



Knox County Commission

Suite 603, City County Building
400 West Main Street
Knoxville, Tennessee 37902
Phone (865) 215-2534
Fax (865) 215-2038

EVELYN GILL, 1ST DISTRICT
MICHELE CARRINGER, 2ND DISTRICT
RANDY SMITH, 3RD DISTRICT, VICE-CHAIR
HUGH NYSTROM, 4TH DISTRICT
JOHN SCHOONMAKER, 5TH DISTRICT

BRAD ANDERS, 6TH DISTRICT
CHARLES BUSLER, 7TH DISTRICT
DAVE WRIGHT, 8TH DISTRICT, CHAIRMAN
CARSON DAILEY, 9TH DISTRICT
BOB THOMAS, AT-LARGE SEAT 10
ED BRANTLEY, AT-LARGE SEAT 11

NOTICE

**TO: MEMBERS OF THE KNOX COUNTY COMMISSION
ALL DEPARTMENTS AND AGENCIES
NEWS MEDIA**

FROM: Commissioner Dave Wright, Chairman

THE CHAIRMAN OF THE KNOX COUNTY COMMISSION SHALL CONFIRM RECEIPT OF ITEMS AND SET THE FINAL DECEMBER AGENDA OF THE KNOX COUNTY COMMISSION AT 1:30 P.M. ON WEDNESDAY, DECEMBER 7, 2016 VIA EMAIL AND TELEPHONE CONFERENCE WITH THE COMMISSION OFFICE.

PLEASE SUBMIT ANY REQUESTED AGENDA CHANGES, ADDITIONS, QUESTIONS OR COMMENTS TO THE COMMISSION OFFICE.

AGENDA

1. Consideration of a Resolution of the Commission of Knox County, Tennessee, appointing/reappointing Commissioner _____ to serve on the Arena Use Committee.
(Knox County Commission)

2. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Subscription Agreement, Trust Subscription Agreement and Application for Medical Reimbursement Coverage, and Flexible Spending Account Recordkeeping Agreement with American Fidelity Assurance Company for coverage issued to Knox County Schools employees effective January 1, 2017.
(Schools)
3. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an amendment to contract with Compass Learning, Inc. to assign and delegate the contract to Edgenuity as contractor for professional centralized instructional software services effective January 1, 2017.
(Schools)
4. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Subscriber Agreement with Discovery Education for a license to access Discovery Education Streaming for Norwood Elementary School at a cost of \$2,600.00 utilizing Title I funds.
(Schools)
5. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Letter of Agreement with Kagan Professional Development for a Kagan Cooperative Learning Workshop at Fulton High School on January 21, 2017 at a cost of \$6,160.00 utilizing Title I funds.
(Schools)
6. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Consultant Agreement with Loving Guidance, Inc. for presentation of a Conscious Discipline Workshop at Fair Garden Family Community Center on January 6, 2017 at a cost of \$4,070.00 which includes travel and expenses utilizing Title I funding.
(Schools)

7. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Clinical Student Affiliation Agreements with NHC Farragut and Pediatric Consultants for Bearden High School Health Science student clinical training at no cost to the Knox County Schools.
(Schools)

8. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Clinical Student Affiliation Agreements with Associated Therapeutics; Clearly Speaking Speech Pathology; Companion Animal Hospital; Fannon Animal Hospital; Fountain City Animal Hospital; Fountain City Family Physicians; Just for Pets Animal Clinic; Michael Molloy, DDS; Stan Pozega, DDS; and Tennessee Valley Audiology for Central High School Health Science student clinical training at no cost to the Knox County Schools.
(Schools)

9. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Clinical Student Affiliation Agreements with Benchmark Physical Therapy at 501 Adessa Parkway, Lenoir City, Tennessee; Benchmark Physical Therapy at 631 N. Campbell Station Road, Knoxville, Tennessee; Benchmark Physical Therapy at 8904 Cross Park Drive, Knoxville, Tennessee; The Eye Clinic; Farragut Pharmacy; Innovative Petcare; Knoxville Pediatrics Associates (Dr. Cameron Blevins); Knoxville Pediatrics Associates (Dr. Jeff Lin); Lakeway Urgent Care at 460 Medical Park Drive, Lenoir City, Tennessee; Lakeway Urgent Care at 2461 University Commons Way, Knoxville, Tennessee; Loudon Pediatric Clinic; NHC Farragut; Pediatric Consultants, Inc. in Lenoir City, Tennessee; Summitt View Nursing Home; and Village Veterinary Medical Center for Farragut High School Health Science student clinical training at no cost to the Knox County Schools.
(Schools)

10. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Clinical Student Affiliation Agreements with Belew Drug, Inc.; Holston Health and Rehabilitation; Metro Knoxville HMA, LLC; Oakwood Senior Living; Western Heights Dental; and Zoo Knoxville for Fulton High School Health Science student clinical training at no cost to the Knox County Schools.
(Schools)
11. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Clinical Student Affiliation Agreements with Benchmark Physical Therapy; Genesis Health Care - Willow Ridge Center; Gibbs Family Practice; Okie's Pharmacy, Ortho Tennessee; Quality Medical Center; Tazewell Pike Animal Clinic; Union County Animal Hospital; Union County Chiropractic; and Walgreens Pharmacy for Gibbs High School Health Science student clinical training at no cost to the Knox County Schools.
(Schools)
12. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Clinical Student Affiliation Agreements with Associated Therapeutics; Champion Physical Therapy; George Changas, DDS; Fountain City Animal Hospital; Max Potential Rehabilitation; Okie's Pharmacy II; Riggs Pharmacy; Michael J. Solly, DDS; UT Anesthesia; Volunteer Eyecare; Walgreens Pharmacy on Clinton Highway, Knoxville, Tennessee; Walgreens Pharmacy in Gibbs; and Walgreens Pharmacy in Halls for Halls High School and North Knox CTE Center Health Science student clinical training at no cost to the Knox County Schools.
(Schools)
13. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Clinical Student Affiliation Agreement with West Hills Health and Rehab for Karns High School Health Science student clinical training at no cost to the Knox County Schools.
(Schools)

14. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Clinical Student Affiliation Agreements with Anderson Crossing Pharmacy, Benchmark Physical Therapy; Blackmon Pediatrics; Carl Bradley, DDS; Maple Court Assisted Living; Max Potential Rehabilitation; Norwood Family Practice; Open Arms Care Corp; Ortho Tennessee; Parkwest Therapy Center; Powell Animal Hospital; Provision Proton Therapy; The University of Tennessee College of Veterinary Medicine; Vaughn's Pharmacy; Walgreens Pharmacy; and Windsor Gardens Assisted Living for Powell High School Health Science student clinical training at no cost to the Knox County Schools.
(Schools)
15. Consideration of a Resolution of the Commission of Knox County, Tennessee approving purchase agreement and request of Sarah Moore Greene Magnet Academy to purchase an electronic messaging board in the amount of \$17,950.00 utilizing internal school magnet funds.
(Schools)
16. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Knoxville Convention Center Use Agreement for L&N STEM Academy Winter Concert on December 16, 2016 at a cost of \$1,310.00.
(Schools)
17. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an application and receipt of funds from The Verizon Foundation for a Verizon Innovative Learning Maker Grant in the amount of \$42,100.00 for creation of a maker lab at Bearden Middle School.
(Schools)
18. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an application and receipt of funds from The Verizon Foundation for a Verizon Innovative Learning Maker Grant in the amount of \$22,100.00 for enhancement of the maker lab at Carter Middle School.
(Schools)

19. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Memorandum of Understanding with Great Schools Partnership for grant in the amount of \$14,350.00 for Karns High School's Student Academic Support Center for the 2016-2017 school year.
(Schools)
20. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Memorandum of Understanding with Great Schools Partnership for the Knox County Schools TeacherPreneur grant in the amount of \$100,074.00 for fiscal year 2017.
(Schools)
21. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Garrett A. Morgan Technology and Transportation Education Program Clearinghouse Grant Sub-Agreement with the University of Tennessee Institute of Agriculture for a Year 3 Work Plan and payment on a cost-reimbursement basis to the University in the amount of \$109,077.00 which shall be adjusted as additional funds are allotted from the Federal Highway Administration.
(Schools)
22. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an application and receipt of funds from a Community Partner Grant from the University of Tennessee in the approximate amount of \$554,936.63 for provision of JASMIN Plus: An Asthma Community Program .
(Schools)
23. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an application and receipt of grant funds from the Tennessee Space Grant Consortium in the amount of \$15,000.00 for activities associated with the Student Spaceflight Experiments Program.
(Schools)

24. Consideration of a Resolution of the Commission of Knox County, Tennessee approving donations from Northshore Elementary PTA and Mike Stevens Homes, Inc. in the amount of \$27,459.00 to construct and install a new sign at Northshore Elementary School.
(Schools)
25. Consideration of a Resolution of the Commission of Knox County, Tennessee approving donations from Hardin Valley Academy Athletic Council and Hubler Construction Company in an approximate amount of \$15,986.00 to Hardin Valley Academy to replace the fencing at the baseball field.
(Schools)
26. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a donation from Karns High School Baseball Club Council in an approximate amount of \$42,217.03 to Karns High School for construction of a new batting cage.
(Schools)
27. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a donation from East Tennessee Cardiovascular Research Foundation in the amount of \$40,000.00 for the Coordinated School Health Cardiac Club.
(Schools)
28. Consideration of a Resolution of the Commission of Knox County, Tennessee authorizing the acceptance of donations as shown on the attached list of donations and in the total amount of \$5,040.00.
(Schools)
29. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an application and receipt of funds for a Scholastic Reading Club grant for Halls Middle School's library in the amount of \$3,000.00.
(Schools)

30. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Power School Group, LLC to allow individual schools to purchase an assessment management tool as needed for the term of January 1, 2017 through December 31, 2017 which may be extended for an additional four (4) years, one (1) year at a time, for a total of five (5) years.
(Schools)
31. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement with Cope Architecture in the amount of \$360,000.00 plus reimbursement expenses for the design of additions and renovations to Inskip Elementary School.
(Schools)
32. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Retainer Agreement with Millsaps Gowan Government Relations for provision of governmental consulting services to the Coalition of Large Area School Systems (CLASS) in the amount of \$37,500.00 for the year 2017.
(Schools)
33. Consideration of a Resolution of the Commission of Knox County, Tennessee approving line item transfers within the Fiscal Year 2017 Capital Improvement Plan for Knox County Schools in the total amount of \$150,104.00.
(Schools)
34. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Fiscal Year 2017 Fund Balance Designation within the School Nutrition Department in the amount of \$150,104.00.
(Schools)
35. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Fiscal Year 2016 Year-end Budget Line-Item Transfers within the General Purpose School Fund in the amount of \$7,731,803.00.
(Schools)

36. Consideration of a Resolution of the Commission of Knox County, Tennessee approving line-item transfers within the Fiscal Year 2017 General Purpose School Fund in the amount of \$493,712.00.
(Schools)
37. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract between Knox County and Aramark, G&K Services, and Unifirst Corporation for uniform and facility service rentals.
(Sheriff)
38. Consideration of a Resolution of the Commission of Knox County, Tennessee accepting a donation of equipment including 50 kiosks and 1 server from Tech Friends, Inc. to the Knox County Sheriff's Office.
(Sheriff)
39. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with SSLW, LLC for property located at 10117 S. Northshore Drive (CLT # 154-06605).
(Engineering and Public Works)
40. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with Hardin Valley Farm Development, Inc. for property located at 11048 Sam Lee Rd. (a portion of CLT # 103-07204).
(Engineering and Public Works)
41. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Bobcat of Knoxville, Inc. for small and light equipment services.
(Engineering and Public Works)

42. Consideration of a Resolution of the Commission of Knox County, Tennessee approving 1) an amendment to the Roadscapes Grant Agreement with the Tennessee Department of Transportation (TDOT), which amendment extends the term of the contract, 2) a memorandum of understanding with the Powell Business and Professional Association (PBPA) and 3) a contract with Volunteer Erosion Control, LLC for landscape improvements at I-75 and Emory Road (SR-131) in furtherance of the Powell Roadscapes Project.
(Engineering and Public Works)
43. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract for green waste recycling services. **(DEFERRED FROM NOVEMBER)**
(Solid Waste)
44. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with John Chesney to lease 1.69 acres of land in the Carter community for a period of 10 years with an ability to renew the lease upon mutual agreement for another 10 years at the rate of \$2,000 per month with price increases limited to CPI every 5 years.
(Engineering and Public Works)
45. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an Affiliation Agreement between The University of Tennessee on Behalf of its Haslam College of Business, Department of Management, Human Resource Management and Knox County Government dba The Knox County Health Department to provide internships for Human Resource Management students for the period from January 1, 2017 to January 1, 2022 (5 years).
(Health Department)

46. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an Affiliation Agreement between Indiana University's School of Public Health and Knox County Government dba The Knox County Health Department to provide experiential learning through clinical and/or practical work for public health student/interns. The duration of this agreement shall be for five years from January 1, 2017 through January 1, 2022.
(Health Department)
47. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Amendment 2 to contract #GG164890201, which is between the Tennessee Department of Health and Knox County Government dba Knox County Health Department to provide HIV/AIDS/COE services. Amendment 2 expands service provision options to the community using additional federal Ryan White Part B funds. Total contract amount increase per this amendment is +\$4,200 (local match not required).
(Health Department)
48. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a donation in the amount of \$100,000 from PetSafe through the Legacy Parks Foundation for Plumb Creek Park to construct a new dog park.
(Parks and Recreation)
49. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Tennessee Agricultural Enhancement Program Grant in the amount of \$1,000.00 to promote the Farmers Market at New Harvest Park. (No local match required)
(Parks and Recreation)

50. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement with Helen Ross McNabb Center, Inc. to provide \$800,000.00 in unprogrammed and reprogrammed Community Development Block Grant (CDBG) funds for the acquisition, demolition, and reconstruction of ten units of affordable permanent supportive multi-family rental housing for homeless veterans. The project is located at 3720 Middlebrook Pike, Knoxville, Tennessee 37921. (Federal HUD CDBG funds).
(Community Development)
51. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Victim Advocate Services Contract.
(Purchasing)
52. Consideration of a Resolution of the Commission of Knox County, Tennessee approving an amendment to an agreement with the City of Knoxville to receive funds for a compliance officer position within the Fourth Circuit Court as part of the City of Knoxville's grant award to encourage arrest policies and enforcement of protection orders program, which amendment extends the term of the agreement and increases the grant amount by \$21,248.00. (No local match required)
(Criminal Court Clerk)
53. Consideration of a Resolution of the Commission of Knox County, Tennessee approving Change Order No. 1 in the amount of \$_____ to Contract No. 15-508 with GEM Technologies for the Knox County Domestic Violence Shelter.
(Purchasing)
54. Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Symetra Life Insurance Company for employee health insurance for the Stop Loss Insurance in the amount of \$651,818.00.
(Human Resources)

55. Consideration of a Resolution of the Commission of Knox County, Tennessee approving amendments to the Knox County Commission Rules, as recommended by the Rules Committee, to (1) place the consideration of the acceptance of new county roads under Section G, Drives and Roads, on the Legislative Agenda and (2) add language to Rule VII, Section F regarding applicant attendance for rezoning requests and appeals.
(Rules Committee)
56. Consideration of the Acceptance of New County Roads:
A. Castleglen Lane located in New Castle Subdivision, District 3.
B. Ann Cove Lane located in Villas at Tyler's Gate, District 7.
(Engineering and Public Works)
57. Consideration of the closure of two recorded but not constructed right of ways in the Ingle Subdivision off Old Rutledge Pike. **(FIRST READING)**
(Engineering and Public Works)
58. Consideration of the closure of a portion of Lovelace Road. The closure will affect the last approximately 1300 feet of Lovelace Road where it terminates into Melton Hill Lake. **(SECOND READING)**
(Engineering and Public Works)
59. Line Item Transfers.
(Finance)
60. Spread of Record Knox County Property Assessor's Employee Handbook.
(Property Assessor)
61. Spread of Record the Circuit, Civil Sessions and Juvenile Court Clerk's Employee Handbook.
(Circuit, Civil Sessions and Juvenile Court Clerk)

62. Request of S & E Properties for rezoning from A (Agricultural) to PR (Planned Residential) at a density up to 5 dwelling units per acre. Property located southeast side of Millstone Lane, west side of Freels Lane. COMMISSION DISTRICT 5. MPC Recommendation: Recommend the Knox County Commission approve PR (Planned Residential) zoning at a density up to 3 dwelling units per acre subject to 3 conditions.
63. Request of Turner Homes, LLC for rezoning from A (Agricultural) to PR (Planned Residential) at a density of 2 dwelling units per acre. Property located northwest side of Black Road, north of Ridgeland Drive. COMMISSION DISTRICT 6. MPC Recommendation: Recommend the Knox County Commission approve PR (Planned Residential) zoning at a density up to 1.5 dwelling units per acre.
64. Request of Daniel and Grace E. Cass Living Trust for a Northeast County Sector Plan Amendment from LDR (Low Density Residential) to RC (Rural Commercial). Property located southeast side of Millertown Pike, northeast side of Ellistown Road. COMMISSION DISTRICT 8. MPC Action: Adopt Resolution 11-A-16-SP amending the Northeast County Sector Plan to RC (Rural Commercial) sector plan designation, and recommend the Knox County Commission also approve the sector plan amendment.
65. Request of Daniel and Grace E. Cass Living Trust for rezoning from A (Agricultural) and CA (General Business) to CR (Rural Commercial). Property located southeast side of Millertown Pike, northeast side of Ellistown Road. COMMISSION DISTRICT 8. MPC Recommendation: Recommend the Knox County Commission approve CR (Rural Commercial) zoning.
66. Request of Hutchins Associates, P.C. for rezoning from A (Agricultural) to RA (Low Density Residential). Property located north side of Gray Hendrix Road, west of Tsawasi Road. COMMISSION DISTRICT 6. MPC Recommendation: Recommend the Knox County Commission approve RA (Low Density Residential) zoning.

67. Request of Mesana Investments, LLC for rezoning from A (Agricultural) and PR (Planned Residential) at a density up to 5 dwelling units per acre. Property located south side of Westland Drive, west of Heritage Lake Boulevard. COMMISSION DISTRICT 5. MPC Recommendation: Recommend the Knox County Commission approve PR (Planned Residential) zoning at a density up to 3 dwelling units per acre, subject to 1 condition.
68. Request of Hardin Valley Land Partners, LLC, for rezoning from PC (Planned Commercial) / TO (Technology Overlay) to OB (Office, Medical, and Related Services) / TO (Technology Overlay). Property located southeast side of Hardin Valley Road, southwest of Valley Vista Road. COMMISSION DISTRICT 6. MPC Recommendation: Recommend the Knox County Commission approve OB (Office, Medical, and Related Services) / TO (Technology Overlay) zoning. (DEFERRED FROM NOVEMBER)
69. Request of HM Properties, GP, for rezoning from A (Agricultural) and F (Floodway) to PR (Planned Residential) at 2 dwelling units per acre and F (Floodway). Property located northeast side of Harvey Road northwest of Mallard Bay Drive. COMMISSION DISTRICT 5. MPC Recommendation: Recommend the Knox County Commission approve PR (Planned Residential) zoning at a density up to 2 dwelling units per acre, subject to 2 conditions. (DEFERRED FROM NOVEMBER)

AGENDA COMMITTEE MEETING

1.

Meeting Date: 12/07/2016
Requested By: Kathy Cate, LAW
DEPARTMENT
Department: COUNTY COMMISSION
Requires Expenditure of Funds: NO **Funded in Current Budget:** NO
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee, appointing/reappointing Commissioner _____ to serve on the Arena Use Committee.
(Knox County Commission)

AGENDA COMMITTEE MEETING

2.

Meeting Date: 12/07/2016
Requested By: TERRI COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Subscription Agreement, Trust Subscription Agreement and Application for Medical Reimbursement Coverage, and Flexible Spending Account Recordkeeping Agreement with American Fidelity Assurance Company for coverage issued to Knox County Schools employees effective January 1, 2017.

(Schools)

Attachments

Subscription Agreement

Trust Subscription Agreement

Recordkeeping Agreement

SUBSCRIPTION AGREEMENT

The Employer hereby subscribes to one or more of the following trusts and makes application for coverage issued by American Fidelity Assurance Company (the "Underwriter").

- 1. National Public Employees Insurance Trust
- 2. National School Employees Insurance Trust
- 3. National Education Association Insurance Trust
- 4. Higher Education Insurance Trust

We have reviewed the eligibility rules and understand that all eligible employees who enroll must comply with the participation requirements established by American Fidelity. We understand that coverage is not in force until:

- (a) American Fidelity has approved this agreement, and;
- (b) Individual applications have been approved by American Fidelity, and;
- (c) The first premium for the insurance provided under the plan is paid.

On behalf of the employer, American Fidelity will issue a certificate of insurance to each employee participating in the plan.

It is requested that the agreement become effective the first day of January, 20 17.

Dated at Knoxville, TN this day of , 20 16.

Knox County Schools

Name of Employer or Association

Signature (Must be signed by a person authorized to make a legal binding agreement for the employer or association)

912 South Gay Street Knoxville, TN 37902

Address

Title

Application is hereby made to American Fidelity Assurance Company for Group Insurance based on the following:

- 1. Master Contract Participant: Knox County Schools
- 2. Address: 912 South Gay Street Knoxville, TN 37902
- 3. Is this a takeover of an existing group? Yes No (if this is a takeover, Risk Management must receive information defining coverage for each member covered under the prior carrier. This must include the names of plan participants and their level of monthly benefit purchased under their previous plan. This information must be received prior to issuing new coverage.)
- 4. Effective Date of takeover (if applicable) (anyone receiving Pre-Existing condition credit must be part of the initial takeover group on the original Effective Date of the takeover and will be credited only up to the amount of eligible benefit payable under the prior carrier's contract).
- 5. Premiums are due on the 1st of each month.
- 6. Effective Date: Group Effective Date is 1/1/2017. Upon approval by American Fidelity, it is desired that the Policy takes effect at 12:01 AM Standard Time on first of January, 2017. It is agreed that the coverage of an eligible person will not take effect until the first premium has been paid for on the applicant's behalf.
- 7. Definition of Eligibility (custom plans only):

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, as reflected in its minutes, and certified by its Chairperson.

BOARD CHAIR – Signature

Date: _____

BOARD CHAIR – Printed Name



DATE

KNOX COUNTY GOVERNMENT

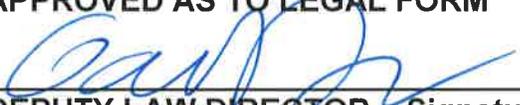
MAYOR – Signature

Date: _____

MAYOR – Printed Name

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-653(a)
APPROVED AS TO LEGAL FORM



DEPUTY LAW DIRECTOR – Signature

Date: 11/22/16

KNOX COUNTY, TENNESSEE

Gary Dupler

DEPUTY LAW DIRECTOR – Printed Name

VENDOR

AUTHORIZED SIGNATURE

COMPANY NAME (VENDOR)

Date: _____

**TRUST SUBSCRIPTION AGREEMENT
AND APPLICATION FOR
MEDICAL EXPENSE REIMBURSEMENT COVERAGE**

As an employer, the undersigned hereby subscribes to a particular agreement in its present form or as hereinafter amended, known as:

THE NATIONAL EDUCATION ASSOCIATION INSURANCE TRUST

HIGHER EDUCATION INSURANCE TRUST

THE NATIONAL SCHOOL EMPLOYEES INSURANCE TRUST

THE NATIONAL EMPLOYERS INSURANCE TRUST

THE NATIONAL PUBLIC EMPLOYEES INSURANCE TRUST

THE NATIONAL SERVICE INDUSTRY INSURANCE TRUST

THE NATIONAL BUSINESS INSURANCE TRUST

In addition, the employer hereby makes application for Medical Expense Reimbursement coverage as issued by American Fidelity Assurance Company.

Name of Employer: Knox County Schools

Address: 912 S Gay St

City: Knoxville **State:** TN **Zip:** 37902

Effective Date of Coverage:

January 1, 2017

The maximum plan year reimbursement per participant will be the amount indicated in the plan document in Section F. 7. In no event can the maximum exceed \$2,550 or the amount adjusted for inflation in accordance with the law.

Annual Premium: In Kind and Administrative Services provided to American Fidelity Assurance Company by Employer. These services include making employment information, payroll information, employees, and space available to American Fidelity Assurance Company to facilitate enrollments.

We are acquainted with the eligibility rules and we understand that no coverage is in force until this subscription and application have been approved by both the Trustee and Underwriter.

Dated at _____, this _____ day of _____, 20__.

Signature: _____

Title: _____

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, as reflected in its minutes, and certified by its Chairperson.



BOARD CHAIR – Signature

Date: _____

BOARD CHAIR – Printed Name

KNOX COUNTY GOVERNMENT

MAYOR – Signature

Date: _____

MAYOR – Printed Name

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-653(b)
APPROVED AS TO LEGAL FORM

[Signature]
DEPUTY LAW DIRECTOR – Signature

Date: 11/22/16

KNOX COUNTY, TENNESSEE

Gary Dugler
DEPUTY LAW DIRECTOR – Printed Name

VENDOR

AUTHORIZED SIGNATURE

COMPANY NAME (VENDOR)

Date: _____

Knox County Schools
EMPLOYER

**FLEXIBLE SPENDING ACCOUNT
RECORDKEEPING AGREEMENT**

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PREAMBLE

This RECORDKEEPING AGREEMENT to be effective as of January 1, 2017 is made by and between Knox County Schools, an entity duly organized and existing under the laws of the State of and having its principal place of business in Knoxville, TN (hereinafter referred to as the "Employer") and American Fidelity Assurance Company, a corporation (the "Recordkeeper"), for the Employer's Section 125 Flexible Benefit Plan (the "Plan").

ARTICLE I

DEFINITIONS

Capitalized terms used herein and not otherwise defined herein shall have the same meaning as set forth in the Plan. The masculine gender shall include both sexes; the singular shall include plural and the plural the singular, unless the context otherwise requires.

1.01 "Account" shall mean the account established by the Recordkeeper on behalf of the Employer from which benefits are to be paid in accordance with the terms of the Plan and this Agreement.

1.02 "Plan Administrator" shall mean the Employer or its appointed delegate, which includes the person, persons or group appointed to act as Administrator under the Plan.

1.03 "Agreement" shall mean this Recordkeeping Agreement, as set forth herein, with any and all further supplements and amendments thereto, which supplements and amendments shall be effective as to Employer upon written notice to Employer.

1.04 "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and successor tax laws.

1.05 "Employer" shall mean the Plan Sponsor/Employer and its successors.

1.06 "Participant" shall mean an Employee of an Employer who participates in the Plan under the participation provisions thereof. For purposes of the medical expense reimbursement account, "Participant" does not include Employees who participated during the current plan year, left the plan by discontinuing contributions to the plan, and who then are rehired.

1.07 "New Participant" shall mean an Employee newly hired during the plan year and who has not previously participated in the flexible spending accounts during the current plan year.

1.08 "Plan" shall mean the Employer's Section 125 Flexible Benefit Plan as hereafter amended from time to time.

1.09 "Policy" shall mean the medical expense reimbursement insurance risk coverage contract issued to the Employer by American Fidelity Assurance Company. The Employer has either (a) applied for coverage under the Policy and the Trust Subscription Agreement, as required

by the Recordkeeper, has been submitted to the Recordkeeper (See Article VII for limitations of election), (b) not applied for the Policy and will assume the uniform coverage risk for the medical expense reimbursement and has signed and submitted a Flexible Spending Account Agreement, or (c) has not submitted any signed Agreement because the Plan either does not include medical expense reimbursement and only includes dependent daycare reimbursement.

1.10 “Recordkeeper” shall mean American Fidelity Assurance Company as duly appointed by the Employer pursuant to the terms of the Plan.

ARTICLE II

POWERS AND DUTIES OF THE RECORDKEEPER

2.01 Recordkeeper. The Recordkeeper shall provide the recordkeeping and other ministerial services as the Recordkeeper appointed by the Employer as such under the terms of the Plan. The duties of the Recordkeeper shall be only as provided under this Agreement, the Policy or as otherwise agreed to, in writing, by the Recordkeeper.

2.02 Powers of the Recordkeeper. The Recordkeeper shall have such powers as are necessary for the proper payment of claims for medical expense reimbursement and dependent care expense reimbursement benefits under the Plan, including, but not limited to, the following:

(a) To prescribe procedures to be followed by Participants in filing applications for benefits under the Plan and for furnishing evidence necessary to establish their rights to benefits under the Plan;

(b) To apply the provisions of the Plan (including the provision allowing no election changes by participants for the medical expense reimbursement account during the plan year unless otherwise agreed to in writing by the Employer and the Recordkeeper) as interpreted by the Plan Administrator in determining the rights of any Participant who applies for benefits under the Plan and to notify any such Participant of any such determination;

(c) To obtain from the Employer, Participants and others information as shall be necessary for proper accounting of expense reimbursement benefit payments made pursuant to the terms of the Plan, the Policy, and the directions of the Plan Administrator; and

(d) To receive from and hold on behalf of the Plan Administrator those sums of monies in the Account as determined by the Plan Administrator which (i) represent contributions made under the Plan (by Participants or the Employer) and (ii) will be held and administered in accordance with the Plan, the Policy and this Agreement to pay benefits (or to be returned to the Employer).

Provided, the foregoing notwithstanding, the Recordkeeper shall have no power to add to or subtract from or to modify any of the provisions of the Plan, or to change or add to any benefit provided in the Plan.

2.03 Claim Procedure. The Recordkeeper shall pay or deny claims for reimbursement of medical expenses and dependent care expenses in accordance with the terms of the Plan, where applicable. The Recordkeeper shall refer to the Plan Administrator any request for review of a denial of benefits pursuant to the provisions of the claim procedures set forth in the Plan. In accordance with the terms of the Plan, the Plan Administrator (and not the Recordkeeper) shall have the final and absolute authority to determine the validity of claims and whether claims should be paid or denied. Claims will be retained by the Recordkeeper for a period of six years plus the current year, after which they will be purged. No reimbursement will be made to the participant under the dependent day care and/or medical expense reimbursement account until the first contribution is received from the employer and posted to the participant's account.

2.04 Debit Card procedure. The Recordkeeper shall pay or deny claims in the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses under the Medical Expense Reimbursement Plan, in accordance with Section 8.05 of the Plan.

2.05 Duties of the Recordkeeper. The Recordkeeper shall provide the following recordkeeping services to the Plan Administrator:

(a) At the direction of the Plan Administrator, make expense reimbursement benefit payments from the Account to or for the benefit of Participants entitled to such benefits under the Plan;

(b) Provide to the Plan Administrator by January 15 of each year, if requested, annual statements of monies from Participants received and posted who participated in the Dependent Care Expense Plan as set forth in the Plan during the preceding calendar year;

(d) Prepare a monthly reconciliation of allocations and expense reimbursement benefit payments made from the Account, if requested;

(e) Return unused reimbursement amounts which may be due to the Employer under the terms of the Plan and the Policy on a timely basis following the runoff period after the end of the Plan year.

ARTICLE III

RESPONSIBILITIES OF EMPLOYER AS PLAN ADMINISTRATOR

3.01 Responsibilities Concerning Recordkeeper. The Employer shall take the following actions in connection with its delegation of recordkeeping duties to the Recordkeeper:

(a) Deliver to the Recordkeeper all contributions (both by Participants and the Employer) received by the Employer under the Plan;

(b) Provide any and all cost, claims, contribution and participation information in the format and frequency that the Recordkeeper determines is necessary to perform its recordkeeping duties;

(c) Interpret the Plan and provide written directions to the Recordkeeper concerning (i) the proper interpretation of the terms of the Plan or any expense reimbursement provision thereunder and (ii) payment of benefits; and

(d) Complete and file an annual 5500 report, if necessary.

3.02 Indemnification of Recordkeeper. Notwithstanding any other provision of this Agreement or the Policy, the Employer agrees to indemnify and hold the Recordkeeper harmless from and against any liability, damage, expense (including attorney fees) or cost that it may incur in serving as Recordkeeper under this Agreement, including but not limited to any claim arising from damage experienced by the Employer, the Plan Administrator or a Participant in connection with the adoption or maintenance or administration of the Plan, unless arising from the Recordkeeper's own negligent or willful breach of the provisions of this Agreement to the greatest extent allowed under Tennessee Statute.

ARTICLE IV

ESTABLISHMENT OF ACCOUNTS

4.01 Account to Hold Contributions. Pursuant to the Plan and Policy, the Employer is required to collect contributions. The Employer does not desire to retain physical custody of such contributions and has requested that the Recordkeeper hold and administer such contributions as agent of the Employer, for the benefit of the Participants in the Plan. Accordingly, the Employer hereby requests the Recordkeeper to establish the Account for and on behalf of the Employer and the Participants in the Plan. In accordance with the terms and provisions of the Plan, the Employer shall collect and remit to the Recordkeeper all amounts collected by it under the Plan. All amounts received by the Recordkeeper will be credited to the Account which has been established in the name of the Employer by the Recordkeeper. The Employer will deliver all such contributions as soon as reasonably possible following receipt by the Employer in accordance with the terms of the Plan in order that such amounts may be available to pay benefits. No credits for adjustments on previous billings are allowed; any necessary adjustment will be resolved separately from the monthly contributions upon written agreement between Employer and Recordkeeper.

4.02 Account to Remain Property of the Employer. All contributions to the Account (and the Account itself) shall be deemed to be and remain the exclusive property of the Employer until payment of benefits has occurred. The Recordkeeper shall have no proprietary interest in or title to any amounts held in the Account, its duties hereunder being solely to administer the Account for and on behalf of the Employer and the Participants in accordance with the terms and

provisions of the Plan and this Agreement. Further, the Account shall in no manner whatsoever be considered as a trust or other similar entity.

4.03 Status of Recordkeeper. The duties of the Recordkeeper hereunder shall be performed in its capacity as the agent of the Employer for the purposes of administering the Account. Due solely to the fact that the Recordkeeper is administering the Account for and on behalf of the Employer, this fact in no manner whatsoever should be considered as a guarantee to either the Employer or the Participants that all funds which need to be made available for the payment of benefits under the plan are in the Account. The Recordkeeper does not warrant payment of any amounts otherwise due to be paid under the Plan except with respect to those amounts which the Employer has delivered to the Recordkeeper for payment of benefits as provided under the Plan and the Policy. The maximum amount of reimbursement elected by a Participant under the medical expense reimbursement account is available at all times during the period of coverage, as required in Internal Revenue Code Section 125-2 (Q/A-7).

4.04 Account Not to Earn Interest. The Employer has specifically requested of and the Recordkeeper has agreed that the contributions will not be maintained in interest bearing accounts or investments; accordingly, the contributions held in the Account will be held only in non-interest bearing accounts and investments.

ARTICLE V

TERM OF AGREEMENT

5.01 Termination. Unless earlier terminated pursuant to the provisions of 5.02, this Agreement shall remain in effect for one Plan year following the effective date. At the end of one Plan year, this Agreement will continue in full force and effect until terminated. Further, this Agreement will automatically terminate upon termination of the Plan if the Employer certifies to the Recordkeeper that no further benefits are to be paid to Participants. In the event of termination of this Agreement, any and all amounts held in the Account will be returned to the Employer in accordance with the terms of the Policy, and the Employer will then be solely responsible for the performance of the duties otherwise required to be performed by the Recordkeeper hereunder or under the Plan.

5.02 Termination Upon Written Notice. This Agreement may be terminated with or without cause by either party upon no less than ninety (90) days written notice to the other party. In addition, this Agreement may be terminated immediately by written notice specifying a termination date by any party should any of the following events occur: (a) a party fails to comply with this Agreement, or (b) an act of dishonesty or fraud is committed by any party, or (c) any other reason deemed by American Fidelity to be a legitimate business reason. If American Fidelity insures the uniform coverage risk, the risk policy will also terminate and all risk reverts back to the Employer. This would include instances where the Employer consolidates with another entity during the plan year and does not allow the flexible spending accounts to run the full length of the plan year. If American Fidelity's recordkeeping services are terminated, or if Employer terminates either the Section 125 Plan or the flexible spending accounts, a runoff period will only be honored if Employer immediately provides funds to pay any outstanding claims.

ARTICLE VI

FEES FOR SERVICES

6.01 Fees. In consideration of the Recordkeeper performing the services described herein for the Employer, the Employer will pay a fee of \$0 per month for participation in one or both flexible spending accounts for each Participant in the Plan during such month. Payment of all required fees will be made each month during the term of this Agreement following the month in which such services are performed. If the debit card is allowed by the employer in the Medical Expense Reimbursement Account, there will be an additional fee of \$0 per month per participant electing the debit card.

ARTICLE VII

EXCEPTION TO ELECTION CHANGES

7.01 Exception to Election Changes. If the employer applies for the Medical Expense Reimbursement Policy, Participants may not make election changes under said Policy except in the case of termination of employment unless otherwise agreed to in writing by Employer and Recordkeeper, or otherwise stipulated by amendment to this Agreement. This stipulation does not affect election changes under a dependent care account.

ARTICLE VIII

COMPLIANCE WITH HIPAA REQUIREMENTS AS A BUSINESS ASSOCIATE OF THE EMPLOYER

8.01 Recordkeeper as Business Associate. In connection with Recordkeeper's performance of services pursuant to this Agreement, Recordkeeper may create, receive or have access to Protected Health Information ("PHI"). Since HIPAA regulates the use and disclosure of Protected Health Information, Employer and Recordkeeper want to address and ensure in this Article VIII their respective compliance with HIPAA's applicable business associate provisions and requirements in connection with the services performed under this Agreement. Wherever the term "Employer" is used in this Article VIII, it shall mean "Plan Administrator" and "Employer", as those terms are defined in Paragraphs numbered 1.02 and 1.05 of this Agreement.

8.02 Definitions. When used in this Article VIII, the following terms shall have the meanings specified adjacent to them:

- (a) "ARRA" means the American Recovery and Reinvestment Act of 2009.
- (b) "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under 45 C.F.R., Part 164, Part E, which compromises the security or privacy of the PHI.

- (c) “Breach Notification Rule” means the regulations set forth at 45 C.F.R. Part 164, Subpart D, as hereafter amended, which implement the Breach notification requirements set forth in HIPAA.
- (d) “Data Aggregation,” “Designated Record Set,” “Secretary” and “Standard Transaction” shall each have the meaning provided for that term in HIPAA.
- (e) “Electronic PHI” means any PHI that comes within or satisfies the definition of “protected health information” at 45 C.F.R. 160.103(1)(i) and (ii), and is disclosed to, or created, obtained, maintained or received by, Business Associate in connection with, or in any manner related to, Recordkeeper’s performance of services pursuant to this Agreement, or otherwise for or on behalf of Employer or any Plan.
- (f) “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, and all rules and regulations promulgated thereunder, as either or both are amended and revised from time to time.
- (g) “Law” means any and all statutes, legislation, rules, regulations, codes, laws, orders, decrees, decisions, and ordinances enacted, issued or promulgated by any federal, state or local governmental authority, agency, body, commission, board, court or legislature.
- (h) “Person” means any natural person, corporation, limited liability company, partnership, trust, or other legal entity or organization.
- (i) “Plan” means all individual or group health plans, cafeteria plans, and similar employee benefit plans sponsored by the Employer that provide, reimburse or pay the cost of medical care or similar services and to which Recordkeeper now or hereafter provides services.
- (j) “Privacy Rule” means the regulations set forth at 45 C.F.R. Part 160 and Part 164, subparts A and E, as hereafter amended, which implement the privacy requirements set forth in the Administrative Simplification provisions of HIPAA.
- (k) “Protected Health Information” or “PHI” means any and all information constituting “protected health information,” as that term is defined in HIPAA, that is disclosed to, or created, obtained, maintained or received by, Recordkeeper in connection with this Agreement.
- (l) “Secretary” means the Secretary of the Department of Health and Human Services, or his or her duly designated designee.
- (m) “Security Incident” has the same meaning as the term “security incident” in 45 C.F.R. 164.304.

- (n) “Security Rule” means the regulations set forth at 45 C.F.R. Part 164, subpart C, as hereafter amended, which implement the security requirements set forth in the Administrative Simplification provisions of HIPAA.

8.03 Use and Disclosure. Recordkeeper shall neither use nor disclose PHI except as provided in this Article or permitted under applicable law. Except as otherwise specified in this Article, Recordkeeper may make any and all uses of PHI that are reasonably necessary to perform its undertakings with respect to the services under this Agreement. Neither Employer nor any Plan shall request Recordkeeper to use or disclose PHI in any manner that would violate HIPAA.

8.04 Further Limitations or Restrictions. Recordkeeper shall also comply with all further limitations and restrictions on the privacy or any use or disclosure of PHI agreed by Employer or any Plan in accordance with 45 C.F.R. 164.522 to the extent they may affect Recordkeeper’s use or disclosure of PHI provided that Recordkeeper has received prior written notification of those limitations and restrictions from Employer or the applicable Plan. Neither Employer nor any Plan will commit Recordkeeper to any such limitations or restrictions, including, but not limited to, restrictions on the use or disclosure of PHI as provided for or limitations in 45 C.F.R. 164.522, unless those limitations or restrictions are required by applicable Law or, in all other instances, without first obtaining Recordkeeper’s written approval, which approval will not be unreasonably withheld or delayed. Employer shall immediately notify Recordkeeper of any changes in, or revocation of, any authorization or consent of any participant of or beneficiary under any Plan with respect to the use or disclosure of PHI, to the extent same may affect Recordkeeper.

8.05 Use for Management and Administration. Recordkeeper may use PHI as necessary for the proper management and administration of Recordkeeper or to carry out the legal responsibilities of Recordkeeper. Recordkeeper may disclose PHI as necessary for the proper management and administration of Recordkeeper or to carry out the legal responsibilities of Recordkeeper if (a) the disclosure is required by Law or (b) prior to the disclosure, Recordkeeper obtains a binding written agreement from each Person to whom Recordkeeper will disclose the PHI which provides that such Person will (i) hold the PHI in confidence and use or further disclose the PHI only as required by law or for the lawful purpose for which Recordkeeper disclosed it to the Person, and (ii) notify Recordkeeper of each instance of which the Person becomes aware in which the confidentiality of the PHI is breached and/or a Security Incident occurs.

8.06 Other Services. Recordkeeper may use PHI, as permitted by HIPAA, to provide Data Aggregation services relating to the health care operations of Employer or any Plan as permitted under HIPAA. Recordkeeper may use PHI to report a violation of Law to the Secretary in accordance with HIPAA.

8.07 Safeguards. Recordkeeper will use appropriate, commercially reasonable safeguards to ensure the confidentiality of PHI permitted under this Agreement. Recordkeeper will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that Recordkeeper creates, receives, maintains or transmits on behalf of Employer or any Plan. Recordkeeper shall promptly notify Employer in writing after Recordkeeper has actual knowledge of any use or disclosure of PHI not

permitted by this Article. Recordkeeper's obligation to protect the privacy of the PHI it created or received for or from Employer will be continuous and survive the termination of Agreement. Recordkeeper will report to the applicable Plan and Employer any Security Incident of which it becomes aware.

8.08 Assignment. In each instance that Recordkeeper provides PHI to any agent, subcontractor, assignee or delegatee and/or assigns or delegates (if such assignment or delegation is permitted hereunder) any of its undertakings with respect to the services under this Agreement to any other Person, then Recordkeeper shall obtain a binding written agreement from each such agent, subcontractor, assignee and delegatee requiring that Person to comply with the provisions of this Article with respect to the use, disclosure and safeguarding of PHI including, without limitation, the implementation of reasonable and appropriate safeguards to protect Electronic PHI and the reporting of Security Incidents involving such Person of which such Person becomes aware.

8.09 Standard Transactions. If Recordkeeper conducts in whole or in part any Standard Transaction for or on behalf of Employer or any Plan, Recordkeeper will comply, and Recordkeeper will require any of its subcontractors or agents involved with the conduct of such Standard Transaction to comply, with each applicable requirement of HIPAA as respects that Standard Transaction, as follows:

- (a) When either party provides, transmits or exchanges data and information electronically to the other party with respect to any Plan, that party shall transfer the data and information in the code sets, data elements, and formats reasonably specified by Recordkeeper. To the extent required by HIPAA, Recordkeeper shall only specify and use the code sets, data elements and formats that comply with HIPAA. All electronic transmissions between the parties shall be to the address provided by the receiving party to the transmitting party. Plan Administrator authorizes Recordkeeper to submit such data and information to Plan Administrator in the specified electronic format after completion of successful testing thereof. If Plan Administrator is unable or unwilling to transfer data in the specified legal electronic format proposed by Recordkeeper, then Recordkeeper shall be under no obligation to receive or transmit data in any other format.
- (b) Recordkeeper shall use its reasonable efforts to provide Plan Administrator with at least sixty (60) days prior written notice of any proposed change by Recordkeeper to any code sets, data elements or segments, and formats then being used by the parties for purposes of the electronic exchange of data and information concerning any Plan.
- (c) Each party will take reasonable measures to ensure that its data transmissions concerning the Policy or containing any PHI are timely, accurate, complete, and secure, and will take reasonable precautions to prevent unauthorized access to the other party's data transmission or operating system. If either party receives data from the other party that was not intended for it, the receiving party will immediately notify the sender to arrange for, at the sender's sole election, the return, re-transmission or destruction of that data.
- (d) Each party will obtain and maintain, at its own expense, its own operating system necessary for timely, complete, accurate, and secure data transmission pursuant to this

Agreement. Each party will pay its own costs related to data transmission under this Agreement, including, without limitation, charges for the party's own operating system equipment, software and services, maintaining an electronic mailbox, connection time, terminals, connections, telephones, internet service providers, modems, and applicable minimum use charges, except as otherwise provided in this Agreement or any other agreement between the parties. Each party will be responsible for its own expenses incurred in connection with translating, formatting, and sending or receiving communications over the electronic network to any electronic mailbox of the other party, except as otherwise provided in this Agreement or any other agreement between the parties.

- (e) Each party will provide the other party with all information (including, without limitation, access and security codes) reasonably necessary to allow access to the other party's operating system in order to successfully complete data transmissions and satisfy the transmission and security requirements provided in Agreement. Each party shall test, and cooperate with the other party in testing, each party's operating system to reasonably ensure the accuracy, timeliness, completeness, and confidentiality of each data transmission made in connection with any Plan.
- (f) Each party shall use its reasonable efforts in accordance with prudent business practices to provide uninterrupted access to the operating system of the other party for purposes of electronic transmissions concerning any Plan.
- (g) The parties shall use their good faith efforts to incorporate herein such applicable requirements of HIPAA that are hereafter adopted concerning the privacy, security, standardization or encryption of electronic data transmissions involving any Plan.

8.10 Access. Upon Employer's reasonable written request, Recordkeeper will make available to Employer or, at Employer's direction, to an individual participant in any Plan (or the individual's personal representative) any PHI (in its possession or under its reasonable control) concerning the individual in a Designated Record Set for his or her inspection and obtaining copies for so long as the PHI is so maintained by Recordkeeper. The PHI shall be made available in the format requested by the individual, unless the PHI is not readily producible in such format, in which case it shall be produced in a readable hard copy format. Recordkeeper shall have the right to charge the individual a reasonable cost-based fee, as permitted by 45 C.F.R. 164.524. Recordkeeper does not assume any obligation to coordinate access to PHI maintained by other business associates of Employer or any Plan. Recordkeeper shall make its internal policies, procedures, practices, books and records relating to its safeguarding, use or disclosure of PHI available to the Secretary, in a time and manner reasonably designated by the Secretary for purposes of determining Employer or any Plan's compliance with HIPAA.

8.11 Amendment of PHI. Upon Employer's request, Recordkeeper will promptly amend, or provide Employer with reasonable access to promptly amend, any portion of the PHI or any record in a Designated Record Set in accordance with 45 C.F.R. 164.526 for as long as the PHI is maintained in a Designated Record Set in the possession or under the reasonable control of Recordkeeper.

8.12 Accounting. Recordkeeper will maintain a record for each disclosure of PHI, which is not excepted from disclosure accounting under HIPAA, including, without limitation, 45 C.F.R. 164.528, that Recordkeeper makes to any Person. That record shall include all information that Employer would be required under HIPAA to respond to a request by a participant in any Plan (or his or her personal representative) for an accounting of disclosures of PHI in accordance with HIPAA, including, without limitation, the information required by 45 C.F.R. 164.528(b)(2).

8.13 Breach of Obligations. If Employer determines that Recordkeeper has breached the provisions of this Article in any material respect and Recordkeeper has not remedied or cannot remedy that breach within fifteen (15) days after its receipt of written notification thereof from Employer, Employer may terminate the recordkeeping arrangement and this Agreement; if termination is not feasible, report the breach to the Secretary.

8.14 Return of PHI. Upon termination of the recordkeeping arrangement or this Agreement and as to the extent permitted by applicable law and as consistent with its other obligations and undertakings provided in this Article, Recordkeeper will, if feasible, return to Employer or destroy all PHI that Recordkeeper still maintains in any form, including all copies of any data or compilations derived from and allowing identification of any individual who is a subject of the PHI. Recordkeeper will complete such return or destruction as promptly as possible. Recordkeeper will identify the conditions that make the return or destruction of any PHI infeasible and any PHI that Recordkeeper cannot feasibly return to Employer or destroy. Recordkeeper will limit its further use or disclosure of that PHI to those purposes that make its return or destruction infeasible, and extend the safeguards and protections of this Agreement to that PHI.

8.15 Compliance By Employer. As between Employer and Recordkeeper, Employer shall be solely responsible for compliance with the applicable plan sponsor disclosure rules of 45 C.F.R. 164.504(f) and other requirements of HIPAA applicable to Employer as the sponsor and/or administrator of any Plan. As between a Plan and Recordkeeper, such Plan shall be solely responsible for its compliance with the applicable obligations and requirements under HIPAA applicable to that Plan as a covered entity. To the extent that Recordkeeper provides PHI (other than "summary health information," within the meaning of 45 C.F.R. 164.504(a), or enrollment information) to Employer in connection with the services performed under this Agreement or otherwise, Employer will ensure compliance with the requirements of HIPAA including 45 C.F.R. 164.504(f) with respect to that PHI. To the extent that Employer is relying upon the "summary health information" exception to the foregoing plan sponsor disclosure requirements, Employer will ensure, consistent with the provisions of 45 C.F.R. 164.504(f)(ii), that the information in question meets the requirements of that definition and that the information is sought for the purpose of obtaining premium bids or for modifying, amending or terminating the group health plan or any other legally permissible purpose.

8.16 Amendments to HIPAA. Upon the effective date of any final regulation or amendment to HIPAA that conflicts with any term of this Article or which imposes any requirement, condition or obligation upon Recordkeeper, Employer or any Plan concerning the subject matter hereof that is not imposed by this Article, then this Article will be automatically amended to incorporate the applicable terms and conditions of that regulation or amendment such that this Article

contractually imposes those terms upon the party or parties to which they apply. Any ambiguity in this Article shall be resolved in favor of a meaning that results in the parties complying with HIPAA.

8.17 Effective Date. This Article shall be effective on the effective date of this Agreement, except with respect to the applicable requirements of the HIPAA security standards for the protection of Electronic PHI set forth at Subpart C of Part 164 of Title 45 of the Code of Federal Regulations, which shall be effective on the later of the effective date of Agreement or April 20, 2005. The Employer or any Plan's engagement of Recordkeeper to perform any services during which Recordkeeper may create or have access to PHI shall constitute Employer and that Plan's acceptance of, and agreement to, all the terms and provisions of this Article.

8.18 ARRA Compliance. Recordkeeper acknowledges and agrees, as of the applicable effective dates for such provisions, Recordkeeper shall comply with each provision of the American Recovery and Reinvestment Act of 2009 ("ARRA") that extends HIPAA Privacy or Security Rule requirements to Business Associates of Covered Entities. The term "Business Associate" and "Covered Entity" shall have the meanings given such terms at 45 C.F.R. § 160.103.

8.19 Compliance with Breach Notification Rule. Recordkeeper shall report any Breach to Employer and Plan as soon as possible, but in no event later than 30 days after Recordkeeper becomes aware of any Breach. Recordkeeper shall, at the direction of the Plan, cooperate and assist in investigating the Breach, performing a risk assessment, determining whether the Breach is reportable under the Breach Notification Rule, and taking steps to minimize any adverse consequences resulting from the Breach. Recordkeeper shall take appropriate disciplinary action against any of its employees that were involved in the Breach. Recordkeeper shall not report the Breach to any individual, the Secretary or the media and shall keep the investigation strictly confidential. The Plan shall make the determination of whether the Breach is a reportable Breach under the Breach Notification Rule and shall comply with applicable reporting requirements.

SECTION IX

MISCELLANEOUS

9.01 Action by the Employer. Whenever under this Agreement the Employer is permitted or required to do or perform any act or thing, it shall be done and performed by an officer or a proper authority of the Employer.

9.02 Notices. All notices, advice, direction or reports required or permitted to be given under this Agreement shall be in writing and shall be mailed postage prepaid or delivered by hand and acknowledged by signed receipt, addressed as follows:

To Recordkeeper:

American Fidelity Assurance Company
Section 125 Administration
9000 Cameron Parkway
Oklahoma City OK 73114
P O Box 25510
Oklahoma City OK 73125

To Employer at last known address

9.03 Applicable Law. The provisions of this Agreement shall be construed, administered, and enforced according to the laws of the State of Tennessee.

9.04 Amendment. This Agreement may be amended by Recordkeeper by written notice to Employer.

9.05 Titles. The title of the Articles and Paragraphs hereof are included for convenience only and shall not be construed as a part of this Agreement or in any respect affecting or modifying its provisions.

9.06 Severability. If any provision or provisions of this Agreement shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Agreement, but shall be fully severable and the Agreement shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein.

9.07 Controlling Agreement. This Agreement supersedes and replaces any prior agreement between the parties with respect to the subject matter contained herein.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, as reflected in its minutes, and certified by its Chairperson.

BOARD CHAIR – Signature

Date: _____

BOARD CHAIR – Printed Name



DATE

KNOX COUNTY GOVERNMENT

MAYOR – Signature

Date: _____

MAYOR – Printed Name

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-653(C)
APPROVED AS TO LEGAL FORM



DEPUTY LAW DIRECTOR – Signature

Date: 11/22/16

KNOX COUNTY, TENNESSEE

Gary Dupler

DEPUTY LAW DIRECTOR – Printed Name

VENDOR

AUTHORIZED SIGNATURE

COMPANY NAME (VENDOR)

Date: _____

AGENDA COMMITTEE MEETING

3.

Meeting Date: 12/07/2016
Requested By: TERRI COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an amendment to contract with Compass Learning, Inc. to assign and delegate the contract to Edgenuity as contractor for professional centralized instructional software services effective January 1, 2017.

(Schools)

Attachments

Contract Amendment

Original Contract with Compass Learning

Amendment to Contract No. 15-020

Knox County Government and Edgenuity

This Amendment to Agreement is by and between Knox County Government ("Knox County"), and Edgenuity ("Contractor").

WITNESSETH:

WHEREAS, Knox County and Compass Learning, Inc. have previously entered into a certain Agreement designated Contract No. 15-020 originally dated August 1, 2015, for Centralized Instructional Software for (hereinafter referred to as the "Agreement"); and

WHEREAS, Edgenuity (Assignee) has purchased Compass Learning, Inc., Knox County desires to amend their original Agreement as hereinafter provided to reflect a change in all of Contractor's rights, duties, and obligations from Compass Learning, Inc. to Edgenuity effective January 1, 2017:

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. Per Contract 15-020, the Contract is hereby amended to assign and delegate Edgenuity as Contractor for Centralized Instructional Software.
2. Per Section 3.2 of Request for Proposals #2094 as incorporated into Section 15 of Contract 15-020, Knox County is utilizing the option to delete services which were provided by Compass Learning, Inc. that will not be provided by Edgenuity and utilizing the option to add services from Edgenuity that will replace the deleted services. A list of the services to be added, including price, is attached as Exhibit 'B.'
3. With respect to the services from Edgenuity that will replace the deleted services, the following additional terms from Exhibit A, "Edgenuity Standard Terms and Conditions," (the "Edgenuity Terms") shall govern and are incorporated by reference:
 - a. Section 2 (c), "Licensed Material;"
 - b. Section 2 (e), "Edgenuity Technical and Customer Support;"
 - c. Section 6 (a), "Reservation of Rights;"
 - d. Section 6 (b) "Restrictions;"
 - e. Attachment A. "Third Party Terms."

References in the Edgenuity Terms to "Customer" shall be deemed to refer to "District" or "Buyer, as those terms are used or defined in Contract 15-020. In the event of a conflict between the Edgenuity Terms and the terms of Contract 15-020, the Edgenuity Terms shall control as to all Edgenuity-provided services.

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. 15-020 to be executed on the day and year indicated below.

KNOX COUNTY BOARD OF EDUCATION

BOARD CHAIR - Signature

BOARD CHAIR - Printed Name 

Knox County Government

Edgenuity

By: _____
Tim Burchett
Knox County Mayor

By: _____
Name: _____
Title: _____

Contract No. 16-652
Approved as to Legal Form

By: 
Deputy Law Director
11/22/16

Date: _____



Edgenuity™
STANDARD TERMS AND CONDITIONS

These terms and conditions (**Standard Terms**) apply to the subscription for the Edgenuity Learning Management Software Service (**Service**). The Agreement for the Service consists of these Standard Terms and the applicable Quote (which references the purchased services, term, pricing, and other terms of the order).

1. **LEARNING MANAGEMENT SOFTWARE SERVICE.** This Agreement provides Customer access to and usage of Edgenuity's internet- based learning management software service solely for internal education-related and training-related purposes of the Customer.
2. **USE OF SERVICE.**
 - a. **Customer Owned Data.** All data and materials uploaded or entered within the Service by Customer remains the property of Customer, as between Edgenuity and Customer (**Customer Data**). Customer grants Edgenuity the right to use the Customer Data solely for purposes of performing under this Agreement. During the term of this Agreement, Customer may export its Customer Data to the extent allowed by functionality within the Service. Customer warrants and represents that Customer has appropriate rights to any Customer Data added to the Service.
 - b. **Customer Responsibilities.** Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for Customer Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Edgenuity promptly of any such unauthorized access; and (iv) may use the Service only under the Service's written technical guides and applicable law. Customer authorizes its integrators or other third party vendors and Edgenuity to conduct initial setup and continued access of the Service in compliance with the terms of this Agreement, so long as the access is for the sole benefit of Customer. Further, Customer will provide Edgenuity the name and contact information for all third parties authorized by Customer necessary for Customer to receive the Services during the Term of this Agreement. Customer is solely responsible for compliance under all federal, state and local privacy laws and regulations for all such Customer authorized integrators or other third party vendor(s) that Customer mandates Edgenuity access the Service for its benefit under this Agreement.
 - c. **Licensed Material.** All audio, video and other content, curriculum, documentation and software (including without limitation applets and animations) provided by Edgenuity as part of the Service (**Licensed Material**) are licensed to Customer as follows: Edgenuity grants Customer a non-exclusive, non-transferable license during the term of each Quote to access and use such Licensed Material for internal educational and training purposes solely in connection with the Service. Notwithstanding anything in this Agreement, all Edgenuity third party web services are governed by Attachment A. These Standard Terms are updated from time-to-time by Edgenuity and the current version can be found at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf>
 - d. **Professional Development.** All implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals will be provided by Edgenuity as described in the applicable Quote. Any professional development purchased will expire at the end of the term in the applicable Quote.
 - e. **Edgenuity Technical and Customer Support.** Edgenuity will provide technical and customer support for the Service under the terms of Edgenuity's support policies found at www.edgenuity.com/support including all updates, bug fixes, and enhancements when generally made available.
3. **WARRANTIES and DISCLAIMERS.**
 - a. **Compliance Warranty.** Each party will comply with, and will cause each of its employees, agents, and contractors to comply with, all laws applicable to its performance under this Agreement, including without limitation the Family Educational Rights and Privacy Act (FERPA) and Children's Online Privacy Protection Act (COPPA).
 - b. **Professional Development and Instructional Services Warranty.** Edgenuity warrants that it will provide Professional Development and Instructional Services in a professional, workmanlike manner consistent with the terms of this Agreement and under generally accepted industry standards.
 - c. **Edgenuity Service Warranty.** Edgenuity warrants that commercially reasonable efforts will be made to maintain the online availability of the Service. CUSTOMER'S EXCLUSIVE REMEDY AND EDGENUITY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR EDGENUITY TO REPAIR THE NON-CONFORMING SERVICE, OR IF EDGENUITY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN EDGENUITY MAY TERMINATE ACCESS TO THE SERVICE AND REFUND THE PORTION OF THE FEE ATTRIBUTABLE TO SUCH NON-CONFORMING SERVICE.
 - d. **DISCLAIMERS.** ALL LICENSED MATERIAL IS PROVIDED "AS IS" AND WITH ALL FAULTS. EXCEPT FOR THE ABOVE WARRANTIES, THE SERVICES INCLUDING PROFESSIONAL DEVELOPMENT AND INSTRUCTIONAL SERVICES ARE PROVIDED ON AN "AS-IS" AND "WHEN AVAILABLE" BASIS. ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE LICENSED MATERIAL AND SERVICES ARE HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT ALLOWED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE OPERATION OR CONNECTIVITY OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE WILL BE FREE OF ALL POSSIBLE METHODS OF UNAUTHORIZED ACCESS, ATTACK, OR INTRUSION.

4. PAYMENT, INVOICING AND TAXES.

Unless otherwise provided in the Quote, Customer agrees to pay the amount of each invoice net 30 days after the invoice date. Except to the extent that Customer provides Edgenuity with a valid tax exemption certificate authorized by the appropriate taxing authority, Customer must pay any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with the Quote, excluding Edgenuity income and payroll taxes.

5. MUTUAL CONFIDENTIALITY.

- a. **Definition of Confidential Information.** Confidential Information means all non-public information including Personally Identifiable Information (PII) as defined by applicable law, disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). Edgenuity's Confidential Information includes without limitation the Service, its user interface design and layout, pricing information, and the Licensed Material.
- b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.
- c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance written notice to seek a protective order.

6. EDGENUITY PROPERTY.

- a. **Reservation of Rights.** The content, documentation, software, workflow processes, user interface, designs, know-how, Licensed Material, and other items provided by Edgenuity as part of the Service are the proprietary property of Edgenuity and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Edgenuity. Customer may not remove or modify any proprietary marking or restrictive legends in the Service or Licensed Material. Edgenuity reserves all rights unless expressly granted in this Agreement.
- b. **Restrictions.** Customer may not (i) sell, resell, rent or lease the Service or Licensed Material or use it in a service provider capacity; (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service or attempt to gain unauthorized access to the Service or their related systems or networks; (iv) use the Service or Licensed Material for other than internal Customer educational purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the Service or the Licensed Material or modify, create derivative works based on the Service or any Licensed Material; or (vi) access the Service or use the Licensed Material to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

7. TERM AND TERMINATION.

- a. **Term.** This Agreement continues until all Quotes have expired, unless terminated by Edgenuity for material breach.
- b. **Funding-Out Clause.** Customer's payment obligation is conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Edgenuity in writing within thirty (30) calendar days before termination. Upon termination, Edgenuity will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.
- c. **Non-payment of Fees.** Edgenuity may terminate the Agreement and access to the Service and the Licensed Material in a Quote within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Quote.
- d. **Mutual Termination for Material Breach.** Except for 7(c), if either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written thirty (30) calendar day notice and cure period, if the breach has not been cured.
- e. **Return of Customer Data.** Within sixty (60) days after termination, upon request, Edgenuity will make the Service available for Customer to export such data as provided in Section 2(a).
- f. **Suspension for Violations of Law.** Edgenuity may temporarily suspend the Service or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Service, Customer has violated a law. Edgenuity will attempt to contact Customer in advance.
- g. **Return or Destroy Edgenuity Property Upon Termination.** Upon expiration or termination of this Agreement for any reason, Customer must pay Edgenuity for any amounts owed, and destroy or return all property of Edgenuity. Customer will confirm its compliance with this

destruction or return requirement in writing upon request of Edgenuity.

8. LIABILITY LIMIT.

- a. **EXCLUSION OF INDIRECT DAMAGES.** EDGENUITY IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; AND LOST PROFITS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- b. **TOTAL LIMIT ON LIABILITY.** EDGENUITY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD BEFORE THE EVENT THAT GAVE RISE TO THE LIABILITY.

9. INDEMNITY.

- a. Edgenuity will defend or settle any third party claim against Customer to the extent that such claim alleges that Edgenuity technology used to provide the Service violates a copyright, patent, trademark or other intellectual property right, if Customer, promptly notifies Edgenuity of the claim in writing, cooperates with Edgenuity in the defense, and allows Edgenuity to solely control the defense or settlement of the claim. Edgenuity will pay infringement claim defense costs, Edgenuity-negotiated settlement amounts, and court-awarded damages incurred as part of its obligations under this Agreement. If such a claim appears likely, then Edgenuity may modify the Service, procure the necessary rights, or replace the infringing part of the Service with a functional equivalent. If Edgenuity determines that none of these are reasonably available, then Edgenuity may terminate the Service and refund any prepaid and unused fees. Edgenuity has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by Edgenuity or for any third party web services not owned by Edgenuity. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND EDGENUITY'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.
- b. To the extent permitted under applicable law, Customer will defend, indemnify and hold harmless Edgenuity from and against any third party claims, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise from or relate to (i) Customer's negligence, misconduct or breach of this Agreement; (ii) any Customer Data or third party content, products, services or systems, including their integration or their required third party integration with the Service; and (iii) any Customer violation of applicable law which results in third party claim against Edgenuity.

10. OTHER TERMS.

- a. **Governing Law.** This Agreement is governed by the laws of the state where the Customer resides, excluding any conflict of law principles. Nothing in this Agreement prevents either party from seeking injunctive relief in any court of competent jurisdiction *in Knox County, TN. 6/17*
- b. **Entire Agreement and Changes.** This Agreement, Attachments "A", "B" and the Quote constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this Agreement. No representation, promise or inducement not included in this Agreement is binding. No modification of this Agreement is effective unless signed by both parties, and no waiver is effective unless the party waiving the right signs a waiver in writing.
- c. **No Assignment.** Neither party may assign or transfer this Agreement or a Quote to a third party, except that this Agreement with all Quotes may be assigned, without the consent of the other party, as part of a merger, or sale of substantially all the assets, of a party.
- d. **Independent Contractors.** The parties are independent contractors with respect to each other.
- e. **Feedback.** By submitting ideas, suggestions or feedback to Edgenuity regarding the Service, Customer agrees that such items submitted do not contain confidential or proprietary information; and Customer grants Edgenuity an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.
- f. **Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of monies, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events, failure of Internet services, any third party service and telecommunications services.
- g. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- h. **No Additional Terms and Order of Precedence.** Edgenuity rejects additional or conflicting terms of any Customer form-purchasing document. If there is an inconsistency between this Agreement and any Quote, the Quote will prevail only with respect to pricing, duration and service specific terms.
- i. **Survival of Terms.** Any terms that by their nature survive termination of this Agreement for a party to assert its rights and receive the protections of this Agreement, will survive.

Attachment A
Third Party Terms

1. **DEFINITIONS.**

Third Party Service means a web based software service procured by Edgenuity from a third party for use by Edgenuity in connection with the Service or Hardware.

Hardware means any hardware marketed or supplied by Edgenuity and identified on a Quote.

2. **GENERAL.**

- a. **Third Party Web Services.** Edgenuity is not the vendor of such Third Party Service however such Third Party Services are provided under the terms of the Agreement and any additional terms included within this Attachment A, except for the Middlebury Interactive Services, which is governed by their terms, as further detailed below.
- b. **Hardware.** Edgenuity is not the manufacturer of Hardware and such Hardware is provided subject to the separate sale terms provided by the manufacturer (including without limitation, return and exchange terms), all of which Customer agrees to abide by. Edgenuity makes no warranties with respect to the Hardware and any pre-installed associated software. Customer hereby grants Edgenuity permission to provide remote technical support for setup and diagnostic purposes for new Hardware if required. Customer owns the Hardware and has a license to any pre-installed software, subject to the applicable license agreement. During the term of the Agreement, if Customer modifies Hardware in any way, it may void the manufacturer's warranty. Upon termination of the Agreement, Edgenuity will remotely remove any and all Edgenuity content and software from the Hardware.

3. **THIRD PARTY SERVICES.** Some but not all of Edgenuity's Third Party Services are listed below.

- a. **ExploreLearning.** Without limiting any of the provisions of Section 2 above, access to and use of any ExploreLearning *Gizmos* (Gizmos) provided by Edgenuity are governed by the following additional terms:
- i. Neither Customer nor any of its users are authorized to access or use any Gizmos, except: (i) users who are students and who are authorized by Customer to access and use the Service that includes or incorporates the Gizmos; and (ii) users who are teachers of those same students, provided that such teachers may use the Gizmos only for the purposes of assigning and managing assignments for those students;
 - ii. A Gizmo may only be used in connection with the Service with which that particular Gizmo has been provided, and may not be used in connection with any other class, program, application, or software.
 - iii. Customer understands and agrees that any access to or use of any Gizmo provided by Edgenuity by Customer or any of its users in contravention of the foregoing terms constitutes a material breach of the Agreement, and that if Customer desires to use a Gizmo in a manner that is not authorized by the Agreement, it is solely the responsibility of Customer (and not of Edgenuity) to obtain authorization for such use from the appropriate third party.
- b. **Middlebury Interactive Services (MIL).** Without limiting any of the provisions of Section 2 above, if the Agreement includes any Middlebury Interactive Services products, including but not limited to *Powerspeak*, Customer acknowledges that with the use of MIL's products, the Customer is subject to MIL's terms. For further information, please refer to MIL's terms which can be found online at: <http://middleburyinteractive.com/terms-use>. Customer understands and agrees that any access to or use of MIL products provided by Edgenuity to Customer or any of its users in contravention of the foregoing terms constitutes a material breach, and that if Customer desires to use a MIL Products in a manner that is not authorized, it is solely the responsibility of Customer (and not of Edgenuity) to obtain authorization for such use from the appropriate third party.
- c. **Education Testing Services (ETS) e-rater® Scoring Service.**
- i. The score and/or feedback received from the e-rater® technology should be considered as one piece of evidence about a student's writing ability. When a score from the e-rater® engine is being used for an important decision about a student's performance, instructors should review and evaluate the score and/or feedback to ensure that the appropriate decision about placement or performance has been made.
 - ii. The user understands and agrees that the Scoring Service may not be used for any other purpose, or provided to any other party, than as described herein. As permitted under state or federal law, user shall indemnify and hold Edgenuity and/or Educational Testing Service (ETS) harmless from any and all claims arising out of the use of the Scoring Service or use of the scores and/or feedback to determine placement of, or grades for students, or any other purpose.
 - iii. THE E-RATER® SCORING SERVICE (SCORE AND GRAMMAR CHECKING FEATURE) PROVIDED BY ETS IS PROVIDED "AS-IS", WITHOUT WARRANTIES OF ANY KIND AND ETS DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE E-RATER® SCORING SERVICE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ETS BE LIABLE TO CLIENT 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.

iv. With regard to essays submitted to the site, you (Customer) hereby grant to ETS a non-exclusive, royalty-free, world-wide, irrevocable license to reproduce, transmit, display, disclose, archive and otherwise use any such files you submit to the site for the purposes of scoring and providing feedback. ETS will not retain any personally-identifiable information that may be associated with the essays. This license shall survive the termination of any license granted herein to ETS but in no event longer than 18 months. Any cessation of use of the site shall not result in the termination of any license you grant herein to ETS. Nothing herein shall preclude ETS from using information independently created by ETS.

d. **Sophia® Learning Inc.** If this Agreement includes any Sophia Learning Inc. courses for use, the following language applies to any such purchase or use: "Customer agrees that the use of any Sophia course is prohibited for all students under the age of 13 years."

4. **THIRD PARTY HARDWARE AND SERVICES WARRANTIES.**

a. **Hardware and Third Party Services Warranties.** ALL HARDWARE AND THIRD PARTY SERVICES ARE PROVIDED BY EDGENUITY "AS IS." EDGENUITY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

i. Edgenuity transfers to Customer, to the extent transferable, transferrable warranties and indemnities Edgenuity receives from the manufacturer of the Hardware or Third Party Service. Edgenuity's sole obligation with respect to Hardware and Third Party Service will be to use reasonable commercial efforts to facilitate warranty and indemnification claims that Customer makes against the manufacturer of the Hardware or Third Party Service.

ii. Customer, recognizing that Edgenuity is not the manufacturer of Hardware or Third Party Service, expressly waives any claim that Customer may have against Edgenuity for product liability or infringement of any intellectual property right with respect to any Hardware or Third Party Service, as well as any right to indemnification from Edgenuity on account of any such claim made against Customer by a third party.

Attachment B
Instructional Services

1. DEFINITIONS.

Instructional Services means services provided by Edgenuity including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of student outcomes, and other services stated in a Quote.

Virtual Program means a program of instruction created through technology and provided by Edgenuity, in which the student and teacher are separated by time, space, or both.

2. INSTRUCTIONAL SERVICES.

- a. Edgenuity Teachers.** If specified in the Quote, Edgenuity will provide students with virtual access to teachers or coaches (or both) who are hired, trained, supervised and paid by Edgenuity.
- i. Edgenuity teachers will be available during reasonable business hours.
 - ii. Edgenuity teachers will assist in the virtual delivery of the Licensed Material to students.
 - iii. Customer may make recommendations regarding the hiring, dismissal, discipline, and supervision of Edgenuity teachers, which recommendations Edgenuity may accept or reject in its sole discretion. No such recommendations are binding on Edgenuity, and as between Customer and Edgenuity. Edgenuity will have sole authority regarding such individuals.
- b. Policies and Procedures.** Edgenuity may implement instructional policies and procedures for purposes of student outcomes that are in addition to or differ from existing Customer policies and procedures.
- i. Where conflicts exist between policies, Edgenuity policies and procedures will take precedence unless otherwise agreed to by both parties in writing.
 - ii. Edgenuity will interpret and follow applicable Customer instructional policies according to the actual policy language and under applicable law.
 - iii. If Customer is utilizing Edgenuity's NCAA compliant Instructional Services, Customer must abide by all policies and procedures specific to NCAA guidelines.
- c. Virtual Program Liaison.** Customer must designate an individual to serve as its primary liaison to Edgenuity for all communications related to the provision of Instructional Services and the Virtual Programs throughout the Term (**Primary Liaison**).
- i. Customer may change the identity of the Primary Liaison from time to time upon reasonable written notice to Edgenuity.
 - ii. The Primary Liaison will serve as the primary point of contact for all communications with Edgenuity related to the Virtual Programs and for coordinating efforts necessary for the fulfillment of Customer's obligations as specified in this Agreement with respect to the Virtual Programs.
- d. Administrative Services.** Customer shall be responsible for all day-to-day management of the Virtual Programs, subject in all cases to compliance with applicable law and Customer policies.
- e. Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," and is responsible for the provision of special education.
- i. The following are not services provided by Edgenuity: providing special education, creating, implementing or providing Individualized Education Programs (**IEP**), providing reasonable accommodations or any services of any nature under the Individuals with Disabilities Education Act, the Americans with Disabilities Act, section 504 of the Rehabilitation Act, or any similar law, whether federal, state or local.
 - ii. Notwithstanding the foregoing, Edgenuity will discuss, formulate and make adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, but solely to the extent that Edgenuity may do so without incurring direct or indirect costs.
- f. State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing. Customer is also responsible for receiving, distributing, administering, proctoring and returning any and all state-mandated standardized tests under applicable and documented state law, policies and procedures.

3. TERM AND TERMINATION.

- a. Term.** This Attachment B will continue for the duration specified in the Quote, unless earlier terminated under the terms of the Agreement (**Term**).
- b. Non-Solicitation.** During the Term, and for a period of one (1) year thereafter, Customer may not, directly or indirectly, solicit or make offers of employment to hire, in any capacity, or accept any services or work, from any employees, or contractors of Edgenuity who are associated (either directly or indirectly) with the performance of Instructional Services.



Exhibit B

The following existing Compass Learning products which have already been licensed under the current or previous contracts will continued to be supported:

<u>Elementary Schools (Per School)</u>	
Math - Hybrid	\$15,890.00
English Language Arts (ELA) - Hybrid	\$15,890.00
Math & ELA	\$23,825.00
Annual Support	\$3,200.00
1 Onsite Day - PD (Required for 1st Year)	\$1,750.00
Total Math or ELA (+ Support & PD)	\$20,840.00
Total Math & ELA (+Support & PD)	\$28,775.00
Annual Support Fee	\$ 3,200.00

<u>Middle Schools (Per School)</u>	
Math - Hybrid	\$15,890.00
English Language Arts (ELA) - Hybrid	\$15,890.00
Middle School Science	\$15,890.00
Math & ELA	\$23,825.00
Math, ELA & MS Science	\$35,640.00
Annual Support	\$3,200.00
1 Onsite Day - PD (Required for 1st Year)	\$1,750.00
Total Math or ELA (+ Support & PD)	\$20,840.00
Total Math & ELA (+Support & PD)	\$28,775.00
Total Math, ELA, & MS Science (+ Support & PD)	\$40,590.00
Annual Support Fee	\$ 3,200.00
ACT Prep Add-On - Per school/per year	\$100



<u>High Schools (Per School)</u>	
Compass HS Suite	\$ 48,693.00
AP Courses	\$ 22,161.00
Middle School Math & ELA	\$ 23,810.00
HS Suite + AP	\$ 53,115.00
HS Suite + AP + MS Content	\$ 85,411.00
Annual Support	\$ 4,200.00
1 Onsite Day - PD (Required for 1st Year)	\$ 1,750.00
Total HS Suite (+ Support & PD)	\$ 54,643.00
Total HS Suite + AP (+ Support & PD)	\$ 59,065.00
Total HS Suite, AP + MS Content (+ Support & PD)	\$ 91,361.00
Annual Support Fee	\$ 4,200.00
ACT Prep Add-On - Per school/per year	\$100

<u>Add-On PD Options</u>	
1 Day - Onsite	\$ 1,750.00
3 Day Package - Onsite	\$ 4,990.00
10 Day Package - Onsite	\$ 15,750.00
25 Day Package - Onsite	\$ 37,190.00
Quick Bites: Annual Webinar Site License	\$665 per site

<u>Renaissance STAR Integration Add-On</u>	
One-time District Setup Fee	\$ 3,785.00
Annual integration fee - per school per year	\$ 250.00



The following Compass Learning products will be discontinued for expansion in the district and will be replaced with the product options in the right column for new sites beginning January 1, 2017:

The UUL license will become an annual site license inclusive of support & hosting fees.

Elementary

CompassLearning Elementary (Per School) UUL License	Edgenuity Annual Subscription
Math - Hybridge	
ELA - Hybridge	
Math & ELA Hybridge	Math & ELA Hybridge

Middle

CompassLearning Middle Schools (Per School) UUL License	Edgenuity Annual Subscription
Math - Hybridge	
ELA - Hybridge	
Middle School Science	
Math & ELA	
Math, ELA & Middle School Science	
	Edgenuity MS Bundle (Math, ELA, Science, Social Studies, World Languages, & general and career electives).

Secondary

CompassLearning High School (Per School) UUL License	Edgenuity Annual Subscription
CL HS Suite	
Advanced Placement Courses	
Middle School Math & ELA	
High School + AP	
High School + AP + MS Content	
	Edgenuity HS Bundle (Math, ELA, Science, Social Studies, World Languages, Advanced Placement, general electives, career electives and test preparation).



Five Year Total			\$78,000
Per Year Payment			\$15,600

Per High School Site

Item	Year	Price	Extended Price
High School Bundle	1	\$25,000	\$25,000
Year 1 Discount – 50%	1	(\$12,500)	(\$12,500)
Middle or High School Bundle	2,3,4,5	\$25,000	\$100,000
Multi-year License Discount	15%	(3,750)	(\$15,000)
Five Year Total			\$97,500
Per Year Payment			\$19,500

Add-ons 1 product purchase:

Reading and Math Intervention

Description	Annual Add-On Price Existing Edgenuity Sites
Edgenuity MyPath reading & math intervention 6-12	\$9,995 per site

Universal Screener Import Options

With Edgenuity MyPath, as an alternative to Edgenuity’s placement exam, sites utilizing a universal screener such as NWEA™ MAP®, Scantron® Performance Series®, or Renaissance STAR™ assessments can import student data (i.e. MAP – RIT score). The student’s score is then used to recommend the Individualized Learning Path.

Description	Annual Price
MyPath NWEA MAP Integration Add-On	\$500
MyPath Scantron Performance Series Integration Add-On	\$500
MyPath Renaissance Learning STAR Integration Add-On	\$500
MyPath Student Tutoring Service (per student)	\$50

Description	One-time Fee	Annual
Pathblazer NWEA MAP Integration Add-On	\$1,735	\$500
Pathblazer Scantron Performance Series Integration Add-On	\$3,735	\$300

Professional Development Training for Edgenuity Content



Initial and ongoing onsite and webinar professional development and consulting are available for instructors, administrators, and staff members. Our Professional Development Consultant will work directly with designated instructors and administrators in planning the onsite, face-to-face training that is tailored to meet the precise needs of Knox County staff and their roles in the implementation process, including essential product training, working with data, differentiating instruction, blended learning, and customization of learning paths.

Professional development includes onsite and webinar training options. Travel and materials included in per day cost for onsite training.

Description	Price
Onsite training day (6 hours)	\$2,500 per day
Web training session (2 hours)	\$500 per session
Onsite coaching (6 hours)	\$2,500 per day

Hardware

Sites can ensure minimal bandwidth requirements of less than or equal to 384 kbps on average per concurrent user on the school infrastructure by placing an Edgenuity Media Appliance at the individual site or district. When a media appliance is housed within the district or school firewall, student computers will access the Student Portal via the Internet with information transfer requirements equivalent to standard website interactions. Instructional Videos, when required as part of a user experience, are pulled directly from the local media appliance. This ensures reduced load times with no additional bandwidth requirements, providing a positive end-user experience with minimal delay for page downloads.

The Media Appliance is a one-time cost and is based on the size of the implementation.

Media Appliance	Price
Virtual	\$950.00

Additional Information

Integration

Edgenuity provides integration with a variety of SIS and LMS providers. If Knox County chooses an integration option, specific information will be needed to provide final costs. Only applicable costs will apply.

Item	Cost
Nightly Import (no courses)	\$ 1,000
Nightly Import (courses)	\$ 2,500



API Integration	\$ 5,000
LDAP Integration	\$ 5,000
LTI Integration	
Option 1: SSO only	\$ 5,000
Option 2: Content	\$ 10,000

Onsite Hosting

Edgenuity is a vendor-hosted system and does not charge separate hosting fees.

Customer Support

Edgenuity does not charge separate fees for customer and technical support.

Optional Products and Services

Sophia Dual Credit Courses

Through an exclusive partnership with Sophia, Edgenuity offers 12 one-semester, dual-credit courses. These courses feature Sophia's Many Ways™ model, which allows students to follow video instructors whose teaching style aligns to their preferred way to learn.

Description	Price
Online course (content only)	\$329 per semester course
Online course with Edgenuity's Instructional Services	\$500 per semester course

Additional Information

Advanced Placement® Courses

As part of the College Board's requirements for Advanced Placement coursework, each student must use a hard-cover textbook to complement the online Edgenuity AP coursework (with the exception of AP French Language & Culture and AP Spanish Language & Culture). Hardcover textbooks are an additional cost to be purchased from a third party.

Knox County

and

Compass Learning, Inc.

This Contract, made and entered into this _____ day of February, 2015 by and between **Knox County on behalf of the Board of Education** through its governing body and authorized representative, hereinafter referred to as "**County**" and **Compass Learning, Inc.**, hereinafter referred to as "**Contractor.**"

Whereas, County requested sealed proposals for the provision of centralized instructional software (Request for Proposals 2094) and;

Whereas, County deems it necessary to contract with a professional centralized instructional software services company for the purpose of providing the aforementioned service; 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 County;

Whereas, Contractor agrees and undertakes to perform the service and provide product in accordance with the request for proposals specifications and contract documents, as set forth below, and at the price quoted for said service by Contractor.

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. Scope of work. Contractor shall perform in a timely, good and workman like manner all work set forth in and in accordance with Request for Proposal 2094 and Contractor's attachments thereto and County's Request for Proposals 2094. Attached hereto and made part of this contract as if set out in full are (1) County's Request for Proposal 2094 as Exhibit I and (2) Contractor's Sealed Proposal as Exhibit II, RFP 2094.

2. Terms of this Contract. This contract commences on the 1st day of August 2015 and continues through the 31st day of July 2016. Upon mutual consent between both Knox County and the awarded Contractor this term bid agreement may be renewed for an additional nine (9) years, one (1) year at a time, for a total of ten (10) years unless terminated in conformity with the terms and conditions of this Contract as contained in paragraphs 3 and 4.

3. Termination. County may terminate this Contract with or without cause, and at anytime. Upon termination, county will pay for services completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of Knox County.

Should the contractor fail to adequately perform the services or deliver product detailed herein, County will communicate the problem(s) to the contractor in written form. The contractor shall have ten calendar days to rectify the problems. If the same or other problems persist or reoccur, the County may immediately cancel the Contract.

Contractor agrees to issue a 120-advance day notice to Knox County should there be any interruption or discontinuance of the aforementioned service.

4. Appropriations. In the event no funds are appropriated by County for the service in any fiscal year or insufficient funds exist to provide the service, 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.

5. Independent contractor. Contractor shall acknowledge that it and its employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

6. 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 service, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

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 schools (previously defined as premises) in performance of the Services of this contract 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.

7. **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.

8. **Prohibition against assignment.** Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

9. **This Contract** shall be governed by the laws of the State of Tennessee both as to interpretation and performance.

10. **Right to inspect.** County reserves the right to make periodic inspections of the manner and means the service is performed.

11. **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.

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 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 County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to contractor in connection with any work contemplated or performed relative to the Contract.

12. **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 three (3) years from the date of the final payment under the Contract for inspection by 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 which represent the contractor's costs of manufacturing, acquiring or delivering the products and services governed by this Contract.

13. **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 or occurrence or omission or commission of contractor, its subcontractors, agent, or employees.

14. Limitation of Liability. In no event shall Knox County and/or Knox County Schools be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County and/or Knox County Schools has been advised of the possibility of such damages.

15. Contract documents. It is mutually agreed by both parties that the following documents are made a part of this Contract:

1. Request for Proposals 2094
2. Contractor's Sealed Proposal RFP 2094

It is agreed that this Contract, represents the **Entire Agreement** 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 first above written.

Knox County Government

by: _____

Tim Burchett
Knox County Mayor

Approved as to Legal Content and Form

by: _____

Contract #: _____

Compass Learning, Inc.

by: _____

title: _____

AGENDA COMMITTEE MEETING

4.

Meeting Date: 12/07/2016
Requested By: TERRI COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Subscriber Agreement with Discovery Education for a license to access Discovery Education Streaming for Norwood Elementary School at a cost of \$2,600.00 utilizing Title I funds.

(Schools)

Attachments

Agreement

Knox County Schools

Fiscal Note

Description of the agenda item (include whether this is a school, district, or state initiative):

School Level – Discovery Education Streaming Plus Subscription

- Access a wide variety of learning resources, including student engagement with instructional videos, skill builders, writing prompts, multimedia activities, and articles. Explore unique Discovery-only opportunities such as the Global Wrap news service, virtual field trips and exclusive content collections.
- Create informal, individual assessments with our Builder Tools to get actionable feedback on student understanding.
- Our Model Lessons provide teachers with practical examples of how to pull the content together to meet specific standards, or, quickly find resources searching by standard, grade level, or subject.

Cost of the Item:

- \$2,600 for a one year subscription

Description and type of funding source:

- School level Title I funds



**Subscriber Agreement ("Agreement")
made 09/01/2016 between Discovery Education, Inc. ("Discovery") and
NORWOOD ELEMENTARY SCHOOL, TN ("Subscriber")**

1. Subject to the terms and conditions of this agreement, Discovery grants to Subscriber, and the educators, administrators, and students (collectively, "Users") enrolled in **NORWOOD ELEMENTARY SCHOOL** (the "Community") a limited, non-exclusive, terminable, non-transferable license to access Discovery Education Streaming via the website currently at <http://streaming.discoveryeducation.com>, or by any other means on which the parties may agree, and to use Discovery Education Streaming as set forth in the Subscription Services Terms of Use located at http://www.discoveryeducation.com/aboutus/terms_of_use.cfm, as Discovery may revise such Subscription Services Terms of Use from time to time (the Discovery Education Subscription Services "Terms of Use").
2. The "Term" shall be 09/12/2016 through and including 09/11/2017.

Discovery Education Streaming PLUS

Number of Schools	Service Description	Price per Year	Total
	Discovery Education Streaming Plus HS License	\$3,150.00	
1	Discovery Education Streaming Plus K-8 License	\$2,600.00	\$2,600.00
		Total	\$2,600.00

3. The Fees are non-cancellable and are due and payable to Discovery within 30 days of receipt of invoice.
4. All other terms and conditions governing this license shall be as set forth in the Terms of Use, and this Agreement, together with the Terms of Use constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements, negotiations, communications or understandings, oral or written, with respect to the subject matter hereof. There shall be no modifications to this Agreement unless they are in writing, and duly signed by both parties. In no event shall the terms and conditions of a purchase order or any other purchase agreement amend or modify the terms and conditions of this Agreement or the Terms of Use. In the event of a direct conflict between the terms of this Agreement and the terms of the applicable then-current Terms of Use, the terms of this Agreement shall control.
5. While Subscriber acknowledges that no student personal information is required for the use of any of the basic Discovery Education services, in the event Subscriber or its Users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information (all such data is generally limited to the following: school name, first name, last name, grade level), Subscriber represents and warrants that Subscriber has all necessary authorization to provide to Discovery any information it provides through Discovery services in order to use such functions. Consent is required for the collection, use and disclosure of personal information obtained from children through certain online services, and to the extent required, Subscriber consents to Discovery's use of such information in the course of providing the Discovery Education services. Discovery agrees to use any student personal information and data provided to it by Subscriber in compliance with (i) the Children's Online Privacy Protection Act of 1988 ("COPPA"), the Family Educational Rights and Privacy Act of 1974 ("FERPA"), Children's Internet Protection Act ("CIPA") and any other laws, regulations and statutes, all solely to the extent applicable, and (ii) Discovery's standard terms of use and privacy policy.
6. Discovery understands that government entities, such as Subscriber, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.
7. Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Discovery.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).



8. This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Subscriber and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

NORWOOD ELEMENTARY SCHOOL

DISCOVERY EDUCATION, INC.

By: See Signature page
(Signature Required)

By: _____

Title: _____

Title: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Billing Entity: _____

Billing Entity Address: _____

Billing Entity Phone Number: _____

Ref. No. O6UJ9C002BRI

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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 NO. 16-655
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

Gary Dupler

[Signature]

DEPUTY LAW DIRECTOR – Signature

DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/14

VENDOR

AUTHORIZED SIGNATURE

COMPANY NAME (VENDOR)

Date: _____

Subject: Fw: Discovery Education Agreement - Norwood Elementary School
Date: Monday, November 21, 2016 at 11:34:40 AM Eastern Standard Time
From: CHERYL MARTIN
To: GINNAE HARLEY
Priority: High
Attachments: image001.png, TN-NORWOOD ELEMENTARY SCHOOL-16-17 DES PLUSPACK-06UJ9C002BRI.pdf, PO_Norwood Elementary.pdf

The agreement was sent October 25th. See email that Jessica forwarded me below. So there was no way to get it on the November agenda. → items due Oct. 18, 2016

From: JESSICA WILLIAMSON
Sent: Tuesday, October 25, 2016 1:15 PM
To: CHERYL MARTIN
Subject: Fw: Discovery Education Agreement - Norwood Elementary School

From: Amy Brooks Johnson <Amy_Brooks_Johnson@discovery.com>
Sent: Tuesday, October 25, 2016 11:25 AM
To: JESSICA WILLIAMSON
Subject: Discovery Education Agreement - Norwood Elementary School

Hi Jessica,

Thank you so much for chatting with me this morning! Attached is the agreement for Norwood Elementary School's Discovery Education Streaming Plus service. Like I mentioned we just need this signed and returned to confirm the renewal when possible! You can either email it back to me or fax it to 855-495-6542— whichever is easier!

Also, I went ahead and attached the purchase order for your reference! Thanks again, and please reach out to me if there are any questions.

Have a great day!

Best,
Amy

Amy Brooks Johnson
Account Representative | Discovery Education
p: 240-662-3422 | f: 855-495-6542 | e: amy_brooks_johnson@discovery.com
Customer & Tech Support: 1-800-323-9084 & press 1 | education_info@discovery.com



Planning your PD sessions for the '16-'17 school year? Ask me about Discovery Education Professional Development on-site and virtual training options!



Knox County Purchasing Division
 1000 N. Central Street, Suite 100
 Knoxville, TN 37917
 Ph: (865) 215 - 5777
 Fax: (865) 215 - 5778

Purchase Order

Fiscal Year 2017 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.
 Purchase Order # **17000934-00**

BILL TO

KNOX COUNTY SCHOOLS
 REMITTANCE ADDRESS
 P O BOX 2188
 KNOXVILLE TN 37901

Delivery must be made within doors of specified destination.

VENDOR

DISCOVERY EDUCATION ASSESSMENT, LLC
 ONE DISCOVERY PLACE
 SILVER SPRINGS MD 20910
 US

SHIP TO

NORWOOD ELEMENTARY SCHOOL
 1909 MERCHANTS DRIVE
 KNOXVILLE TN 37912

Vendor Phone Number		Vendor Fax Number		Requisition Number		Contact Information	
2406622000		8554956542		17001227		Casey Cutter	
Date Ordered	Vendor Number	Date Required	Solicitation Number		Department/Location		
08/30/2016	74572				KNOX COUNTY SCHOOLS		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	Discovery Education Streaming Plus <i>AP-Any questions regarding price changes, billing or payment should be directed to Knox County Schools, Accounts Payable, at 865.594.1671.</i>			1.0	EACH	\$2,600.0000	\$2,600.00
***** GL SUMMARY *****							
27400044 - 542950				2,600.00			

Department Copy

PO Buyer: **Matt Myers**

PO Total

AGENDA COMMITTEE MEETING

5.

Meeting Date: 12/07/2016
Requested By: TERRI COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Letter of Agreement with Kagan Professional Development for a Kagan Cooperative Learning Workshop at Fulton High School on January 21, 2017 at a cost of \$6,160.00 utilizing Title I funds.
(Schools)

Attachments

Agreement

Knox County Schools

Fiscal Note

Description of the agenda item (include whether this is a school, district, or state initiative):

Fulton High School would like to bring Kagan Professional Development to staff for a day of Kagan Cooperative Learning Training, in order to give staff tools to more effectively engage students in interactive learning.

Cost of the Item:

\$6,160

Description and type of funding source:

Title I School Funding – Professional Development



Letter of Agreement

This is an understanding and agreement between:

Kagan Professional Development (Kagan)
PO Box 72008
San Clemente, CA 92673-2008

Fulton High School
& 2509 N Broadway St
Knoxville, TN 37917-4643

Federal Tax ID: 33-0593901

Kagan will present the following event:

- I. Topic: Kagan Cooperative Learning Day 1
 - II. Date(s): January 21, 2017 ✓
 - III. Total Day(s): 1
 - IV. Time: 8:30AM - 3:45PM
 - V. Location: Fulton High School
-

Fulton High School agrees to:

- I. Pay the consulting fee of \$4,799.00 for a maximum of 60 participants from Fulton High School only.
- II. **Participants attending from outside Fulton High School must pay \$219.00 per person (unless prior written approval is obtained from Kagan).**
- III. Provide additional seats for outside participants to attend this event at a price of \$219.00 per person.
- IV. Purchase the Cooperative Learning Textbook (BKCLW) and the Cooperative Learning Course Workbook Day 1 (NKWB1) for each participant at \$34.00 per person. This is an additional course materials fee, not included in aforementioned consulting fee.
- V. Sign and return this Letter of Agreement along with an approved purchase order at least 30 days prior to the start date of your event.
- VI. Contact Kagan's Workshop Coordinator with a final participant count at least 30 days prior to the start date of your event.
- VII. Provide the Kagan Workshop Coordinator with a list of workshop participant names prior to the start date of the event.
- VIII. If your signed agreement, approved purchase order, and participant count are not received at least 21 days prior to your event, you may be responsible for any additional shipping charges incurred.
- IX. Provide a location to have the workshop.
- X. Provide the following:
 1. Tables and chairs
 2. LCD projector with table, podium, extension cord with power strip, and screen (minimum 8'x8')
 3. Platform for presenter for groups over 40
 4. Lavalier wireless microphone and sound system for over 50 participants
 5. Three input cords to podium: 1) VGA cord to connect into venue projector; 2 & 3) two mini-jack input cords to connect into the venue audio system; one for the presenter's computer and the other for their iPod.
 6. Flip chart and markers (if applicable)
- XI. Comply with the terms of Kagan's Copyright: <https://www.KaganOnline.com/copyright>. Fulton High School agrees not to offer trainings on the copyrighted content of this workshop without Kagan's

permission or certification.

- XII. Collect a completed registration form from each participant in order to verify attendance and provide each participant a certification of completion.
-

Kagan agrees to:

- I. Provide consulting services.
 - II. Provide workshop materials for the instructor and participants that attend each day. Any materials in excess of attending participants will be sent back to Kagan.
 - III. Reimburse pre-approved sales helpers. The Workshop Coordinator will determine the number of helpers necessary for this event, if any. Helpers must be pre-authorized by the Workshop Coordinator in order to be eligible for reimbursement. Pre-authorized helpers will receive \$150 in Kagan product per day (not to exceed \$300 in Kagan product per event). Please see the *Workshop Sales Helper Form* for full details.
 - IV. Provide Fulton High School with an invoice and copy of applicable receipts after the event has concluded; typically within 30 days. Please contact Kagan's Contract Coordinator at 949-545-6366 if your invoice is required by a specific date.
-

Both parties understand that:

- I. Fulton High School may purchase Kagan product (except course materials) up to 3 weeks prior to the workshop date at a 10% discount plus free shipping. Please put your event date on your purchase order to ensure your discount.
 - II. Any changes in content or time must be pre-approved by Nancy Murray, the Director of Workshops and Graduate Programs.
 1. Content shall include: Kagan Cooperative Learning Day 1
 2. Grade Levels: 9-12
 - III. If the workshop is cancelled by Fulton High School for any reason after travel and/or shipping expenses are incurred by Kagan, those expenses will be reimbursed by Fulton High School.
 - IV. Outside Participants: No participants from outside the host school will be allowed to attend this workshop without the prior consent of both parties. Superintendents, principals, and administrators in charge of providing staff development are invited to attend at no cost when approved by the Director of Workshops and Graduate Programs prior to the event. If registration fees are to be collected from outside participants by either Kagan or the sponsoring school or district, both parties agree that all registration fees will go to Kagan.
 - V. Advertising of any sort, printed or electronic, must be approved by Nancy Murray, the Director of Workshops and Graduate Programs before distribution. Copies of flyers, brochures, E-mail messages, or other advertising should be on file with Laurie Kagan, the Director of Professional Development.
 - VI. It is agreed by Fulton High School that the presenter will administer a one-page Course Evaluation form to each participant. Fulton High School will return all completed evaluations to Kagan.
 - VII. It is agreed by Fulton High School that no videotaping of the presentation will be allowed without prior written consent from the Director of Professional Development, Laurie Kagan.
 - VIII. If events beyond the reasonable control of the parties (including, but not limited to, acts of God, declared war, governmental authority, terrorist attacks in or near the workshop site, or curtailment of transportation to or from the workshop site) make it illegal, impossible, or unreasonable for the trainer to perform as originally contracted under this Agreement, Kagan may terminate this Agreement, without liability. In the very extraordinary instance that an event must be cancelled by Kagan, Kagan agrees to reschedule the event, but will assume no financial responsibility to Fulton High School for the results of the cancellation.
-

Required Billing Information (*Host school/district to complete*)

This agreement must receive board approval.

Yes No

If yes, date approved: _____

The billing contact is different from the Host as listed in the above Letter of Agreement.

Yes No

If yes, please complete the following:

Billing Contact Name: _____

Title: _____

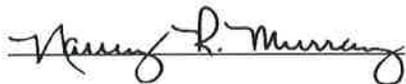
Billing Address: _____

Phone: _____ Fax: _____

Email: _____

To indicate your understanding and agreement, please sign one copy of this Letter of Agreement and return it to Kagan.

Agreed to and accepted by:



(Signature)
Kagan Professional Development

Director of Workshops & Graduate Programs
(Title)

November 1, 2016
(Date)

See attached signature page

(Signature)
Fulton High School

(Title)

(Date)

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, as reflected in its minutes, and certified by its Chairperson.



& DATE

BOARD CHAIR – Signature

Date: _____

BOARD CHAIR – Printed Name

KNOX COUNTY GOVERNMENT

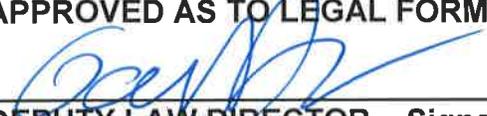
MAYOR – Signature

Date: _____

MAYOR – Printed Name

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-654
APPROVED AS TO LEGAL FORM



DEPUTY LAW DIRECTOR – Signature

Date: 11/22/16

KNOX COUNTY, TENNESSEE



DEPUTY LAW DIRECTOR – Printed Name

VENDOR

AUTHORIZED SIGNATURE

COMPANY NAME (VENDOR)

Date: _____

AGENDA COMMITTEE MEETING

6.

Meeting Date: 12/07/2016
Requested By: TERRI COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Consultant Agreement with Loving Guidance, Inc. for presentation of a Conscious Discipline Workshop at Fair Garden Family Community Center on January 6, 2017 at a cost of \$4,070.00 which includes travel and expenses utilizing Title I funding. *(Schools)*

Attachments

Agreement



Consultant Agreement

Loving Guidance, Inc - P.O. Box 622407 - Oviedo, FL 32762-2407 - Contract 1366

This agreement dated 11/17/2016, is made by and between Loving Guidance, Inc. (herein after referred to as CONSULTANT) and by the party named below as Hiring Party (herein referred to as HIRING PARTY). The CONSULTANT hereby agrees to perform the following services satisfactorily:

HIRING PARTY

Tiffany Watkins
Tiffany Watkins
400 Fern Street
Knoxville, TN 37914
P: 865-594-1320
F: 865-594-1155
C: 865-659-6212
E: tiffany.watkins@knoxschools.org

Billing Information (if different):

Fair Garden Family Community Center

Tiffany Watkins

400 Fern Street

Knoxville, TN 37914

tiffany.watkins@knoxschools.org

donna.walker@knoxschools.org

865-594-1320

EVENT INFORMATION

Event: Workshop, full day (six hours w/lunch break)

Date: 1/6/2017 1-Day Training

Time: 8:00 a.m. to 3:00 p.m. Eastern

Topic: Conscious Discipline

Presenter: Amy Speidel, Associate Presenter

SPEAKING FEE AND EXPENSES

Speaking Fee: \$4,070 which includes travel and expenses

Payment for services should be to Loving Guidance, Inc. (Fed ID #59-3386731). HIRING PARTY will be invoiced for speaking fees and travel expenses upon signing. Payment is due 30 days after service is completed.

Applicable travel receipts will be attached ONLY if HIRING PARTY requests.

Loving Guidance reserves the right to substitute speaker(s) for this event.

Flat rate fee includes expenses. If signed contract is not received at least 30 days prior to the event, an additional fee of \$550 is added to cover additional car/hotel/airfare costs.

EQUIPMENT AND ROOM SET-UP SPECIFICATIONS

The HIRING PARTY will provide the following AV equipment and furnishings at each speaking site for the CONSULTANT:

- Mobile wireless hands free microphone (wireless Lavalier microphone preferred, no hand-held microphones)
- Screen or a white wall visually accessible to the entire audience
- LCD Projector
- Public address system with ability to hook laptop and LCD projector into sound system with necessary power cords
- Small Table to hold all AV equipment
- No podium
- Two (2) tables at least 4ft x 6ft on stage
- Water for the presenter

*Please email Amy Speidel at coachamys@gmail.com if you have any questions regarding this equipment.

TRAVEL INFORMATION

CONSULTANT will obtain air travel reservations; however, no purchase will occur until such time as this contract is signed by both parties. Best efforts will be made to obtain the lowest possible travel rates.

Name of recommended hotel: Courtyard Knoxville Airport Alcoa
Closest airport: Tyson McGhee
Distance from hotel to airport: .68 miles
Distance from hotel to speaking site: 18 miles
Hotel phone number: 1-865-977-8333
Transportation from airport to hotel: Shuttle - 3 min.
Transportation from hotel to speaking site: Staff - 18 minutes
Transportation from speaking site to airport: Staff - 18 minutes

MISCELLANEOUS INFORMATION

CONSULTANT will supply a handout for the workshop. The HIRING PARTY is responsible for the duplication of handouts for attendees.

Speaking site: Fair Garden Family Community Center
Site address: 400 Fern Street
City, State, Zip: Knoxville , TN 37914
Is this a featured speaker? No
Is this event open to the public? No
Would anything be running simultaneously with the talk? No
Type of audience: Teachers
Age group of children: 3 & 4 year olds
Estimated number of attendees: 35
Additional comments:

Both the HIRING PARTY and the CONSULTANT agree that the CONSULTANT will act as an independent contractor in the performance of its duties under this contract.

The HIRING PARTY recognizes and acknowledges that all presentation material used by CONSULTANT, including any audio and video recordings of CONSULTANT presenting (regardless of who makes the recordings), is Intellectual Property owned by LOVING GUIDANCE, INC. Permission to use the Intellectual Property by HIRING PARTY shall be obtained from LOVING GUIDANCE, INC. prior to any such use.

CANCELLATION POLICY

If cancellation is necessary for any reason, CONSULTANT must be notified in writing via certified mail 45 days prior to the event date(s) agreed to within this contract. Cancellation after that time is subject to required payment of speaking fees and any purchased non-refundable travel arrangements.

Acts of God, war, government, regulation, riots, disaster, strikes, and acts of terrorism, which make performance impossible will not be penalized. Should cancellation be the direct responsibility of the CONSULTANT or it's associates, another member of the CONSULTANT team will be substituted for your presentation needs.

To insure scheduling on the requested date, this contract must be signed and returned within 30 days of the agreement date.

In witness to their understanding and agreement to these terms and conditions, the parties hereby affix their signatures below. This agreement will remain tentative and non-binding until the contract is endorsed by the CONSULTANT and HIRING PARTY, and both parties are in receipt of the ratified contract.

Becky Bailey, Conscious Discipline

Date

See attached signature page

Authorized Signature, Hiring Party

Date

11/17/16

Print Name & Title

SIGN AND RETURN COMPLETED COPY TO: Loving Guidance, Inc.
julia.mattson@consciousdiscipline.com

- Administrators
- Teachers
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Bring a Trainer to Your Site



Deepen your organization's knowledge of Conscious Discipline by hosting a keynote, a multi-day event or a week-long Conscious Discipline Institute (CDI) for your staff or district. These events offer incomparable benefits in terms of skill-building, unity, engagement and practical strategies. Choose from two options:

Keynotes and Multi-Day Events with Our Loving Guidance Associates

Quality instruction plus engagement equals meaningful learning! Your organization will experience these key elements and more when it brings a **Loving Guidance Associate** on site for a keynote or multi-day training.

Keynotes are an effective way to introduce your organization to Conscious Discipline or reinvigorate the commitment of those already applying Conscious Discipline. Multi-day events make a powerful impact on both understanding and application of Conscious Discipline. Attendees leave these events empowered with immediately usable strategies, energized by a new perspective, unified as a team and excited to apply what they've learned. Our events are custom-tailored to meet your needs.

The Loving Guidance Associates who conduct these compelling events are hand-selected, trained and certified by Dr. Bailey. **Choose your Associate** and **begin the hiring process** or contact our Loving Guidance Associate Coordinator **Julia Mattson** for assistance in choosing an Associate who is the perfect match for your organization.

► More from Dr. Becky Bailey

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Those who have attended the Conscious Discipline Institute with Dr. Becky Bailey know it is life-changing and powerful in a way other trainings can only aspire to. Once offered just to those who were able to travel to Florida, you can now bring this highly sought-after event to your doorstep!

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Consultant Agreement

Loving Guidance, Inc - P.O. Box 622407 - Oviedo, FL 32762-2407 - Contract 1366

This agreement dated 11/17/2016, is made by and between Loving Guidance, Inc. (herein after referred to as CONSULTANT) and by the party named below as Hiring Party (herein referred to as HIRING PARTY). The CONSULTANT hereby agrees to perform the following services satisfactorily:

HIRING PARTY

Tiffany Watkins
Tiffany Watkins
400 Fern Street
Knoxville, TN 37914
P: 865-594-1320
F: 865-594-1155
C: 865-659-6212
E: tiffany.watkins@knoxschools.org

Billing Information (if different):

Fair Garden Family Community Center

Tiffany Watkins

400 Fern Street

Knoxville, TN 37914

tiffany.watkins@knoxschools.org

donna.walker@knoxschools.org

865-594-1320

EVENT INFORMATION

Event: Workshop, full day (six hours w/lunch break)

Date: 1/6/2017 1-Day Training

Time: 8:00 a.m. to 3:00 p.m. Eastern

Topic: Conscious Discipline

Presenter: Amy Speidel, Associate Presenter

SPEAKING FEE AND EXPENSES

Speaking Fee: \$4,070 which includes travel and expenses

Payment for services should be to Loving Guidance, Inc. (Fed ID #59-3386731). HIRING PARTY will be invoiced for speaking fees and travel expenses upon signing. Payment is due 30 days after service is completed.

Applicable travel receipts will be attached ONLY if HIRING PARTY requests.

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Flat rate fee includes expenses. If signed contract is not received at least 30 days prior to the event, an additional fee of \$550 is added to cover additional car/hotel/airfare costs.

EQUIPMENT AND ROOM SET-UP SPECIFICATIONS

The HIRING PARTY will provide the following AV equipment and furnishings at each speaking site for the CONSULTANT:

- Mobile wireless hands free microphone (wireless Lavalier microphone preferred, no hand-held microphones)
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TRAVEL INFORMATION

CONSULTANT will obtain air travel reservations; however, no purchase will occur until such time as this contract is signed by both parties. Best efforts will be made to obtain the lowest possible travel rates.

Name of recommended hotel: Courtyard Knoxville Airport Alcoa
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Speaking site: Fair Garden Family Community Center
Site address: 400 Fern Street
City, State, Zip: Knoxville , TN 37914
Is this a featured speaker? No
Is this event open to the public? No
Would anything be running simultaneously with the talk? No
Type of audience: Teachers
Age group of children: 3 & 4 year olds
Estimated number of attendees: 35
Additional comments:

Both the HIRING PARTY and the CONSULTANT agree that the CONSULTANT will act as an independent contractor in the performance of its duties under this contract.

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In witness to their understanding and agreement to these terms and conditions, the parties hereby affix their signatures below. This agreement will remain tentative and non-binding until the contract is endorsed by the CONSULTANT and HIRING PARTY, and both parties are in receipt of the ratified contract.

Becky Bailey, Conscious Discipline

Date

Authorized Signature, Hiring Party

Date

11/17/16

Print Name & Title

SIGN AND RETURN COMPLETED COPY TO:

Loving Guidance, Inc.
julia.mattson@consciousdiscipline.com

- Administrators
- Teachers
- Mental Health Specialists
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► More from Dr. Becky Bailey

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KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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 NO. 16-743
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

DEPUTY LAW DIRECTOR – Signature

DEPUTY LAW DIRECTOR – Printed Name

Date: 11/28/16

VENDOR

AUTHORIZED SIGNATURE

COMPANY NAME (VENDOR)

Date: _____

AGENDA COMMITTEE MEETING

7.

Meeting Date: 12/07/2016
Requested By: TERRI COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Clinical Student Affiliation Agreements with NHC Farragut and Pediatric Consultants for Bearden High School Health Science student clinical training at no cost to the Knox County Schools.

(Schools)

Attachments

NHC Farragut Agreement

Pediatric Consultants Agreement

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Bearden High School [insert school] in the field of Nursing Assisting [insert field], Knox County Schools (KCS) hereby enters into an agreement with NHC Farragut [insert business/facility] to provide this service between March 20 - May 12, 2017 [insert dates].

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (*See Addendum 4*). KCS may instruct the Student to provide the forms to the Facility.
- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (*See Addendum 5*). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (*See Addendum 2* for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;

- 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.
- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, Including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
 - B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
 - C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.
- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

NHC Farragut
120 Cavette Hill Lane
Knoxville, TN 37934

If to KCS:

Jeana Kirby, RN, MSN
 Knox County Schools

Career and Technical Education Facilitator
 535 Chickamauga Avenue
 Knoxville, TN 37917

-
9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Karla Lone
Authorized Representative

Printed Name: Karla Lone

Date: 9/23/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-660
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

Gary Dwyler
DEPUTY LAW DIRECTOR – Signature

Gary Dwyler
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Bearden High School in the field of Pediatrics, Knox County Schools (KCS) hereby enters into an agreement with Pediatric Consultants –UT Medical Center office to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.
- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

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- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
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- 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.
- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, Including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. NOTICES. Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools

Pediatric Consultants
1930 Alcoa Highway
Ste 145
KNOXVILLE, TN 37920

Career and Technical Education Facilitator
535 Chickamauga Avenue
Knoxville, TN 37917

-
9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

SYED AKHTER

Authorized Representative

Printed Name: SYED AKHTER MD

Date: 11/1/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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

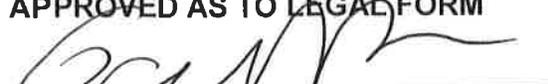
Date: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-661
APPROVED AS TO LEGAL FORM


DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE


DEPUTY LAW DIRECTOR – Printed Name

11/22/16

Date: _____

**CLINICAL STUDENT AFFILIATION AGREEMENT
ADDENDUM 1**

Patient care Duties to Be Provided By Students

[FACILITY TO COMPLETE LIST OF DUTIES AND ATTACH]

TYPE OF PROGRAM:

Vocational/Technical Junior
College
Four Year College
Graduate School

ACADEMIC LEVEL:

Freshman
Sophomore
Junior
Senior

EXPERIENCE LEVEL:

Beginner/Basic
Some Experience
Advanced

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 2

The following Patient Care Duties cannot be provided By Students:

Students cannot administer IV Push Medications.

Students cannot administer blood or blood products.

Students cannot serve as witness[es] to legal documents.

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 3

Other Required Testing:

MMR: Measles; Mumps; and Rubella

Tuberculin Skin Test (PPD) (annual requirement)

Hepatitis B or Signed Waiver refusing

Varicella (Chicken Pox)

Influenza (when it is available) or Signed Waiver refusing

[The Influenza vaccination is to be highlighted if the facility requires it. If **not** highlighted, it is **not** a requirement].

STUDENT AFFILIATION AGREEMENT - ADDENDUM 4

STUDENT SUBSTANCE POLICY CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy prohibits Students (as well as applicants, employees and contractors) from using "Substances" including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

The Substance Policy

The Students are seeking Facility experience that is not granted to the general public.

It is Facility policy to maintain a drug and alcohol free environment.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility's substance abuse policy, including Substance testing.

Any Student who chooses not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has chosen not to comply with the Facility's or School's directives;
- Is unfit for duty; and/or
- Has not passed a Substance test within the twelve (12) months preceding Student's provision of Patient Care Services.

KCS shall:

- Provide the Facility with a copy of each Student's completed Consent Form or request Student to provide the completed Consent Form to the Facility;

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

Student Consent, Disclosure and Release

I choose to:

- Agree with and follow the Substance Policy.
- To provide any specimen(s) and to authorize the Facility and any associated persons and/or entities to conduct tests for alcohol and drugs and to allow them to access and utilize specimen and test information as needed pursuant to the Substance Policy and process.
- Release Knox County Schools and the Facility and any associated persons and/or entities from any and all claims, causes of action, damages, or liabilities whatsoever arising out of or related to the Substance Policy and process.

Student Choice to Consent or Not Consent

I have read the above and I choose to (check one)

Consent

or

NOT consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Date
Parent and/or Guardian's Signature

Date

Student's Printed Name

STUDENT AFFILIATION AGREEMENT - ADDENDUM 5

STUDENT BACKGROUND CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy requires Students (as well as applicants, employees and contractors) to pass background checks before being allowed to access the Facility.

The Background Check Policy

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by Knox County Schools or the Facility.

Any Student who has chosen not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or KCS directives;
- Fails to meet dress code standards and ensuring that their attire clearly identifies them as a Student, rather than as employees, agents, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a Background test within the twelve (12) months preceding Student's provision of Patient Care Services.

Facility shall complete each of the following background checks before Students may provide Patient Care Services at Facility:

- Office of Inspector General ("OIG") List of Excluded Individuals/Entities
- Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain internet sites.
- License or Certification
- Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.

o Criminal Records Check

- Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to provide Patient Care Services at the Facility and thereafter as often as is required by law. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

Student Choice to Consent or Not Consent

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand this report may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

I also authorize the School and Facility and their agents to contact any government or private entities or persons to verify the validity of any documentation.

I have read the above and I choose to (check one)

Consent

Or

NOT Consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature Date

Student's Printed Name Date

ADDENDUM 6

DISCLOSURE AND AUTHORIZATION

I authorize the Facility, any persons and entities associated with the Facility, to conduct background investigations which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigations may include seeing information about me such as my employment(s), personal history, education, character, general reputation, criminal, licensure/certification, credit and driving histories.

I also authorize, without reservation, the obtaining of information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release that information, without reservation.

Print legal first, middle and last name

Social Security Number DOB

Driver's License # & State Issued

Health License/Certificate # & State Issued

AGENDA COMMITTEE MEETING

8.

Meeting Date: 12/07/2016
Requested By: TERRI COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Clinical Student Affiliation Agreements with Associated Therapeutics; Clearly Speaking Speech Pathology; Companion Animal Hospital; Fannon Animal Hospital; Fountain City Animal Hospital; Fountain City Family Physicians; Just for Pets Animal Clinic; Michael Molloy, DDS; Stan Pozega, DDS; and Tennessee Valley Audiology for Central High School Health Science student clinical training at no cost to the Knox County Schools.

(Schools)

Attachments

- Associated Therapeutics Agreement
- Clearly Speaking Agreement
- Companion Animal Hospital Agreement
- Fannon Animal Hospital Agreement
- Fountain City Animal Hospital Agreement
- Fountain City Family Physicians Agreement
- Just for Pets Agreement
- Michael Molloy, DDS Agreement
- Stan Pozega, DDS Agreement
- Tennessee Valley Audiology Agreement

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Central High School [insert school] in the field of Physical Therapy [insert field], Knox County Schools (KCS) hereby enters into an agreement with Associated Therapeutics [insert business/facility] to provide this service between 2016-2017 School Year [insert dates].

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained

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- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
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- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
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8. NOTICES. Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools

Career and Technical Education Facilitator
535 Chickamauga Avenue
Knoxville, TN 37917

Tom Kelly PT
Associated Therapies
2704 Mineral Springs Ave
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
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FACILITY Associated Therapies Inc

Thomas Kelly RT
Authorized Representative

Printed Name: Thomas J Kelly

Date: 8/24/2016

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 116-662
APPROVED AS TO LEGAL FORM

[Signature]
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dupler
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Central High School [insert school] in the field of Speech Pathology [insert field], Knox County Schools (KCS) hereby enters into an agreement with Clearly Speaking Speech Pathology [insert business/facility] to provide this service between 2016-2017 School Year [insert dates].

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
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- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
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- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
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- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
 - B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
 - C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.
8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools

Clearly Speaking Speech Pathology
2900 Tazewell Pike, #C
Knoxville, TN 37918
865-686-0082

Career and Technical Education Facilitator
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY



Authorized Representative

Printed Name: Ian Brandon

Date: 8-12-16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

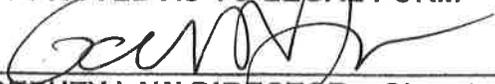
DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-663
APPROVED AS TO LEGAL FORM


DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dupler
DEPUTY LAW DIRECTOR – Printed Name

Date: 4/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Central High School [insert school] in the field of Veterinary Medicine [insert field], Knox County Schools (KCS) hereby enters into an agreement with Companion Animal Hospital [insert business/facility] to provide this service between 2016-2017 School year [insert dates].

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained

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 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.
- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

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8. NOTICES. Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools

Companion Animal Hospital
2930 Tazewell Pike
Knoxville, TN 37918
865-689-2719

Career and Technical Education Facilitator
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
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FACILITY

Debbie Gayk
Authorized Representative

Printed Name: Debbie Gayk

Date: 8-25-16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-664
APPROVED AS TO LEGAL FORM

[Signature]
DEPUTY LAW DIRECTOR – Signature

Date: 11/22/16

KNOX COUNTY, TENNESSEE

Gary Dupler
DEPUTY LAW DIRECTOR – Printed Name

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Central High School [insert school] in the field of Veterinary Medicine [insert field], Knox County Schools (KCS) hereby enters into an agreement with Fannon Animal Hospital [insert business/facility] to provide this service between 2016-2017 School Year [insert dates].

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required by the Facility*. (See Addendum 4).

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

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- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

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- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
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 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
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- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

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- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. NOTICES. Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools

*Fannon Animal Hospital
5009 Clinton Hwy.
Knoxville, TN 37912
865-689-5000*

Career and Technical Education Facilitator
535 Chickamauga Avenue
Knoxville, TN 37917

- 9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
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Please print, sign, & Date here

FACILITY

Leslie Brown
Authorized Representative

Printed Name: Leslie Brown

Date: 11/16/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

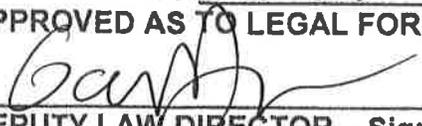
DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

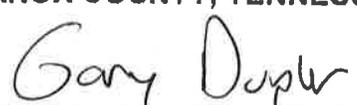
KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 116-665
APPROVED AS TO LEGAL FORM



DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE



DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Central High School [insert school] in the field of Veterinary Medicine [insert field], Knox County Schools (KCS) hereby enters into an agreement with Fountain City Animal Hospital [insert business/facility] to provide this service between 2016-2017 School year [insert dates].

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

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- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.
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- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, Including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. NOTICES. Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools

Fountain City Animal Hospital
5630 N. Broadway St.
Knoxville, TN 37918
865-688-0776

Career and Technical Education Facilitator
535 Chickamauga Avenue
Knoxville, TN 37917

-
9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Carol Hewson

Authorized Representative

Printed Name: Carol Hewson

Date: 10/6/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-666
APPROVED AS TO LEGAL FORM

[Signature]
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dupler
DEPUTY LAW DIRECTOR – Printed Name

4/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Central High School [insert school] in the field of Nurse [insert field], Knox County Schools (KCS) hereby enters into an agreement with Fountain City Family Physicians [insert business/facility] to provide this service between 2016-2017 School Year [insert dates].

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, if the Facility requires such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations)
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained

- 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.
- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. NOTICES. Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility.

If to KCS.

Jeana Kirby, RN, MSN
Knox County Schools

Brian Bumpus
Summit Medical Group
1225 E. Weisgarber Rd. Ste 200
Knoxville, TN 37909

Career and Technical Education Facilitator
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Ed Curtis

Authorized Representative

Printed Name: Ed Curtis

Date: Aug 23, 2016

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-667
APPROVED AS TO LEGAL FORM


DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dupler
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Central High School [insert school] in the field of Veterinary Medicine [insert field], Knox County Schools (KCS) hereby enters into an agreement with Just For Pets Animal Clinic [insert business/facility] to provide this service between 2016-2017 School Year [insert dates].

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained

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 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.
- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. NOTICES. Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools

Just For Pets Animal Clinic
5034 N. Broadway #255
Knoxville, TN 37918
865-357-1838

Career and Technical Education Facilitator
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
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14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any

FACILITY

Jacqueline D. Sherrad
Authorized Representative

Printed Name: Jacqueline D. Sherrad

Date: 9-22-16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-668
APPROVED AS TO LEGAL FORM

Gary Dwyer
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dwyer
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Central High School [insert school] in the field of Dental Hygiene [insert field], Knox County Schools (KCS) hereby enters into an agreement with Michael Molloy, DDS [insert business/facility] to provide this service between 2016 - 2017 School year [insert dates].

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
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- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
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- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
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8. NOTICES. Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools

Career and Technical Education Facilitator
535 Chickamauga Avenue
Knoxville, TN 37917

Michael Molloy, DDS
4620 Old Broadway NE #A
Knoxville, TN 37918
865-688-2045

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Karen Smith
Authorized Representative

Printed Name: Karen Smith

Date: 11/10/2016

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-669
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

Gary Dwyer
DEPUTY LAW DIRECTOR – Signature

Gary Dwyer
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Central High School [insert school] in the field of Dental Hygiene [insert field], Knox County Schools (KCS) hereby enters into an agreement with Stan Pozega, DDS [insert business/facility] to provide this service between 2016-2017 School Year [insert dates].

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained

- 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.
- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. NOTICES. Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools

Stan Pozega, DDS
5034 N. Broadway St. #200
Knoxville, TN 37918
865-689-5850

Career and Technical Education Facilitator
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
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FACILITY

Stan Pozega DIS
Authorized Representative

Printed Name: STAN POZEGA

Date: 8/29/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-670
APPROVED AS TO LEGAL FORM

[Signature]
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dwyer
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Central High School [insert school] in the field of Audiology [insert field], Knox County Schools (KCS) hereby enters into an agreement with Tennessee Valley Audiology [insert business/facility] to provide this service between 2016-2017 School Year [insert dates].

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate⁵ of the occurrence through a policy obtained

- 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.
- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, Including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. NOTICES. Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools

Tennessee Valley Audiology
2900 Tazewell Pike # F
Knoxville, TN 37918
865-688-8700

Career and Technical Education Facilitator
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
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15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Patricia W. Earl
Authorized Representative

Printed Name: PATRICIA W EARL

Date: 8-12-2016

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-671
APPROVED AS TO LEGAL FORM

[Signature]
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dupler
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

AGENDA COMMITTEE MEETING

9.

Meeting Date: 12/07/2016
Requested By: TERRI COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Clinical Student Affiliation Agreements with Benchmark Physical Therapy at 501 Adessa Parkway, Lenoir City, Tennessee; Benchmark Physical Therapy at 631 N. Campbell Station Road, Knoxville, Tennessee; Benchmark Physical Therapy at 8904 Cross Park Drive, Knoxville, Tennessee; The Eye Clinic; Farragut Pharmacy; Innovative Petcare; Knoxville Pediatrics Associates (Dr. Cameron Blevins); Knoxville Pediatrics Associates (Dr. Jeff Lin); Lakeway Urgent Care at 460 Medical Park Drive, Lenoir City, Tennessee; Lakeway Urgent Care at 2461 University Commons Way, Knoxville, Tennessee; Loudon Pediatric Clinic; NHC Farragut; Pediatric Consultants, Inc. in Lenoir City, Tennessee; Summitt View Nursing Home; and Village Veterinary Medical Center for Farragut High School Health Science student clinical training at no cost to the Knox County Schools.
(Schools)

Attachments

- Benchmark Physical Therapy Agreement
- Benchmark Physical Therapy Agreement
- Benchmark Physical Therapy Agreement
- The Eye Clinic Agreement
- Farragut Pharmacy Agreement
- Innovative Petcare Agreement
- Knoxville Pediatrics Associates Agreement
- Knoxville Pediatrics Associates Agreement
- Lakeway Urgent Care Agreement
- Lakeway Urgent Care Agreement
- Loudon Pediatric Clinic Agreement
- NHC Farragut Agreement
- Pediatric Consultants Agreement
- Summitt View Nursing Home Agreement
- Village Veterinary Agreement

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Farragut High School_ in the field of Occupational Therapy__, Knox County Schools (KCS) hereby enters into an agreement with Benchmark___to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
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Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

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4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
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 - 1) Students have health insurance during their clinical rotation at Facility;

have worker's compensation insurance (or, the government version of such insurance); and

3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.

4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

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A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:
Benchmark PT
Colleen Bullen
8904 Cross Park Dr.
Knoxville, TN 37923

If to KCS: Jeana Kirby, RN, MSN
Knox County Schools

Career and Technical Education Facilitator
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Gleen Bullen
Authorized Representative

Printed Name: COLEEN BULLEN

Date: 10/3/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-684
APPROVED AS TO LEGAL FORM

Gary Dupler
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dupler
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

**CLINICAL STUDENT AFFILIATION AGREEMENT
ADDENDUM 1**

Patient care Duties to Be Provided By Students

[FACILITY TO COMPLETE LIST OF DUTIES AND ATTACH]

TYPE OF PROGRAM:

Vocational/Technical
Junior College
Four Year College
Graduate School

ACADEMIC LEVEL:

Freshman
Sophomore
Junior
Senior

EXPERIENCE LEVEL:

Beginner/Basic
Some Experience
Advanced

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 2

The following Patient Care Duties cannot be provided By Students:

Students cannot administer IVPush Medications.

Students cannot administer blood or blood products.

Students cannot serve as witness[es] to legal documents.

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 3

Other Required Testing:

MMR: Measles; Mumps; and Rubella

Tuberculin Skin Test (PPD) (annual requirement)

Hepatitis B or Signed Waiver refusing

Varicella (Chicken Pox)

Influenza (when it is available) or Signed Waiver refusing

[The Influenza vaccination is to be highlighted if the facility requires it. If **not** highlighted, it is **not** a requirement].

STUDENT AFFILIATION AGREEMENT -ADDENDUM 4

STUDENT SUBSTANCE POLICY CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy prohibits Students (as well as applicants, employees and contractors) from using "Substances" including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

The Substance Policy

The Students are seeking Facility experience that is not granted to the general public.

It is Facility policy to maintain a drug and alcohol free environment.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility's substance abuse policy, including Substance testing.

Any Student who chooses not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has chosen not to comply with the Facility's or School's directives;
- Is unfit for duty; and/or
- Has not passed a Substance test within the twelve (12) months preceding Student's provision of Patient Care Services.

KCS shall:

- Provide the Facility with a copy of each Student's completed Consent Form or request Student to provide the completed Consent Form to the Facility;

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

Student Consent, Disclosure and Release

I choose to:

- Agree with and follow the Substance Policy.
- To provide any specimen(s) and to authorize the Facility and any associated persons and/or entities to conduct tests for alcohol and drugs and to allow them to access and utilize specimen and test information as needed pursuant to the Substance Policy and process.
- Release Knox County Schools and the Facility and any associated persons and/or entities from any and all claims, causes of action, damages, or liabilities whatsoever arising out of or related to the Substance Policy and process.

Student Choice to Consent or Not Consent

I have read the above and I choose to (check one)

Consent

or

NOT consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

STUDENT AFFILIATION AGREEMENT - ADDENDUM 5

STUDENT BACKGROUND CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy requires Students (as well as applicants, employees and contractors) to pass background checks before being allowed to access the Facility.

The Background Check Policy

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by Knox County Schools or the Facility.

Any Student who has chosen not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or KCS directives;
- Fails to meet dress code standards and ensuring that their attire clearly identifies them as a Student, rather than as employees, agents, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a Background test within the twelve (12) months preceding Student's provision of Patient Care Services.

Facility shall complete each of the following background checks before Students may provide Patient Care Services at Facility:

- o Office of Inspector General ("OIG") List of Excluded Individuals/Entities
 - Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain internet sites.
- o License or Certification
 - Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.
- o Criminal Records Check

- Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to provide Patient Care Services at the Facility and thereafter as often as is required by law. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

Student Choice to Consent or Not Consent

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand this report may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

I also authorize the School and Facility and their agents to contact any government or private entities or persons to verify the validity of any documentation.

I have read the above and I choose to (check one)

Consent

Or

NOT Consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

ADDENDUM 6

DISCLOSURE AND AUTHORIZATION

I authorize the Facility, any persons and entities associated with the Facility, to conduct background investigations which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigations may include seeing information about me such as my employment(s), personal history, education, character, general reputation, criminal, licensure/certification, credit and driving histories.

I also authorize, without reservation, the obtaining of information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release that information, without reservation.

Print legal first, middle and last name

Social Security Number DOB

Driver's License # & State Issued

Health License/Certificate # & State Issued

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Farragut High School_ in the field of Physical Therapy__, Knox County Schools (KCS) hereby enters into an agreement with Benchmark Physical Therapy___to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;

have worker's compensation insurance (or, the government version of such insurance); and

3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.

4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools

Ms. Daugherty
Benchmark PT

631 N Campbell Station Rd Ste 1600 171
Farragut, TN 37934

Career and Technical Education Facilitator
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
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15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Susan Daugherty
Authorized Representative

Printed Name: SUSAN DAUGHARTY

Date: 9/21/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-683
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

Gary Dupler
DEPUTY LAW DIRECTOR – Signature

Gary Dupler
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/8/16

**CLINICAL STUDENT AFFILIATION AGREEMENT
ADDENDUM 1**

Patient care Duties to Be Provided By Students

[FACILITY TO COMPLETE LIST OF DUTIES AND ATTACH]

TYPE OF PROGRAM:

Vocational/Technical
Junior College
Four Year College
Graduate School

ACADEMIC LEVEL:

Freshman
Sophomore
Junior
Senior

EXPERIENCE LEVEL:

Beginner/Basic
Some Experience
Advanced

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 2

The following Patient Care Duties cannot be provided By Students:

Students cannot administer IVPush Medications.

Students cannot administer blood or blood products.

Students cannot serve as witness[es] to legal documents.

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 3

Other Required Testing:

MMR: Measles; Mumps; and Rubella

Tuberculin Skin Test (PPD) (annual requirement)

Hepatitis B or Signed Waiver refusing

Varicella (Chicken Pox)

Influenza (when it is available) or Signed Waiver refusing

[The Influenza vaccination is to be highlighted if the facility requires it. If **not** highlighted, it is **not** a requirement].

STUDENT AFFILIATION AGREEMENT -ADDENDUM 4

STUDENT SUBSTANCE POLICY CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy prohibits Students (as well as applicants, employees and contractors) from using "Substances" including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

The Substance Policy

The Students are seeking Facility experience that is not granted to the general public.

It is Facility policy to maintain a drug and alcohol free environment.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility's substance abuse policy, including Substance testing.

Any Student who chooses not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has chosen not to comply with the Facility's or School's directives;
- Is unfit for duty; and/or
- Has not passed a Substance test within the twelve (12) months preceding Student's provision of Patient Care Services.

KCS shall:

- Provide the Facility with a copy of each Student's completed Consent Form or request Student to provide the completed Consent Form to the Facility;

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

Student Consent, Disclosure and Release

I choose to:

- Agree with and follow the Substance Policy.
- To provide any specimen(s) and to authorize the Facility and any associated persons and/or entities to conduct tests for alcohol and drugs and to allow them to access and utilize specimen and test information as needed pursuant to the Substance Policy and process.
- Release Knox County Schools and the Facility and any associated persons and/or entities from any and all claims, causes of action, damages, or liabilities whatsoever arising out of or related to the Substance Policy and process.

Student Choice to Consent or Not Consent

I have read the above and I choose to (check one)

Consent

or

NOT consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

STUDENT AFFILIATION AGREEMENT - ADDENDUM 5

STUDENT BACKGROUND CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy requires Students (as well as applicants, employees and contractors) to pass background checks before being allowed to access the Facility.

The Background Check Policy

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by Knox County Schools or the Facility.

Any Student who has chosen not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or KCS directives;
- Fails to meet dress code standards and ensuring that their attire clearly identifies them as a Student, rather than as employees, agents, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a Background test within the twelve (12) months preceding Student's provision of Patient Care Services.

Facility shall complete each of the following background checks before Students may provide Patient Care Services at Facility:

- o Office of Inspector General ("OIG") List of Excluded Individuals/Entities
 - Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain internet sites.
- o License or Certification
 - Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.
- o Criminal Records Check

- Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to provide Patient Care Services at the Facility and thereafter as often as is required by law. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

Student Choice to Consent or Not Consent

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand this report may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

I also authorize the School and Facility and their agents to contact any government or private entities or persons to verify the validity of any documentation.

I have read the above and I choose to (check one)

Consent

Or

NOT Consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

ADDENDUM 6

DISCLOSURE AND AUTHORIZATION

I authorize the Facility, any persons and entities associated with the Facility, to conduct background investigations which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigations may include seeing information about me such as my employment(s), personal history, education, character, general reputation, criminal, licensure/certification, credit and driving histories.

I also authorize, without reservation, the obtaining of information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release that information, without reservation.

Print legal first, middle and last name

Social Security Number DOB

Driver's License # & State Issued

Health License/Certificate # & State Issued

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Farragut High School_ in the field of Physical Therapy___, Knox County Schools (KCS) hereby enters into an agreement with Benchmark PT___ to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;

have worker's compensation insurance (or, the government version of such insurance); and

3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.

4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, Including HIPAA)

A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

If to KCS:

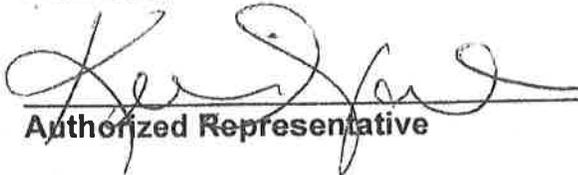
Jeana Kirby, RN, MSN
Knox County Schools

V. S. ELANNA NIXLSON
BENCHMARK PT
501 Adessa Parkway Suite A140
Lenoir City, TN 37771

Career and Technical Education Facilitator
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY



Authorized Representative

Printed Name: KERIANNA NIELSEN

Date: 9/23/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-682
APPROVED AS TO LEGAL FORM



DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE



DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

**CLINICAL STUDENT AFFILIATION AGREEMENT
ADDENDUM 1**

Patient care Duties to Be Provided By Students

[FACILITY TO COMPLETE LIST OF DUTIES AND ATTACH]

TYPE OF PROGRAM:

Vocational/Technical
Junior College
Four Year College
Graduate School

ACADEMIC LEVEL:

Freshman
Sophomore
Junior
Senior

EXPERIENCE LEVEL:

Beginner/Basic
Some Experience
Advanced

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 2

The following Patient Care Duties cannot be provided By Students:

Students cannot administer IVPush Medications.

Students cannot administer blood or blood products.

Students cannot serve as witness[es] to legal documents.

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 3

Other Required Testing:

MMR: Measles; Mumps; and Rubella

Tuberculin Skin Test (PPD) (annual requirement)

Hepatitis B or Signed Waiver refusing

Varicella (Chicken Pox)

Influenza (when it is available) or Signed Waiver refusing

[The Influenza vaccination is to be highlighted if the facility requires it. If **not** highlighted, it is **not** a requirement].

STUDENT AFFILIATION AGREEMENT -ADDENDUM 4

STUDENT SUBSTANCE POLICY CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy prohibits Students (as well as applicants, employees and contractors) from using "Substances" including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

The Substance Policy

The Students are seeking Facility experience that is not granted to the general public.

It is Facility policy to maintain a drug and alcohol free environment.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility's substance abuse policy, including Substance testing.

Any Student who chooses not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has chosen not to comply with the Facility's or School's directives;
- Is unfit for duty; and/or
- Has not passed a Substance test within the twelve (12) months preceding Student's provision of Patient Care Services.

KCS shall:

- Provide the Facility with a copy of each Student's completed Consent Form or request Student to provide the completed Consent Form to the Facility;

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

Student Consent, Disclosure and Release

I choose to:

- Agree with and follow the Substance Policy.
- To provide any specimen(s) and to authorize the Facility and any associated persons and/or entities to conduct tests for alcohol and drugs and to allow them to access and utilize specimen and test information as needed pursuant to the Substance Policy and process.
- Release Knox County Schools and the Facility and any associated persons and/or entities from any and all claims, causes of action, damages, or liabilities whatsoever arising out of or related to the Substance Policy and process.

Student Choice to Consent or Not Consent

I have read the above and I choose to (check one)

Consent

or

NOT consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

STUDENT AFFILIATION AGREEMENT - ADDENDUM 5

STUDENT BACKGROUND CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy requires Students (as well as applicants, employees and contractors) to pass background checks before being allowed to access the Facility.

The Background Check Policy

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by Knox County Schools or the Facility.

Any Student who has chosen not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or KCS directives;
- Fails to meet dress code standards and ensuring that their attire clearly identifies them as a Student, rather than as employees, agents, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a Background test within the twelve (12) months preceding Student's provision of Patient Care Services.

Facility shall complete each of the following background checks before Students may provide Patient Care Services at Facility:

- o Office of Inspector General ("OIG") List of Excluded Individuals/Entities
 - Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain internet sites.
- o License or Certification
 - Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.
- o Criminal Records Check

- Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to provide Patient Care Services at the Facility and thereafter as often as is required by law. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

Student Choice to Consent or Not Consent

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand this report may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

I also authorize the School and Facility and their agents to contact any government or private entities or persons to verify the validity of any documentation.

I have read the above and I choose to (check one)

Consent

Or

NOT Consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

ADDENDUM 6

DISCLOSURE AND AUTHORIZATION

I authorize the Facility, any persons and entities associated with the Facility, to conduct background investigations which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigations may include seeing information about me such as my employment(s), personal history, education, character, general reputation, criminal, licensure/certification, credit and driving histories.

I also authorize, without reservation, the obtaining of information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release that information, without reservation.

Print legal first, middle and last name

Social Security Number DOB

Driver's License # & State Issued

Health License/Certificate # & State Issued

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Farragut High School_ in the field of Optometry___, Knox County Schools (KCS) hereby enters into an agreement with The Eye Clinic___to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;

have worker's compensation insurance (or, the government version of such insurance); and

- 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.
- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

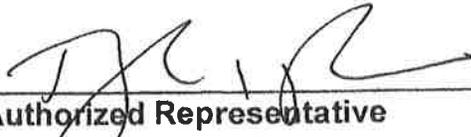
7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
 - B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
 - C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.
8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:	If to KCS:	Jeana Kirby, RN, MSN Knox County Schools Career and Technical Education Facilitator 535 Chickamauga Avenue Knoxville, TN 37917
<u>American Dental</u> <u>Dr. Ruste</u> <u>11124 Kingston Pike Suite 127</u> <u>Forrester</u> 37934	197	

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

x  _____
Authorized Representative

Printed Name: BEAKS RUST

Date: 9.27.16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

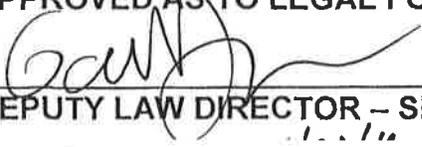
DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-685
APPROVED AS TO LEGAL FORM

 _____
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

 _____
DEPUTY LAW DIRECTOR – Printed Name

CLINICAL STUDENT AFFILIATION AGREEMENT
ADDENDUM 1

Patient care Duties to Be Provided By Students

[FACILITY TO COMPLETE LIST OF DUTIES AND ATTACH]

TYPE OF PROGRAM:

Vocational/Technical
Junior College
Four Year College
Graduate School

ACADEMIC LEVEL:

Freshman
Sophomore
Junior
Senior

EXPERIENCE LEVEL:

Beginner/Basic
Some Experience
Advanced

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 2

The following Patient Care Duties cannot be provided By Students:

Students cannot administer IVPush Medications.

Students cannot administer blood or blood products.

Students cannot serve as witness[es] to legal documents.

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 3

Other Required Testing:

MMR: Measles; Mumps; and Rubella

Tuberculin Skin Test (PPD) (annual requirement)

Hepatitis B or Signed Waiver refusing

Varicella (Chicken Pox)

Influenza (when it is available) or Signed Waiver refusing

[The Influenza vaccination is to be highlighted if the facility requires it. If **not** highlighted, it is **not** a requirement].

STUDENT AFFILIATION AGREEMENT -ADDENDUM 4

STUDENT SUBSTANCE POLICY CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy prohibits Students (as well as applicants, employees and contractors) from using "Substances" including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

The Substance Policy

The Students are seeking Facility experience that is not granted to the general public.

It is Facility policy to maintain a drug and alcohol free environment.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility's substance abuse policy, including Substance testing.

Any Student who chooses not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has chosen not to comply with the Facility's or School's directives;
- Is unfit for duty; and/or
- Has not passed a Substance test within the twelve (12) months preceding Student's provision of Patient Care Services.

KCS shall:

- Provide the Facility with a copy of each Student's completed Consent Form or request Student to provide the completed Consent Form to the Facility;

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

Student Consent, Disclosure and Release

I choose to:

- Agree with and follow the Substance Policy.
- To provide any specimen(s) and to authorize the Facility and any associated persons and/or entities to conduct tests for alcohol and drugs and to allow them to access and utilize specimen and test information as needed pursuant to the Substance Policy and process.
- Release Knox County Schools and the Facility and any associated persons and/or entities from any and all claims, causes of action, damages, or liabilities whatsoever arising out of or related to the Substance Policy and process.

Student Choice to Consent or Not Consent

I have read the above and I choose to (check one)

Consent

or

NOT consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

STUDENT AFFILIATION AGREEMENT - ADDENDUM 5

STUDENT BACKGROUND CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy requires Students (as well as applicants, employees and contractors) to pass background checks before being allowed to access the Facility.

The Background Check Policy

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by Knox County Schools or the Facility.

Any Student who has chosen not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or KCS directives;
- Fails to meet dress code standards and ensuring that their attire clearly identifies them as a Student, rather than as employees, agents, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a Background test within the twelve (12) months preceding Student's provision of Patient Care Services.

Facility shall complete each of the following background checks before Students may provide Patient Care Services at Facility:

- o Office of Inspector General ("OIG") List of Excluded Individuals/Entities
 - Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain internet sites.
- o License or Certification
 - Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.
- o Criminal Records Check

- Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to provide Patient Care Services at the Facility and thereafter as often as is required by law. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

Student Choice to Consent or Not Consent

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand this report may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

I also authorize the School and Facility and their agents to contact any government or private entities or persons to verify the validity of any documentation.

I have read the above and I choose to (check one)

Consent

Or

NOT Consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

ADDENDUM 6

DISCLOSURE AND AUTHORIZATION

I authorize the Facility, any persons and entities associated with the Facility, to conduct background investigations which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigations may include seeing information about me such as my employment(s), personal history, education, character, general reputation, criminal, licensure/certification, credit and driving histories.

I also authorize, without reservation, the obtaining of information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release that information, without reservation.

Print legal first, middle and last name

Social Security Number DOB

Driver's License # & State Issued

Health License/Certificate # & State Issued

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Farragut High School_ in the field of Pharmacy___, Knox County Schools (KCS) hereby enters into an agreement with Farragut Pharmacy___to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;

have worker's compensation insurance (or, the government version of such insurance); and

3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.

4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools

Career and Technical Education Facilitator
535 Chickamauga Avenue
Knoxville, TN 37917

ELIZABETH SEAGRAVES
Farragut Pharmacy
11424 Kingston Ave
Farragut, TN 37934

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Elizabeth M. Segroves
Authorized Representative

Printed Name: Elizabeth M. Segroves

Date: 9/21/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-686
APPROVED AS TO LEGAL FORM

[Signature]
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dyer
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

**CLINICAL STUDENT AFFILIATION AGREEMENT
ADDENDUM 1**

Patient care Duties to Be Provided By Students

[FACILITY TO COMPLETE LIST OF DUTIES AND ATTACH]

TYPE OF PROGRAM:

Vocational/Technical
Junior College
Four Year College
Graduate School

ACADEMIC LEVEL:

Freshman
Sophomore
Junior
Senior

EXPERIENCE LEVEL:

Beginner/Basic
Some Experience
Advanced

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 2

The following Patient Care Duties cannot be provided By Students:

Students cannot administer IVPush Medications.

Students cannot administer blood or blood products.

Students cannot serve as witness[es] to legal documents.

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 3

Other Required Testing:

MMR: Measles; Mumps; and Rubella

Tuberculin Skin Test (PPD) (annual requirement)

Hepatitis B or Signed Waiver refusing

Varicella (Chicken Pox)

Influenza (when it is available) or Signed Waiver refusing

[The Influenza vaccination is to be highlighted if the facility requires it. If **not** highlighted, it is **not** a requirement].

STUDENT AFFILIATION AGREEMENT -ADDENDUM 4

STUDENT SUBSTANCE POLICY CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy prohibits Students (as well as applicants, employees and contractors) from using "Substances" including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

The Substance Policy

The Students are seeking Facility experience that is not granted to the general public.

It is Facility policy to maintain a drug and alcohol free environment.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility's substance abuse policy, including Substance testing.

Any Student who chooses not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has chosen not to comply with the Facility's or School's directives;
- Is unfit for duty; and/or
- Has not passed a Substance test within the twelve (12) months preceding Student's provision of Patient Care Services.

KCS shall:

- Provide the Facility with a copy of each Student's completed Consent Form or request Student to provide the completed Consent Form to the Facility;

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

Student Consent, Disclosure and Release

I choose to:

- Agree with and follow the Substance Policy.
- To provide any specimen(s) and to authorize the Facility and any associated persons and/or entities to conduct tests for alcohol and drugs and to allow them to access and utilize specimen and test information as needed pursuant to the Substance Policy and process.
- Release Knox County Schools and the Facility and any associated persons and/or entities from any and all claims, causes of action, damages, or liabilities whatsoever arising out of or related to the Substance Policy and process.

Student Choice to Consent or Not Consent

I have read the above and I choose to (check one)

Consent

or

NOT consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

STUDENT AFFILIATION AGREEMENT - ADDENDUM 5

STUDENT BACKGROUND CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy requires Students (as well as applicants, employees and contractors) to pass background checks before being allowed to access the Facility.

The Background Check Policy

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by Knox County Schools or the Facility.

Any Student who has chosen not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or KCS directives;
- Fails to meet dress code standards and ensuring that their attire clearly identifies them as a Student, rather than as employees, agents, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a Background test within the twelve (12) months preceding Student's provision of Patient Care Services.

Facility shall complete each of the following background checks before Students may provide Patient Care Services at Facility:

- o Office of Inspector General ("OIG") List of Excluded Individuals/Entities
 - Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain internet sites.
- o License or Certification
 - Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.
- o Criminal Records Check

- Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to provide Patient Care Services at the Facility and thereafter as often as is required by law. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

Student Choice to Consent or Not Consent

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand this report may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

I also authorize the School and Facility and their agents to contact any government or private entities or persons to verify the validity of any documentation.

I have read the above and I choose to (check one)

Consent

Or

NOT Consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

ADDENDUM 6

DISCLOSURE AND AUTHORIZATION

I authorize the Facility, any persons and entities associated with the Facility, to conduct background investigations which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigations may include seeing information about me such as my employment(s), personal history, education, character, general reputation, criminal, licensure/certification, credit and driving histories.

I also authorize, without reservation, the obtaining of information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release that information, without reservation.

Print legal first, middle and last name

Social Security Number DOB

Driver's License # & State Issued

Health License/Certificate # & State Issued

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Farragut High School_ in the field of Veterinary Care___, Knox County Schools (KCS) hereby enters into an agreement with Innovative Petcare___ to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;

have worker's compensation insurance (or, the government version of such insurance); and

- 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
- 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, Including HIPAA)

A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. NOTICES. Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:
Animal Emergency
ALISHA BLAUW
10213 KINGSTON PIKE
KNOXVILLE, TN 37922

If to KCS: Jeana Kirby, RN, MSN
Knox County Schools

Career and Technical Education Facilitator
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Alecia Blaauw
Authorized Representative

Printed Name: Alecia Blaauw

Date: 10-4-16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, as reflected in its minutes, and certified by its Chairperson.

BOARD CHAIR – Signature
Date: _____

BOARD CHAIR – Printed Name

KNOX COUNTY GOVERNMENT

MAYOR – Signature
Date: _____

MAYOR – Printed Name

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein
Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-687
APPROVED AS TO LEGAL FORM
[Signature]
DEPUTY LAW DIRECTOR – Signature
Date: 11/22/16

KNOX COUNTY, TENNESSEE
Gary Dupler
DEPUTY LAW DIRECTOR – Printed Name

CLINICAL STUDENT AFFILIATION AGREEMENT
ADDENDUM 1

Patient care Duties to Be Provided By Students

[FACILITY TO COMPLETE LIST OF DUTIES AND ATTACH]

TYPE OF PROGRAM:

Vocational/Technical
Junior College
Four Year College
Graduate School

ACADEMIC LEVEL:

Freshman
Sophomore
Junior
Senior

EXPERIENCE LEVEL:

Beginner/Basic
Some Experience
Advanced

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 2

The following Patient Care Duties cannot be provided By Students:

Students cannot administer IVPush Medications.

Students cannot administer blood or blood products.

Students cannot serve as witness[es] to legal documents.

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 3

Other Required Testing:

MMR: Measles; Mumps; and Rubella

Tuberculin Skin Test (PPD) (annual requirement)

Hepatitis B or Signed Waiver refusing

Varicella (Chicken Pox)

Influenza (when it is available) or Signed Waiver refusing

[The Influenza vaccination is to be highlighted if the facility requires it. If **not** highlighted, it is **not** a requirement].

STUDENT AFFILIATION AGREEMENT -ADDENDUM 4

STUDENT SUBSTANCE POLICY CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy prohibits Students (as well as applicants, employees and contractors) from using "Substances" including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

The Substance Policy

The Students are seeking Facility experience that is not granted to the general public.

It is Facility policy to maintain a drug and alcohol free environment.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility's substance abuse policy, including Substance testing.

Any Student who chooses not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has chosen not to comply with the Facility's or School's directives;
- Is unfit for duty; and/or
- Has not passed a Substance test within the twelve (12) months preceding Student's provision of Patient Care Services.

KCS shall:

- Provide the Facility with a copy of each Student's completed Consent Form or request Student to provide the completed Consent Form to the Facility;

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

Student Consent, Disclosure and Release

I choose to:

- Agree with and follow the Substance Policy.
- To provide any specimen(s) and to authorize the Facility and any associated persons and/or entities to conduct tests for alcohol and drugs and to allow them to access and utilize specimen and test information as needed pursuant to the Substance Policy and process.
- Release Knox County Schools and the Facility and any associated persons and/or entities from any and all claims, causes of action, damages, or liabilities whatsoever arising out of or related to the Substance Policy and process.

Student Choice to Consent or Not Consent

I have read the above and I choose to (check one)

Consent

or

NOT consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

STUDENT AFFILIATION AGREEMENT - ADDENDUM 5

STUDENT BACKGROUND CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy requires Students (as well as applicants, employees and contractors) to pass background checks before being allowed to access the Facility.

The Background Check Policy

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by Knox County Schools or the Facility.

Any Student who has chosen not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or KCS directives;
- Fails to meet dress code standards and ensuring that their attire clearly identifies them as a Student, rather than as employees, agents, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a Background test within the twelve (12) months preceding Student's provision of Patient Care Services.

Facility shall complete each of the following background checks before Students may provide Patient Care Services at Facility:

- o Office of Inspector General ("OIG") List of Excluded Individuals/Entities
 - Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain internet sites.
- o License or Certification
 - Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.
- o Criminal Records Check

- Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to provide Patient Care Services at the Facility and thereafter as often as is required by law. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

Student Choice to Consent or Not Consent

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand this report may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

I also authorize the School and Facility and their agents to contact any government or private entities or persons to verify the validity of any documentation.

I have read the above and I choose to (check one)

Consent

Or

NOT Consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

ADDENDUM 6

DISCLOSURE AND AUTHORIZATION

I authorize the Facility, any persons and entities associated with the Facility, to conduct background investigations which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigations may include seeing information about me such as my employment(s), personal history, education, character, general reputation, criminal, licensure/certification, credit and driving histories.

I also authorize, without reservation, the obtaining of information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release that information, without reservation.

Print legal first, middle and last name

Social Security Number DOB

Driver's License # & State Issued

Health License/Certificate # & State Issued

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Farragut High School_ in the field of Pediatrics___, Knox County Schools (KCS) hereby enters into an agreement with Knoxville Pediatrics Associates___to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;

have worker's compensation insurance (or, the government version of such insurance); and

- 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
- 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, Including HIPAA)

A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:
Dermatologist

DR. BLVIN S
11416 Grigsby Chapel Rd.
KNOXVILLE, TN 37934

If to KCS: Jeana Kirby, RN, MSN
Knox County Schools

Career and Technical Education Facilitator
Suite 104 535 Chickamauga Avenue
236 Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

C. T. Blevins

Authorized Representative

Printed Name: Cameron Blevins

Date: 9/28/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-688
APPROVED AS TO LEGAL FORM

Gary Dupler
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dupler
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

**CLINICAL STUDENT AFFILIATION AGREEMENT
ADDENDUM 1**

Patient care Duties to Be Provided By Students

[FACILITY TO COMPLETE LIST OF DUTIES AND ATTACH]

TYPE OF PROGRAM:

Vocational/Technical
Junior College
Four Year College
Graduate School

ACADEMIC LEVEL:

Freshman
Sophomore
Junior
Senior

EXPERIENCE LEVEL:

Beginner/Basic
Some Experience
Advanced

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 2

The following Patient Care Duties cannot be provided By Students:

Students cannot administer IV Push Medications.

Students cannot administer blood or blood products.

Students cannot serve as witness[es] to legal documents.

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 3

Other Required Testing:

MMR: Measles; Mumps; and Rubella

Tuberculin Skin Test (PPD) (annual requirement)

Hepatitis B or Signed Waiver refusing

Varicella (Chicken Pox)

Influenza (when it is available) or Signed Waiver refusing

[The Influenza vaccination is to be highlighted if the facility requires it. If **not** highlighted, it is **not** a requirement].

STUDENT AFFILIATION AGREEMENT -ADDENDUM 4

STUDENT SUBSTANCE POLICY CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy prohibits Students (as well as applicants, employees and contractors) from using "Substances" including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

The Substance Policy

The Students are seeking Facility experience that is not granted to the general public.

It is Facility policy to maintain a drug and alcohol free environment.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility's substance abuse policy, including Substance testing.

Any Student who chooses not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has chosen not to comply with the Facility's or School's directives;
- Is unfit for duty; and/or
- Has not passed a Substance test within the twelve (12) months preceding Student's provision of Patient Care Services.

KCS shall:

- Provide the Facility with a copy of each Student's completed Consent Form or request Student to provide the completed Consent Form to the Facility;

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

Student Consent, Disclosure and Release

I choose to:

- Agree with and follow the Substance Policy.
- To provide any specimen(s) and to authorize the Facility and any associated persons and/or entities to conduct tests for alcohol and drugs and to allow them to access and utilize specimen and test information as needed pursuant to the Substance Policy and process.
- Release Knox County Schools and the Facility and any associated persons and/or entities from any and all claims, causes of action, damages, or liabilities whatsoever arising out of or related to the Substance Policy and process.

Student Choice to Consent or Not Consent

I have read the above and I choose to (check one)

Consent

or

NOT consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

STUDENT AFFILIATION AGREEMENT - ADDENDUM 5

STUDENT BACKGROUND CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy requires Students (as well as applicants, employees and contractors) to pass background checks before being allowed to access the Facility.

The Background Check Policy

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by Knox County Schools or the Facility.

Any Student who has chosen not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or KCS directives;
- Fails to meet dress code standards and ensuring that their attire clearly identifies them as a Student, rather than as employees, agents, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a Background test within the twelve (12) months preceding Student's provision of Patient Care Services.

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- o Office of Inspector General ("OIG") List of Excluded Individuals/Entities
 - Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain internet sites.
- o License or Certification
 - Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.
- o Criminal Records Check

- Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to provide Patient Care Services at the Facility and thereafter as often as is required by law. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

Student Choice to Consent or Not Consent

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand this report may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

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Consent

Or

NOT Consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

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Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

ADDENDUM 6

DISCLOSURE AND AUTHORIZATION

I authorize the Facility, any persons and entities associated with the Facility, to conduct background investigations which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigations may include seeing information about me such as my employment(s), personal history, education, character, general reputation, criminal, licensure/certification, credit and driving histories.

I also authorize, without reservation, the obtaining of information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release that information, without reservation.

Print legal first, middle and last name

Social Security Number DOB

Driver's License # & State Issued

Health License/Certificate # & State Issued

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Farragut High School_ in the field of Pediatrics__, Knox County Schools (KCS) hereby enters into an agreement with Knoxville Pediatrics Associates___to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

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 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

Substance Use Policy Consent Form (*See Addendum 4*). KCS may instruct the Student to provide the forms to the Facility.

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- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

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- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (*See Addendum 2* for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
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- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;

have worker's compensation insurance (or, the government version of such insurance); and

3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.

4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

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A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, Including HIPAA)

A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools

Dr. Jeff Lin
11416 Grigsby Chapel Rd
Knoxville, TN 37934

Career and Technical Education Facilitator
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY


Authorized Representative

Printed Name: JEFF LIN

Date: 9/29/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

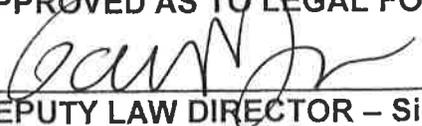
DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

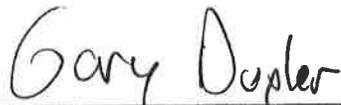
Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-689
APPROVED AS TO LEGAL FORM


DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE


DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT
ADDENDUM 1

Patient care Duties to Be Provided By Students

[FACILITY TO COMPLETE LIST OF DUTIES AND ATTACH]

TYPE OF PROGRAM:

Vocational/Technical
Junior College
Four Year College
Graduate School

ACADEMIC LEVEL:

Freshman
Sophomore
Junior
Senior

EXPERIENCE LEVEL:

Beginner/Basic
Some Experience
Advanced

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 2

The following Patient Care Duties cannot be provided By Students:

Students cannot administer I/Push Medications.

Students cannot administer blood or blood products.

Students cannot serve as witness[es] to legal documents.

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 3

Other Required Testing:

MMR: Measles; Mumps; and Rubella

Tuberculin Skin Test (PPD) (annual requirement)

Hepatitis B or Signed Waiver refusing

Varicella (Chicken Pox)

Influenza (when it is available) or Signed Waiver refusing

[The Influenza vaccination is to be highlighted if the facility requires it. If **not** highlighted, it is **not** a requirement].

STUDENT AFFILIATION AGREEMENT -ADDENDUM 4

STUDENT SUBSTANCE POLICY CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy prohibits Students (as well as applicants, employees and contractors) from using "Substances" including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

The Substance Policy

The Students are seeking Facility experience that is not granted to the general public.

It is Facility policy to maintain a drug and alcohol free environment.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility's substance abuse policy, including Substance testing.

Any Student who chooses not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has chosen not to comply with the Facility's or School's directives;
- Is unfit for duty; and/or
- Has not passed a Substance test within the twelve (12) months preceding Student's provision of Patient Care Services.

KCS shall:

- Provide the Facility with a copy of each Student's completed Consent Form or request Student to provide the completed Consent Form to the Facility;

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

Student Consent, Disclosure and Release

I choose to:

- Agree with and follow the Substance Policy.
- To provide any specimen(s) and to authorize the Facility and any associated persons and/or entities to conduct tests for alcohol and drugs and to allow them to access and utilize specimen and test information as needed pursuant to the Substance Policy and process.
- Release Knox County Schools and the Facility and any associated persons and/or entities from any and all claims, causes of action, damages, or liabilities whatsoever arising out of or related to the Substance Policy and process.

Student Choice to Consent or Not Consent

I have read the above and I choose to (check one)

Consent

or

NOT consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

STUDENT AFFILIATION AGREEMENT - ADDENDUM 5

STUDENT BACKGROUND CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy requires Students (as well as applicants, employees and contractors) to pass background checks before being allowed to access the Facility.

The Background Check Policy

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by Knox County Schools or the Facility.

Any Student who has chosen not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or KCS directives;
- Fails to meet dress code standards and ensuring that their attire clearly identifies them as a Student, rather than as employees, agents, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a Background test within the twelve (12) months preceding Student's provision of Patient Care Services.

Facility shall complete each of the following background checks before Students may provide Patient Care Services at Facility:

- o Office of Inspector General ("OIG") List of Excluded Individuals/Entities
 - Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain internet sites.
- o License or Certification
 - Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.
- o Criminal Records Check

- Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to provide Patient Care Services at the Facility and thereafter as often as is required by law. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

Student Choice to Consent or Not Consent

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand this report may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

I also authorize the School and Facility and their agents to contact any government or private entities or persons to verify the validity of any documentation.

I have read the above and I choose to (check one)

Consent

Or

NOT Consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

ADDENDUM 6

DISCLOSURE AND AUTHORIZATION

I authorize the Facility, any persons and entities associated with the Facility, to conduct background investigations which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigations may include seeing information about me such as my employment(s), personal history, education, character, general reputation, criminal, licensure/certification, credit and driving histories.

I also authorize, without reservation, the obtaining of information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release that information, without reservation.

Print legal first, middle and last name

Social Security Number DOB

Driver's License # & State Issued

Health License/Certificate # & State Issued

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Farragut High School_ in the field of Primary Care__, Knox County Schools (KCS) hereby enters into an agreement with Lakeway Urgent Care- Knoxville___to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;

have worker's compensation insurance (or, the government version of such insurance); and

- 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
- 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. NOTICES. Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:	If to KCS:	Jeana Kirby, RN, MSN Knox County Schools Career and Technical Education Facilitator 535 Chickamauga Avenue Knoxville, TN 37917
<u>JAN KES30</u> <u>LAKELAND URGENT CARE</u> <u>2461 Univ Campus Lane</u> <u>Knoxville, TN 37919</u>	262	

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Jan Kelson, Practice Mgt.
Authorized Representative

Printed Name: JAN KELSON

Date: 8/23/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-690
APPROVED AS TO LEGAL FORM

Gary Duplex

DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Duplex

DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT
ADDENDUM 1

Patient care Duties to Be Provided By Students

[FACILITY TO COMPLETE LIST OF DUTIES AND ATTACH]

TYPE OF PROGRAM:

Vocational/Technical
Junior College
Four Year College
Graduate School

ACADEMIC LEVEL:

Freshman
Sophomore
Junior
Senior

EXPERIENCE LEVEL:

Beginner/Basic
Some Experience
Advanced

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 2

The following Patient Care Duties cannot be provided By Students:

Students cannot administer IVPush Medications.

Students cannot administer blood or blood products.

Students cannot serve as witness[es] to legal documents.

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 3

Other Required Testing:

MMR: Measles; Mumps; and Rubella

Tuberculin Skin Test (PPD) (annual requirement)

Hepatitis B or Signed Waiver refusing

Varicella (Chicken Pox)

Influenza (when it is available) or Signed Waiver refusing

[The Influenza vaccination is to be highlighted if the facility requires it. If **not** highlighted, it is **not** a requirement].

STUDENT AFFILIATION AGREEMENT -ADDENDUM 4

STUDENT SUBSTANCE POLICY CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy prohibits Students (as well as applicants, employees and contractors) from using "Substances" including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

The Substance Policy

The Students are seeking Facility experience that is not granted to the general public.

It is Facility policy to maintain a drug and alcohol free environment.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility's substance abuse policy, including Substance testing.

Any Student who chooses not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has chosen not to comply with the Facility's or School's directives;
- Is unfit for duty; and/or
- Has not passed a Substance test within the twelve (12) months preceding Student's provision of Patient Care Services.

KCS shall:

- Provide the Facility with a copy of each Student's completed Consent Form or request Student to provide the completed Consent Form to the Facility;

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

Student Consent, Disclosure and Release

I choose to:

- Agree with and follow the Substance Policy.
- To provide any specimen(s) and to authorize the Facility and any associated persons and/or entities to conduct tests for alcohol and drugs and to allow them to access and utilize specimen and test information as needed pursuant to the Substance Policy and process.
- Release Knox County Schools and the Facility and any associated persons and/or entities from any and all claims, causes of action, damages, or liabilities whatsoever arising out of or related to the Substance Policy and process.

Student Choice to Consent or Not Consent

I have read the above and I choose to (check one)

Consent

or

NOT consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

STUDENT AFFILIATION AGREEMENT - ADDENDUM 5

STUDENT BACKGROUND CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy requires Students (as well as applicants, employees and contractors) to pass background checks before being allowed to access the Facility.

The Background Check Policy

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by Knox County Schools or the Facility.

Any Student who has chosen not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or KCS directives;
- Fails to meet dress code standards and ensuring that their attire clearly identifies them as a Student, rather than as employees, agents, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a Background test within the twelve (12) months preceding Student's provision of Patient Care Services.

Facility shall complete each of the following background checks before Students may provide Patient Care Services at Facility:

- o Office of Inspector General ("OIG") List of Excluded Individuals/Entities
 - Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain internet sites.
- o License or Certification
 - Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.
- o Criminal Records Check

- Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to provide Patient Care Services at the Facility and thereafter as often as is required by law. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

Student Choice to Consent or Not Consent

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand this report may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

I also authorize the School and Facility and their agents to contact any government or private entities or persons to verify the validity of any documentation.

I have read the above and I choose to (check one)

Consent

Or

NOT Consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

ADDENDUM 6

DISCLOSURE AND AUTHORIZATION

I authorize the Facility, any persons and entities associated with the Facility, to conduct background investigations which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigations may include seeing information about me such as my employment(s), personal history, education, character, general reputation, criminal, licensure/certification, credit and driving histories.

I also authorize, without reservation, the obtaining of information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release that information, without reservation.

Print legal first, middle and last name

Social Security Number DOB

Driver's License # & State Issued

Health License/Certificate # & State Issued

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Farragut High School_ in the field of Primary Care___, Knox County Schools (KCS) hereby enters into an agreement with Lakeway Urgent Care- Lenoir City___to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;

have worker's compensation insurance (or, the government version of such insurance); and

3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.

4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools

DAN KELSO

LAKEWAY URGENT CARE

460 Medical Park Dr. Suite 103 275

KNOX CITY TN 37772

Career and Technical Education Facilitator

535 Chickamauga Avenue

Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Jan Kelso, Practice Mgr.
Authorized Representative

Printed Name: JAN KELSO

Date: 9/23/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-736
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

Gary Dupler
DEPUTY LAW DIRECTOR – Signature

Gary Dupler
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT
ADDENDUM 1

Patient care Duties to Be Provided By Students

[FACILITY TO COMPLETE LIST OF DUTIES AND ATTACH]

TYPE OF PROGRAM:

Vocational/Technical
Junior College
Four Year College
Graduate School

ACADEMIC LEVEL:

Freshman
Sophomore
Junior
Senior

EXPERIENCE LEVEL:

Beginner/Basic
Some Experience
Advanced

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 2

The following Patient Care Duties cannot be provided By Students:

Students cannot administer IVPush Medications.

Students cannot administer blood or blood products.

Students cannot serve as witness[es] to legal documents.

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 3

Other Required Testing:

MMR: Measles; Mumps; and Rubella

Tuberculin Skin Test (PPD) (annual requirement)

Hepatitis B or Signed Waiver refusing

Varicella (Chicken Pox)

Influenza (when it is available) or Signed Waiver refusing

[The Influenza vaccination is to be highlighted if the facility requires it. If **not** highlighted, it is **not** a requirement].

STUDENT AFFILIATION AGREEMENT -ADDENDUM 4

STUDENT SUBSTANCE POLICY CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy prohibits Students (as well as applicants, employees and contractors) from using "Substances" including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

The Substance Policy

The Students are seeking Facility experience that is not granted to the general public.

It is Facility policy to maintain a drug and alcohol free environment.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility's substance abuse policy, including Substance testing.

Any Student who chooses not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has chosen not to comply with the Facility's or School's directives;
- Is unfit for duty; and/or
- Has not passed a Substance test within the twelve (12) months preceding Student's provision of Patient Care Services.

KCS shall:

- Provide the Facility with a copy of each Student's completed Consent Form or request Student to provide the completed Consent Form to the Facility;

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

Student Consent, Disclosure and Release

I choose to:

- Agree with and follow the Substance Policy.
- To provide any specimen(s) and to authorize the Facility and any associated persons and/or entities to conduct tests for alcohol and drugs and to allow them to access and utilize specimen and test information as needed pursuant to the Substance Policy and process.
- Release Knox County Schools and the Facility and any associated persons and/or entities from any and all claims, causes of action, damages, or liabilities whatsoever arising out of or related to the Substance Policy and process.

Student Choice to Consent or Not Consent

I have read the above and I choose to (check one)

Consent

or

NOT consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

STUDENT AFFILIATION AGREEMENT - ADDENDUM 5

STUDENT BACKGROUND CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy requires Students (as well as applicants, employees and contractors) to pass background checks before being allowed to access the Facility.

The Background Check Policy

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by Knox County Schools or the Facility.

Any Student who has chosen not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or KCS directives;
- Fails to meet dress code standards and ensuring that their attire clearly identifies them as a Student, rather than as employees, agents, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a Background test within the twelve (12) months preceding Student's provision of Patient Care Services.

Facility shall complete each of the following background checks before Students may provide Patient Care Services at Facility:

- o Office of Inspector General ("OIG") List of Excluded Individuals/Entities
 - Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain internet sites.
- o License or Certification
 - Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.
- o Criminal Records Check

- Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to provide Patient Care Services at the Facility and thereafter as often as is required by law. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

Student Choice to Consent or Not Consent

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand this report may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

I also authorize the School and Facility and their agents to contact any government or private entities or persons to verify the validity of any documentation.

I have read the above and I choose to (check one)

Consent

Or

NOT Consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

ADDENDUM 6

DISCLOSURE AND AUTHORIZATION

I authorize the Facility, any persons and entities associated with the Facility, to conduct background investigations which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigations may include seeing information about me such as my employment(s), personal history, education, character, general reputation, criminal, licensure/certification, credit and driving histories.

I also authorize, without reservation, the obtaining of information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release that information, without reservation.

Print legal first, middle and last name

Social Security Number DOB

Driver's License # & State Issued

Health License/Certificate # & State Issued

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Farragut High School_ in the field of Pediatrics___, Knox County Schools (KCS) hereby enters into an agreement with Loudon Pediatric Clinic___ to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;

have worker's compensation insurance (or, the government version of such insurance); and

3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.

4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, Including HIPAA)

A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

Marc Courts M.D.
Landon Pediatrics Clinic
616 Ward Ave
Landon, TN 37774

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools

Career and Technical Education Facilitator
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY



Authorized Representative

Printed Name: MARC COURTS

Date: 10/4/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-691
APPROVED AS TO LEGAL FORM



DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE



DEPUTY LAW DIRECTOR – Printed Name

**CLINICAL STUDENT AFFILIATION AGREEMENT
ADDENDUM 1**

Patient care Duties to Be Provided By Students

[FACILITY TO COMPLETE LIST OF DUTIES AND ATTACH]

TYPE OF PROGRAM:

Vocational/Technical
Junior College
Four Year College
Graduate School

ACADEMIC LEVEL:

Freshman
Sophomore
Junior
Senior

EXPERIENCE LEVEL:

Beginner/Basic
Some Experience
Advanced

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 2

The following Patient Care Duties cannot be provided By Students:

Students cannot administer IVPush Medications.

Students cannot administer blood or blood products.

Students cannot serve as witness[es] to legal documents.

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 3

Other Required Testing:

MMR: Measles; Mumps; and Rubella

Tuberculin Skin Test (PPD) (annual requirement)

Hepatitis B or Signed Waiver refusing

Varicella (Chicken Pox)

Influenza (when it is available) or Signed Waiver refusing

[The Influenza vaccination is to be highlighted if the facility requires it. If **not** highlighted, it is **not** a requirement].

STUDENT AFFILIATION AGREEMENT -ADDENDUM 4

STUDENT SUBSTANCE POLICY CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy prohibits Students (as well as applicants, employees and contractors) from using "Substances" including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

The Substance Policy

The Students are seeking Facility experience that is not granted to the general public.

It is Facility policy to maintain a drug and alcohol free environment.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility's substance abuse policy, including Substance testing.

Any Student who chooses not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has chosen not to comply with the Facility's or School's directives;
- Is unfit for duty; and/or
- Has not passed a Substance test within the twelve (12) months preceding Student's provision of Patient Care Services.

KCS shall:

- Provide the Facility with a copy of each Student's completed Consent Form or request Student to provide the completed Consent Form to the Facility;

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

Student Consent, Disclosure and Release

I choose to:

- Agree with and follow the Substance Policy.
- To provide any specimen(s) and to authorize the Facility and any associated persons and/or entities to conduct tests for alcohol and drugs and to allow them to access and utilize specimen and test information as needed pursuant to the Substance Policy and process.
- Release Knox County Schools and the Facility and any associated persons and/or entities from any and all claims, causes of action, damages, or liabilities whatsoever arising out of or related to the Substance Policy and process.

Student Choice to Consent or Not Consent

I have read the above and I choose to (check one)

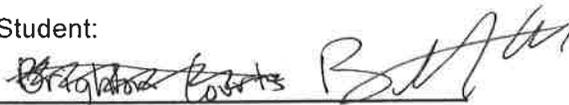
Consent

or

NOT consent (not to remain or be in the program)

Student and Witness Signatures

Student:



Signature
Brighton Courts

Printed Name
10/4/16

Date

Witness:



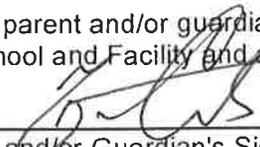
Signature
Anna Courts

Printed Name
10/4/16

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.



Parent and/or Guardian's Signature
10/4/16

Date
Brighton Courts

Student's Printed Name
10/4/16

Date

STUDENT AFFILIATION AGREEMENT - ADDENDUM 5

STUDENT BACKGROUND CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy requires Students (as well as applicants, employees and contractors) to pass background checks before being allowed to access the Facility.

The Background Check Policy

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by Knox County Schools or the Facility.

Any Student who has chosen not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or KCS directives;
- Fails to meet dress code standards and ensuring that their attire clearly identifies them as a Student, rather than as employees, agents, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a Background test within the twelve (12) months preceding Student's provision of Patient Care Services.

Facility shall complete each of the following background checks before Students may provide Patient Care Services at Facility:

- o Office of Inspector General ("OIG") List of Excluded Individuals/Entities
 - Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain internet sites.
- o License or Certification
 - Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.
- o Criminal Records Check

- Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to provide Patient Care Services at the Facility and thereafter as often as is required by law. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

Student Choice to Consent or Not Consent

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand this report may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

I also authorize the School and Facility and their agents to contact any government or private entities or persons to verify the validity of any documentation.

I have read the above and I choose to (check one)

Consent

Or

NOT Consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Signature

Printed Name

Date

Witness:

Signature

Printed Name

Date


 Signature
Brighton Courts
 Printed Name
10/4/16
 Date


 Signature
Anna Courts
 Printed Name
10/4/16
 Date

Additional Consent for Students under the Age of 18

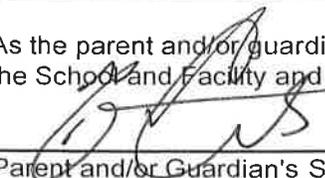
As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date


 Parent and/or Guardian's Signature
Brighton Courts
 Student's Printed Name
10/4/16
 Date

10/4/16
 Date
10/4/16
 Date

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Farragut High School_ in the field of Nursing Home__, Knox County Schools (KCS) hereby enters into an agreement with NHC- Farragut___to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;

have worker's compensation insurance (or, the government version of such insurance); and

3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.

4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, Including HIPAA)

A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:
NHC Farroget
KARLA LANE
120 Lovett Hill Lane
Farroget, TN 37934

If to KCS: Jeana Kirby, RN, MSN
Knox County Schools

Career and Technical Education Facilitator
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

C. Moersdorf Dow

Authorized Representative

Printed Name: Christina Moersdorf Dow

Date: 9-21-16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-692
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

Gary Dwyer

DEPUTY LAW DIRECTOR – Signature

Gary Dwyer

DEPUTY LAW DIRECTOR – Printed Name

**CLINICAL STUDENT AFFILIATION AGREEMENT
ADDENDUM 1**

Patient care Duties to Be Provided By Students

[FACILITY TO COMPLETE LIST OF DUTIES AND ATTACH]

TYPE OF PROGRAM:

Vocational/Technical
Junior College
Four Year College
Graduate School

ACADEMIC LEVEL:

Freshman
Sophomore
Junior
Senior

EXPERIENCE LEVEL:

Beginner/Basic
Some Experience
Advanced

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 2

The following Patient Care Duties cannot be provided By Students:

Students cannot administer IV Push Medications.

Students cannot administer blood or blood products.

Students cannot serve as witness[es] to legal documents.

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 3

Other Required Testing:

MMR: Measles; Mumps; and Rubella

Tuberculin Skin Test (PPD) (annual requirement)

Hepatitis B or Signed Waiver refusing

Varicella (Chicken Pox)

Influenza (when it is available) or Signed Waiver refusing

[The Influenza vaccination is to be highlighted if the facility requires it. If **not** highlighted, it is **not** a requirement].

STUDENT AFFILIATION AGREEMENT -ADDENDUM 4

STUDENT SUBSTANCE POLICY CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy prohibits Students (as well as applicants, employees and contractors) from using "Substances" including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

The Substance Policy

The Students are seeking Facility experience that is not granted to the general public.

It is Facility policy to maintain a drug and alcohol free environment.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility's substance abuse policy, including Substance testing.

Any Student who chooses not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has chosen not to comply with the Facility's or School's directives;
- Is unfit for duty; and/or
- Has not passed a Substance test within the twelve (12) months preceding Student's provision of Patient Care Services.

KCS shall:

- Provide the Facility with a copy of each Student's completed Consent Form or request Student to provide the completed Consent Form to the Facility;

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

STUDENT AFFILIATION AGREEMENT - ADDENDUM 5

STUDENT BACKGROUND CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy requires Students (as well as applicants, employees and contractors) to pass background checks before being allowed to access the Facility.

The Background Check Policy

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by Knox County Schools or the Facility.

Any Student who has chosen not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or KCS directives;
- Fails to meet dress code standards and ensuring that their attire clearly identifies them as a Student, rather than as employees, agents, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a Background test within the twelve (12) months preceding Student's provision of Patient Care Services.

Facility shall complete each of the following background checks before Students may provide Patient Care Services at Facility:

- o Office of Inspector General ("OIG") List of Excluded Individuals/Entities
 - Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain internet sites.
- o License or Certification
 - Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.
- o Criminal Records Check

STUDENT AFFILIATION AGREEMENT - ADDENDUM 5

STUDENT BACKGROUND CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy requires Students (as well as applicants, employees and contractors) to pass background checks before being allowed to access the Facility.

The Background Check Policy

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Any Student who has chosen not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or KCS directives;
- Fails to meet dress code standards and ensuring that their attire clearly identifies them as a Student, rather than as employees, agents, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a Background test within the twelve (12) months preceding Student's provision of Patient Care Services.

Facility shall complete each of the following background checks before Students may provide Patient Care Services at Facility:

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 - Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.
- o Criminal Records Check

- Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to provide Patient Care Services at the Facility and thereafter as often as is required by law. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

Student Choice to Consent or Not Consent

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand this report may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

I also authorize the School and Facility and their agents to contact any government or private entities or persons to verify the validity of any documentation.

I have read the above and I choose to (check one)

Consent

Or

NOT Consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

ADDENDUM 6

DISCLOSURE AND AUTHORIZATION

I authorize the Facility, any persons and entities associated with the Facility, to conduct background investigations which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigations may include seeing information about me such as my employment(s), personal history, education, character, general reputation, criminal, licensure/certification, credit and driving histories.

I also authorize, without reservation, the obtaining of information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release that information, without reservation.

Print legal first, middle and last name

Social Security Number DOB

Driver's License # & State Issued

Health License/Certificate # & State Issued

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Farragut High School_ in the field of Pediatrics___, Knox County Schools (KCS) hereby enters into an agreement with Pediatric Consultants, Inc. Lenoir City___ to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;

have worker's compensation insurance (or, the government version of such insurance); and

3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.

4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools

Dr. S. Hooss
Pediatric Consultants, Inc
460 Medical Park Dr Suite B340
Lenoir City TN 37772

Career and Technical Education Facilitator
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Suzanna Mooss, MD

Authorized Representative

Printed Name: S. Mooss, MD

Date: 10/14/10

Please Note:
 Students involved
 in this program
 can observe @
 Pediatric Consultants
 of Knoxville only
 on Wednesday or
 Thursday afternoon.
S. Mooss, MD

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-693
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE


DEPUTY LAW DIRECTOR – Signature

Gary Dwyer
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

**CLINICAL STUDENT AFFILIATION AGREEMENT
ADDENDUM 1**

Patient care Duties to Be Provided By Students

[FACILITY TO COMPLETE LIST OF DUTIES AND ATTACH]

TYPE OF PROGRAM:

Vocational/Technical
Junior College
Four Year College
Graduate School

ACADEMIC LEVEL:

Freshman
Sophomore
Junior
Senior

EXPERIENCE LEVEL:

Beginner/Basic
Some Experience
Advanced

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 2

The following Patient Care Duties cannot be provided By Students:

Students cannot administer IVPush Medications.

Students cannot administer blood or blood products.

Students cannot serve as witness[es] to legal documents.

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 3

Other Required Testing:

MMR: Measles; Mumps; and Rubella

Tuberculin Skin Test (PPD) (annual requirement)

Hepatitis B or Signed Waiver refusing

Varicella (Chicken Pox)

Influenza (when it is available) or Signed Waiver refusing

[The Influenza vaccination is to be highlighted if the facility requires it. If **not** highlighted, it is **not** a requirement].

STUDENT AFFILIATION AGREEMENT -ADDENDUM 4

STUDENT SUBSTANCE POLICY CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy prohibits Students (as well as applicants, employees and contractors) from using "Substances" including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

The Substance Policy

The Students are seeking Facility experience that is not granted to the general public.

It is Facility policy to maintain a drug and alcohol free environment.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility's substance abuse policy, including Substance testing.

Any Student who chooses not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has chosen not to comply with the Facility's or School's directives;
- Is unfit for duty; and/or
- Has not passed a Substance test within the twelve (12) months preceding Student's provision of Patient Care Services.

KCS shall:

- Provide the Facility with a copy of each Student's completed Consent Form or request Student to provide the completed Consent Form to the Facility;

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

Student Consent, Disclosure and Release

I choose to:

- Agree with and follow the Substance Policy.
- To provide any specimen(s) and to authorize the Facility and any associated persons and/or entities to conduct tests for alcohol and drugs and to allow them to access and utilize specimen and test information as needed pursuant to the Substance Policy and process.
- Release Knox County Schools and the Facility and any associated persons and/or entities from any and all claims, causes of action, damages, or liabilities whatsoever arising out of or related to the Substance Policy and process.

Student Choice to Consent or Not Consent

I have read the above and I choose to (check one)

Consent

or

NOT consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

STUDENT AFFILIATION AGREEMENT - ADDENDUM 5

STUDENT BACKGROUND CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy requires Students (as well as applicants, employees and contractors) to pass background checks before being allowed to access the Facility.

The Background Check Policy

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by Knox County Schools or the Facility.

Any Student who has chosen not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or KCS directives;
- Fails to meet dress code standards and ensuring that their attire clearly identifies them as a Student, rather than as employees, agents, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a Background test within the twelve (12) months preceding Student's provision of Patient Care Services.

Facility shall complete each of the following background checks before Students may provide Patient Care Services at Facility:

- o Office of Inspector General ("OIG") List of Excluded Individuals/Entities
 - Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain internet sites.
- o License or Certification
 - Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.
- o Criminal Records Check

- Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to provide Patient Care Services at the Facility and thereafter as often as is required by law. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

Student Choice to Consent or Not Consent

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand this report may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

I also authorize the School and Facility and their agents to contact any government or private entities or persons to verify the validity of any documentation.

I have read the above and I choose to (check one)

Consent

Or

NOT Consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

ADDENDUM 6

DISCLOSURE AND AUTHORIZATION

I authorize the Facility, any persons and entities associated with the Facility, to conduct background investigations which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigations may include seeing information about me such as my employment(s), personal history, education, character, general reputation, criminal, licensure/certification, credit and driving histories.

I also authorize, without reservation, the obtaining of information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release that information, without reservation.

Print legal first, middle and last name

Social Security Number DOB

Driver's License # & State Issued

Health License/Certificate # & State Issued

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Farragut High School_ in the field of Nursing Home___, Knox County Schools (KCS) hereby enters into an agreement with Summitt View Nursing Home___to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;

have worker's compensation insurance (or, the government version of such insurance); and

- 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
- 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools

ANDREA REYNOLDS

SUMMIT VIEW Senior Care

12823 Kingston Ake

Knoxville, TN 37934

327

Career and Technical Education Facilitator
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Becky Strawn
Authorized Representative

Printed Name: Becky Strawn

Date: 9-22-16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-694
APPROVED AS TO LEGAL FORM

Gary Dwyler
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dwyler
DEPUTY LAW DIRECTOR – Printed Name

11/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT
ADDENDUM 1

Patient care Duties to Be Provided By Students

[FACILITY TO COMPLETE LIST OF DUTIES AND ATTACH]

TYPE OF PROGRAM:

Vocational/Technical
Junior College
Four Year College
Graduate School

ACADEMIC LEVEL:

Freshman
Sophomore
Junior
Senior

EXPERIENCE LEVEL:

Beginner/Basic
Some Experience
Advanced

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 2

The following Patient Care Duties cannot be provided By Students:

Students cannot administer IVPush Medications.

Students cannot administer blood or blood products.

Students cannot serve as witness[es] to legal documents.

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 3

Other Required Testing:

MMR: Measles; Mumps; and Rubella

Tuberculin Skin Test (PPD) (annual requirement)

Hepatitis B or Signed Waiver refusing

Varicella (Chicken Pox)

Influenza (when it is available) or Signed Waiver refusing

[The Influenza vaccination is to be highlighted if the facility requires it. If **not** highlighted, it is **not** a requirement].

STUDENT AFFILIATION AGREEMENT -ADDENDUM 4

STUDENT SUBSTANCE POLICY CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy prohibits Students (as well as applicants, employees and contractors) from using "Substances" including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

The Substance Policy

The Students are seeking Facility experience that is not granted to the general public.

It is Facility policy to maintain a drug and alcohol free environment.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility's substance abuse policy, including Substance testing.

Any Student who chooses not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has chosen not to comply with the Facility's or School's directives;
- Is unfit for duty; and/or
- Has not passed a Substance test within the twelve (12) months preceding Student's provision of Patient Care Services.

KCS shall:

- Provide the Facility with a copy of each Student's completed Consent Form or request Student to provide the completed Consent Form to the Facility;

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

Student Consent, Disclosure and Release

I choose to:

- Agree with and follow the Substance Policy.
- To provide any specimen(s) and to authorize the Facility and any associated persons and/or entities to conduct tests for alcohol and drugs and to allow them to access and utilize specimen and test information as needed pursuant to the Substance Policy and process.
- Release Knox County Schools and the Facility and any associated persons and/or entities from any and all claims, causes of action, damages, or liabilities whatsoever arising out of or related to the Substance Policy and process.

Student Choice to Consent or Not Consent

I have read the above and I choose to (check one)

Consent

or

NOT consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

STUDENT AFFILIATION AGREEMENT - ADDENDUM 5

STUDENT BACKGROUND CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy requires Students (as well as applicants, employees and contractors) to pass background checks before being allowed to access the Facility.

The Background Check Policy

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by Knox County Schools or the Facility.

Any Student who has chosen not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or KCS directives;
- Fails to meet dress code standards and ensuring that their attire clearly identifies them as a Student, rather than as employees, agents, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a Background test within the twelve (12) months preceding Student's provision of Patient Care Services.

Facility shall complete each of the following background checks before Students may provide Patient Care Services at Facility:

- o Office of Inspector General ("OIG") List of Excluded Individuals/Entities
 - Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain internet sites.
- o License or Certification
 - Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.
- o Criminal Records Check

ADDENDUM 6

DISCLOSURE AND AUTHORIZATION

I authorize the Facility, any persons and entities associated with the Facility, to conduct background investigations which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigations may include seeing information about me such as my employment(s), personal history, education, character, general reputation, criminal, licensure/certification, credit and driving histories.

I also authorize, without reservation, the obtaining of information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release that information, without reservation.

Print legal first, middle and last name

Social Security Number DOB

Driver's License # & State Issued

Health License/Certificate # & State Issued

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Farragut High School_ in the field of Veterinary Medicine__, Knox County Schools (KCS) hereby enters into an agreement with Village Veterinary Medical Center__to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;

have worker's compensation insurance (or, the government version of such insurance); and

3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.

4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, Including HIPAA)

A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools

Village Veterinary Medical Ctr.
11301 Kingston Pike
Ferrisport, TN 37934

Career and Technical Education Facilitator
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

[Handwritten signature]

Authorized Representative

Printed Name: Karen Rohde

Date: 9/21/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-695
APPROVED AS TO LEGAL FORM

[Handwritten signature]

DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

[Handwritten signature]

DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT
ADDENDUM 1

Patient care Duties to Be Provided By Students

[FACILITY TO COMPLETE LIST OF DUTIES AND ATTACH]

TYPE OF PROGRAM:

Vocational/Technical
Junior College
Four Year College
Graduate School

ACADEMIC LEVEL:

Freshman
Sophomore
Junior
Senior

EXPERIENCE LEVEL:

Beginner/Basic
Some Experience
Advanced

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 2

The following Patient Care Duties cannot be provided By Students:

Students cannot administer IVPush Medications.

Students cannot administer blood or blood products.

Students cannot serve as witness[es] to legal documents.

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 3

Other Required Testing:

MMR: Measles; Mumps; and Rubella

Tuberculin Skin Test (PPD) (annual requirement)

Hepatitis B or Signed Waiver refusing

Varicella (Chicken Pox)

Influenza (when it is available) or Signed Waiver refusing

[The Influenza vaccination is to be highlighted if the facility requires it. If **not** highlighted, it is **not** a requirement].

STUDENT AFFILIATION AGREEMENT -ADDENDUM 4

STUDENT SUBSTANCE POLICY CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy prohibits Students (as well as applicants, employees and contractors) from using "Substances" including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

The Substance Policy

The Students are seeking Facility experience that is not granted to the general public.

It is Facility policy to maintain a drug and alcohol free environment.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility's substance abuse policy, including Substance testing.

Any Student who chooses not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has chosen not to comply with the Facility's or School's directives;
- Is unfit for duty; and/or
- Has not passed a Substance test within the twelve (12) months preceding Student's provision of Patient Care Services.

KCS shall:

- Provide the Facility with a copy of each Student's completed Consent Form or request Student to provide the completed Consent Form to the Facility;

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

Student Consent, Disclosure and Release

I choose to:

- Agree with and follow the Substance Policy.
- To provide any specimen(s) and to authorize the Facility and any associated persons and/or entities to conduct tests for alcohol and drugs and to allow them to access and utilize specimen and test information as needed pursuant to the Substance Policy and process.
- Release Knox County Schools and the Facility and any associated persons and/or entities from any and all claims, causes of action, damages, or liabilities whatsoever arising out of or related to the Substance Policy and process.

Student Choice to Consent or Not Consent

I have read the above and I choose to (check one)

Consent

or

NOT consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

STUDENT AFFILIATION AGREEMENT - ADDENDUM 5

STUDENT BACKGROUND CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy requires Students (as well as applicants, employees and contractors) to pass background checks before being allowed to access the Facility.

The Background Check Policy

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by Knox County Schools or the Facility.

Any Student who has chosen not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or KCS directives;
- Fails to meet dress code standards and ensuring that their attire clearly identifies them as a Student, rather than as employees, agents, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a Background test within the twelve (12) months preceding Student's provision of Patient Care Services.

Facility shall complete each of the following background checks before Students may provide Patient Care Services at Facility:

- o Office of Inspector General ("OIG") List of Excluded Individuals/Entities
 - Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain internet sites.
- o License or Certification
 - Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.
- o Criminal Records Check

- Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to provide Patient Care Services at the Facility and thereafter as often as is required by law. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

Student Choice to Consent or Not Consent

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand this report may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

I also authorize the School and Facility and their agents to contact any government or private entities or persons to verify the validity of any documentation.

I have read the above and I choose to (check one)

Consent

Or

NOT Consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

ADDENDUM 6

DISCLOSURE AND AUTHORIZATION

I authorize the Facility, any persons and entities associated with the Facility, to conduct background investigations which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigations may include seeing information about me such as my employment(s), personal history, education, character, general reputation, criminal, licensure/certification, credit and driving histories.

I also authorize, without reservation, the obtaining of information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release that information, without reservation.

Print legal first, middle and last name

Social Security Number DOB

Driver's License # & State Issued

Health License/Certificate # & State Issued

- Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to provide Patient Care Services at the Facility and thereafter as often as is required by law. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

Student Choice to Consent or Not Consent

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand this report may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

I also authorize the School and Facility and their agents to contact any government or private entities or persons to verify the validity of any documentation.

I have read the above and I choose to (check one)

Consent

Or

NOT Consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

AGENDA COMMITTEE MEETING

10.

Meeting Date: 12/07/2016

Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES **Funded in Current Budget:** YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Clinical Student Affiliation Agreements with Belew Drug, Inc.; Holston Health and Rehabilitation; Metro Knoxville HMA, LLC; Oakwood Senior Living; Western Heights Dental; and Zoo Knoxville for Fulton High School Health Science student clinical training at no cost to the Knox County Schools.
(Schools)

Attachments

- Belew Drugs Agreement
- Holston Health & Rehabilitation Agreement
- Metro Knoxville HMA Agreement
- Oakwood Senior Living Center Agreement
- Western Heights Dental Agreement
- Zoo Knoxville Agreement

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Fulton High School [insert school] in the field of Health Science [insert field], Knox County Schools (KCS) hereby enters into an agreement with Belew Drug, Inc. [insert business/facility] to provide this service between School Year 2016-17 [insert dates].

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained

specifically for such purpose.

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A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

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A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. NOTICES. Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

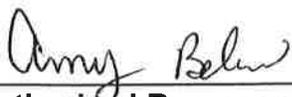
Amy Belew
2021 N Broadway
Knoxville, TN 37917
Belew Group, Inc.

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
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14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY



Authorized Representative

Printed Name: Amy Belew

Date: 9-29-16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

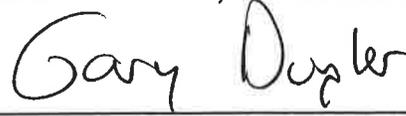
KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-696
APPROVED AS TO LEGAL FORM



DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE



DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

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- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
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 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
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- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed

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- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

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- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained

specifically for such purpose.

4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, Including HIPAA)

A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:
Keith S. McCord, Adm
3916 Boyd's Bridge PK
Knoxville, TN
37914

If to KCS: Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Keith S. McCord, Adm
 Authorized Representative

Printed Name: Keith S. McCord, Adm

Date: 10/19/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

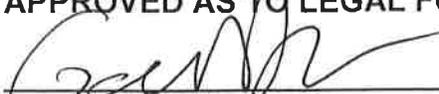
DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

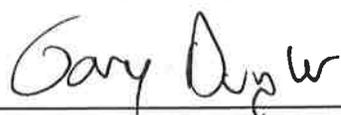
KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-697
APPROVED AS TO LEGAL FORM



DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE



DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of
Fullon High School [insert school] in the field of
Health Science [insert field], Knox County Schools (KCS) hereby
enters into an agreement with Metro Knoxville HMA, LLC [insert
business/facility] to provide this service between
School Year 2016-17 [insert dates].

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained

specifically for such purpose.

- 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

BECKY DODSON
C/O PRMC
900 E. OAK HILL AVE
KNOXVILLE, TN
37917

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
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16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Pam Beck

Authorized Representative

Printed Name:

Pam Beck, COO

Date:

10-21-16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

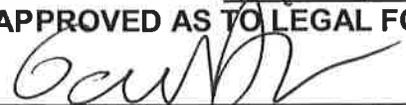
DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

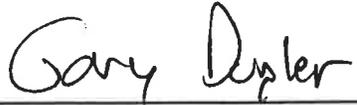
KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-698
APPROVED AS TO LEGAL FORM



DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE



DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

**CLINICAL STUDENT AFFILIATION AGREEMENT
ADDENDUM 1**

Patient care Duties to Be Provided By Students

[FACILITY TO COMPLETE LIST OF DUTIES AND ATTACH]

TYPE OF PROGRAM:

Vocational/Technical
Junior College
Four Year College
Graduate School

ACADEMIC LEVEL:

Freshman
Sophomore
Junior
Senior

EXPERIENCE LEVEL:

Beginner/Basic
Some Experience
Advanced

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 2

The following Patient Care Duties cannot be provided By Students:

Students cannot administer IVPush Medications.

Students cannot administer blood or blood products.

Students cannot serve as witness[es] to legal documents.

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 3

Other Required Testing:

MMR: Measles; Mumps; and Rubella

Tuberculin Skin Test (PPD) (annual requirement)

Hepatitis B or Signed Waiver refusing

Varicella (Chicken Pox)

Influenza (when it is available) or Signed Waiver refusing

[The Influenza vaccination is to be highlighted if the facility requires it. If **not** highlighted, it is **not** a requirement].

STUDENT AFFILIATION AGREEMENT -ADDENDUM 4

STUDENT SUBSTANCE POLICY CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy prohibits Students (as well as applicants, employees and contractors) from using "Substances" including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

The Substance Policy

The Students are seeking Facility experience that is not granted to the general public.

It is Facility policy to maintain a drug and alcohol free environment.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility's substance abuse policy, including Substance testing.

Any Student who chooses not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has chosen not to comply with the Facility's or School's directives;
- Is unfit for duty; and/or
- Has not passed a Substance test within the twelve (12) months preceding Student's provision of Patient Care Services.

KCS shall:

- Provide the Facility with a copy of each Student's completed Consent Form or request Student to provide the completed Consent Form to the Facility;

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

Student Consent, Disclosure and Release

I choose to:

- Agree with and follow the Substance Policy.
- To provide any specimen(s) and to authorize the Facility and any associated persons and/or entities to conduct tests for alcohol and drugs and to allow them to access and utilize specimen and test information as needed pursuant to the Substance Policy and process.
- Release Knox County Schools and the Facility and any associated persons and/or entities from any and all claims, causes of action, damages, or liabilities whatsoever arising out of or related to the Substance Policy and process.

Student Choice to Consent or Not Consent

I have read the above and I choose to (check one)

Consent

or

NOT consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

STUDENT AFFILIATION AGREEMENT - ADDENDUM 5

STUDENT BACKGROUND CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy requires Students (as well as applicants, employees and contractors) to pass background checks before being allowed to access the Facility.

The Background Check Policy

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by Knox County Schools or the Facility.

Any Student who has chosen not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or KCS directives;
- Fails to meet dress code standards and ensuring that their attire clearly identifies them as a Student, rather than as employees, agents, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a Background test within the twelve (12) months preceding Student's provision of Patient Care Services.

Facility shall complete each of the following background checks before Students may provide Patient Care Services at Facility:

- o Office of Inspector General ("OIG") List of Excluded Individuals/Entities
 - Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain internet sites.
- o License or Certification
 - Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.
- o Criminal Records Check

- Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to provide Patient Care Services at the Facility and thereafter as often as is required by law. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

Student Choice to Consent or Not Consent

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand this report may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

I also authorize the School and Facility and their agents to contact any government or private entities or persons to verify the validity of any documentation.

I have read the above and I choose to (check one)

Consent

Or

NOT Consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

ADDENDUM 6

DISCLOSURE AND AUTHORIZATION

I authorize the Facility, any persons and entities associated with the Facility, to conduct background investigations which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigations may include seeing information about me such as my employment(s), personal history, education, character, general reputation, criminal, licensure/certification, credit and driving histories.

I also authorize, without reservation, the obtaining of information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release that information, without reservation.

Print legal first, middle and last name

Social Security Number DOB

Driver's License # & State Issued

Health License/Certificate # & State Issued

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Fulton High School [insert school] in the field of Health Science [insert field], Knox County Schools (KCS) hereby enters into an agreement with Oakwood Senior Living [insert business/facility] to provide this service between School Year 2016-17 [insert dates].

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained

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4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

Oakwood Senior Living
232 E Churchwell Ave
Knoxville TN
37917

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY



 Authorized Representative

Printed Name: Amy Wise

Date: 9/22/10

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

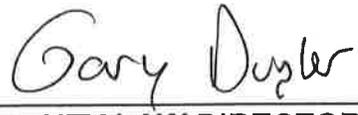
KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-701
APPROVED AS TO LEGAL FORM



DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE



DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Fulton High School [insert school] in the field of Health Science [insert field], Knox County Schools (KCS) hereby enters into an agreement with Western Heights Dental [insert business/facility] to provide this service between School Year 2016-17 [insert dates].

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained

specifically for such purpose.

- 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.
- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:
Western Heights Dental
801 West Oldham Ave
Knoxville, TN 37921

If to KCS: Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
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16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY



Authorized Representative

Printed Name: Sherrie H. Williams

Date: 9-28-16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-699
APPROVED AS TO LEGAL FORM



DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE



DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Fulton High School [insert school] in the field of Health Science [insert field], Knox County Schools (KCS) hereby enters into an agreement with Zoo Knoxville [insert business/facility] to provide this service between School Year 2016-17 [insert dates].

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).

- F. *If required* in section E, provide the Facility with a copy of each Student's completed

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained

specifically for such purpose.

4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

Jessica Hurley
3500 Knoxville Zoo Drive
Knoxville, TN 37914
865-637-5331

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
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16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY


Authorized Representative

Printed Name: Jessica Hurley

Date: 10/10/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

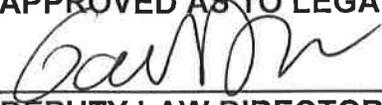
DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

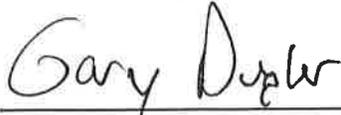
Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-700
APPROVED AS TO LEGAL FORM


DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE


DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

AGENDA COMMITTEE MEETING

11.

Meeting Date: 12/07/2016
Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Clinical Student Affiliation Agreements with Benchmark Physical Therapy; Genesis Health Care - Willow Ridge Center; Gibbs Family Practice; Okie's Pharmacy, Ortho Tennessee; Quality Medical Center; Tazewell Pike Animal Clinic; Union County Animal Hospital; Union County Chiropractic; and Walgreens Pharmacy for Gibbs High School Health Science student clinical training at no cost to the Knox County Schools. *(Schools)*

Attachments

- Benchmark Physical Therapy Agreement
- Genesis Health Care Agreement
- Gibbs Family Practice Agreement
- Okie's Pharmacy Agreement
- Ortho Tennessee Agreement
- Quality Medical Center Agreement
- Tazewell Pike Animal Cllinic
- Union County Animal Clinic Agreement
- Union County Chiropractic
- Walgreens Agreement

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Gibbs High School in the field of Rehabilitation, Knox County Schools (KCS) hereby enters into an agreement with Benchmark Physical Therapy to provide this service between 2016-2017 academic year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (*See Addendum 1 (if applicable)*).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (*See Addendum 3*).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (*See Addendum 4*).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (*See Addendum 4*). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
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- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
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- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

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- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

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- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

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- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
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- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

Benchmarks Physical Therapy
4635 Greenway Drive
Knoxville, TN 37918

Jeana Kirby, RN, MSN

Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

If to KCS:

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Benchmark Physical Therapy - East Towne
Authorized Representative

Printed Name: Jackson Ford Ballard Jul. J. Belle, PT

Date: 10/3/2016

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-672
APPROVED AS TO LEGAL FORM

[Signature]
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dupler
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Gibbs High School in the field of Nursing, Knox County Schools (KCS) hereby enters into an agreement with Genesis Health Care – Willow Ridge Center to provide this service between 2016-2017 Academic year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, if the Facility requires such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.

4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

E. NOTICES. Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

*Genesis Health Care
Wilson Ridge Center
215 Ridgelyn Way
Maynardville, TN 37807*

If to KCS:

Jaana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
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15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to Induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Holly Estel, YPCO EAST Division
Authorized Representative

Printed Name: Holly Estel, Vice President of Clinical Operations EAST Division
Date: 10/31/16
GENESIS

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-673
APPROVED AS TO LEGAL FORM

[Signature]
DEPUTY LAW DIRECTOR - Signature

Date: 11/22/16

KNOX COUNTY, TENNESSEE

Gary Dwyer
DEPUTY LAW DIRECTOR - Printed Name

CLINICAL STUDENT AFFILIATION AGREEMENT
ADDENDUM 1

Patient care Duties to Be Provided By Students

[FACILITY TO COMPLETE LIST OF DUTIES AND ATTACH]

TYPE OF PROGRAM:

~~Vocational/Technical~~
Junior College
Four Year College
Graduate School

ACADEMIC LEVEL:

Freshman
Sophomore
Junior
~~Senior~~

EXPERIENCE LEVEL:

~~Beginner/Basic~~
Some Experience
Advanced

Observe only.

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 2

The following Patient Care Duties cannot be provided By Students:

Students cannot administer IV Push Medications.

Students cannot administer blood or blood products.

Students cannot serve as witness[es] to legal documents.

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Gibbs High School in the field of Nursing Services, Knox County Schools (KCS) hereby enters into an agreement with Gibbs Family Practice to provide this service between 2016-2017 academic year

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A Provide clinical training to Students, such training may include but not be limited to the following Biomedical Services, Cardiac Catheterization, Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services, Information Services; Laboratory services, Lithotripsy, Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services, and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B Provide contact persons to the other party to oversee Students' clinical experiences.
- C Review Students' background checks and Substance testing results, *if mandated by Facility* KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon

2. KCS RESPONSIBILITIES

- A Coordinate with Facility to assign Students and plan the clinical training program Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility
- B Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation
- C Notify Facility if any Students fail to meet education and/or training requirements
- D Obtain written documentation from Students and staff prior to referring them to Facility
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility, (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted (See Addendum 3)
- E Ensure that Students are aware of the Substance Use Policy *if required* by the Facility (See Addendum 4)
- F *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4) KCS may instruct the Student to provide the forms to the Facility

- G Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks (See Addendum 5) KCS may instruct the Student to provide the forms to the Facility
- H No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent

3. FACILITY'S RESPONSIBILITIES

- A Provide continuous clinical experience for Students during specified times
- B Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students (See Addendum 2 for limitations)
- C Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans
- D Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures Facility shall bill such first aid work to Students' insurance carrier Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance
- E Provide staff for normal service functions
- F Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use

4. TERM AND TERMINATION

- A This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement
- B Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations
- C If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement

5. INSURANCE

- A Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance), and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate

- B Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement
- B Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B Patient records are Facility property Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein
- C The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility. Josh Heiser Gibbs Family Practice 7331 Tazewell Pike Corryton, TN 37721	If to KCS	Jeana Kirby, RN, MSN Knox County Schools Career and Technical Education Facilitator North Knox Vocational Center 7411 Ledgerwood Drive Knoxville, TN 37938
---------------------------------------------------------------------------------------------------------	-----------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
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FACILITY

LeB...

Authorized Representative

Printed Name: Josh Fleiser

Date: 11-1-16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-674
APPROVED AS TO LEGAL FORM

[Signature]
DEPUTY LAW DIRECTOR – Signature

Date: 11/22/16

KNOX COUNTY, TENNESSEE

Gary Dwyer
DEPUTY LAW DIRECTOR – Printed Name

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Gibbs High School in the field of Pharmacology, Knox County Schools (KCS) hereby enters into an agreement with Okie's Pharmacy to provide this service between 2016-2017 academic year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
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 - 1) Students have health insurance during their clinical rotation at Facility;
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 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

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- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
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- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

Okie's Pharmacy
1050 Rutledge Pike
Blaine, TN 37709

Jeana Kirby, RN, MSN

Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

If to KCS:

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain ineffect.

FACILITY

Mark Henegar
Authorized Representative

Printed Name: MARK Henegar

Date: 10/19/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-675
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

Gary Dwyer
DEPUTY LAW DIRECTOR – Signature

Gary Dwyer
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Gibbs High School in the field of Rehabilitation, Knox County Schools (KCS) hereby enters into an agreement with Ortho Tennessee to provide this service between 2016-2017 academic year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.
- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:
Arthur Tennessee
7557 Deaver Drive
Powell, TN 37849

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Brian Hicks, A/CSCS, PES
Authorized Representative

Printed Name: Brian Hicks

Date: November 1, 2016

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-676
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

Gary Dupler
DEPUTY LAW DIRECTOR – Signature

Gary Dupler
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Gibbs High School in the field of Nursing Services, Knox County Schools (KCS) hereby enters into an agreement with Quality Medical Center to provide this service between 2016-2017 academic year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.
- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

Quality Medical Center
7701 Conroy Rd.
Conroy, TN 37721

Jeana Kirby, RN, MSN

Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

If to KCS:

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain ineffect.

FACILITY



Authorized Representative

Printed Name: Brian Tetam

Date: 10/27/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-677
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE


DEPUTY LAW DIRECTOR – Signature


DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Gibbs High School in the field of Veterinarian Medicine, Knox County Schools (KCS) hereby enters into an agreement with Tazewell Pike Animal Clinic to provide this service between 2016-2017 Academic Year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.

FACILITY

Joanne M Hubbs

Authorized Representative

Printed Name: Joanne M Hubbs

Date: 9/29/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-678
APPROVED AS TO LEGAL FORM

[Signature]
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Doyler
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Gibbs High School in the field of Veterinarian Medicine, Knox County Schools (KCS) hereby enters into an agreement with Union County Animal Hospital to provide this service between 2016-2017 Academic year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
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- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.

4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

Union County Animal Hospital

596 John Deere Drive

Waynesville, TN 37807

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

[Signature]
Authorized Representative

Printed Name: Jared Graves

Date: 11/4/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-679
APPROVED AS TO LEGAL FORM

[Signature]
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dwyer
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Gibbs High School in the field of Chiropractic Care, Knox County Schools (KCS) hereby enters into an agreement with Union County Chiropractic to provide this service between 2016-2017 Academic year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.

4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. NOTICES. Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

Union County Chiropractic
110 Skyline Drive #1
Daytonville, TN 37867

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
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15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
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FACILITY

Dr. Darrell Johnson, DC
Authorized Representative

Printed Name: Dr. Darrell Johnson

Date: 10/21/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-680
APPROVED AS TO LEGAL FORM

[Signature]
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dwyer
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Gibbs High School in the field of pharmacology, Knox County Schools (KCS) hereby enters into an agreement with Walgreens Pharmacy to provide this service between 2016-2017 Academic Year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
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2. KCS RESPONSIBILITIES

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- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

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- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
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- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
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- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
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6. CLAIMS AND NOTIFICATION

A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

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C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. NOTICES. Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

Walgreens Pharmacy
7425 Towerwell Pike
Corryton, TN 37721

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Authorized Representative

Printed Name: Ben Coombs

Date: 10/31/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

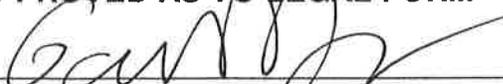
BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-681
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE


DEPUTY LAW DIRECTOR – Signature

Gary Dyer
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

AGENDA COMMITTEE MEETING

12.

Meeting Date: 12/07/2016
Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Clinical Student Affiliation Agreements with Associated Therapeutics; Champion Physical Therapy; George Chngas, DDS; Fountain City Animal Hospital; Max Potential Rehabilitation; Okie's Pharmacy II; Riggs Pharmacy; Michael J. Solly, DDS; UT Anesthesia; Volunteer Eyecare; Walgreens Pharmacy on Clinton Highway, Knoxville, Tennessee; Walgreens Pharmacy in Gibbs; and Walgreens Pharmacy in Halls for Halls High School and North Knox CTE Center Health Science student clinical training at no cost to the Knox County Schools.

(Schools)

Attachments

- Associated Therapeutics Agreement
- Champion Physical Therapy Agreement
- Fountain City Animal Hospital Agreement
- George Chngas DDS Agreement
- Max Potential Rehabilitation Agreement
- Michael Solly DDS Agreement
- Okie's Pharmacy II Agreement
- Riggs Pharmacy Agreement
- UT Anesthesia Agreement
- Volunteer Eyecare Agreement
- Walgreen's-Clinton Highway Agreement
- Walgreens-Gibbs Agreement
- Walgreens-Halls Agreement

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of North Knox CTE/Halls High School in the field of Physical Therapy, Knox County Schools (KCS) hereby enters into an agreement with Associated Theraputics to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
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 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
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- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

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- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million

per occurrence / \$3 million aggregate.

- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

Tom Kelly
Association of Therapies
2704 Mineral Springs Ave
Knoxville, TN 37917
865-687-4537

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Thomas J. Kelly
Authorized Representative

Printed Name: Thomas J. Kelly

Date: 10/11/2016

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-702
APPROVED AS TO LEGAL FORM

[Signature]
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dwyler
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/23/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of North Knox CTE/Halls High School in the field of Physical Therapy, Knox County Schools (KCS) hereby enters into an agreement with Champion Physical Therapy to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million

per occurrence / \$3 million aggregate.

- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

Champion Physical Therapy
7228 Norris Freeway
Knoxville, TN 37918

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

[Signature] PT, DPT
Authorized Representative

Printed Name: Jordan Black

Date: 10/10/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-704
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

DEPUTY LAW DIRECTOR – Signature

DEPUTY LAW DIRECTOR – Printed Name

Date: _____

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of North Knox CTE/Halls High School in the field of Veterinarian, Knox County Schools (KCS) hereby enters into an agreement with Fountain City Animal Hospital to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
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6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
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- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

Fountain City Animal Hospital
Attn: Carol Newsom
5630 N. Broadway
Knoxville TN 37918
865-688-0776

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

R. Khalsa

Authorized Representative

Printed Name: RAI KAUR KHALSA, VMD

Date: 10-11-16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-719
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

Gary Dupler

DEPUTY LAW DIRECTOR – Signature

DEPUTY LAW DIRECTOR – Printed Name

Date: 11/23/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of North Knox CTE/Halls High School in the field of Dentistry, Knox County Schools (KCS) hereby enters into an agreement with Dr. George Changas to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
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- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million

per occurrence / \$3 million aggregate.

- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

Dr. George Chagas DDS
7109 Afton Drive
Knoxville TN 37918
865-922-2101

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Dr. George Changas
Authorized Representative

Printed Name: Sherri Madison

Date: 11-1-16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-703
APPROVED AS TO LEGAL FORM

[Signature]
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dupler
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/23/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of North Knox CTE/Halls High School in the field of Rehabilitation Therapy, Knox County Schools (KCS) hereby enters into an agreement with Max Potential Rehabilitation to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million

per occurrence / \$3 million aggregate.

- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility: If to KCS:

Max Potential Rehabilitation, LLC
Attn: Jason Martin PTA
970 E. Emory Rd.
Knoxville, TN 37938

Jeana Kirby, RN, MSN
Knox County Schools
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY



Authorized Representative

Printed Name: BENEDICT Robert D

Date: 12 Oct 2016

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

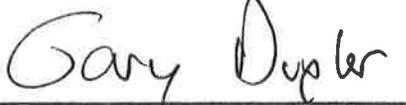
KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-706
APPROVED AS TO LEGAL FORM



DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE



DEPUTY LAW DIRECTOR – Printed Name

Date: 11/23/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of North Knox CTE/Halls High School in the field of Dentistry, Knox County Schools (KCS) hereby enters into an agreement with Dr. Michael J. Sells to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.

4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

Dr. Michael Solly MD
7584 Barnett Way
Powell TN 37849
865-947-9030

If to KCS: Jeana Kirby, RN, MSN

Knox County Schools
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
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15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Michael Solly DDS
Authorized Representative

Printed Name: Michael S Solly, DDS.

Date: 11/16/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-709
APPROVED AS TO LEGAL FORM

[Signature]
DEPUTY LAW DIRECTOR – Signature

Date: 11/23/16

KNOX COUNTY, TENNESSEE

Gary Duxler
DEPUTY LAW DIRECTOR – Printed Name

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of North Knox CTE/Halls High School in the field of Pharmacy, Knox County Schools (KCS) hereby enters into an agreement with Oles's Pharmacy II to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
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 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million

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- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

Okies Pharmacy II
1050 Rutledge Ph.
Blaine TN 37709
865-932-7775

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Will Bunch
Authorized Representative

Printed Name: Will Bunch

Date: 11/11/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-707
APPROVED AS TO LEGAL FORM

Gary Dupler
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dupler
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/23/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of North Knox CTE/Halls High School in the field of Pharmacy, Knox County Schools (KCS) hereby enters into an agreement with Kluggs Pharmacy to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million

per occurrence / \$3 million aggregate.

- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

Riggs Drug Store
604 E. Emory Rd.
Powell, TN 37849

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

[Handwritten Signature]

Authorized Representative

Printed Name:

Ryan Platt

Date:

10/12/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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:

DIRECTOR OF SCHOOLS

BUZZ THOMAS

Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date:

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. *16-708*
APPROVED AS TO LEGAL FORM

[Handwritten Signature]

DEPUTY LAW DIRECTOR – Signature

Date:

11/23/16

KNOX COUNTY, TENNESSEE

Gary Dwyler

DEPUTY LAW DIRECTOR – Printed Name

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of North Knox CTE/Halls High School in the field of Anesthesia and Surgery, Knox County Schools (KCS) hereby enters into an agreement with Lisa Coble CRNA, MSN, APN to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million

per occurrence / \$3 million aggregate.

- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

WT Anesthesia
Lisa Coble, CRNA
865-604-0670

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Lisa Cable

Authorized Representative

Printed Name: Lisa Cable

Date: 11-10-16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS

Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-705
APPROVED AS TO LEGAL FORM

[Signature]
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dupler
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/23/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of North Knox CTE/Halls High School in the field of Optometry, Knox County Schools (KCS) hereby enters into an agreement with Volunteer Eyecare to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million

per occurrence / \$3 million aggregate.

- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

Volunteer Eyecare
6719 Maynardville Hwy.
Knoxville, TN 37918

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Sharon Smith
Authorized Representative

Printed Name: Sharon Smith

Date: 10/11/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-710
APPROVED AS TO LEGAL FORM

Gary Doyle
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Doyle
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/23/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of North Knox CTE/Halls High School in the field of Pharmacy, Knox County Schools (KCS) hereby enters into an agreement with Walgreen's Pharmacy - Clinton Highway to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million

per occurrence / \$3 million aggregate.

- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

Walgreens Pharmacy
5320 Clinton Hwy.
Knoxville, TN 37921

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
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FACILITY

Walgreens - Divyesh Patel RPh
Authorized Representative

Printed Name: Divyesh Patel 

Date: 10/10/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

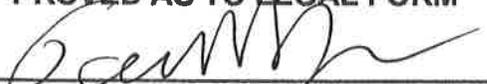
DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

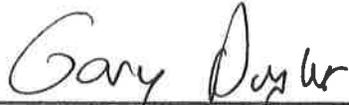
KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-711
APPROVED AS TO LEGAL FORM



DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE



DEPUTY LAW DIRECTOR – Printed Name

Date: 11/23/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of North Knox CTE/Halls High School in the field of Pharmacy, Knox County Schools (KCS) hereby enters into an agreement with Walgreens Pharmacy - Gibbs to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
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4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

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- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
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- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

Midgreens Pharmacy Gibbs
Attn: Ben Loomis
7425 Tazewell Pike
Curry Ln, TN 37721
865-232-1811

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
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~~FRONT~~

Authorized Representative

Printed Name: De Larry

Date: 11/01/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-712
APPROVED AS TO LEGAL FORM

[Signature]
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Doyle
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/23/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of North Knox CTE/Halls High School in the field of Pharmacy, Knox County Schools (KCS) hereby enters into an agreement with Walgreens Pharmacy - Halls to provide this service for the 2016-2017 academic school year.

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- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

Walgreens Pharmacy - Halls
6920 Maynardville Hwy
Knoxville, TN 37918

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools
535 Chickamauga Avenue
Knoxville, TN 37917

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Tyler Walker
Authorized Representative

Printed Name: Tyler Walker

Date: 10-18-16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-713
APPROVED AS TO LEGAL FORM

[Signature]
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dwyer
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/23/16

AGENDA COMMITTEE MEETING

13.

Meeting Date: 12/07/2016
Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Clinical Student Affiliation Agreement with West Hills Health and Rehab for Karns High School Health Science student clinical training at no cost to the Knox County Schools.
(Schools)

Attachments

West Hills Health & Rehab Agreement

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of Karns High School in the field of Nursing Education, Knox County Schools (KCS) hereby enters into an agreement with West Hills Health & Rehab to provide this service for the 2016-2017 academic school year.

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable)).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed

Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained

specifically for such purpose.

4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

West Hills Health & Rehab
6801 Middlebrook Pike
Knoxville, TN 37909

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Kim Hatfield
Authorized Representative

Printed Name: Kim Hatfield RN, DOU

Date: 10-21-16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-714
APPROVED AS TO LEGAL FORM

Gary Dupler

DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dupler

DEPUTY LAW DIRECTOR – Printed Name

11/2/16

**CLINICAL STUDENT AFFILIATION AGREEMENT
ADDENDUM 1**

Patient care Duties to Be Provided By Students

[FACILITY TO COMPLETE LIST OF DUTIES AND ATTACH]

TYPE OF PROGRAM:

Vocational/Technical
Junior College
Four Year College
Graduate School

ACADEMIC LEVEL:

Freshman
Sophomore
Junior
Senior

EXPERIENCE LEVEL:

Beginner/Basic
Some Experience
Advanced

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 2

The following Patient Care Duties cannot be provided By Students:

Students cannot administer IVPush Medications.

Students cannot administer blood or blood products.

Students cannot serve as witness[es] to legal documents.

CLINICAL STUDENT AFFILIATION AGREEMENT

ADDENDUM 3

Other Required Testing:

MMR: Measles; Mumps; and Rubella

Tuberculin Skin Test (PPD) (annual requirement)

Hepatitis B or Signed Waiver refusing

Varicella (Chicken Pox)

Influenza (when it is available) or Signed Waiver refusing

[The Influenza vaccination is to be highlighted if the facility requires it. If **not** highlighted, it is **not** a requirement].

STUDENT AFFILIATION AGREEMENT -ADDENDUM 4

STUDENT SUBSTANCE POLICY CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy prohibits Students (as well as applicants, employees and contractors) from using "Substances" including, but not limited to, illegal drugs and legal prescription drugs without a current, legal and valid prescription. Alcohol may not be used in a manner that will cause Student to be impaired while at the Facility. Students shall be tested for Substances as directed by the School or the Facility.

The Substance Policy

The Students are seeking Facility experience that is not granted to the general public.

It is Facility policy to maintain a drug and alcohol free environment.

By choosing to access the Facility through the program, the Student *must* agree to follow the Facility's substance abuse policy, including Substance testing.

Any Student who chooses not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has chosen not to comply with the Facility's or School's directives;
- Is unfit for duty; and/or
- Has not passed a Substance test within the twelve (12) months preceding Student's provision of Patient Care Services.

KCS shall:

- Provide the Facility with a copy of each Student's completed Consent Form or request Student to provide the completed Consent Form to the Facility;

Substance Testing may also be required by the Facility:

- When a Student is injured at the Facility;
- When a drug is not accounted for per Facility policy;
- For oversight of a Student who has previously completed a Substance rehabilitation program;
- For a Student who has been absent from the School or program for more than 30 days (except for regularly calendared school breaks); and
- When a Student appears to be unfit for duty.

Student Consent, Disclosure and Release

I choose to:

- Agree with and follow the Substance Policy.
- To provide any specimen(s) and to authorize the Facility and any associated persons and/or entities to conduct tests for alcohol and drugs and to allow them to access and utilize specimen and test information as needed pursuant to the Substance Policy and process.
- Release Knox County Schools and the Facility and any associated persons and/or entities from any and all claims, causes of action, damages, or liabilities whatsoever arising out of or related to the Substance Policy and process.

Student Choice to Consent or Not Consent

I have read the above and I choose to (check one)

Consent

or

NOT consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

STUDENT AFFILIATION AGREEMENT - ADDENDUM 5

STUDENT BACKGROUND CONSENT FORM

Name of School: _____

Name of Facility: _____

Facility policy requires Students (as well as applicants, employees and contractors) to pass background checks before being allowed to access the Facility.

The Background Check Policy

The Students are seeking Facility experience that is not granted to the general public.

By choosing to access the Facility through the program, the Student *must* agree to have a background check as described in the Student Affiliation Agreement and herein, as directed by Knox County Schools or the Facility.

Any Student who has chosen not to agree to this policy has chosen not to be in the program.

No Student shall be in the program who:

- Has not completed all documentation, forms and consents required by the Facility;
- Has chosen not to comply with the Facility's or KCS directives;
- Fails to meet dress code standards and ensuring that their attire clearly identifies them as a Student, rather than as employees, agents, or medical staff of Facility;
- Is unfit for duty; and/or
- Has not passed a Background test within the twelve (12) months preceding Student's provision of Patient Care Services.

Facility shall complete each of the following background checks before Students may provide Patient Care Services at Facility:

- o Office of Inspector General ("OIG") List of Excluded Individuals/Entities
 - Facility shall not accept Students who have been suspended or disbarred from any applicable federal payer program. Appropriate screening tools include the Excluded Party Search System, another approved software program, and certain internet sites.
- o License or Certification
 - Facility shall not accept Students whose licenses or certifications have ever been suspended, revoked, terminated, or otherwise modified as to rights and privileges. However, if such sanctions resulted from use of a controlled substance and the Students have successfully completed a rehabilitation program, Facility may accept them so long as they undergo periodic substance abuse testing as determined by the Facility.
- o Criminal Records Check

- Facility shall conduct criminal records checks on Students at the federal, state, and local levels before Student may be allowed to provide Patient Care Services at the Facility and thereafter as often as is required by law. The CEO of Facility will have the authority to make the final decision regarding the acceptance of any Student with a criminal record.

Student Choice to Consent or Not Consent

The information I have disclosed to the School and Facility is true, correct and complete. I understand that any misrepresentation, falsification, omission or deception of material facts may cause my application to be rejected or any program participation terminated.

I authorize the procurement or release of a consumer report or investigative consumer report about me. I understand this report may include information such as my character, general reputation, personal characteristics or mode of living, criminal, credit, and professional licensure certification.

I authorize any entities or individuals with which I have been associated to supply the School and Facility and their agents with this background information and I release any entities or individuals from all liability whatsoever related to the information or its furnishing. My authorization and release includes my waiver of any Family Educational Rights and Privacy Act (FERPA) provisions that apply to me.

I also authorize the School and Facility and their agents to contact any government or private entities or persons to verify the validity of any documentation.

I have read the above and I choose to (check one)

Consent

Or

NOT Consent (not to remain or be in the program)

Student and Witness Signatures

Student:

Witness:

Signature

Signature

Printed Name

Printed Name

Date

Date

Additional Consent for Students under the Age of 18

As the parent and/or guardian of the Student named above, I hereby consent to and authorize the School and Facility and affiliated persons and/or entities to proceed as outlined above.

Parent and/or Guardian's Signature

Date

Student's Printed Name

Date

ADDENDUM 6

DISCLOSURE AND AUTHORIZATION

I authorize the Facility, any persons and entities associated with the Facility, to conduct background investigations which will include the obtaining of Investigative Consumer Reports and Consumer Reports. Such investigations may include seeing information about me such as my employment(s), personal history, education, character, general reputation, criminal, licensure/certification, credit and driving histories.

I also authorize, without reservation, the obtaining of information from other persons and entities (such as other employers, companies, schools, government entities and credit agencies) for information about me, and for those persons or entities to release that information, without reservation.

Print legal first, middle and last name

Social Security Number DOB

Driver's License # & State Issued

Health License/Certificate # & State Issued

AGENDA COMMITTEE MEETING

14.

Meeting Date: 12/07/2016
Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Clinical Student Affiliation Agreements with Anderson Crossing Pharmacy, Benchmark Physical Therapy; Blackmon Pediatrics; Carl Bradley, DDS; Maple Court Assisted Living; Max Potential Rehabilitation; Norwood Family Practice; Open Arms Care Corp; Ortho Tennessee; Parkwest Therapy Center; Powell Animal Hospital; Provision Proton Therapy; The University of Tennessee College of Veterinary Medicine; Vaughn's Pharmacy; Walgreens Pharmacy; and Windsor Gardens Assisted Living for Powell High School Health Science student clinical training at no cost to the Knox County Schools. *(Schools)*

Attachments

- Anderson Crossing Pharmacy Agreement
- Benchmark Physical Therapy Agreement
- Blackmon Pediatrics Agreement
- Carl Bradley DDS Agreement
- Maple Court Assisted Living Agreement
- Max Potential Rehabilitation Agreement
- Norwood Family Practice Agreement
- Open Arms Care Agreement
- Ortho Tennessee Agreement
- Parkwest Therapy Center Agreement
- Powell Animal Hospital Agreement
- Provision Proton Therapy Agreement
- Vaughn's Pharmacy Agreement
- Walgreens Agreement
- Windsor Gardens Assisted Living Agreement

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of **Powell High School** in the field of **Clinical Internship** Knox County Schools (KCS) hereby enters into an agreement with **Anderson Crossing Pharmacy** to provide this service between **2016-2017 Academic Year**

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million

per occurrence / \$3 million aggregate.

- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

**Anderson Crossing
Pharmacy
3318 Andersonville
Hwy
Andersonville, TN
37705
Thomas Dewayne
Hunt**

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

[Signature]
Authorized Representative

Printed Name: Thomas D. Hunt

Date: 10/21/16

ANDERSON CROSSING PHARMACY
3318 Andersonville Hwy.
P.O. Box 933
Norris, TN 37828
(865) 494-8444

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-715
APPROVED AS TO LEGAL FORM

[Signature]
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dupler
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/23/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of **Powell High School** in the field of **Clinical Internship** Knox County Schools (KCS) hereby enters into an agreement with **Bench Physical Therapy** to provide this service between **2016-2017 Academic Year**
mark

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.
- G. Provide the Facility with a copy of each Student's completed Background Consent Form,

if the Facility requires such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.

- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
 - B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
 - C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.
- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

**Benchmark Physical
Therapy
7555 Barnett Way
Powell, TN 37849
Hunter Johnson**

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
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14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
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FACILITY

Hunter Johnson
Authorized Representative

Printed Name: Hunter Johnson

Date: 11/4/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-716
APPROVED AS TO LEGAL FORM

Gary Doyle
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Doyle
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/23/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of **Powell High School** in the field of **Clinical Internship** Knox County Schools (KCS) hereby enters into an agreement with **Blackmon Pediatrics** to provide this service between **2016-2017 Academic Year**

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.
- G. Provide the Facility with a copy of each Student's completed Background Consent Form,

if the Facility requires such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.

- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

**Blackmon Pediatrics
7714 Conner Rd.
Suite 101
Powell, TN 37849
Abigail Blackmon,
MD**

Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

If to KCS:

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
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FACILITY

Aubrey Wells
Authorized Representative

Printed Name: Aubrey Wells

Date: 10/25/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-717
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

Gary Dupler
DEPUTY LAW DIRECTOR – Signature

Gary Dupler
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/23/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of **Powell High School** in the field of **Clinical Internship** Knox County Schools (KCS) hereby enters into an agreement with **Carl Bradley DDS** to provide this service between **2016-2017 Academic Year**

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable).
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- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
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4. TERM AND TERMINATION

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- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

If to KCS:

Carl Bradley DDS
7315 Clinton Hwy.
Powell, TN 37849
Carl Bradley DDS
Pat McCloud

Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
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14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

W Bradley

Authorized Representative

Printed Name: CARL BRADLEY DDS

Date: 10-18-16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-718
APPROVED AS TO LEGAL FORM

Gary Dwyer
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dwyer
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/23/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of **Powell High School** in the field of **Clinical Internship** Knox County Schools (KCS) hereby enters into an agreement with **Maple Court Assisted Living** to provide this service between **2016-2017 Academic Year**

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.

4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.

B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.

C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.

B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.

C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

**Maple Court Assisted
Living
7545 Thunder LN
Powell, TN 37849**

If to KCS:

**Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938**

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Angelina M. Cox ED
Authorized Representative

Printed Name: Angelina M. Cox

Date: 11-18-2016

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-720
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

DEPUTY LAW DIRECTOR – Signature

DEPUTY LAW DIRECTOR – Printed Name

Date: _____

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of **Powell High School** in the field of **Clinical Internship** Knox County Schools (KCS) hereby enters into an agreement with **Max Potential Rehabilitation** to provide this service between **2016-2017 Academic Year**

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.
- G. Provide the Facility with a copy of each Student's completed Background Consent Form,

if the Facility requires such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.

- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

If to KCS:

**Max Potential
Rehabilitation
970 E. Emory Rd
Knoxville, TN 37398
Jason Martin**

Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

FACILITY



Authorized Representative

Printed Name: Robert D. Benedict

Date: 11 Oct 2016

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

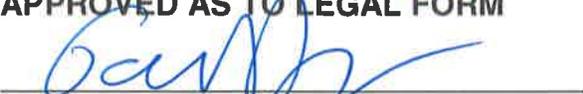
BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

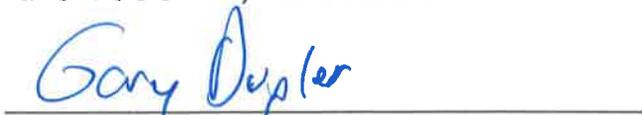
KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-741
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE



DEPUTY LAW DIRECTOR – Signature



DEPUTY LAW DIRECTOR – Printed Name

Date: 11/23/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of **Powell High School** in the field of **Clinical Internship** Knox County Schools (KCS) hereby enters into an agreement with **Norwood Family Practice** to provide this service between **2016-2017 Academic Year**

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.
- G. Provide the Facility with a copy of each Student's completed Background Consent Form,

if the Facility requires such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.

- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

Norwood Family
Practice
1208 Merchants Dr.
Knoxville, TN 37912

Melinda Holbert

Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
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15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
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FACILITY

Norwood Family Medicine

Melinda Holbert
Authorized Representative

Printed Name: MELINDA HOLBERT

Date: 10-28-16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-721
APPROVED AS TO LEGAL FORM

Gary Dupler

DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dupler

DEPUTY LAW DIRECTOR – Printed Name

Date: 11/23/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of **Powell High School** in the field of **Clinical Internship** Knox County Schools (KCS) hereby enters into an agreement with **Open Arms Care Corp** to provide this service between **2016-2017 Academic Year**

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.
- G. Provide the Facility with a copy of each Student's completed Background Consent Form,

if the Facility requires such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.

- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

| if to KCS:

**Open Arms Care
Corp
7810 BallCamp Pike
Knoxville, TN 37931
Cheryl Jones**

Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Open Arms Care

Authorized Representative

Printed Name: Cheryl Jones

Date: 10/18/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-725
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

[Signature]
DEPUTY LAW DIRECTOR – Signature

Gary Dupler
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/23/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of **Powell High School** in the field of **Clinical Internship** Knox County Schools (KCS) hereby enters into an agreement with **Ortho Tennessee** to provide this service between **2016-2017 Academic Year**

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1

million per occurrence / \$3 million aggregate.

- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

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- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. **NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

**Ortho Tennessee
7557 Dannaer LN
Powell, TN 37849
Brian Hicks**

If to KCS:

**Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938**

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Brian Hicks
Authorized Representative

Printed Name: Brian Hicks

Date: 11/16/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-722
APPROVED AS TO LEGAL FORM

[Signature]
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dwyer
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/23/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of **Powell High School** in the field of **Clinical Internship** Knox County Schools (KCS) hereby enters into an agreement with **Parkwest Therapy Center** to provide this service between **2016-2017 Academic Year**

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
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- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
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- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.
- G. Provide the Facility with a copy of each Student's completed Background Consent Form,

if the Facility requires such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.

- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
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- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

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 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
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- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
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- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

**Parkwest Therapy
Center
200 Fort Sanders W.
Blvd
Knoxville, TN 37922
Mark Conley, MSPT,
OCS,CSCS,Cert.MDT**

If to KCS:

**Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938**

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
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16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Mark Conley, MPT, CS, CSS, Cert. MDT, Manager
Authorized Representative

Printed Name: Mark Conley

Date: 10-26-16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-723
APPROVED AS TO LEGAL FORM

Gary Dupler
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dupler
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/23/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of **Powell High School** in the field of **Clinical Internship** Knox County Schools (KCS) hereby enters into an agreement with **Powell Animal Hospital** to provide this service between **2016-2017 Academic Year**

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.
- G. Provide the Facility with a copy of each Student's completed Background Consent Form,

if the Facility requires such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.

- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

Powell Animal Hospital
205 Star Mountain
Way
Powell, TN 37849
Valerie Ellis

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Val Ellis
Authorized Representative

Printed Name: Val Ellis

Date: 10/7/2014

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-724
APPROVED AS TO LEGAL FORM

Gary Dupler
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dupler
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/23/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of **Powell High School** in the field of **Clinical Internship** Knox County Schools (KCS) hereby enters into an agreement with Provision Proton Therapy Center to provide this service between **2016-2017 Academic Year**

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million

per occurrence / \$3 million aggregate.

- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

**Provision Proton
Therapy Center
6450 Provision Cares
Way
Knoxville, TN 37909
Rebecca Bergeron,
RN, OCN**

If to KCS:

Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
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14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain ineffect.

Thomas Welch

Authorized Representative

Printed Name: Thomas Welch

Date: 11/10/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-726
APPROVED AS TO LEGAL FORM

Gary Dupler
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

Gary Dupler
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/23/16

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of **Powell High School** in the field of **Clinical Internship** Knox County Schools (KCS) hereby enters into an agreement with **Vaughn's Pharmacy** to provide this service between **2016-2017 Academic Year**

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.
- G. Provide the Facility with a copy of each Student's completed Background Consent Form,

if the Facility requires such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.

- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

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- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
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 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
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- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
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- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
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- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

If to KCS:

Vaughn's Pharmacy
2141 W. Emory Rd
Powell, TN 37849
Dwight Disney

Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
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15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Authorized Representative

Printed Name:

Date:

10/27/16

[Handwritten Signature]
Dwight A. Disney

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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:

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date:

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-727
APPROVED AS TO LEGAL FORM

DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE

DEPUTY LAW DIRECTOR – Printed Name

Date:

11/23/16

[Handwritten Signature]
Gary Dugler

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of **Powell High School** in the field of **Clinical Internship** Knox County Schools (KCS) hereby enters into an agreement with **Walgreens Pharmacy** to provide this service between **2016-2017 Academic Year**

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.
- G. Provide the Facility with a copy of each Student's completed Background Consent Form,

if the Facility requires such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.

- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million per occurrence / \$3 million aggregate.

- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

**Walgreens Pharmacy
7320 Clinton Hwy
Powell, TN 37849
Jennifer Lamine**

If to KCS:

**Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938**

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Jennifer Lamine
Authorized Representative

Printed Name: Jennifer Lamine

Date: 10/28/16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-728
APPROVED AS TO LEGAL FORM

[Signature]
DEPUTY LAW DIRECTOR – Signature

Date: 11/23/16

KNOX COUNTY, TENNESSEE

Gary Dupler
DEPUTY LAW DIRECTOR – Printed Name

CLINICAL STUDENT AFFILIATION AGREEMENT

KNOX COUNTY SCHOOLS

In order to provide educational training and experience for students of **Powell High School** in the field of **Clinical Internship** Knox County Schools (KCS) hereby enters into an agreement with **Windsor Gardens Assisted Living** to provide this service between **2016-2017 Academic Year**

1. JOINT RESPONSIBILITIES OF KCS AND FACILITY

- A. Provide clinical training to Students, such training may include but not be limited to the following: Biomedical Services; Cardiac Catheterization; Cardiopulmonary Services; Gastrointestinal laboratory; Imaging Services; Information Services; Laboratory services; Lithotripsy; Nursing Services; Pharmaceutical; Rehabilitation Services; Surgical Services; and other Patient Care Services which may be attached to this Agreement. (See Addendum 1 (if applicable).
- B. Provide contact persons to the other party to oversee Students' clinical experiences.
- C. Review Students' background checks and Substance testing results, *if mandated by Facility*. KCS and Facility shall each be responsible for determining if Students may participate or remain in the program, and shall collaborate thereon.

2. KCS RESPONSIBILITIES

- A. Coordinate with Facility to assign Students and plan the clinical training program. Only Students who meet KCS's criteria for eligibility, which must be Facility-approved, shall be referred to the Facility.
- B. Educate Students about clinical safety, including OSHA blood borne pathogens standards, and tuberculosis transmission prevention prior to a student's clinical rotation.
- C. Notify Facility if any Students fail to meet education and/or training requirements.
- D. Obtain written documentation from Students and staff prior to referring them to Facility:
 - (1) (a) a negative TB skin test within the past year or, in the event of a positive TB skin test, a chest x-ray within the past three (3) years; OR provide evidence of no TB disease per negative result of interferon-gamma release assay blood test (T-Spot or Quantiferon Gold) within twelve (12) months of student activity at facility; (b) a completed series of Hepatitis-B vaccine, having begun the series, or informed refusal of the vaccine; and (c) any other appropriate immunizations requested by Facility.
 - (2) Documentation for required testing requirements noted. (See Addendum 3).
- E. Ensure that Students are aware of the Substance Use Policy *if required* by the Facility. (See Addendum 4).
- F. *If required* in section E, provide the Facility with a copy of each Student's completed Substance Use Policy Consent Form (See Addendum 4). KCS may instruct the Student to provide the forms to the Facility.

- G. Provide the Facility with a copy of each Student's completed Background Consent Form, *if the Facility requires* such checks. (See Addendum 5). KCS may instruct the Student to provide the forms to the Facility.
- H. No material related to the clinical education experience at the Facility shall be circulated or published beyond the use of students and faculty for a learning experience at Knox County Schools without the Facility's prior written consent.

3. FACILITY'S RESPONSIBILITIES

- A. Provide continuous clinical experience for Students during specified times.
- B. Provide practical experience in multiple health care areas based on needs, capabilities, and interests of Students. (See Addendum 2 for limitations).
- C. Orient Students and School clinical instructors who visit Facility on matters including, but not limited to, Facility's policies and procedures, personal protective equipment availability and use, and fire and emergency response plans.
- D. Provide first aid for work-related accidents and illnesses, such as blood and body fluid exposures. Facility shall bill such first aid work to Students' insurance carrier. Facility shall not be financially or otherwise liable for any Student's care beyond providing initial first aid, regardless of whether additional services are covered by such Student's insurance.
- E. Provide staff for normal service functions.
- F. Provide reasonable storage space for Students' apparel and personal effects, and classroom or conference room space at Facility for program use.

4. TERM AND TERMINATION

- A. This Agreement shall be effective upon execution by parties and may be renewed upon the parties' mutual agreement.
- B. Notwithstanding any other terms or conditions hereunder, either party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until Students complete current clinical rotations.
- C. If the Facility declares bankruptcy or otherwise becomes insolvent, KCS may immediately terminate this Agreement.

5. INSURANCE

- A. Documentation shall be provided upon request that:
 - 1) Students have health insurance during their clinical rotation at Facility;
 - 2) Clinical instructors and other School staff present on Facility grounds and property have worker's compensation insurance (or, the government version of such insurance); and
 - 3) Students have professional liability coverage in the amount of \$1 million per occurrence / \$3 million aggregate of the occurrence through a policy obtained specifically for such purpose.
 - 4) Facility and its staff have professional liability coverage at a minimum of \$1 million

per occurrence / \$3 million aggregate.

- B. Either party shall be notified in writing within fifteen (15) days of any material alteration, cancellation or nonrenewal of coverage. Inadequate insurance or proof of insurance shall be grounds for immediate termination of this Agreement.

6. CLAIMS AND NOTIFICATION

- A. Each party shall be liable for payment of its portion of all claims, liability, costs, expenses, demands, settlements, or judgments resulting from negligence, actions or omissions of itself or its own representatives, directors, and employees relating to or arising under this Agreement.
- B. Knox County Schools is a governmental entity and is self-insured and is entitled to full or partial governmental immunity, depending upon the circumstance.
- C. Parties agree to notify each other as soon as possible, in writing, of any incident, occurrence, or claim arising out of or in connection with this Agreement which could result in a liability or claim of liability to the other party. Facility shall have the right to investigate any incident or occurrence and School shall cooperate fully.

7. CONFIDENTIALITY (all applicable laws and regulations, including HIPAA)

- A. KCS, its employees, and representatives agree to keep confidential from third parties all information which relates to or identifies a particular patient, including, but not limited to name, address, medical treatment or condition, financial status, or any other personal information which is deemed confidential according to applicable state and federal laws, regulations, and standards of professional ethics ("Confidential Information"). KCS also agrees to inform its Students about their obligations under federal and state law to keep confidential information from third parties.
- B. Patient records are Facility property. Retention and release shall comply with all applicable laws and regulations, policies and procedures. Access and use of patient information is restricted to only what is necessary to provide the services so noted herein.
- C. The Facility shall supply information and applicable forms to Students to meet legal confidentiality provisions.

- 8. NOTICES.** Notices or other communications per this Agreement shall be given to the parties addressed as follows:

If to Facility:

**Windsor Gardens
Assisted Living
5611 Central Avenue
Pike
Knoxville, TN 37912
Bridgette Burchfield**

If to KCS:

**Jeana Kirby, RN, MSN
Knox County Schools
Career and Technical Education Facilitator
North Knox Vocational Center
7411 Ledgerwood Drive
Knoxville, TN 37938**

9. **ASSIGNMENT OF CONTRACT AND BINDING EFFECT** Neither party shall assign, subcontract, or transfer ("Assignment") any of its rights or obligations under this Agreement to a third party without prior written consent of the other party. If there is a valid Assignment, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. **NON-DISCRIMINATION** Each party shall comply with all applicable laws and regulations relating to discrimination, harassment and retaliation which may include those such as Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all as amended. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
11. **INDEPENDENT CONTRACTOR STATUS** Each party is an independent party and not an agent or representative of the other party, and therefore has no liability for the acts or omissions of the other party. In addition, neither party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other party. Therefore, neither party nor any of its employees, agents, subcontractors, or students, shall be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
12. **COUNTERPARTS** This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one Agreement.
13. **CONSIDERATION** Consideration for this Agreement is the mutual promises contained herein. No compensation shall exchange hands between the parties.
14. **GOVERNING LAW AND VENUE** This Agreement shall be governed by and interpreted under the laws of state of Tennessee and venue is exclusive to Knox County, Tennessee.
15. **WAIVER OF PUNITIVE DAMAGES** The parties knowingly, unconditionally, and absolutely waive the right to seek, collect or retain punitive damages in regard to any claims arising from this Agreement. This unconditional waiver is a material portion of the consideration provided by School to Facility to induce Facility to enter into this Agreement.
16. **ENTIRE AGREEMENT & SEVERABILITY** This is the parties' entire agreement on this Agreement's subject matter. It supersedes any other agreements, restrictions, representations, or warranties between the parties. This Agreement cannot be amended, modified, supplemented, rescinded or waived except in a writing signed by each party. This Agreement is severable. If a part(s) is (are) void or unenforceable, the remainder of this Agreement shall remain in effect.

FACILITY

Brian Bartley

Authorized Representative

Printed Name: Brian Bartley

Date: 10-25-16

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS
Interim Superintendent, Knox County Schools
Agrees to the Conditions Herein

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-729
APPROVED AS TO LEGAL FORM

Gary Dwyer
DEPUTY LAW DIRECTOR – Signature

KNOX COUNTY, TENNESSEE
Gary Dwyer
DEPUTY LAW DIRECTOR – Printed Name

Date: 11/23/16

AGENDA COMMITTEE MEETING

15.

Meeting Date: 12/07/2016
Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

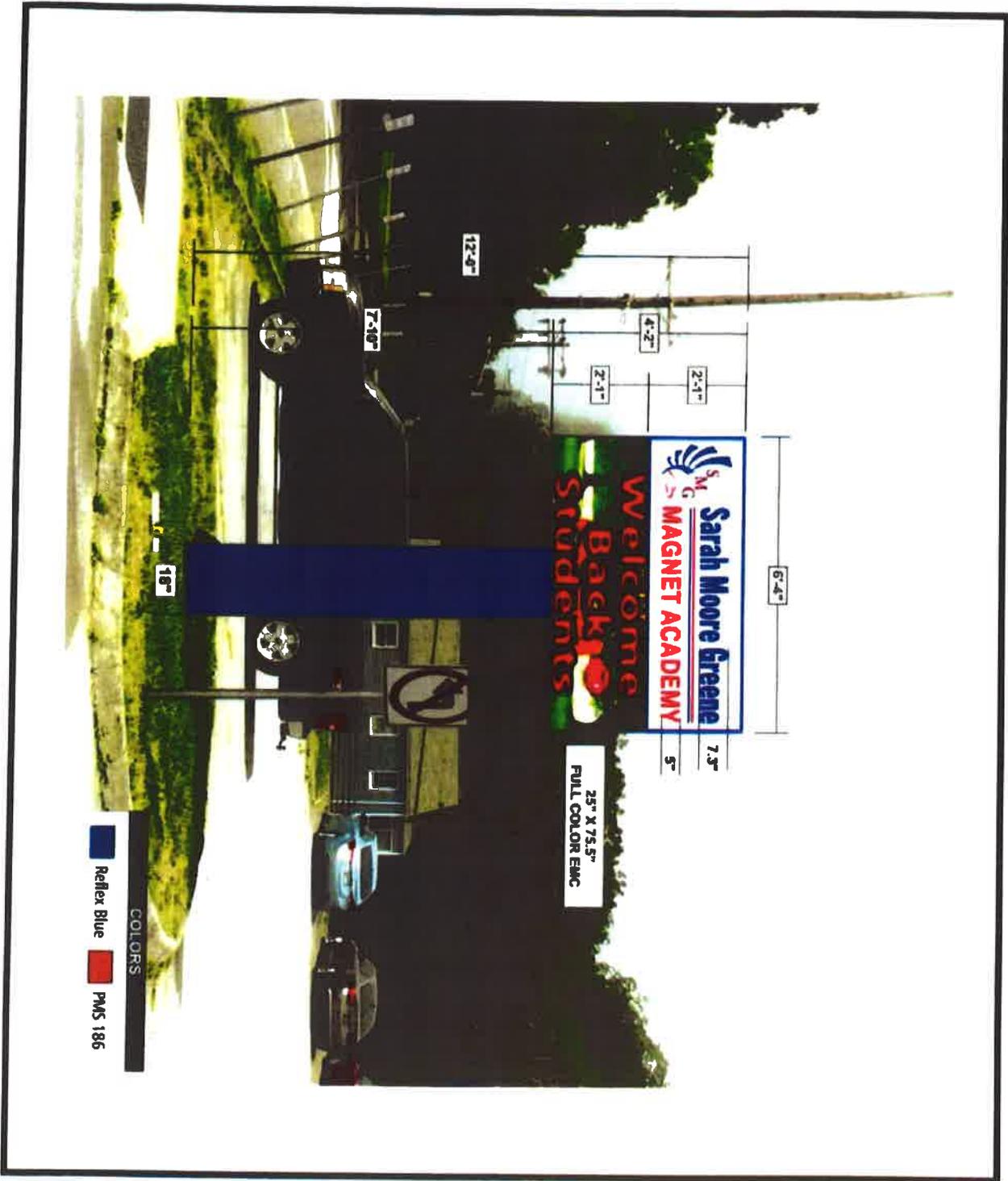
CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving purchase agreement and request of Sarah Moore Greene Magnet Academy to purchase an electronic messaging board in the amount of \$17,950.00 utilizing internal school magnet funds.

(Schools)

Attachments

Purchase Request



COLORS
 Reflex Blue
 PMS 186

	SIGN & FAX BACK SO THAT WE MAY APPROVE YOUR ORDER. FAX: 865.947.2089 info@signco-inc.com		<input type="checkbox"/> APPROVED <input type="checkbox"/> APPROVED W/CHANGES <input type="checkbox"/> REVISE & RESUBMIT		APPROVAL SIGNATURE	
	FILE LOCATION Baker/S/Sarah Moore Green LOCATION Knoxville, TN	SALES REPRESENTATIVE Baker Jones TITLE Sarah Moore Green Pylon	DATE 07-29-2016 DRAWN BY Tiffany Poling	SCALE 3/8" = 1'		

This drawing is the property of SIGNCO, Inc. & is to be used for construction purposes between the customer & SIGNCO, Inc. only. Unauthorized use of this information will result in claims up to a 1/2 value of the job represented on this drawing.
 VALUE OF THIS DRAWING: \$500.00

AGENDA COMMITTEE MEETING

16.

Meeting Date: 12/07/2016
Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Knoxville Convention Center Use Agreement for L&N STEM Academy Winter Concert on December 16, 2016 at a cost of \$1,310.00.
(Schools)

Attachments

Agreement

KNOXVILLE CONVENTION CENTER USE AGREEMENT

This License Agreement made this 2nd day of November, 2016 by and between SMG ("Operator"), and **L&N STEM Academy** whose address is: **401 Henley Street; Knoxville, TN 37909** Attention: **Becky Ashe** ("Licensee"). Operator manages, operates and maintains the Knoxville Convention Center, 701 Henley Street, Knoxville, TN 37902, on behalf of the City of Knoxville (the "City").

1) Premises and Terms: Operator hereby licenses to the Licensee the following area in the Knoxville Convention Center (said area hereinafter referred to as the "Premises"):

Friday 12/16/16 Lecture Hall, Green Rooms 1-3, Park Concourse

Licensee to have and to hold the above-described premises for the term of **one (1) day**, commencing on **12/16/16 at 7:00 AM EST**, and terminating on **12/16/16 at 11:59 PM EST**.

2) Use: Licensee shall use the premises solely for the purpose of: **L&N STEM Academy Winter Concert**

3) Services: Operator agrees to furnish normal janitorial service in public areas, air conditioning during show hours, worklights (50% power) during move-in and move-out; and full house lights during show hours. Further services, rentals and assigned costs are outlined in the Operating Rules and Regulations and Booking Policy in Operator's "Event Guide" (Exhibit A to this agreement). If stated below, Operator will furnish the following additional services, equipment, materials, technicians, etc. on the following terms and conditions:

Estimated Equipment and Services (based on Spring Concert usage)*:

2	Tables, clothed & skirted, complimentary*	\$0 each	= \$	0.00
60	Chairs, flat floor seating, complimentary*	\$0 each	= \$	0.00
1	Lectern, free-standing or table-top, complimentary*	\$0 each	= \$	0.00
1	Riser section, skirted, complimentary*	\$0 each	= \$	0.00
1	Electrical outlet, 20 amp, complimentary*	\$0 each	= \$	0.00
1	Electrical outlet, 20 amp	\$65 each	= \$	65.00
40	Linear ft. stage drape, black	\$5 /linear ft.	= \$	200.00
1	Podium microphone, wired	\$45 each	= \$	45.00

TOTAL \$ 310.00

*Complimentary items are subject to availability. Additional Equipment and/or Services will be charged at standard rate, including set movements, room turns or furniture movement to/from concourses.

4) Rent: Space Rental Rate: Total nonrefundable space rental rate is \$1,000.00 based on the following:

12/16/16	Lecture Hall (normally \$1400/day)	\$1,000 /day	= \$	1,000.00
12/16/16	Green Rooms 1-3, complimentary	\$0 /day	= \$	0.00
12/16/16	Park Concourse, complimentary	\$0 /day	= \$	0.00

TOTAL \$ 1,000.00

Applicable local, state & federal taxes will apply.

Deposit Due: \$1,310.00 payable upon the signing of this Agreement no later than 12/5/16 or this Agreement shall be deemed null and void; any remaining balance, plus all applicable taxes payable upon settlement with Finance Department. All deposits are non-refundable. Rent is payable without demand to: SMG - Knoxville Convention Center, P.O. Box 2543, Knoxville, Tennessee 37901-2543. Licensee shall pay interest at the rate of 18% per annum on payments not received by Operator when due.

5) Liquidated Damages: If Licensee cancels any event or significantly reduces the space reservation covered by this agreement, or commits an act of default under this agreement on or before the move-in date, Licensee shall pay Operator the following amounts as liquidated damages and not as a penalty, and the parties agree that such amounts constitute reasonable provision for liquidated damages: (a) If Licensee cancels or significantly reduces the space reservation more than 6 months before the first scheduled day of the event, the

initial deposit plus half of the remaining balance of the base rental rate; (b) If Licensee cancels or significantly reduces the space reservation less than 6 months before the first scheduled day of the event the entire base rental rate.

6) Indemnification and Exculpation:

(a) **Indemnification Clause:** The Licensee shall be responsible, to the extent permitted by Tennessee law and subject to the terms and limits of the Tennessee Governmental Tort Liability Act, TENN. Code Ann. § 29-20-101, et seq., for liability of the Licensee, its agents and employees for claims, personal injuries, property damage, or loss of life or property.

(b) **Exculpation Clause:** Licensee agrees that neither the City nor any of their officers, agents, contractors or employees shall have any liability to Licensee arising from any breach of this agreement or from or out of the occupancy or use by Licensee, its agents, servants, employees, contractors, patrons, guests, Licensees or invitees of the Premises. Licensee waives any such claims against the City, and their officers, agents, contractors and employees, and agrees that Licensee's sole recourse on any such claim shall be against Operator.

7) Laws, Ordinances and Regulations: Licensee shall comply with all applicable laws, statutes and ordinances and all rules, regulations and requirements of all federal, state and local governmental authorities. Licensee shall not admit to the Premises a larger number of persons than designated by Operator.

8) Responsibility for Damage: To the extent provided by law, Licensee shall be solely responsible for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorney's fees, collectively the "Losses") occurring at the convention center (whether within or without the Premises) caused to SMG or the City and/or persons and/or property in, on, or near the convention center before, during or after an Event by (a) Licensee's failure to comply with any and all federal, state, foreign, local and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to Licensee's performance of this Agreement and/or activities at the convention center, (b) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees or invitees, (c) the negligent acts, errors and/or omissions of the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees or invitees, (d) the material breach or default by Licensee or its officers, directors, agents or employees of any provision of this Agreement, and (e) any and all rigging from or to the physical structure of the convention center or any fixture thereto, set-up, alterations, and/or improvements at or to the convention center necessitated by and/or performed with respect to the Event.

9) Signs: Licensee, its agents, exhibitors, and any person connected with Licensee's event, shall post signs on convention center property only as permitted by Operator.

10) Sale of Novelties, Concessions, Food and Beverage; Intellectual Property: Operator reserves the exclusive right to sell or give away food, beverages, novelties, audio/visual tapes or CD's and other articles, to conduct check rooms, and to control all media activity, including broadcasting, recording, transcription rights and equipment and other privileges. Licensee shall not sell or distribute any of the aforesaid articles or control the aforesaid activities without the express written consent of Operator. Operator is the exclusive food & beverage provider for the Convention Center. No food or beverage may be brought into the convention center or taken off the Premises without prior written approval of Operator. Excess prepared food may be donated to charity at Operator's sole discretion. Sampling or distribution of food or beverage must be approved by Operator a minimum of two weeks prior to any function and may require a temporary Health Permit from the City of Knoxville. All laws and regulations related to copyright, trademarks and other intellectual property must be complied with by Licensee and all persons selling or distributing items on the Premises. If Licensee intends to conduct or permit on the Premises any performance requiring licensing or approval from ASCAP or similar licensing agencies, Licensee shall to deliver to Operator prior to the performance evidence satisfactory to Operator that Licensee has satisfied or will satisfy Licensee's obligations to ASCAP and such similar agencies.

11) Assignment and Subletting: Licensee shall not assign this agreement or sublet the Premises without the prior written consent of Operator. This agreement shall be binding upon, and shall insure to the benefit of, the successors and assigns of Operator, and to such successors and assigns of Licensee as are permitted by Operator.

12) Default and Operator's Remedies: Upon Licensee's default in complying with any of the provisions of this agreement or of Exhibit A hereto, Operator may terminate this agreement and exercise any and all of its legal and equitable remedies. Licensee hereby gives Operator permission to remove and store, at Licensee's expense, any property left on the Premises, to sell such property, and to apply the proceeds of sale to any obligations owing by Licensee to Operator. Licensee shall reimburse Operator for all expenses, including but not limited to attorney fees, incurred in ascertaining or enforcing Licensee's obligations or Operator's rights hereunder.

13) Insurance: During the term of this Agreement, Licensee shall be and remain self-insured or maintain in full force and effect, commercial general liability as Operator deems appropriate.

14) Relocation of Licensee: Operator reserves the right to relocate Licensee from the Premises to another space of Operator's choosing of approximately the same dimensions and size. If Licensee is relocated to other space that is leasing at a rent less than that of the Premises, Licensee's rent shall be reduced to the lesser rent.

15) Administrative Charges: If any check, bank draft or negotiable instrument given for any payment hereunder is dishonored, Operator, in addition to its other remedies, may make an administrative charge of Forty (\$40.00) Dollars for each such instrument.

16) Delay of Possession: If Operator is unable to tender possession of the Premises because of the unauthorized holding over of any previous licensee, Licensee's rent shall be abated during the holdover time, but nothing shall operate to extend the term of this agreement beyond the original expiration date. Operator's liability to Licensee for any loss or damages related to such delay in obtaining possession shall be limited to said abatement of rent.

17) Other Portions of Operator's Building/Access of Premises: Operator may use any portion of the convention center other than the Premises for other events and shall not be responsible for the actions of any other user of the building. Operator shall at all times have complete access to all portions of the Premises. Licensee shall supply to Operator keys to the Premises secured by Licensee under lock.

18) Emergency Powers to Vacate Premises: Operator may cease operation of the facility or facility systems, terminate services or order evacuation of all or any portion of the Premises, or cause to be removed therefrom any persons or property if, in Operator's judgment, circumstances threaten the safety and welfare of persons or property. Licensee waives any right or claim for damages against Operator, the City, and their agents or servants, in such event.

19) Representations and Warranties: Each party hereto hereby represents and warrants to the other party that it has the full power and authority to enter into this agreement and perform each of its obligations hereunder; it is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery and performance of this agreement; and no litigation or claims exist which might adversely affect its liability to fully perform its obligations hereunder, or the rights granted to it by the other party under this agreement.

20) Miscellaneous: This agreement shall be governed by the laws of the State of Tennessee. All legal proceedings relating to this agreement or to Licensee's use of the Premises shall be brought in state or federal court in Knoxville, Tennessee. Licensee hereby consents to the jurisdiction and venue of such courts and waives any objections to such jurisdiction and venue. If any provision of this agreement is held invalid, the remainder shall not be affected by such invalidity. This agreement may be altered, changed or amended only in writing signed by both parties hereto. Licensee expressly acknowledges that neither Operator, nor the City, nor anyone acting on behalf of either of them has made any representation guarantee, or promise with respect to the financial success or other success of Licensee's event. Any matter not expressly provided for herein shall be dealt with as the Operator may determine at its discretion.

All provisions of Operator's "Event Guide" (Exhibit A hereto) are incorporated into this agreement by reference.

SMG _____ Licensee _____

21) **Force Majeure:** If the Convention Center is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of operator prevents occupancy and use of the Premises by Licensee, Operator shall have no liability to Licensee for any damages caused thereby.

22) **Notices:** Any notice or other communication required to be given pursuant to this agreement shall be in writing and shall be served by hand delivery or by certified or registered mail, return receipt requested, at the addresses set forth below. Notice to Operator shall be effective only upon actual receipt by Operator.

If to Operator:
SMG
Knoxville Convention Center
P.O. Box 2543
Knoxville, Tennessee 37901-2543
ATTN: Mary S. Bogert, General Manager

If to Licensee (if other than address on page 1):

ATTN: _____

Licensee: L&N STEM Academy

Attest:

By: See attached signature
Becky Ashe *page*

Date _____

Date _____

Operator: SMG

Attest:

By: _____
Mary S. Bogert, General Manager

Date _____

Date _____

Original License; issued on 11/2/16
KS:bc

Savor... Knoxville – Food & Beverage Policies

Mailing Address: P.O. Box 2543, Knoxville, TN 37901-2543
Facility Address: 701 Henley Street, Knoxville, TN 37902
Phone: 865-KCC-KNOX (522-5669) Fax: 865-329-0422

SMG is the exclusive food & beverage provider for the Knoxville Convention Center and Knoxville Convention & Exhibition Center. No food or beverage of any kind will be permitted to be brought into the facility by the patron or patron's guest or invitees. Food and beverage items may not be taken off the premises; however, excess prepared food is donated under regulated conditions to agencies feeding the underprivileged at SMG's sole discretion. Sampling and/or distribution of food or beverage by any exhibitor or vendor must be approved by the Food & Beverage Director two weeks prior to any function, must complete an authorization request provided by the Catering Department and will require a temporary Health Permit from the City of Knoxville. SMG reserves the right to adjust, waive or modify exclusivity of these policies related to move-in and move-out of the facility for tradeshow, consumer or related events.

GUARANTEES

The guaranteed number of attendees is required 72 hours or 3 business days prior to the date and time of the function. A business day is defined as Monday-Friday by 12:00 noon. If the guarantee is not received as stated, the number specified on the Banquet Event Order will be your guarantee. The guarantee is not subject to reduction after the 72-hour deadline. Increases in attendance given after the final guarantee may be subject to 20% surcharge over the selected menu price. 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. The Catering Department will prepare food product for seated functions 5% over the guarantee to a maximum of 30 people. Additional seating will only be placed if needed. Pre-set salads and desserts will only be provided for the guarantee. Any overset to include the 5% overage will be charged accordingly.

BEVERAGE SERVICE

We offer a complete selection of beverages to complement your function. The Tennessee Alcohol & Beverage Commission regulates alcohol and beverage service. As the licensee, we are responsible for the administration of these regulations. Alcoholic beverages may not 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 services, and we reserve the right to refuse alcohol service to intoxicated or underage persons. Alcoholic beverages may not be removed from the premises.

MENUS

The following menus are designed as guidelines to assist you in the selection of your food and beverage services. Please note that your Catering Sales Manager welcomes the opportunity to customize menus and services to create specialty or thematic events.

PRICING

A 21% labor charge will be applied to all food, beverage and related services. A 9.25% sales tax will be applied to all food, non-alcoholic beverages, service charges, rental equipment and floral arrangements.

LABOR

Catering personnel are scheduled in four-hour shifts for each meal period. These shifts include set-up, service and breakdown. Events requiring additional time for service will incur an overtime charge of \$25.00 per server per hour.

Client Signature: _____ Date: _____

Savor... Knoxville – Food & Beverage Policies

CONTRACTS

If you are planning to include Food & Beverage with your event, you will need to complete a Space Contract to hold your space in the facility. In addition, you will need to sign our Food and Beverage Policies along with the Space Contract. The deposit schedule on your Space Contract will reflect estimated food & beverage charges. The BEO is your menu order and must be signed and received by our Catering Department no less than two weeks prior to your event date. The Space Contract, Food and Beverage Policies and BEO signed by both parties, with its stated terms and deposit, constitute the entire agreement between the client and Catering by SMG.

PAYMENT

A deposit of 25% of the estimated food and beverage charges is due to book or hold space for a food and beverage event. A deposit of 50% is due thirty days prior to the event, and 100% of estimated charges is due, along with the signed Space Contract, Food and Beverage Policies and BEO, by the date specified in the contract to guarantee services (72 hours prior to the event). Any increases in the final guarantee (above the 5% allotted) are due and payable prior to the start of services. Any on-site adjustments, additions or replenishments of the contracted catering services will be reflected in a final invoice, payable within 10 days of receipt. The Catering Department does not extend direct billing. As such, a guaranteed payment is required for all functions. You may finalize your account by Company Check, Cashier's Check, Visa, MasterCard, American Express or Cash. The Catering Department will process/pre-approve your credit card for any estimated balance three business days prior to your function date.

CANCELLATION POLICY

Cancellation of contracted Food & Beverage services must be made in writing a minimum of four weeks prior to the scheduled function. If the event is cancelled 14 or more days prior to the event date 0% of the total estimated services will be charged. If the event is cancelled less than fourteen days but more than 72 hours (three business days) prior to the event, a fee of 75% of the total estimated services will be charged. Any event canceled less than 72 hours (three business days) prior to the event will incur 100% of the estimated charges. This policy does not amend or effect any applicable Space Contract provisions.

FACILITY SERVICES

Round table seating of ten will be provided. Seating of less than 10 guests will incur additional linen and server charges. Seating diagrams with numbered tables are available upon request. Banquet prices include white linens, glassware, china and flatware. For banquets exceeding 1000 guests, additional rental charges may apply. China service is available in the ballroom and meeting rooms. Requests for china service in the Exhibit Halls may incur rental charges.

SECURITY, ELECTRICAL & INSURANCE

This information is provided in the Event Guide. Please refer to this guide regarding these areas as they pertain to your specific event.

DECORATIONS & FLORAL

Your Catering Sales Manager is available to assist you with fresh floral arrangements, thematic decorations and specialty linens to enhance your event. Additional charges will apply for these services.

Client Signature: _____ Date: _____

Assistance with additional services available upon request:

Floral Arrangements ~ Ice Sculptures ~ Entertainment ~ Colored Linens ~ Decorations ~ Specialty Lighting

Event Calendar Info



Knoxville Convention Center Calendar
www.knoxvilleconventioncenter.com

___ Yes ___ No Date: _____

Basic Info:

Event Name: _____

Event Date(s) & Time(s): _____

Event Description: _____

Ticket Prices: _____

Tickets on sale at: _____

Tickets on-sale date: _____

Additional Info:

Contact: _____ phone: _____

e-mail: _____ Website: _____

Signature : _____ Date: _____

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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 NO. 16-742
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

Gary Dugler

[Signature]
DEPUTY LAW DIRECTOR – Signature

DEPUTY LAW DIRECTOR – Printed Name

Date: 11/28/16

VENDOR

AUTHORIZED SIGNATURE

COMPANY NAME (VENDOR)

Date: _____

AGENDA COMMITTEE MEETING

17.

Meeting Date: 12/07/2016
Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an application and receipt of funds from The Verizon Foundation for a Verizon Innovative Learning Maker Grant in the amount of \$42,100.00 for creation of a maker lab at Bearden Middle School.

(Schools)

Attachments

Grant Information

October 21, 2016

Dear Bearden Middle School Team,

Congratulations! The Verizon Foundation is pleased to inform you that your application for the Verizon Innovative Learning Maker Grant in the amount of \$40,000 has been approved by the selection committee. The offer of this grant is subject to your agreement to:

- Use the grant funds only as specified in the approved grant proposal.
- Maintain e-rate compliance by not purchasing computers, tablets, phones, portable access (such as Mi-Fis), other connected devices, data, access or telecommunications networks and elements with grant funding.
- Provide quarterly reports on the metrics of the grant as well as year over year spend via our online Cybergrant system.
- Comply with reasonable requests for information about program activities.
- Adhere to Verizon Innovative Learning messaging and branding.
- Participate in Verizon Innovative Learning student showcases and/or convenings.

If your organization agrees to these terms, please confirm via email and we can proceed with next steps.

Sincerely,
Belinda Harris
Program Manager, Verizon Innovative Learning

Contract No.: 16-643
APPROVED AS TO LEGAL FORM

Knox County Law Director Date

KNOX COUNTY, TENNESSEE

TIM BURCHETT Date
KNOX COUNTY MAYOR

verizon
innovative
learning

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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 NO. 16-643
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

Gary Dupler

DEPUTY LAW DIRECTOR – Signature

DEPUTY LAW DIRECTOR – Printed Name

Date: 4/29/16

VENDOR

AUTHORIZED SIGNATURE

COMPANY NAME (VENDOR)

Date: _____



2016/2017 Verizon Maker Lab Grant Description + Application

Grant Introduction

Verizon Innovative Learning brings technology and hands-on learning opportunities to kids in underserved schools and communities, inspiring tomorrow's creators to use technology to build brighter futures for themselves, their families and the world.

Verizon Innovative Learning is excited to launch a new grant, strategically purposed to assist with the implementation of a Maker Lab in your school. We envision the labs will create a 360-innovative learning experience for our students, where they can meld their personal passions with STEM focused designs and products to better their communities and the world.

Submit your application today.

Application Deadline- Friday, October 14, 2016

Grant Timeline

- 14-Oct-16 **Application Deadline**
- 21-Oct-16 Winning schools notified
- 4-Nov-16 Cybergrant application deadline
- 23-Nov-16 Grant Payments distributed
- Dec 15-17, 2016 Launch Bootcamp
 - Jan-17 Phase 1 Virtual Workshop
 - Mar - 17 Phase 2 Virtual Workshop
 - Apr - 17 Enhanced Maker Labs Open
 - May - 17 Phase 3 Virtual Workshop
 - Jun - 17 Showcases
 - Fall 2017 New Maker Labs Open

Who is eligible? Verizon Innovative Learning schools Cohorts 1 & 2 ONLY

What will they receive?

Schools with existing Maker Spaces

1.) **\$20,000 grant** to enhance their space + **paid Launch training** (max 3 persons per school)

Schools without existing Maker Spaces

2.) **\$40,000 grant** to outfit a new space + **paid Launch training** (max 3 persons per school)

3.) Discounted admission to Maker Educator Convening May 2017

How can this grant be used?

Technology, equipment and materials for Maker Lab including, but not limited to:

- 3D Printers
- Sewing Machines
- Materials and Supplies
- Laser cutters
- Audio/Visual Equipment
- Specialty software

Support professional development for teachers including, but not limited to:

- Supplemental dedicated Maker-related staff
- Product specific training
- Curricula and resources to support Maker Education

What will be required?

- Maker Labs required to adhere to Verizon Innovative Learning messaging and branding with support from Verizon Foundation marketing.
- Students/teachers utilizing the space must participate in research and surveys
- Participation in Verizon Innovative Learning student showcases or convenings is required
- Participation in **mandatory** Maker Education training
- Implementing strategies for Maker Ed in existing curriculum
- Implementing in-school student and teacher Maker Champions

How will applications be judged?

Special consideration will be given to applications that demonstrate the following:

- Clear and concise vision for Maker Education and Maker Lab implementation
- At least 50% of student population utilization of the space
- Include aspects of social innovation and making things that matter
- Strong leadership support of Maker Education
- Feasible and realistic plan for lab implementation
- Unique and differentiating experiences planned for space
- Implementation of before/after school clubs in the space

Application Overview

The Verizon Maker Lab Grant Application consists of seven components:

- 1.) A description of the school that the grant will benefit
- 2.) Maker lab vision
- 3.) Description of Champions nominated for spearheading Maker Lab implementation
- 4.) Short response section
- 5.) Budget Proposal
- 6.) Projected Timeline
- 7.) Letter of Support from School's Administrative Leadership

As a part of this grant, at least two support staff from each winning school will be **required** to attend mandatory Launch training Dec 15th - 17th. This training will be held in-person in San Francisco.

Launch training will be an intensive 2-day session taking place at the Verizon Innovation Center with a focus on the following:

- Design Thinking
- Maker Curriculum & Project Integration
- Program Planning
- Makerspace Design
- Hands on Maker Activities
- Tour of either Exploratorium or Autodesk
- Tour of Innovation Center

Application Deadline- Friday, October 14, 2016

Verizon Maker Lab Grant Application

School Name:

School District:

School Address:
Street Address

Address Line 2

City

State

Postal / Zip Code

School Website:

Select One: Cohort 1
 Cohort 2

Existing Maker Space? Yes
 No

Room designated for Maker Lab:
library, computer rm, etc

Square footage:

Date Application Submitted:
MM DD YYYY

Main Point of Contact Information

Name:

Title:

Email Address:

Phone Number:
####

Principal Contact Information

Name: Sonya Winstead

Title: Executive Principal

Email Address: sonya.winstead@knoxschools.org

Phone Number: 865 539 7839
####

Assistant Principal Contact Information

Name: Cathy Woodby

Title: Assistant Principal

Email Address: Cathy.woodby@knoxschools.org

Phone Number: 865 539 7839
####

Additional Administrator Contact Information

Name: David Bailey

Title: Assistant Principal

Email Address: David.Bailey@knoxschools.org

Phone Number: 865 539 7839
####

School Information:

Number of Students in School:

1234

Estimated number of students to utilize Maker Lab

1234

Number of Teachers in School

86

Estimated number of classes to utilize Maker Lab

all

Is your school CTE-certified?

Yes
 No

Percentage of English Language Learners:

6%

Percentage of Special Needs Students:

20%

Race/Ethnicity

Percentages of student population

American Indian/ Alaska Native

0%

Asian

3%

Black/African American

22%

Hispanic/Latino

9%

Native Hawaiian/Other Pacific Islander

0%

White/Caucasian

66%

Maker Lab Vision:

As mentioned in the grant introduction, we envision the Verizon Maker Labs as being epicenters for innovation and design within the communities that the winning schools serve. We want to ensure that schools have the necessary supports to successfully implement these spaces and support Maker Education within their buildings.

To facilitate a successful implementation, we strongly recommend that schools create roles for at least two (2) Maker Champions and one student Maker team with at least eight to ten (8-10) students.

Please describe the vision that you have for Maker Education in your school and how you see it benefitting your students and school community.

Bearden Middle School's (BMS) MakerLab will offer students a chance to explore, play with purpose, become catalysts for social innovation, and focus on outcomes to create a culture of collaboration. Our students live in communities lacking rich hands-on STEM experiences. The Maker Lab will plant a seed for underrepresented students such as minorities and girls to open the door to the possibility of a STEM-related career. BMS students will become collaborators, communicators, creators, and dynamic leaders in the community.

To become collaborators, students will work together to solve problems. The ThinkingLab will be a primary feature of the MakerLab. We will use the space to bridge the gap between our currently disjointed clubs and extracurriculars. Our status as an International Baccalaureate (IB) school encourages cross-curricular collaboration. The MakerLab will be a central space and set of tools that all students/groups may use to encourage a cultural shift towards collaboration.

To become communicators, students have opportunities to express challenges, needs and concerns, and lessons learned throughout the design process. After investigating and planning a solution to a problem, students can share their ideas with others by tweeting it, using a designated hashtag. Students can present in periodic schoolwide "Maker Showcases". Some students will create a reflection to share their progress and products. Videos will be shared using BMS's closed circuit news channel.

To become dynamic community leaders, students will teach and learn from the community including experts from Oak Ridge National Laboratories and the University of Tennessee, as well as members of local churches and local nursing home residents. Experts will assist students in learning skills such as woodworking, needle arts, and programming. We will offer classes not only for our students, but also to parents, teachers, and community members. "Expert" students will have opportunities to teach nursing home residents and students from the nearby elementary school. Students will display their creations at Maker Showcases. BMS will open quarterly to the community, students, and families, who can utilize the space on "Maker Saturdays". Maker Champions and Maker Students will lead the school and community in the space. Students and teachers will have opportunities to earn micro-credentials and badges to show their developing expertise that they can share with others. Students will enlist the larger community to become global citizens.

Lastly, we will push students to be creators instead of consumers. The CreatingLab space will give students problem solving and design opportunities to work past issues and see solutions come to fruition. The focus will not be on building models, rather on working through the problem solving process and creating solutions to real world problems. They can tinker, build, take apart, experiment, design, play, and learn.

Having a MakerLab will open opportunities and experiences that our students may never have outside of BMS. It will be the catalyst that changes the path their circumstances have set them upon. Students will understand that they can and will make a difference in their communities and the world.

Maximum Allowed: 500 words

Maker Champions & Alternate Champion

Champion 1 Name: Kayla Canario

Title: TPaCK Coach

Email Address: kayla.canario@knoxschools.org

Phone Number: 865 387 8488
####

Brief Bio: Kayla Canario graduated with a bachelor of Science in Education from Tennessee Technological University. She started out her career as a middle school Science teacher. Kayla was in the classroom for 6 years teaching science, and was twice named "Teacher of the Year". For the past 2 years, she has served as an Instructional coach, with a focus in appropriate technology integration.

Champion 2 Name: Donna Gobbell

Title: Library and Media Specialist

Email Address: donna.gobbell@knoxschools.org

Phone Number: 865 539 7839
####

Brief Bio: Donna Gobbell graduated with a masters in Information Science from the University of Tennessee in 2004. She has been a librarian her entire educational career. Donna has spent all twelve of her years serving in the Bearden Middle Library. In 2016 Donna was named the Knox County Schools "Innovator of the Week" for the things she has done in the BMS Library.

Alternate Name: Hayley Evans

Title: Design Teacher

Email Address: hayley.evans@knoxschools.org

Phone Number: 865 539 7839
####

Brief Bio: Hayley Evans is a Career and Technical Education teacher at Bearden Middle School. She teaches a challenged based learning class exclusively using iPads. This is her first year at Bearden Middle School. She spent the past five years as a Social Studies teacher and cheerleading coach at South-Doyle High School in Knoxville, TN. Hayley has a Bachelor of Arts in Political Science and a Masters of Science in Secondary Education from The University of Tennessee.

Short Response Section

What elements do you envision being included in your Maker Lab? What projects/ products do you see being worked on in this space?

We envision the BMS MakerLab having two main elements - the ThinkingLab and the hands-on CreatingLab.

The ThinkingLab will be a 382 ft² area designed for brainstorming, collaboration, and design. There will be multiple surfaces (walls, table tops, easels, etc) with writable surfaces. We picture groups of students gathered around tables and boards, exploring, adding on to and improving each other's ideas. Ideally, users can brainstorm while physically moving around the space to collaborate and give each other feedback. Flexible seating will be scattered throughout the space to encourage conversation and collaboration.

The CreatingLab is hands-on. The 850 ft² space that will be open for students to use the resources to tinker, code, and make what they have imagined in the ThinkingLab. Three different levels of projects will be worked on within this space:

Free-play - we will offer art supplies, robotics, computer programming, circuitry, crochet, coding, playdough, legos and other materials of this type. Free-play will be open to students before and after school and during the school day.

Teacher check out or supervision - projects will be things that would use the audio/video studio, robotics, the 3-D printer, or any of the free play items.

Individualized learning - students or community members can write a simple proposal to use materials and be supervised and trained by the Maker Champions or Maker Students. Materials include anything previously mentioned in addition to sewing machines, wood working or soldering tools, and more.

Maximum Allowed: 250 words

If your school has an existing Maker or Design/ Technology space - please describe the space and its current use. Additionally, please outline how you will use this grant to enhance your current space.

NA

Maximum Allowed: 250 words

Please describe how your school will plan to make use of the Maker Lab before and after school.

The MakerLab will be open to students for one hour prior to the start of each school day. Students will be allowed to utilize the CreatingLab free-play space and the ThinkingLab during this time. With advance notice, to ensure adequate supervision and acquisition of necessary materials, students will work on proposals they have submitted. Members of student organizations will earn community service hours through their assistance in supervising the MakerLab. Teachers will be encouraged to be available during these time periods to assist students in implementing their ideas; Maker Champions will be available.

After school, community members will be invited to conduct classes on various interests and skills. In addition to students, community members may also sign up to learn from our makers and to become Master Makers themselves. Students and teachers who attend these classes will earn micro-credentials and Master Maker Badges to display their expertise. Students who earn badges will be allowed and encouraged to assist other students in their area of expertise.

Extracurricular clubs may sign up in advance to use the space after school to fulfill their needs for creating. Clubs such as our award-winning Technology Student Association and Science Olympiad teams, as well as Student Spaceflight Experimentation Program, Fashion Show, Yearbook, Student Council and others could have access to the space when needed. We also plan to start an after school MakerClub to optimize use of the space and train maker leaders.

Maximum Allowed: 250 words

Please describe how your school will align core content areas - ELA, Math, etc - to make use of the Maker Lab.

BMS implements the IB design cycle; MakerLab will allow students to complete projects they may have previously stopped due to lack of resources. ThinkingLab will be used globally as students brainstorm and design class projects and assignments. Science and Math students will use the space as they discuss real world math concepts, learn about engineering, and explore computer programming. BMS Language Arts students and teachers will utilize MakerLab for Genius Hour projects. Art and design classes will use the 3D printer to create while reinforcing curriculum. Social Studies classes will utilize the ThinkingLab to explore geography and social issues. Our self-contained special needs population will work alongside our general population in the MakerLab doing things like woodworking and cooking. English Language Learners will work through the design cycle using the ThinkingLab and CreatingLab. Teachers Implementing Challenge Based Learning will easily integrate both the ThinkingLab and the CreatingLab.

Maker Champions will create task cards for teachers to work through during Professional Learning Communities. Then, teachers will create task cards during existing PLC times to promote Maker Education in their classroom curriculum. The task cards will ask students to solve a challenge either front-loading information for a new, or reinforcing a former, topic. Teachers will create one new task card quarterly; students will have 8 cards per quarter to select and work through in the MakerLab.

Maximum Allowed: 250 words

Which school and/or admin support structures will be in place for the Maker Lab? Please include the name(s) of individuals from school level leadership who will support the creation of the Maker Lab and support integration of Maker Education at the school.

Our administrator overseeing the MakerLab is BMS Assistant Principal Cathy Woodby. The immediate supervision and care of the MakerLab will fall on our Maker Champions, Librarian Donna Gobbell and Technology, Pedagogy and Content Knowledge (TPaCK) Coach Kayla Canarlo. Donna and Kayla will also receive support from Design Teachers Seth Coulter and Hayley Evans.

The Maker Lab will be managed during free-play times through a student sign-in system. Direct supervision during these times will be done by the Maker Students and volunteers from school clubs in need of service hours. Maker Champions will also be in the vicinity of the MakerLab in the event they are needed. None of the free-play activities will require special training or special supervision. The materials that require extra supervision or training can be checked out or scheduled by teachers through existing BMS library systems. Lastly, the proposals turned in for more individualized/specific use will be first vetted by the Maker Students on a rubric, then by one of the Maker Champions. Once proposals are accepted, Maker Champions will arrange a time with the applicant to complete the project. The quarterly Maker Saturdays will be supervised by the Maker Champions and other staff members who become vested in the project.

Maximum Allowed: 250 words

Please describe how your school will ensure the sustainability of the Maker Lab beyond the life of the grant.

Sustainability of our MakerLab will be dependent upon gaining the support of our community. Utilizing BMS and Knox County Schools community partners, we will solicit donations of consumable supplies for our MakerLab. Knox County Schools has a Teacher Supply Depot that is open to teachers quarterly. Businesses donate supplies to the district, and teachers may select an unlimited amount of sewing supplies and other consumables. We will obtain many of our materials using this opportunity. The consumable materials used during free-play will be replenished periodically to discourage waste. Materials will be made available as needed for teacher checkout and personal proposals. Further, close monitoring of the MakerLab will reduce the overuse of supplies, while still allowing opportunities to imagine and create.

Funding opportunities exist as another mechanism to replenish MakerLab consumables and equipment. For example, BMS PTA, Teacherpreneur, and Junior League of Knoxville provide opportunities for grants annually. Through these opportunities, we can purchase supplies to ensure that students have the needed materials. Additionally, if students have ideas for personalized projects and need materials that are not readily available in the MakerLab, they will be able to apply for a grant from PTA to provide the materials needed. Students will submit their ideas to a panel consisting of teachers, students, and members of the PTA. Personalized projects that are approved by this panel will be eligible for small grants (up to \$50) to purchase the materials needed to complete the projects.

Maximum Allowed: 250 words

Please describe how your school will leverage student's existing VILS devices to support learning in the Maker Lab?

Due to the opportunity of being a Verizon Innovative Learning School, BMS has fully integrated technology into school culture. The MakerLab is a natural next step as we build a culture of collaboration through encouraging students to explore, play with purpose, become catalysts for social innovation, and focus on outcomes. Using the student VILS devices is a key component of having a well-functioning MakerLab. First, many of the components integrate with iPads, such as robotics, programming, and Osmo. Secondly, when doing making outside of just free-play, students will research on some level. The iPad allows the students to do research on their own terms. Students will watch how-to YouTube videos on their iPads to learn necessary skills. Lastly and most importantly, the iPad will be used as a means of communication and reflection. Students will use iPads to document their design process and share their victories, lessons learned, needs, and concerns through storytelling Maker Videos. Some of the Maker Videos will be shown on our closed circuit news station during morning announcements, during Maker Showcases, and on our school website. Students will sign in and sign out of the MakerLab using a QR code and google form. The form will have a very short, quick reflection and feedback question that must be filled in when they leave, allowing them to internalize their time spent in the lab. Maker Students will look at feedback and work with Maker Champions to improve the systems.

Maximum Allowed: 250 words

Budget Proposal

Each winning school will receive a monetary grant in either the amount of \$20,000 or \$40,000 to enhance or implement their Maker Lab. Please provide a detailed budget that includes a brief description of each line item. Some examples of potential uses for grant funds include:

- Materials and Supplies such as Little Bits®, Arduinos, Raspberry Pis, etc
- Supplemental training - Challenge Based Learning, etc
- Maker Lab machines and tools (excluding computers)
- Maker Space digital tools such as computer programs, software and applications.
- Audio/Visual equipment such as cameras, lighting, and sound recording equipment
- Additional training for school staff supporting the Maker Space

Please note - grant funds cannot be used for capital improvements

(please attach your budget proposal along with the submission of this application)

Projected Timeline

Each winning school will be expected to showcase in the Spring either via a Maker Faire, a Maker Lab workshop or virtual convening with the expectation of all spaces being completed by Fall 2017. Please include a projected timeline outlining the milestones your school will adhere to meet these objectives.

Letter of Support

Please attach a letter of support that is signed by your school's administrative leadership and outlines your school and/or school system's endorsement of the school's participation in this grant opportunity and adherence to research, marketing and showcasing requirements outlined in the overview.

Please submit your completed application and required attachments via email to the Verizon Maker Lab Grant manager, Belinda Harris - belinda.j.harris@Verizon.com.

Please include "Verizon Maker Lab Grant Application - School Name" in the subject line of your email.

Application Deadline- Friday, October 14, 2016

Bearden Middle School- Maker Space Grant Budget

Item	amount	PPU	Total	link to order	Type
Legos	11	45.99	505.89	https://www.amazon.com/LEGO-Random	building
Lego board	30	16.88	506.4	https://www.aliexpress.com/item/4pcs-l	building
Kinex	5	30	150	https://www.amazon.com/K%E2%80%99	building
Marble run	10	25	250	https://www.amazon.com/Building-Marb	building
Play Doh (36 cans)	10	25.27	252.7	https://www.amazon.com/Play-Doh-Meg	building
Makey-Makey	35	49.95	1748.25	https://www.amazon.com/Makey-Inventi	circuitry
Snap circuits	5	45.99	229.95	https://www.amazon.com/Snap-Circuits-S	circuitry
Cardboard vr sets	35	11.99	419.65	https://www.amazon.com/Cardboard-Top	coding
Bloxels	5	375	1875	http://bloxels.myshopify.com/products/b	coding
SAM labs	1	779	779	https://www.samlabs.com/	coding
Raspberry pi starter kit	1	74.99	74.99	https://www.amazon.com/CanaKit-Raspb	coding/programing
Raspberry pi display	1	89	89	https://www.amazon.com/OFFICIAL-RASH	coding/programing
Raspberry pi piface extension board	1	32	32	http://www.newark.com/piface/piface-di	coding/programing
Osmo	2	189	378	https://www.playosmo.com/en/order/?c	coding/programing
Raspberry pi NOOBS SD Card	2	9	18	https://www.amazon.com/Raspberry-Pi-F	coding/programming
whiteboard markers (24)	2	14.5	29	https://www.amazon.com/Expo-Chisel-Er	collaboration
Magnetic Whiteboard	3	304	912	http://www.staples.com/white+board+c	collaboration
Whiteboard tables	3	210	630	https://www.schooloutfitters.com/catalog	collaboration
chairs	5	60	300	https://www.amazon.com/Sivan-Health-P	collaboration
showerboard	16	13	208	http://www.lowes.com/pd/DPI-47-75-in-x	collaboration
chart paper	5	44	220	https://www.amazon.com/Post--Self-Stick	collaboration
Glass Marker Board	3	250	750	http://collaborationboards.com/collection	Collaboration
Singer machine	2	170	340	https://www.amazon.com/7258-Stylist-A	creating
Brother serger	2	200	400	https://www.amazon.com/Brother-1034D	creating
Sewing supplies	1	300.9	300.9	see tab	creating
Crochet needles/hooks	10	7	70	https://www.amazon.com/LIHAO-Alumin	creating
yarn	3	121	363	http://www.dickblick.com/items/65213-1	creating
Tools (itemized elsewhere)			1878	see tab	creating
Kitchen supplies (itemized on different sheet)			695.45	see tab	creating
bead loom	5	40	200	https://www.amazon.com/Missouri-River	creating (pre-coding)
seed beads	5	9	45	https://www.amazon.com/Darice-Silver-L	creating (pre-coding)
thread for bead loom	3	4.5	13.5	https://www.amazon.com/64-Yard-Nylon	creating (pre-coding)
graphic design software	1	100	100	http://www.toptenreviews.com/software	design

Go pro	2	199	398	http://shop.gopro.com/cameras/hero-se	multimedia
lographer	2	120	240	https://www.iographer.com/collections/t	multimedia
mic for ipad	2	99	198	https://www.amazon.com/Rode-VMGO-L	multimedia
Audio Studio	1	1000	1000	http://www.guitarcenter.com/Apple/Com	multimedia
speakers for audio studio	1	130	130	http://wwwhttp://www.guitarcenter.com/	multimedia
Green Screen and lighting	1	145	145	https://www.amazon.com/LimoStudio-Ph	multimedia
Video Studio (itemized elsewhere)			684.5	see tab	multimedia
filiment for 3d printer	4	120	480	https://store.makerbot.com/filament/	multiuse
wipes for printer	3	4	12	http://www.medicalsupplydepot.com/Ski	multiuse
iron	2	30	60	https://www.walmart.com/ip/BLACK-DEC	multiuse
Magnifying glasses hands free	5	18	90	https://www.amazon.com/Fancii-Lighted	multiuse
3D printer	1	2,000	2000	https://www.makerbot.com/replicator/	multiuse
3D printer extruder	1	200	200	https://store.makerbot.com/extruders/	multiuse
headphones	35	20	700	https://www.amazon.com/dp/B009WNU	multiuse
ironing board	2	20	40	https://www.walmart.com/search/?query	multiuse
Long Stapler	2	13	26	https://www.amazon.com/Sparco-Stapler	multiuse
Random STEM supplies			1469.59	see tab	multiuse
Sphero Spark	10	129.99	1299.9	https://store.sphero.com/products/sprk-p	robotics/coding
Dash/Dot starter pack	1	850	850	https://store.makewonder.com/	robotics/coding
Parrot Drone	1	250	250	https://www.parrot.com/us/drones/parro	robotics/coding
Drone	5	50	250	https://www.amazon.com/GoolRC-Camer	robotics/coding
Cubelets (10 pack)	2	329.95	659.9	http://www.modrobotics.com/cubelets/	robotics/coding
Shelving	20	483.95	9,679	http://m.globalindustrial.com/m/p/office	set up
Wire Shelving	5	60	300	https://www.amazon.com/BestOffice-Adj	set up
bins (locking x4)		150	150	https://www.amazon.com/ECR4Kids-Stac	set up
locks	1	100	100		set up
label maker	1	30	30	https://www.amazon.com/Brother-P-Tou	set up
label maker refill	5	10	50	https://www.amazon.com/Brother-P-Tou	set up
locking cabinets	4	306	1224	https://www.walmart.com/ip/Tennsco-Fu	set up
Storage Bins		500	500		set up
Maker Summit Training	3	673.6	2020.8	see tab	Training
			40000.37	Total Maker Space Grant	
VILS Maker Training	3	700	2100		Training
			42100.37	Total Funds to Bearden Middle	

Random STEM Supplies

Item	amount	PPU	Total	link to order	
copper foil tape	5	7.95	39.75	https://www.amazon.com/Tapes-Master-6-4mm-Copper-Fc	
iron fillings	3	11	33	https://www.amazon.com/gp/product/B000BJRLTI/ref=pd_s	
glue sticks	2	17	34	http://www.staples.com/Elmer-s-Clear-Glue-Stick-Class-Pa	
Wires	3	83.66	250.98	https://www.amazon.com/Electrical-Wiring-Residential-Ray	
Batteries	3	17.97	53.91	https://www.amazon.com/gp/product/B00LHSAARW/ref=at	
Solo Cups	3	10.39	31.17	https://www.amazon.com/Plastic-Construction-Drinks-Cape	
Straws	3	7.95	23.85	https://www.amazon.com/Summer-68-Reusable-Dishwash	
Popsicle sticks	2	7.99	15.98	https://www.amazon.com/Korlon-Natural-Wooden-Sticks-Fi	
Springs	5	5.8	29	https://www.amazon.com/Bunn-01188-0000-1188-Delimiting	
Light Emitting Diode	5	13	65	https://www.amazon.com/Assorted-Clear-Emitting-Diodes-t	
String	4	6.99	27.96	https://www.amazon.com/G2PLUS%C2%AE-Cotton-Packin	
Tape	5	4.89	24.45	https://www.amazon.com/Duck-299006-4-Inch-Utility-Electr	
Glue	8	4.77	38.16	https://www.amazon.com/Gorilla-Super-Glue-Gel-15/dp/B0	
Hot Glue Gun/Sticks	4	6.29	25.16	https://www.amazon.com/Surebonder-DT-2010-Sticks-All-I	
Scissors	20	5.74	114.8	https://www.amazon.com/Westcott-Purpose-Value-Stainles	
Paint/paint brushes	1	9.39	9.39	https://www.amazon.com/Premier-Paint-Roller-812Z-Prom	
Ruler/meter stick for measu	8	8.89	71.12	https://www.amazon.com/Stainless-Steel-Marked-Straight-	
Those little pipe cleaner thi	1	14.99	14.99	https://www.amazon.com/Creativity-Chenille-Classroom-00	
Tooth picks	2	5.01	10.02	https://www.amazon.com/IIT-06710-Toothpicks-and-Canist	
buttons	1	10.93	10.93	https://www.amazon.com/School-Smart-Craft-Buttons-Assc	
wheels	3	23	69	https://www.amazon.com/Wood-Wheels-Pack-Free-Diamet	
magnets	1	7.38	7.38	https://www.amazon.com/Magnetic-Discs-375-Pkg-1-Thick	
clothespins	1	7.98	7.98	https://www.amazon.com/Natural-Clothespins-Craft-Boutiq	
duct tape	2	19.74	39.48	https://www.amazon.com/Intertape-Polymer-Group-5038-3	
straight pins	10	4.75	47.5	https://www.amazon.com/Singer-00349-Dressmaker-Pins-f	
Art Paint Brushes	5	21.95	109.75	https://www.amazon.com/yohino-Professional-13-Piece-Sy	
Paint	10	9.79	97.9	https://www.amazon.com/Artists-Loft-Fundamentals-Water	
staples	5	9	45	https://www.amazo	multiuse
Stapler	4	12.5	50		multiuse
100 CR2032 Batteries	2	\$20.99	41.98	http://www.amazon.com/gp/aw/d/B00UONTCO8/ref=mp_s	
alligator clips	3	10	30	https://www.amazon.com/uxcell-Battery-Alligator-Electrical-	

1469.59

Video Studio Supplies

Item	amount	PPU	Total	link to order
camera pack	1	520	520	https://www.amazon.com/EOS-Rebel-T5-75-300mm-Accessories
dvd burner	1	36	36	https://www.amazon.com/VicTsing-Portable-External-Desktop-DVD-RW-Burner
dvds	1	12.5	12.5	https://www.amazon.com/Verbatim-4-7GB-to16x-Branded-Recordable-DVD-R-Discs
mic	1	99	99	https://www.amazon.com/Rode-VMGO-Lightweight-Microphone
label mic	1	17	17	https://www.amazon.com/iGear-Microphone-Omnidirectional

684.5

Maker Summit Training

Item	amount	PPU	Total	link to order
conference registration	250	3	750	http://www.makerscollective.org/themakerssummit/
hotel rooms	120	4	480	
per diem for meals	61	6	366	
substitute teachers	120	2	240	
mileage	336	0.55	184.8	
			2020.8	

Kitchen Supplies

Item	amount	PPU	Total	link to order
Silicone spatulas	1	\$18.90	\$18.90	https://www.amazon.com/Wilton-570-1121-3-Piece-Silicone
measuring spoons	1	\$13.95	\$13.95	https://www.amazon.com/Depot-Premium-Stainless-Measu
measuring cups	1	\$11.89	\$11.89	https://www.amazon.com/Stainless-Stackable-Measuring-M
mixer	1	\$259	\$259.00	https://www.amazon.com/KitchenAid-KSM500PSE-10-Sp
cookie sheets	3	\$12.36	\$37.08	https://www.amazon.com/AmazonBasics-3-Piece-Baking-S
Loaf pan	2	5.53	\$11.06	https://www.amazon.com/Farberware-Bakeware-5-Inch-No
pots	1	51.05	\$51.05	https://www.amazon.com/Cook-Home-NC-00358-Nonstick
spoons	3	12.95	\$38.85	https://www.amazon.com/New-Star-58147-Slimline-Stainle
mixing bowls	1	24.99	\$24.99	https://www.amazon.com/Stainless-Mixing-Finedine-Polish
trivets	3	8.99	\$26.97	https://www.amazon.com/Bekith-Silicone-Flexible-Dishwas
oven mitts	2	8.44	\$16.88	https://www.amazon.com/Kitchen-Oven-Mitt-Holder-Linens
muffin tin	1	10.97	\$10.97	https://www.amazon.com/Delightful-Mom-Food-Premium-M
ladle	1	\$5.99	\$5.99	https://www.amazon.com/KitchenAid-KC006OHOB-1-Nylon
glass bowls	1	29.74	\$29.74	https://www.amazon.com/Kangaroos-Glass-Nesting-Bowls
strainer	1	10.97	\$10.97	https://www.amazon.com/Fine-Mesh-Stainless-Steel-Strain
sifter	1	9.5	\$9.50	https://www.amazon.com/Bellemain-Stainless-Steel-Flour-S
turnable rotating stand	1	10.59	\$10.59	https://www.amazon.com/niceeshop-Turnable-Revolving-T
Baking pans	2	\$14.58	\$29.16	https://www.amazon.com/Nordic-Ware-Aluminum-Commer
rolling pin	1	9.99	\$9.99	https://www.amazon.com/Farberware-Classic-Wood-Rollin
whisks	2	9.95	\$19.90	https://www.amazon.com/DRAGONN-Stainless-Silicone-Ul
cooking knife set	1	18.02	18.02	https://www.amazon.com/Chef-Essential-Piece-Matching-S
cutting board	2	15	30	https://www.amazon.com/Flexible-Plastic-Cutting-Cooler-K

\$695.45

Tools

Item	amount	PPU	Total	link to order
dremmel	1	208	208	http://www.homedepot.com/p/Dremel-4200-Series-Ultimate
soldering kit	1	23	23	http://www.homedepot.com/p/Aven-Soldering-Desoldering-
soldering iron	3	22	66	http://www.homedepot.com/p/Aven-Soldering-Desoldering-
router	1	100	100	http://www.homedepot.com/p/RIDGID-5-5-Amp-Corded-Co
power tool set	1	300	300	http://www.homedepot.com/p/Ryobi-ONE-18-Volt-Lithium-I
drill bit set	1	30	30	http://www.homedepot.com/p/Ryobi-Drill-and-Drive-Kit-90-f
extension cords	2	12	24	http://www.homedepot.com/p/HDX-50-ft-16-3-Extension-Cc
work bench	2	100	200	http://www.homedepot.com/p/Dateline-Workshop-4-ft-Wide
all purpose tool kit	2	87	174	http://www.homedepot.com/p/Worker-4-Drawer-Tool-Chest
electrical kit	1	70	70	http://www.homedepot.com/p/22-Piece-Electrician-s-Tool-S
clamp kit	2	13	26	http://www.homedepot.com/b/Tools-Hardware-Hand-Tools-
vice kit	2	12	24	http://www.homedepot.com/b/Tools-Hardware-Hand-Tools-
file/rasp set	2	10	20	http://www.homedepot.com/p/Husky-Flat-Curve-Assortmen
utility knife set	2	10	20	http://www.homedepot.com/p/Husky-T-Lock-Folding-Utility-
plier set	2	20	40	http://www.homedepot.com/p/Husky-Pliers-Set-4-Piece-96t
screw driver and bits	1	28	28	http://www.homedepot.com/p/Klein-Tools-Magnetic-Screw
hand belt sander	1	23	23	http://www.homedepot.com/p/WEN-7-Amp-3-in-x-21-in-Co
gears	5	7.5	37.5	https://www.amazon.com/Lucksender-Plastic-Single-Doubl
pulley kit	2	37	74	https://www.amazon.com/American-Educational-7-1607-Pu
snips set	1	30	30	http://www.homedepot.com/p/Wiss-Aviation-Snip-Set-3-Pie
level	2	19	38	http://www.homedepot.com/p/Johnson-48-in-Structo-Cast-5
fastener kits	25	4	100	http://www.homedepot.com/b/Tools-Hardware-Hardware-F
goggles	3	14	42	https://www.amazon.com/12-Pack-Lenses-Scratch-Ballistic
gloves	1	25	25	https://www.amazon.com/Custom-Leathercraft-2046B-Glov
gloves	5	12	60	https://www.amazon.com/Resistant-AuroKer%C2%AE-Kitc
aprons	5	11	55	https://www.amazon.com/ERB-18004-Denim-Shop-Apron/c
pvc cutters	2	20.25	40.5	https://www.amazon.com/Superior-Tool-37116-Handed-Cu

Sewing Supplies

Item	amount	PPU	Total	link to order
seam rippers	2	2	4	https://www.amazon.com/Yellow-Plastic-Handle-Sewing-Ul
scissors	5	15	75	https://www.amazon.com/Fiskars-Inch-Heritage-Seamstres
upholstery thread	2	10	20	https://www.amazon.com/Upholstery-Outdoor-Drapery-Bea
sewing thread	2	18	36	https://www.amazon.com/KINGSO-Assorted-Colors-Polyes
sewing machine needles	10	5.99	59.9	https://www.amazon.com/Singer-Titanium-Universal-Regul
sewing machine bobbins	4	10	40	https://www.amazon.com/Bobbins-Brother-Babylock-Kenm
upholstery needles	2	7	14	https://www.amazon.com/Singer-Heavy-Machine-Needles-
serger knife maintenance pack	4	13	52	https://www.amazon.com/Upper-Lower-Brother-Serger-mai

300.9

AGENDA COMMITTEE MEETING

18.

Meeting Date: 12/07/2016
Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an application and receipt of funds from The Verizon Foundation for a Verizon Innovative Learning Maker Grant in the amount of \$22,100.00 for enhancement of the maker lab at Carter Middle School.
(Schools)

Attachments

Grant Agreement

October 21, 2016

Dear Carter Middle School Team,

Congratulations! The Verizon Foundation is pleased to inform you that your application for the Verizon Innovative Learning Maker Grant in the amount of \$20,000 has been approved by the selection committee. The offer of this grant is subject to your agreement to:

- Use the grant funds only as specified in the approved grant proposal.
- Maintain e-rate compliance by not purchasing computers, tablets, phones, portable access (such as Mi-Fis), other connected devices, data, access or telecommunications networks and elements with grant funding.
- Provide quarterly reports on the metrics of the grant as well as year over year spend via our online Cybergrant system.
- Comply with reasonable requests for information about program activities.
- Adhere to Verizon Innovative Learning messaging and branding.
- Participate in Verizon Innovative Learning student showcases and/or convenings.

If your organization agrees to these terms, please confirm via email and we can proceed with next steps.

Sincerely,
Belinda Harris
Program Manager, Verizon Innovative Learning

Grant No.: 16-642

PLEASE READ AS TO LEGAL FORM

City Law Director Date

KNOX COUNTY, TENNESSEE

TIM BURCHETT Date
KNOX COUNTY MAYOR



KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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 NO. 16-642
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

Gary Dupler

DEPUTY LAW DIRECTOR – Signature

DEPUTY LAW DIRECTOR – Printed Name

Date: 10/29/16

VENDOR

AUTHORIZED SIGNATURE

COMPANY NAME (VENDOR)

Date: _____



2016/2017 Verizon Maker Lab Grant

Description + Application

Grant Introduction

Verizon Innovative Learning brings technology and hands-on learning opportunities to kids in underserved schools and communities, inspiring tomorrow's creators to use technology to build brighter futures for themselves, their families and the world.

Verizon Innovative Learning is excited to launch a new grant, strategically purposed to assist with the implementation of a Maker Lab in your school. We envision the labs will create a 360-innovative learning experience for our students, where they can meld their personal passions with STEM focused designs and products to better their communities and the world.

Submit your application today.

Application Deadline- Friday, October 14, 2016

Grant Timeline

- 14-Oct-16 **Application Deadline**
- 21-Oct-16 Winning schools notified
- 4-Nov-16 Cybergrant application deadline
- 23-Nov-16 Grant Payments distributed
- Dec 15-17, 2016 Launch Bootcamp
 - Jan-17 Phase 1 Virtual Workshop
 - Mar - 17 Phase 2 Virtual Workshop
 - Apr - 17 Enhanced Maker Labs Open
 - May - 17 Phase 3 Virtual Workshop
 - Jun - 17 Showcases
 - Fall 2017 New Maker Labs Open

Grant Overview

Who is eligible? Verizon Innovative Learning schools Cohorts 1 & 2 ONLY

What will they receive?

Schools with existing Maker Spaces

1.) **\$20,000 grant** to enhance their space + **paid Launch training** (max 3 persons per school)

Schools without existing Maker Spaces

2.) **\$40,000 grant** to outfit a new space + **paid Launch training** (max 3 persons per school)

3.) Discounted admission to Maker Educator Convening May 2017

How can this grant be used?

Technology, equipment and materials for Maker Lab including, but not limited to:

- 3D Printers
- Sewing Machines
- Materials and Supplies
- Laser cutters
- Audio/Visual Equipment
- Specialty software

Support professional development for teachers including, but not limited to:

- Supplemental dedicated Maker-related staff
- Product specific training
- Curricula and resources to support Maker Education

What will be required?

- Maker Labs required to adhere to Verizon Innovative Learning messaging and branding with support from Verizon Foundation marketing.
- Students/teachers utilizing the space must participate in research and surveys
- Participation in Verizon Innovative Learning student showcases or convenings is required
- Participation in **mandatory** Maker Education training
- Implementing strategies for Maker Ed in existing curriculum
- Implementing in-school student and teacher Maker Champions

How will applications be judged?

Special consideration will be given to applications that demonstrate the following:

- Clear and concise vision for Maker Education and Maker Lab implementation
- At least 50% of student population utilization of the space
- Include aspects of social innovation and making things that matter
- Strong leadership support of Maker Education
- Feasible and realistic plan for lab implementation
- Unique and differentiating experiences planned for space
- Implementation of before/after school clubs in the space

Application Overview

The Verizon Maker Lab Grant Application consists of seven components:

- 1.) A description of the school that the grant will benefit
- 2.) Maker lab vision
- 3.) Description of Champions nominated for spearheading Maker Lab implementation
- 4.) Short response section
- 5.) Budget Proposal
- 6.) Projected Timeline
- 7.) Letter of Support from School's Administrative Leadership

As a part of this grant, at least two support staff from each winning school will be **required** to attend mandatory Launch training Dec 15th - 17th. This training will be held in-person in San Francisco.

Launch training will be an intensive 2-day session taking place at the Verizon Innovation Center with a focus on the following:

- Design Thinking
- Maker Curriculum & Project Integration
- Program Planning
- Makerspace Design
- Hands on Maker Activities
- Tour of either Exploratorium or Autodesk
- Tour of Innovation Center

Application Deadline- Friday, October 14, 2016

Verizon Maker Lab Grant Application

School Name:

School District:

School Address:
Street Address

Address Line 2

City State

Postal / Zip Code

School Website:

Select One: Cohort 1
 Cohort 2

Existing Maker Space? Yes
 No

Room designated for Maker Lab:
library, computer rm, etc

Square footage:

Date Application Submitted:
MM DD YYYY

Main Point of Contact Information

Name:

Title:

Email Address:

Phone Number:
####

Principal Contact Information

Name:

Title:

Email Address:

Phone Number:
####



Assistant Principal Contact Information

Name:

Title:

Email Address:

Phone Number:
####



Additional Administrator Contact Information

Name:

Title:

Email Address:

Phone Number:
####



School Information:

Number of Students in School:

843

Estimated number of students to utilize Maker Lab

800

Number of Teachers in School

70

Estimated number of classes to utilize Maker Lab

175+

Is your school CTE-certified?

Yes
 No

Percentage of English Language Learners:

0.6%

Percentage of Special Needs Students:

18%

Race/Ethnicity

Percentages of student population

American Indian/ Alaska Native

0.6%

Asian

0.6%

Black/African American

15.8%

Hispanic/Latino

4.1%

Native Hawaiian/Other Pacific Islander

0.1%

White/Caucasian

78.9%

Maker Lab Vision:

As mentioned in the grant introduction, we envision the Verizon Maker Labs as being epicenters for innovation and design within the communities that the winning schools serve. We want to ensure that schools have the necessary supports to successfully implement these spaces and support Maker Education within their buildings.

To facilitate a successful implementation, we strongly recommend that schools create roles for at least two (2) Maker Champions and one student Maker team with at least eight to ten (8-10) students.

Please describe the vision that you have for Maker Education in your school and how you see it benefitting your students and school community.

In 2015, Carter Middle School (CMS), along with three other Knox County middle schools, won a \$50,000 local grant to create a library Maker Lab. As part of this funding, each school received materials that stay on-site as well as large equipment (3D printers, video production equipment, etc.) that rotates through the four school locations every 9 weeks. This allows students a very brief chance to access the materials each year, provided their class is able to make it into the Maker Lab during that timeframe. This is wonderful in the sense that it introduces students to various maker opportunities, but unfortunate as the students spend a great deal of time without access to Maker Equipment because it is at a different school or because the area has already been scheduled by other teachers within the building.

While CMS students and teachers are interested in using the Maker Lab, the Lab has limited physical space and few materials due to the rotation. With 2016 VILS grant funding, CMS would add additional materials to our existing Maker Lab area. More importantly, we will develop and offer CMS Mobile Maker Labs (MML) that will allow teachers to create a temporary, personalized maker environment in their classrooms. Mobile Maker Labs will expand the Maker experience beyond the walls of the Maker Lab, encouraging a maker mindset for our students throughout the building.

The Mobile Maker Labs will be available for teachers to take into their own classrooms and keep for an initial one-week checkout. This will allow for large-scale, ongoing projects to take place within the building. MML will foster a creating, making, and engineering mindset rather than trying to squeeze the design process into a single day.

The added exposure to maker concepts will encourage a creative, problem-solving mentality among students. As empowered individuals, students use this form of thinking to create an improved, more sustainable future for themselves and others in their community and beyond. Carter, the area of Knox County, TN, in which CMS is located, is a close-knit community and our plan is to provide exposure to the tools and concepts that will allow students to combine the heart of Carter with the competitive nature of innovators around the world. As a Title-1 school, a high percentage of our students come from low-income families. CMS is located within an area where rural meets inner city and many of our students would not have access to technology without the VILS program. We hope to increase these student's and families opportunity to have otherwise unimaginable experiences by expanding our space and sharing our creations at community events.

Maximum Allowed: 500 words

Maker Champions & Alternate Champion

Champion 1 Name: Rachel Smith

Title: Library Media Specialist

Email Address: rachel.smith2@knoxschools.org

Phone Number: [REDACTED] [REDACTED] [REDACTED]
####

Brief Bio: After ten years in retail management, Rachel Smith earned a Masters in Library & Information Sciences from the Univ. of TN in 2011. She is in her sixth year as the Library Media Specialist at Carter Middle School. In that time, Mrs. Smith served on the committee to develop a library curriculum using the AASL standards for 21st century learners, delivered several professional development sessions for librarians, and was part of a team of librarians that won a Maker Space grant from the Great Schools Partnership. As a librarian, Mrs. Smith is also a champion of the Maker Movement in school libraries because it offers students an opportunity to utilize the library in a way they might not have previously considered. It can also spark interests and inspire personal learning for students who might not otherwise have found the library a useful place for them.

Champion 2 Name: April Jones

Title: TPaCK Coach

Email Address: april.wood2@knoxschools.org

Phone Number: [REDACTED] [REDACTED] [REDACTED]
####

Brief Bio: April Jones has been a TPaCK, Technology, Pedagogy, and Content Knowledge, Coach for Knox County for the past two years. In her position, Ms. Jones has led multiple professional developments for the staff within her school and peers and runs a technology committee with teachers within the building. She also runs the Tech Team at Carter Middle School, which is a team of students who have been trained to solve many technology issues for both teachers and students within the building. Ms. Jones is in the process of completing her Master's in Curriculum and Instruction with a emphasis in E-Learning/Tech Education. Prior to becoming a TPaCK coach, Ms. Jones taught reading/language arts in for four years. Two of those years were in an online public school.

Alternate Name: Amber Wall

Title: Art Teacher

Email Address: amber.wall@knoxschools.org

Phone Number: [REDACTED] [REDACTED] [REDACTED]
####

Brief Bio: Amber Wall is a personable, young professional that loves teaching middle school. She attended Tennessee Technological University and graduated in 2013, but has been teaching art at camps since 2001. Mrs. Wall is motivated to teach students in an engaging way and very interested in incorporating more projects and challenge based learning strategies into her class. In June of 2015, Mrs. Wall attended a PBL training with the Buck Institute for Education where she developed my first PBL lesson. During the 2015-16 school year she was invited to be a part of a Personalized Learning Environment Committee where we learned about and implemented new teaching techniques that help personalize learning for every student. This fall Mrs. Wall leading an in-service on the Student led project. While attending these trainings she has become more passionate about teaching students in a hands on fashion.

Short Response Section

What elements do you envision being included in your Maker Lab? What projects/ products do you see being worked on in this space?

Items to be included in our Maker Lab are video production equipment, 3D printing, laser cutting, robots and devices to program, and sewing machines. These will be in addition to existing arts supplies, electrical circuits, word poetry wall materials, and the aforementioned items that rotate through the three additional schools. We will additionally incorporate the concept of STEM through repurposed materials. In addition, VILS funding will primarily enable CMS to expand the space from a small physical room to Mobile Maker Labs available anywhere in the building.

The products from the Mobile Maker Labs are limited solely by the students' imagination and willingness to design and create. Our goal is to inspire the students to create without limiting them to a particular end product.

Mobile Maker Lab and Maker Lab projects will be largely dependent upon the content area utilizing the carts and/or space at a given time. We anticipate additional projects that will have a school wide effect, such as coding in the classroom, video announcements, and turning recyclables into new creations. There will also be an opportunity for students to work on self-directed projects during Maker Club times.

Maximum Allowed: 250 words

If your school has an existing Maker or Design/ Technology space - please describe the space and its current use. Additionally, please outline how you will use this grant to enhance your current space.

Our current Maker Lab is located within a 12' x 20' (240 square feet) Library office space with a small amount of overflow space in the library that serves as additional work space. The existing space accommodates 10 people, although a whole class can access many of the materials if the overflow space is also utilized. Use of the overflow Library space is dependent upon the Library schedule. The space is currently available daily during third block enrichment courses. Additionally one week per month the space can be scheduled during any time of the day.

With VILS funding, we will enhance the original space, but will also be creating a school-wide maker mentality by providing Mobile Maker Labs. The Maker Lab materials will be categorized into and stored on carts and available for teachers to check out and use within their classrooms at any time. This will allow any room in the building to act as a Maker Lab and shift the mindset from creating only taking place in a single designated space to envisioning, designing, and making anywhere in the building. Mobile Maker Labs will add flexibility to the otherwise rigid time constraints, as they will be available for checkout at any given time.

Maximum Allowed: 250 words

Please describe how your school will plan to make use of the Maker Lab before and after school.

Carter Middle School is excited to begin a Maker Club in Spring 2017 that will meet regularly in the Library Maker Lab. We will use the spring semester to experiment with ways to utilize the space before and after school to determine what is the best fit for the Maker Champions, Maker Team, and students who wish to explore the Maker Lab during an outside club opportunity. Club members will have the opportunity to work individually or collaboratively on ongoing projects. The frequency of these meetings will depend on the number of Maker Champions, but there will be a minimum of one per month during the school year either before or after school.

Some of the items from the Mobile Maker Carts will be available in the gym during morning bus hall for groups of students. Items available from these carts will rotate periodically to expose students to different maker concepts and to continuously encourage a maker mindset.

Maker concepts and student creations will also be featured to our families and the community at multiple before and after school events including, but not limited to coffee and counselors, open house, and parent nights.

Maximum Allowed: 250 words

Please describe how your school will align core content areas - ELA, Math, etc - to make use of the Maker Lab.

CMS Maker Labs will enhance core and enrichment content areas. We anticipate teachers utilizing the existing and Mobile Maker Labs to meet their needs. Science teachers will utilize the Maker Lab for projects, experiments and design process. CMS Math Department can create cross-sections with 3D-printing design, PlayDoh fractions & scale models, and Ozobot graph lines. Social Studies will use recyclables to create curriculum relevant models and artifacts. English Language Arts will create objects representing novel themes, video productions to review speaking & listening state standards and video book talks. CTE, STEM, and Coding will be reinforced through coding, robotics, and design activities; Music & Band students utilize video production and create instruments with recyclables. Art students will create with recyclables, produce movies with video production equipment, and form designs for use with the printer and Laser Cutter.

CMS anticipates school-wide involvement by encouraging collaboration between Maker Champions, Maker Team, teachers, students, administration, and the community. CMS teachers attempt to foster Maker mindset within classrooms and are struggling with the availability of materials. Teachers request extended time with items for their classes to be able to see and participate in the complete thinking, design, and engineering processes.

Maximum Allowed: 250 words

Which school and/or admin support structures will be in place for the Maker Lab? Please include the name(s) of individuals from school level leadership who will support the creation of the Maker Lab and support integration of Maker Education at the school.

The administration is committed to developing a maker culture at CMS. CMS TPaCK coach, April Jones, Numeracy coach, Katrina Whipple, and Library Media Specialist, Rachel Smith, will assist in training teachers for the implementation of maker concepts within their classrooms and content areas. CMS administrators, Thomas Watson, Joey Ramsey, Jennifer Stanley, and Joann Bost, will support and encourage outside the box thinking creating a blended-learning environment throughout the building. We will offer Professional Development (PD) through our regularly scheduled in-school PD time to reach teachers; additional times will be offered after school to create Maker Champions. Maker Champions will have time to receive and share training on devices, software, and materials available from the Maker Lab.

After training, Maker Champions will be available for students and teachers to use the Maker Lab before school. Our administration demonstrated their support for this innovative change by allowing a survey of teachers to determine what supplies would help them provide a maker environment within their classroom. Students utilizing the current Maker Space were asked how to improve the space, which influenced our Mobile Maker Lab concept. The information from these two surveys has helped determine items that will be available on our Mobile Maker Labs. Further, district representatives support the maker movement within Knox County Schools and have encouraged collaboration between schools who have maker spaces currently and those who wish to have them in the future.

Maximum Allowed: 250 words

Please describe how your school will ensure the sustainability of the Maker Lab beyond the life of the grant.

We will encourage a maker mindset within the building, which will ultimately impact hundreds of students for many years to come. Due to the focus on showing students the value of creating a sustainable environment, none of the VILS grant funding will be used for staff salary. The bulk of our budget will go toward non-consumable items and equipment.

It is anticipated that Maker Lab consumables in need of replacement could be funded by our Parent Teacher Student Association (PTSA) or through teacher classroom funds. Knox County teachers have quarterly access to the Teacher Supply Depot, which offers an opportunity to reuse surplus supplies from other schools as well as donated items, which often include fabrics and art supplies.

We will use a significant amount of recyclable materials. A major goal of the Maker Lab will be to create a movement within the school to repurpose everyday materials that might otherwise be thrown away for the educational benefit of our students. A prime example of this would be collaborating with our Food and Nutrition Department to repurpose the large number of food containers received by CMS each day.

Due to the amount of reusable resources available, we will be creating multiple storage refill points the building for surplus items that will fill the Mobile Maker Carts.

Maximum Allowed: 250 words

Please describe how your school will leverage student's existing VILS devices to support learning in the Maker Lab?

As a 1:1 school, our students have various opportunities to use their digital devices provided by VILS and Digital Promise to enhance their Maker Lab experiences. Students are discovering the potential of combining their devices with our current Maker Lab as opportunities arise. However, time and opportunity for this kind of digital integration has been rather limited up to this point. With the addition of Mobile Maker Carts to the existing Maker Lab, students will have more chances to expand their learning by utilizing these tools and materials together. Students may use their digital devices to conduct preliminary research before delving into a project in the Maker Space. For example, there could be a research component to the topics of robotics or 3D printing and design. Students will use their digital devices as integral parts of the learning process. For example, students could utilize 3D CAD programs to create digital designs that could be printed using 3D printers. There are apps that are designed to work in combination with the Ozobot robots, which introduce the concept of coding using colored light and lines. Video and audio production and editing will require extensive use of student devices. Finally, students can use their devices to document the process and progress of any project with photos and video. Ultimately, the use of digital devices combined with the innovative learning opportunities provided through the Maker Lab and Mobile Maker Labs will redefine what is possible and imaginable for students within the classroom and beyond.

Maximum Allowed: 250 words

Budget Proposal

Each winning school will receive a monetary grant in either the amount of \$20,000 or \$40,000 to enhance or implement their Maker Lab. Please provide a detailed budget that includes a brief description of each line item. Some examples of potential uses for grant funds include:

- Materials and Supplies such as Little Bits®, Arduinos, Raspberry Pis, etc
- Supplemental training - Challenge Based Learning, etc
- Maker Lab machines and tools (excluding computers)
- Maker Space digital tools such as computer programs, software and applications.
- Audio/Visual equipment such as cameras, lighting, and sound recording equipment
- Additional training for school staff supporting the Maker Space

Please note - grant funds cannot be used for capital improvements

(please attach your budget proposal along with the submission of this application)

Projected Timeline

Each winning school will be expected to showcase in the Spring either via a Maker Faire, a Maker Lab workshop or virtual convening with the expectation of all spaces being completed by Fall 2017. Please include a projected timeline outlining the milestones your school will adhere to meet these objectives.

Letter of Support

Please attach a letter of support that is signed by your school's administrative leadership and outlines your school and/or school system's endorsement of the school's participation in this grant opportunity and adherence to research, marketing and showcasing requirements outlined in the overview.

Please submit your completed application and required attachments via email to the Verizon Maker Lab Grant manager, Belinda Harris - belinda.j.harris@Verizon.com.

Please include "Verizon Maker Lab Grant Application - School Name" in the subject line of your email.

Application Deadline- Friday, October 14, 2016

Item Name	Unit \$	#	Total Cost	Company	Link	Description/Purpose	Running Total:
Ultimaker 2+ 3D Printer	\$2,499.99	3	\$7,499.97	MakerShed	http://www.makershed.com/products/ultimaker-3	3D Printing	
Ultimaker PLA Filament Rolls	\$49.95	20	\$999.00	fbrc8 llc	http://fbrc8.com/collections/ultimaker-filament	3D Printing	
Marvel Mobile 3D Printer Cart with Three Filaments	\$650.98	2	\$1,301.96	B&H Photo/Video	https://www.bhphotovideo.com/bnh/controller/home?O=Cart-3D-Printing	3D Printing	
Pharma-C Wipes Alcohol Wipe	\$3.99	6	\$23.94	Medical supply depot	https://www.medicalsupplydepot.com/Skin-Care-Products	3D Printing	
Green Screen Kit	\$139.99	1	\$139.99	Amazon	https://www.amazon.com/Fanajer-Chromakey-Lighting-Video-Production	Video Production	
Ipow iPad Tripod Mount Adapter	\$8.99	1	\$8.99	Amazon	https://www.amazon.com/Adapter-Universat-Microsoft-3-Video-Production	Video Production	
60-Inch Lightweight Tripod	\$23.49	1	\$23.49	Amazon	https://www.amazon.com/AmazonBasics-60-Inch-Light-Maker-Cart	Video Production	
Copernicus STEM100 Stem Marker Station	\$566.84	2	\$1,133.68	Today's Classroom	http://www.todaysclassroom.com/copernicus-stem100-building-design	Building/Design	
Giant Jenga Set	\$79.99	2	\$159.98	Amazon	https://www.amazon.com/gp/aw/d/B007G537FG?psc=1	Robotics/Coding	
Dot & Dash Robots - Club Deluxe Pack	\$1,449.00	2	\$2,898.00	Make Wonder	https://store.makewonder.com	Robotics/Coding	
Ozobot 2.0 Bit Starter Pack	\$49.00	4	\$196.00	Ozobot	http://www.snapsircuits.net	Robotics/Coding	
Elenco Snap Circuits- 750 Exp	\$199.95	3	\$599.85	Elenco		STEM	
Cool Industrial Arts - set of 6 books	\$171.00	1	\$171.00	Scholastic	http://bookfairrewards.scholastic.com/item/productId/81	Books	
Makers as Innovators II - set of 8 books	\$239.44	1	\$239.44	Scholastic	http://bookfairrewards.scholastic.com/item/productId/81	Books	
H-Series 5th Gen CO2 Desktop Laser	\$3,499.00	1	\$3,499.00	Full Spectrum	http://laser.com/Products/Lasers	Laser Cutter	
Brushbot Part Pack (12)	\$34.99	10	\$349.90	MakerShed	http://www.makershed.com/products/brushbot-party-pack	STEM	
24-10 Ga. Wire Stripper/Cutter Tool	\$13.64	1	\$13.64	Amazon	https://www.amazon.com/gp/aw/d/B0007S3JB4/ref=sr_pg_4	STEM	
sewing repair kits	\$11.95	4	\$47.80	Amazon	https://www.amazon.com/Sewing-Emergency-Supplies-Maker-Cart	Maker Cart	
basic toolkit	\$37.99	4	\$151.96	Amazon	https://www.amazon.com/Stanley-94-248-65-Piece-Hor-Maker-Cart	Maker Cart	
Science magnets	\$16.74	4	\$66.96	Amazon	https://www.amazon.com/Dowling-Magnets-Intro-Scal	STEM	
Magnets Iron Filings, 12 oz.	\$10.79	1	\$10.79	Amazon	https://www.amazon.com/SEOH-Plastic-Beaker-Set-10	STEM	
science lab supplies - Beakers	\$5.45	2	\$10.90	Amazon	https://www.amazon.com/Plastic-Liquid-Dropper-Paste	STEM	
science lab supplies - Droppers	\$4.54	2	\$9.08	Amazon	https://www.amazon.com/Pre-Bullet-Point-Marker-100-Art	Art	
Pro Art Bullet Point Marker Set, 100-Pack	\$16.49	2	\$32.98	Amazon	https://www.amazon.com/Play-Doh-24-Pack-Colors-Fru	Art	
Play-Doh 24-Pack of Colors	\$19.67	1	\$19.67	Amazon	http://www.amazon.com/gp/aw/d/B000C8PK0JW/ref=mp_m	STEM	
Copper foil tape - 1/8" 55yds	\$10.95	2	\$21.90	Amazon	http://www.amazon.com/gp/aw/d/B00UQNTCOB/ref=mp_m	STEM	
100 CR2032 Batteries	\$20.99	2	\$41.98	Amazon	https://www.amazon.com/AmazonBasics-Everyday-Alk	STEM	
D Cell Batteries (12-Pack)	\$10.99	2	\$21.98	Amazon	https://www.amazon.com/AmazonBasics-Everyday-Alk	STEM	
9 Volt Batteries (8-Pack)	\$9.49	3	\$28.47	Amazon	https://www.amazon.com/Sphero-Robotic-Ball-Android-Robot	STEM	
Sphero Robotic Ball	\$138.44	2	\$276.88	Amazon		Robotics/Coding	

Item Name	Unit \$	#	Total Cost	Company	Link	Description/Purpose
Ultimaker 2+ 3D Printer	\$2,499.99	3	\$7,499.97	MakerShed	http://www.makershed.com/products/ultimaker-3	3D Printing
Ultimaker PLA Filament Rolls	\$49.95	20	\$999.00	fbr8 llc	http://fbr8.com/collections/ultimaker-filament	3D Printing
Marvel Mobile 3D Printer Cart with Three Fr	\$650.98	2	\$1,301.96	B&H Photo/Video	https://www.bhphotovideo.com/bnh/controller/home?O	Cart - 3D Printing
Pharma-C-Wipes Alcohol Wipe	\$3.99	6	\$23.94	Medical supply depot	http://www.medicalsupplydepot.com/Skin-Care-Product	3D Printing
Green Screen Kit	\$139.99	1	\$139.99	Amazon	https://www.amazon.com/Fancier-Chromakey-Lighting-	Video Production
Ipow iPad Tripod Mount Adapter	\$8.99	1	\$8.99	Amazon	https://www.amazon.com/Adapter-Universal-Microsoft-S	Video Production
60-Inch Lightweight Tripod	\$23.49	1	\$23.49	Amazon	https://www.amazon.com/AmazonBasics-60-Inch-Light	Video Production
Copernicus STEM100 Stem Marker Station	\$566.84	2	\$1,133.68	Today's Classroom	http://www.todaysclassroom.com/copernicus-stem100-s	Maker Cart
Giant Jenga Set	\$79.99	2	\$159.98	Amazon	https://www.amazon.com/gp/aw/d/B00ZGS37FG?psc=	Building/Design
Dot & Dash Robots - Club Deluxe Pack	\$1,449.00	2	\$2,898.00	Make Wonder	https://store.makewonder.com	Robotics/Coding
Ozobot 2.0 Bit Starter Pack	\$49.00	4	\$196.00	Ozobot	http://shop.ozobot.com/products/ozobot-starter-pack-co	Robotics/Coding
Elenco Snap Circuits- 750 Exp	\$199.95	3	\$599.85	Elenco	http://www.snapcircuits.net	STEM
Cool Industrial Arts - set of 6 books	\$171.00	1	\$171.00	Scholastic	http://bookfairrewards.scholastic.com/item/productid/81	Books
Makers as Innovators II - set of 8 books	\$239.44	1	\$239.44	Scholastic	http://bookfairrewards.scholastic.com/item/productid/81	Books
H-Series 5th Gen CO2 Desktop Laser	\$3,499.00	1	\$3,499.00	Full Spectrum	http://fslaser.com/Products/Lasers	Laser Cutter
Brushbot Part Pack (12)	\$34.99	10	\$349.90	MakerShed	http://www.makershed.com/products/brushbot-party-pa	STEM
24-10 Ga. Wire Stripper/Cutter Tool	\$13.64	1	\$13.64	Amazon	https://www.amazon.com/dp/B00O7S3IB4/ref=sxr_pa	STEM
sewing repair kits	\$11.95	4	\$47.80	Amazon	https://www.amazon.com/Sewing-Emergency-Supplies-	Maker Cart
basic toolkit	\$37.99	4	\$151.96	Amazon	https://www.amazon.com/Stanley-94-248-65-Piece-Hor	Maker Cart
Science magnets	\$16.74	4	\$66.96	Amazon	https://www.amazon.com/Dowling-Magnets-Alnico-Scie	STEM
Magnets Iron Filings, 12 oz.	\$10.79	1	\$10.79	Amazon	https://www.amazon.com/gp/product/B000BJRLTI/ref=g	STEM
science lab supplies - Beakers	\$5.45	2	\$10.90	Amazon	https://www.amazon.com/SEOH-Plastic-Beaker-Set-10	STEM
science lab supplies - Droppers	\$4.54	2	\$9.08	Amazon	https://www.amazon.com/Plastic-Liquid-Dropper-Paste	STEM
Pro Art Bullet Point Marker Set, 100-Pack	\$16.49	2	\$32.98	Amazon	https://www.amazon.com/Pro-Bullet-Point-Marker-100-f	Art
Play-Doh 24-Pack of Colors	\$19.67	1	\$19.67	Amazon	https://www.amazon.com/Play-Doh-24-Pack-Colors-Fru	Art
Copper foil tape - 1/8" 55yds	\$10.95	2	\$21.90	Amazon	http://www.amazon.com/gp/aw/d/B00CBPK0FW/ref=mg	STEM
100 CR2032 Batteries	\$20.99	2	\$41.98	Amazon	http://www.amazon.com/gp/aw/d/B00UONTCO8/ref=mg	STEM
D Cell Batteries (12-Pack)	\$10.99	2	\$21.98	Amazon	https://www.amazon.com/AmazonBasics-Everyday-Alk	STEM
9 Volt Batteries (8-Pack)	\$9.49	3	\$28.47	Amazon	https://www.amazon.com/AmazonBasics-Everyday-Alk	STEM
Sphero Robotic Ball	\$138.44	2	\$276.88	Amazon	https://www.amazon.com/Sphero-Robotic-Ball-Android-	Robotics/Coding
			\$0.00			
			\$19,999.18		Total Maker Space Grant	
VILS Maker Training	\$700.00	3	2100		Training	
			\$22,099.18		Total Donation to Carter Middle	

AGENDA COMMITTEE MEETING

19.

Meeting Date: 12/07/2016
Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Memorandum of Understanding with Great Schools Partnership for grant in the amount of \$14,350.00 for Karns High School's Student Academic Support Center for the 2016-2017 school year.
(Schools)

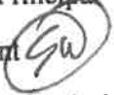
Attachments

Memorandum of Understanding



The Great Schools Partnership

MEMORANDUM OF UNDERSTANDING

DATE: October 31, 2016
TO: Brad Corum, Karns High School Principal
FROM: Stephanie Welch, Interim President 
RE: 2016/17 *Pilot Flying J* Student Academic Support Center at Karns High School

Great Schools Partnership has approved your 2016-2017 grant of \$14,350 to assist with the *Pilot Flying J* Student Academic Support Center located at Karns High School. Below is the timeline and reporting expectations to receive full payment:

September 2016 – Check will be issued directly to Karns High School for 50% of approved annual budget.

January 2017 – Fall progress report.

Upon receipt of fall report – a check for 25% of approved budget will be issued.

June 2017 – Final report of goals and year-end data due. Upon receipt, final payment of 25% will be processed.

All reports should reflect progress or outcomes related to the following:

1. A peer tutoring model will be developed
2. 100% graduation rate for all students involved in co-curricular activities.
3. 90% course pass rate for students receiving tutoring.
4. Any data, best practices and lessons learned that result in program improvement, replication or scaling up.

A school representative familiar with your tutoring program must participate in up to two collaborative meetings per year with other tutor centers, to be scheduled by Great Schools Partnership.

Your signature below confirms your acceptance of the terms and conditions of the 2016/17 *Pilot Flying J* Student Academic Support Center at Karns High School

See attached signature page

Brad Corum, Principal

Date

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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 NO. 16-659
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE



DEPUTY LAW DIRECTOR – Signature



DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

VENDOR

AUTHORIZED SIGNATURE

COMPANY NAME (VENDOR)

Date: _____

AGENDA COMMITTEE MEETING

20.

Meeting Date: 12/07/2016
Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Memorandum of Understanding with Great Schools Partnership for the Knox County Schools TeacherPreneur grant in the amount of \$100,074.00 for fiscal year 2017.
(Schools)

Attachments

Memorandum of Understanding



The Great Schools Partnership

MEMORANDUM OF UNDERSTANDING

DATE: November 21, 2016

TO: Knox County Board of Education
Buzz Thomas, Superintendent, Knox County Schools
Daphne Odom, Executive Director of Innovation, Knox County Schools

FROM: Stephanie Welch, Interim President 

RE: FY 2017 TeacherPreneur Grant

Great Schools Partnership has approved funding in the amount of \$100,074 for the FY 2017 Knox County Schools TeacherPreneur grant. Funds will be awarded directly the school recipients to support innovative classroom instruction strategies.

A written report is due to the Great Schools Partnership on or before September 1, 2017. The report will include:

1. Expenditures
2. Outcome data: academic measures, survey results, behavior or attendance measures.
3. Process data: successes, challenges and other lessons learned.
4. Products: copies, photos or descriptions of surveys, guidebooks, presentations or other items relevant to the project.
5. Stories: success stories regarding the impact of the TeacherPreneur grant on individual teachers and students.
6. Next steps: analysis and assessment of the actions necessary for the expansion or replication of applicable projects.

The attached signature page indicates acceptance of the FY 2017 TeacherPreneur grant funding.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, 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 NO. 16-657
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE

Gary Doyle

DEPUTY LAW DIRECTOR – Signature

DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

VENDOR

AUTHORIZED SIGNATURE

COMPANY NAME (VENDOR)

Date: _____

AGENDA COMMITTEE MEETING

21.

Meeting Date: 12/07/2016

Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS

Department: KNOX COUNTY SCHOOLS

Requires Expenditure of Funds: YES **Funded in Current Budget:** YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Garrett A. Morgan Technology and Transportation Education Program Clearinghouse Grant Sub-Agreement with the University of Tennessee Institute of Agriculture for a Year 3 Work Plan and payment on a cost-reimbursement basis to the University in the amount of \$109,077.00 which shall be adjusted as additional funds are allotted from the Federal Highway Administration.
(Schools)

Attachments

Sub-Agreement

Garrett A. Morgan Technology and Transportation
Education Program Clearinghouse Grant

SUB-AGREEMENT between
Knox County Schools, Inc.
And

University of Tennessee Institute of Agriculture

THIS SUB-AGREEMENT is made effective as of the 1st day of December 2016, by and between Knox County Schools, Inc. (KCS) and University of Tennessee Institute of Agriculture (UNIVERSITY).

WHEREAS, KCS has received funding from the Federal Highway Administration (FHWA) under grant number CFDA # 20.215.

WHEREAS, KCS's effort requires the participation of UNIVERSITY as set forth in the proposal which resulted in the above reward;

NOW THEREFORE, in consideration of the mutual promises set forth below, KCS and UNIVERSITY agree as follows:

ARTICLE I. STATEMENT OF WORK

The UNIVERSITY shall exercise its best effort to carry out the program described in Exhibit A "GAMTTEP Year 3 Work Plan", which is incorporated herein and made a part of this agreement. The UNIVERSITY is responsible for specific roles as defined in Exhibit B "Project Tasks and Roles". Specific tasks and timelines are subject to change over the course of this grant. This sub-agreement covers tasks and timelines agreed upon in writing by both parties and approved by FHWA for the duration of the project.

ARTICLE II. PERIOD OF PERFORMANCE

The period of performance for this sub-agreement will be until September 18, 2018. The maximum period of performance commencing from the effective date of December 1, 2016 is 21.6 months.

ARTICLE III. COST, BILLING AND PAYMENT

- A. (i) This sub-agreement provides for payment on a cost-reimbursement basis. The total estimated cost shall be in general accordance with the budget attached as Exhibit C "Year 3 Budget Detail". This sub-agreement covers all budget amendments agreed upon in writing by the UNIVERSITY and KCS and approved by FHWA. FHWA is the originator of the grant funds, controls the funding, and is able to review invoices. Costs not approved by FHWA may not be paid.

- B.
- (ii) Invoices do not need to detail expenses by task. However, cost detail should provide breakout of all costs incurred including direct labor, indirect costs, other direct costs, travel, etc. and identify the UNIVERSITY's cost share portions as applicable. Invoicing should be submitted at least bi-monthly.
 - (iii) The amount authorized for expenditure (under the current allotment) is \$109,077 for Year 3 per attached budget. This amount shall be adjusted as additional funds are allotted from FHWA and shall match budget amendments submitted and approved by FHWA.

- B. Payments shall be made to the UNIVERSITY by KCS according to invoices provided by the UNIVERSITY to:
Laura Denton, Grant Office
Knox County Schools
PO Box 2188
Knoxville, TN 37901

Checks shall be made payable to University of Tennessee and shall be mailed to the following address:

University of Tennessee
Bursar's Office
210 Student Services Building
Knoxville, TN 37996-0225

All funds provided by The Knox County Schools under this sub-agreement shall be used in support of the work to be carried out under this sub-agreement as listed in Exhibit A hereto.

ARTICLE IV. RECORDS AND AUDITS

The UNIVERSITY shall maintain accurate records of all costs incurred in the performance of this work and agrees to allow representatives of KCS and FHWA reasonable access to its records to verify the validity of expenses reimbursed under this sub-agreement. UNIVERSITY hereby warrants that it conducts audits as required by OMB Circulars, federal cost principles, or cost accounting standards applicable to its performance as a recipient of U.S. *government* funds and that such audit has revealed no material findings (list of requirements may be found in Exhibit D Cooperative Agreement #DTFH6114G00004.) The UNIVERSITY shall maintain financial records, supporting documents and other records pertaining to this agreement for a period of the life of the agreement plus seven years from the termination date of this agreement. (Knox County rule.)

ARTICLE V. PUBLICITY AND PUBLICATION

Any press releases regarding this sub-agreement shall be issued in collaboration with the UNIVERSITY and KCS. An acknowledgement of FHWA support and a disclaimer must appear in any publication of any material, whether copyrighted or not, based on or developed under this sub-agreement, in the following terms:

“This material is based upon work supported by the Federal Highway Administration under Cooperative Agreement No. DTFH6114H00004.”

All material must also contain the following:

“Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the Author(s) and do not directly reflect the view of the Federal Highway Administration.”

ARTICLE VI. PRE-EXISTING INTELLECTUAL PROPERTY RIGHTS OF THE PARTIES.

Neither party claims by virtue of this Agreement any right, title, or interest in (a) any issued or pending patents owned or controlled by another party or (b) any invention, process, or product arising out of the other party's previous research or development, whether or not patented or patentable.

ARTICLE VII. INTELLECTUAL PROPERTY.

Definition: The term "Intellectual Property" shall mean all inventions and developments (whether or not patentable) and other creative works (excluding theses, dissertations and scholarly publications) developed in the course of the performance of the work under this Agreement, including without limitation any patent, trademark, copyright, mask work right, or other property right pertaining to same.

Allocation of rights:

- (i) Both the UNIVERSITY and KCS agree to promptly disclose to the other all Intellectual Property developed in the course of the work under this Agreement.
- (ii) The Intellectual Property developed solely by the UNIVERSITY in the performance of work under this Agreement shall be owned by the UNIVERSITY.
- (iii) The Intellectual Property developed jointly by the UNIVERSITY and KCS in the performance of work under this Agreement shall be owned by the UNIVERSITY and KCS.
- (iv) The Intellectual Property developed solely by KCS in the performance of work under this Agreement shall be owned by KCS.

ARTICLE VIII. KEY PERSONNEL

- A. The UNIVERSITY's principal contact is Principal Investigator, Jennifer Richards. No substitutions may be made by UNIVERSITY without the written consent of KCS and FHWA.
- B. KCS's principal contact is the Grant Development Manager, Laura Denton, who will provide project management to ensure all tasks associated with the project are fulfilled in accordance with the timeline.

ARTICLE X. TERM AND TERMINATION

In the event FHWA terminates the prime award in whole or in part, any and all sub-agreements under the prime award will be terminated. In the event of termination, the UNIVERSITY shall be entitled to reimbursement for all costs incurred to the date of termination and for all non-cancelable obligations. In no event, however, shall the termination settlement cause the total amount paid to UNIVERSITY to exceed the estimated cost set forth in Paragraph A of Article III above. Within sixty (60) days of the effective date of termination, the UNIVERSITY shall submit to KCS a final report, a final financial report and final invoice.

ARTICLE XI. CONFIDENTIALITY

It is expected that the work of this sub-agreement can be carried out without any of the parties disclosing confidential information to the other parties. However, should it become necessary to disclose confidential information, the parties will notify each other in advance of the disclosure and will negotiate in good faith with respect to protecting such confidential information.

ARTICLE XII. INDEPENDENT CONTRACTOR

The UNIVERSITY's relationship to KCS in the performance of this sub-agreement is that of an independent contractor.

ARTICLE XIII. PRIME AWARD PROVISIONS AND ATTACHMENTS

This sub-agreement is a sub-award under federal cooperative agreement #DTFH6114G00004 (Exhibit D), and subject to all provisions in Exhibit D.

ARTICLE XIV. GOVERNING LAW

This sub-agreement is made and entered into in the State of Tennessee and its validity and interpretation and the legal relations of the parties to it shall be governed by the law of the State of Tennessee, with venue exclusively in Knox County, Tennessee.

ARTICLE XV. INTEGRATION

This sub-agreement states the entire contract between the parties in respect to the subject matter of the sub-agreement and supersedes any previous written or oral representations, statements, negotiations, or agreements.

This sub-agreement may be modified only by written agreement executed by authorized representatives of both parties.

IN WITNESS WHEREOF, signifying their acceptance of and agreement to be bound by the terms and conditions of this sub-agreement, the signatures of the parties are affixed hereto:

The Knox County Schools

The University of Tennessee Institute of
Agriculture

By: _____
Name: _____
Knox County Board of Education Chair
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Knox County, Tennessee

Approved as to legal form:
Contract No.

By: _____
Tim Burchett
Mayor

By: _____
Gary Dupler
Deputy Knox County Law Director

Exhibit A “GAMTTEP Year 3 Work Plan

Institution Key	
Knox County Schools (& STEMspark)	KCS (and STEMspark)
North Carolina Agricultural and Technical State University	NC A &T
University of Tennessee Center for Transportation Research	UT CTR
University of Tennessee Institute of Agriculture	UTIA
Multiple Institutions	(Listed)

(Task 1 – Kick-off Meeting – Complete)

(Task 2 – Website Launch – Complete)

Task 3 – Existing Trans/Education Resources

Goal: GAMTTEP.com is a legitimate clearinghouse of Transportation STEM education resources

Work	Deliverable	Deadline	Responsible Party
Identification, Review, Sharing of Existing Resources	Continually list including news, events (for example - camps, teacher professional development), contacts, curricular applications, transportation career resources	Friday of each week – (Review of Findings noticing gaps, needs, etc)	KCS
Continued identification & Sharing	Material and content for the website including news, events (for example - camps, teacher professional development), lessons, VCoP participants, career readiness and updates	Ongoing – as team members come across information, it is to be added to the online platform for sharing for KCS to review OR as appropriate is to be emailed to KCS point of contact for inclusion on the website	KCS, NC A&T, UTIA, STEMspark
“Gap Analysis”	Diversity of content available to each stakeholder group (student, parent, teacher, professional)	At minimum, monthly inventory around resources included, and areas of needed content	KCS will lead the inventory, and direct the efforts of all others based on analysis

Task 4 – New Resource Creation

Goal: GAMTTEP.com houses innovative transportation education resources created to fill and/or activity specific gaps identified through careful analysis.

Work	Deliverable	Deadline	Responsible Party
Developing and maintaining a workflow for receiving GAMTTEP Lesson Plans	40 GAMTTEP.com lessons (includes managing review of lessons, and approving lesson plans for posting to the website)	May 31, 2017	UTIA
Mini grants to STEMx community	5 student centered STEM & transportation resources on the site	September 15, 2017	STEMspark

Task 5 – Marketing

Goal: GAMTTEP.com becomes a commonly known resource for teachers, students, parents, and professional on all things STEM Transportation education.

Work	Deliverable	Deadline	Responsible Party
Website	5-6 Conference Booths	End of Y3 (ongoing)	KCS is the lead with option to include others
Website	Traditional Print Adds	End of Y3 (ongoing)	Visual Voice via KCS
iBook	Send information to Technology Education professors nationally	End of Y3 (ongoing)	KCS
PBL Book	PBL excerpts included on blog and in conference bags	End of Y3 (ongoing)	KCS
To teachers	5-6 Conference Presentations & Booths – includes content bags	End of Y3 (ongoing)	KCS is the lead, with option to include others
To Parents	Traditional Print Adds	End of Y3 (ongoing)	Visual Voice via KCS
To Professionals	Conference Booth Completion	End of Y3 (ongoing)	KCS
To Students	Branded Items	End of Y3 (ongoing)	KCS
To Summit	On Website	May 5, 2017	KCS
Creating Marketing Materials	Content Bags, Booth setup, Branded Items	April 28, 2017	KCS with Visual Voice

Task 6 – Transportation & STEM Education Summit

Goal: Bring together the STEM transportation community of practice for storytelling, network building and GAMTTEP.com awareness creation.

Work	Deliverable	Deadline	Responsible Party
Define Scope, Objectives, Budget	Overview Document	February 10, 2017	KCS
Summit Work Plan in Place and Communicated	Summit Work Plan created and all parties including NC A&T know their role in preparation	February 17, 2017	KCS
Location and Date Selection	Location and Date Selected	April 28, 2017	KCS
Call for Proposals	Call for proposals and submitted proposals	May 1 – September 1, 2017	KCS
Review Proposals	Accepted Proposals & Notification	September 22, 2017	KCS
Solicit Exhibitors	20 exhibitors confirmed by year 3 end (continues for more into y4)	20 by September 18, 2017; (ongoing into Y4)	KCS

*Note that the plan is for the event to occur in February 2018

Task 7 – Digital Media Content Development

Goal: Provide engaging STEM transportation resources to be utilized by both teachers and students.

Work	Deliverable	Deadline	Responsible Party
Plan for already created content	Content is finalized and used	May 1, 2017	KCS (Fulton & L&N)
Webinar 1	Transportation and STEM Webinar Completed	February 1, 2017	KCS
Webinar 2	Transportation and STEM Webinar Completed	May 17, 2017	STEMspark
Webinar 3	Transportation and STEM Webinar Completed	September 18, 2017	NC A&T

Task 8 – Virtual Community of Practice

Goal: Provide a platform for STEM transportation professionals and K-12 educators to connect and collaborate.

Work	Deliverable	Deadline	Responsible Party
Solicit Participation for	Contacts added to CoP list weekly	Ongoing – monitored by online platform	NC A&T

VCoP			
Solicit Participation for VCoP	Contacts added to CoP list weekly	Ongoing – monitored by online platform	KCS
Solicit Participation for VCoP	Contacts added to CoP list weekly	Ongoing – monitored by online platform	STEMspark
Participate in VCoP – NC A&T	Write a “did you know” monthly blog about transportation	Third Tuesday of each Month (Through Sept 17)	NC A&T
Participate in VCoP - STEMspark	Write monthly blog about Transportation issue around the world	Fourth Tuesday of each Month (Through Sept 17)	STEMspark
Participate in VCoP – KCS	Moderate and respond to blog comments	ongoing	KCS
Participate in VCoP - KCS	Write Transportation in the classroom curricular tie blog once a month	First Tuesday of each Month (Through Sept 17)	KCS
Participate in VCoP	Post News and Events	ongoing	KCS

Task 9 – Problem Based Learning Books

Goal: Provide high quality, inquiry based tools for k-12 educators to embed within content delivery.

Work	Deliverable	Deadline	Responsible Party
3-5 PBL Book Written, Reviewed, Formatted	Completed 3-5 PBL Book	October 31, 2016	UTIA
6-8 PBL Book Written, Reviewed, Formatted	80% Completed draft of 6-8 PBL Book (80% = ready for formatting and layout design needed prior to teacher review).	September 18, 2017	UTIA
9-12 PBL Book in process	25% Complete 9-12 PBL Book (25% = identification of standards to be used and the overarching theme and design of the book in place).	September 18, 2017	UTIA
PBL Content Advising	CTR provide content expertise during creation of PBL Books	September 18, 2017 (ongoing through Y3)	UT CTR

Task 10 – Transportation iBooks for iPad

Goal: Provide a digital resources that can be used at home or in the classroom for personalized engagement with STEM transportation education engagement

Work	Deliverable	Deadline	Responsible Party
3-5 iBook Written, Reviewed, Formatted	Completed 3-5 iBook Book	May 1, 2017	UT - CTR
6-8 iBook Book Written, Reviewed	90% Completed 6-8 PBL Book (90% = Ready for teacher review)	September 18, 2017	UT - CTR
9-12 iBook Book in process	10% Complete 9-12 iBook Book (10% = Proposed outline, content overview and example chapter).	September 18, 2017	UT - CTR

Task 11 – Website Maintenance

Goal: GAMTTEP.com is THE destination for all STEM education online traffic.

Work	Deliverable	Deadline	Responsible Party
Final Version is Live		March 3, 2016	KCS via Visual Voice
Site administration responsibilities switch to KCS project lead	Webmaster Training	March 3, 2016	Visual Voice to KCS
Maintenance/Support	2 months of support allowing for tweaks, fixes and assistance	Through May 2017	Visual Voice (and KCS)
Maintenance/Support – KCS becomes Webmaster	Site is maintained	ongoing	KCS

Task 12 – Project Management

Goal: KCS successfully implements the GAMTTEP Clearinghouse project, fostering national knowledge and conversation around STEM transportation education.

Work	Deliverable	Deadline	Responsible Party
KCS PM	Lead Project/task planning	Ongoing	KCS
KCS GM, KCS PM	Liaison between all stakeholders	Ongoing	KCS
KCS GM, KCS PM	Oversee progress report development	Reports due: October 2016 January 2017	KCS

		April 2017 July 2017	
KCS GM, KCS PM	Monitor project & budget	ongoing	KCS
KCS Team Member Complete Grant Trainings	Completed training	September 2017	KCS

Exhibit B “Project Tasks and Roles”

Task 3 – Existing Trans/Education Resources

Goal: GAMTTEP.com is a legitimate clearinghouse of Transportation STEM education resources

Work	Deliverable	Deadline	Responsible Party
Continued identification & Sharing	Material and content for the website including news, events (for example - camps, teacher professional development), lessons, VCoP participants, career readiness and updates	Ongoing – as team members come across information, it is to be added to the online platform for sharing for KCS to review OR as appropriate is to be emailed to KCS point of contact for inclusion on the website	KCS, NC A&T, UTIA, STEMspark

Task 4 – New Resource Creation

Goal: GAMTTEP.com houses innovative transportation education resources created to fill and/or activity specific gaps identified through careful analysis.

Work	Deliverable	Deadline	Responsible Party
Developing and maintaining a workflow for receiving GAMTTEP Lesson Plans	40 GAMTTEP.com lessons (includes managing review of lessons, and approving lesson plans for posting to the website)	May 31, 2017	UTIA

Task 9 – Problem Based Learning Books

Goal: Provide high quality, inquiry based tools for k-12 educators to embed within content delivery.

Work	Deliverable	Deadline	Responsible Party
3-5 PBL Book Written, Reviewed, Formatted	Completed 3-5 PBL Book	May 1, 2017	UTIA
6-8 PBL Book Written, Reviewed, Formatted	80% Completed draft of 6-8 PBL Book (80% = ready for formatting and layout design needed prior to teacher review).	September 18, 2017	UTIA

9-12 PBL Book in process	25% Complete 9-12 PBL Book (25% = identification of standards to be used and the overarching theme and design of the book in place).	September 18, 2017	UTIA
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Exhibit C "Year 3 Budget"

Budget Justification

Senior/Key Person - \$13,257

Lead PI Dr. Jennifer Richards will direct all grant activities and supervise project personnel. We request \$9,060 in salary support plus \$4,197 for fringe benefits based on her actual benefit rate of 26.4% of salary. Dr. Richards's effort averages approximately 10% of her annual effort.

Other Personnel - \$68,289

Funds (\$25,000) are requested to secure the services of practicing classroom teachers as consultants for the design, development, and field testing of the PBLs for grades 6-8 and 9-12. These teachers will conference with Dr. Richards to create the overarching design of each book and then work independently on assigned PBL chapters. We anticipate needing 8 licensed, practicing classroom teachers to complete the year 3 PBL tasks and have budgeted stipends of \$3,125 per teacher.

Additionally, funds totaling \$14,400 are requested for two undergraduate student worker wages. These funds will support 2 undergraduate researcher working 20 hours per week for a total of 36 weeks (18 weeks per semester for both Fall and Spring). One student will provide logistical support in terms of helping to identify resources for the development of problem based learning books, assist the Dr. Richards in managing the workflow of recruiting teachers from across the county to write and review transportation lesson plans for distribution through the GAMTTEP Clearinghouse, and with the design, development, and delivery of materials needed for the PBL. The second student will be responsible for the graphics and page layout designs for the PBLs.

Funds are requested to support a full time Master's level graduate research assistant to aid in the development of the problem based learning books. This GRA will work with the Project Director to develop the overall framework and content for the PBLs for grades 6-8 and 9-12 and will coordinate with teacher contractors (under KCS's budget) to ensure that chapter component are completed on time. These responsibilities include coordinating the collection of lesson plans submitted for review by consulting teachers and assign review committees for each transportation based lesson plans associated with the GAMTTEP, communicating needed revisions with the author, and coordinating with the website manager to have the finalized lessons posted on the GAMTTEP website. We request student support totaling \$28,889.

Travel – \$8,600

Conferences TBD - \$1,720 (estimated at flight \$500; lodging \$300x3=\$900; meals \$245 per GSA per diem rates; miscellaneous (taxi/shuttle/etc) \$75) x 5 trips = \$8,600

Total Direct Costs - \$90,146

Indirect Costs - \$18,931

Indirect costs are calculated at the capped rate of 21% for this funding.

Total Request - \$109,077

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, as reflected in its minutes, and certified by its Chairperson.

BOARD CHAIR – Signature

Date: _____

BOARD CHAIR – Printed Name

KNOX COUNTY GOVERNMENT

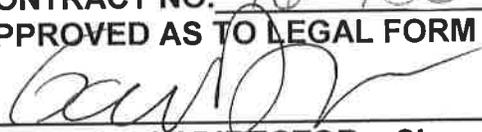
MAYOR – Signature

Date: _____

MAYOR – Printed Name

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-738
APPROVED AS TO LEGAL FORM



DEPUTY LAW DIRECTOR – Signature

Date: 11/28/16

KNOX COUNTY, TENNESSEE



DEPUTY LAW DIRECTOR – Printed Name

VENDOR

DIRECTOR OF SCHOOLS

AUTHORIZED SIGNATURE

BUZZ THOMAS, Interim Superintendent
Knox County Schools
Agrees to the Conditions Herein

COMPANY NAME (VENDOR)

Date: _____

Date: _____

AGENDA COMMITTEE MEETING

22.

Meeting Date: 12/07/2016
Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an application and receipt of funds from a Community Partner Grant from the University of Tennessee in the approximate amount of \$554,936.63 for provision of JASMIN Plus: An Asthma Community Program .
(Schools)

Attachments

Grant Agreement



THE UNIVERSITY OF
TENNESSEE
KNOXVILLE

Subrecipient Information and Commitment Form

All subrecipients should complete this form when submitting a proposal to the University of Tennessee Knoxville. It provides an area for the authorized institutional representative to sign. This form should be submitted along with the subrecipient's budget, budget justification, and statement of work. If this proposal is selected by the sponsoring agency for funding, additional information and documentation will be required for the issuance of a subaward.

Proposal Title:

Community Partner Grant Collaboration, JASMIN Plus: An Asthma Community Program

University of Tennessee PI: Dr. Tami Wyatt and Dr. Xueping Li
Cayuse SP Proposal #: 17-0307

Sub PI Name: Lisa Wagoner

Subrecipient Institution: Knox County Schools
Place of Performance Address: 912 S. Gay Street
City, State, Zip Code + 4: Knoxville, TN 37902-3702

Animal Welfare Assurance #: N/A
Human Subject Assurance #: University of TN,
Office of Research and Engagement

DUNS #: 9655918860000
TIN/EIN: 62-1514781
Congressional District: 2nd

F&A Rate: 2.8%
Fringe Rate: 16.69% plus Health Benefits

Anticipated Subaward Amount: 554,936.63
Anticipated Project Dates: 07/01/2017 – 06/30/2023

Cost Share: N/A
Amount: N/A

Sponsored Programs Contact: Laura Denton
Sponsored Programs Phone: 865-594-8080
Sponsored Programs Email:
laura.denton@knoxschools.org

Does this application follow the PHS FCOI requirements?
 No Yes

If yes, please complete appendix A.

By signing this form, I certify that the above information, the applicable sponsor certifications and representations have been read, are understood, and are accurate and true to the best of my knowledge. The appropriate programmatic and administrative personnel involved in this application are aware of pertinent regulations and policies, and we are prepared to establish a subaward agreement with The University of Tennessee that ensures compliance with such regulations and policies should this proposal be funded.

Authorized Organizational Representative:

Name and Title: Mr. Buzz Thomas, Knox County Schools, Interim Superintendent

Signature:

Date: October 25, 2016



THE UNIVERSITY OF
TENNESSEE
KNOXVILLE

Appendix A

- 1) Subrecipient hereby certifies that it has an active and enforced conflict of interest policy that is consistent with the provision of 42 CFR Part 50, Subpart F "Responsibility of Applicants for Promoting Objectivity in Research." Subrecipient also certifies that, to the best of Subrecipient's knowledge, (1) all financial disclosures have been made related to the activities that may be funded by or through a resulting agreement, and required by its conflict of interest policy; and (2) all identified conflicts of interest have or will have been satisfactorily managed, reduced or eliminated in accordance with Subrecipient's conflict of interest policy prior to the expenditures of any funds under any resultant agreement.

- 2) Subrecipient does not have an active and/or enforced conflict of interest policy and hereby agrees to abide by UT's policy. UT's policy is available at http://policy.tennessee.edu/fiscal_policy/fi0125/.

Authorized Organizational Representative:

Name and Title: Mr. Buzz Thomas, Knox County Schools, Interim Superintendent

Signature:

Date: October 25, 2016

Contract No.: 16-645
APPROVED AS TO LEGAL FORM

Knox County Law Director Date

KNOX COUNTY, TENNESSEE

TIM BURCHETT Date
KNOX COUNTY MAYOR

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, as reflected in its minutes, and certified by its Chairperson.

BOARD CHAIR – Signature

BOARD CHAIR – Printed Name

Date: _____

KNOX COUNTY GOVERNMENT

MAYOR – Signature

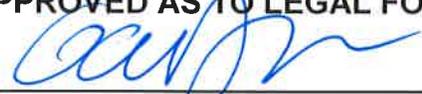
MAYOR – Printed Name

Date: _____

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-644
APPROVED AS TO LEGAL FORM

KNOX COUNTY, TENNESSEE



DEPUTY LAW DIRECTOR – Signature



DEPUTY LAW DIRECTOR – Printed Name

Date: 11/22/16

VENDOR

AUTHORIZED SIGNATURE

COMPANY NAME (VENDOR)

Date: _____

RESEARCH & RELATED BUDGET - Budget Period 1

OMB Number: 4040-0001
Expiration Date: 6/30/2016

ORGANIZATIONAL DUNS: **Enter name of Organization:**

Budget Type: Project Subaward/Consortium
Budget Period: 1 **Start Date:** **End Date:**

A. Senior/Key Person

Prefix	First	Middle	Last	Suffix	Base Salary (\$)	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
						Cal.	Acad.	Sum.			
Project Role: <input type="text" value="PD/PI"/>											

Additional Senior Key Persons:
Total Funds requested for all Senior Key Persons in the attached file: Total Senior/Key Person:

B. Other Personnel

Number of Personnel	Project Role	Months			Requested Salary (\$)	Fringe Benefits (\$)	Funds Requested (\$)
		Cal.	Acad.	Sum.			
	Post Doctoral Associates						
	Graduate Students						
3	Undergraduate Students		60.00		378,836.16	160,985.46	539,821.62
	Secretarial/Clerical						

Total Number Other Personnel **Total Other Personnel**
Total Salary, Wages and Fringe Benefits (A+B)

C. Equipment Description

List items and dollar amount for each item exceeding \$5,000

Equipment Item	Funds Requested (\$)
<input type="text"/>	<input type="text"/>

Additional Equipment:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total funds requested for all equipment listed in the attached file			<input type="text"/>
Total Equipment			<input type="text"/>

D. Travel

	Funds Requested (\$)
1. Domestic Travel Costs (Incl. Canada, Mexico and U.S. Possessions)	<input type="text"/>
2. Foreign Travel Costs	<input type="text"/>
Total Travel Cost	<input type="text"/>

E. Participant/Trainee Support Costs

	Funds Requested (\$)
1. Tuition/Fees/Health Insurance	<input type="text"/>
2. Stipends	<input type="text"/>
3. Travel	<input type="text"/>
4. Subsistence	<input type="text"/>
5. Other	<input type="text"/>
<input type="text"/> Number of Participants/Trainees	<input type="text"/>
Total Participant/Trainee Support Costs	<input type="text"/>

F. Other Direct Costs		Funds Requested (\$)
1. Materials and Supplies		
2. Publication Costs		
3. Consultant Services		
4. ADP/Computer Services		
5. Subawards/Consortium/Contractual Costs		
6. Equipment or Facility Rental/User Fees		
7. Alterations and Renovations		
8.		
9.		
10.		
Total Other Direct Costs		

G. Direct Costs Funds Requested (\$)
539,821.62
Total Direct Costs (A thru F)

H. Indirect Costs

Indirect Cost Type	Indirect Cost Rate (%)	Indirect Cost Base (\$)	Funds Requested (\$)
Salaries and Benefits	2.80	15,115.01	15,115.01
Total Indirect Costs			15,115.01

Cognizant Federal Agency
 (Agency Name, POC Name, and POC Phone Number)

I. Total Direct and Indirect Costs Funds Requested (\$)
554,936.63
Total Direct and Indirect Institutional Costs (G + H)

J. Fee Funds Requested (\$)

K. Budget Justification
 (Only attach one file.)

[View Attachment](#)

[Delete Attachment](#)

[Add Attachment](#)

RESEARCH & RELATED BUDGET - Cumulative Budget

	Totals (\$)
Section A, Senior/Key Person	
Section B, Other Personnel	539,821.62
Total Number Other Personnel	3
Total Salary, Wages and Fringe Benefits (A+B)	539,821.62
Section C, Equipment	
Section D, Travel	
1. Domestic	
2. Foreign	
Section E, Participant/Trainee Support Costs	
1. Tuition/Fees/Health Insurance	
2. Stipends	
3. Travel	
4. Subsistence	
5. Other	
6. Number of Participants/Trainees	
Section F, Other Direct Costs	
1. Materials and Supplies	
2. Publication Costs	
3. Consultant Services	
4. ADP/Computer Services	
5. Subawards/Consortium/Contractual Costs	
6. Equipment or Facility Rental/User Fees	
7. Alterations and Renovations	
8. Other 1	
9. Other 2	
10. Other 3	
Section G, Direct Costs (A thru F)	539,821.62
Section H, Indirect Costs	15,115.01
Section I, Total Direct and Indirect Costs (G + H)	554,936.63
Section J, Fee	

University of TN, College of Nursing and Knox County Schools
Community Partner Grant Collaboration
JASMIN Plus: An Asthma Community Program

Statement of Work:

The proposed program will provide funding for 3 Bachelor prepared Registered Nurses for a total of 3 years. Each nurse will be assigned to a selected Knox County Elementary School with goals to improve the health of children who have or may have asthma. School nurses will participate in an active screening process in collaboration with the Breathe Easy program sponsored by East Tennessee Children's Hospital. School nurses will be able to access any pertinent information regarding children with asthma in their respective schools through a web based application known as JASMIN Plus. This tool is a mechanism to promote communication between schools, health care providers, families and children regarding asthma in effort to improve attendance and school performance.

University of TN, College of Nursing and Knox County Schools
Community Partner Grant Collaboration
JASMIN Plus: An Asthma Community Program

Budget Justification:

The proposed budget will provide funding for 3 Bachelor prepared Registered Nurses for a total of 3 years. These positions were prepared using a beginning base salary of \$40,855.00 and included a 3% step raise for years 2 and 3. Fringe Benefits were calculated on a yearly basis to include social security, state retirement, life insurance and health benefits (medical and dental). Fringe benefits included a 3% increase for years 2 and 3.

These positions will be on a 200 day contract per year and will work in assigned elementary schools.

University of TN and KCS
Community Partner Grant Collaboration
JASMIN Plus: An Asthma Community Program

	Annual Salary Includes 3% step increase per year			Social Security 7.65%			Retirement 9.04 %			Health Benefits (Dental, Life, Health) Includes 3% increase per year			TOTAL
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	
RN Salary - 200 day contract													
Position 1	40,855.00	42,080.65	43,343.07	3,127.04	3,219.17	3,315.74	3,693.29	3,804.09	3,918.21	10,542.00	10,858.26	11,184.01	179,940.54
Position 2	40,855.00	42,080.65	43,343.07	3,127.04	3,219.17	3,315.74	3,693.29	3,804.09	3,918.21	10,542.00	10,858.26	11,184.01	179,940.54
Position 3	40,855.00	42,080.65	43,343.07	3,127.04	3,219.17	3,315.74	3,693.29	3,804.09	3,918.21	10,542.00	10,858.26	11,184.01	179,940.54
	Salary Total	378,836.16		Benefits Total	160,985.46					SALARY & BENEFITS TOTAL			539,821.62
										INDIRECT COST RATE	2.80%		15,115.01
										GRAND TOTAL			554,936.63

	avg monthly premium	Annual Rate
Health Insurance	\$870.00	\$10,440.00
Dental	\$4.00	\$48.00
Life	\$4.50	\$54.00
Total Annual Health Benefits		\$10,542.00

AGENDA COMMITTEE MEETING

23.

Meeting Date: 12/07/2016
Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an application and receipt of grant funds from the Tennessee Space Grant Consortium in the amount of \$15,000.00 for activities associated with the Student Spaceflight Experiments Program.
(Schools)

Attachments

Grant Award Notification



17 November 2016

TO: Haley Holt, STEM Coordinator, Knoxville Schools

RE: Contract for January 22, 2017 NASA Flight

Dear Haley,

It is with great pleasure that the Tennessee Space Grant Consortium, of which I am the Director here at The University of Tennessee, awards you, as Principal Investigator, the sum of \$15,000.

These funds are awarded for the activities associated with the proposal contest to fly an experiment on the NASA International Space Station (ISS), on 22 January, 2017, and the costs of the trip for the students and their teachers to Kennedy Space Center (KSC). I have contacted the people at KSC, and they will be providing all-inclusive passes to the park for the entourage, including a briefing given by their M.D. personnel on the topic of the winning experiment to be flown.

The actual contract will probably take a month to clear the lawyers, etc. here at UT. Thank you again for this opportunity to support your great STEM activities.

Sincerely,

Lawrence A. Taylor
Director of the Planetary Geosciences Institute
Distinguished Professor of Earth and Planetary Sciences
Director, Tennessee Space Grant Consortium

**Student Spaceflight Experiments Program (SSEP)
Budget Breakdown for January 22 Launch and Payment of Teachers**

The budget table below shows the costs needed to cover student travel to the Mission 9 launch in January as well as the teacher stipends for Mission 9 (2015-2016) and Mission 11 (2016-2017). **The UT Space Grant funds are designated for students to attend the launch of their project. We have allocated \$3,000 additional dollars out of the District STEM budget to allow for students to attend from the second place schools from our region.**

Expense	Expense description	Further Budget Breakdown	Amount
Staffing	Stipends for SSEP Site Lead teachers	2015-2016 \$3000 2016-2017 \$5000	\$8000
Launch Funds	This money is allocated for the proposal winners to be able to watch the capsule launch which will take their experiment to the International Space Station. Hotels, transportation and expenses for advisors will be covered, and students will be responsible for all their meals. Transportation costs include the cost of the bus and the driver's meals and lodging.	Hotels \$149/night x 2 nights x 8 rooms (3 for advisors, 5 rooms for 20 students) = \$2384 Transportation costs = (\$5915 bus + driver hotel 2 nights \$596) = \$6511 per diem for teachers for the trip \$51/day x 4 days for 5 advisors = \$1020	\$9915
Funding Sources	UT Space Grant KCS District STEM Budget	\$15,000 \$3,000	
		Total	\$17915

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, as reflected in its minutes, and certified by its Chairperson.

BOARD CHAIR – Signature

Date: _____

BOARD CHAIR – Printed Name

KNOX COUNTY GOVERNMENT

MAYOR – Signature

Date: _____

MAYOR – Printed Name

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-656
APPROVED AS TO LEGAL FORM



DEPUTY LAW DIRECTOR – Signature

Date: 11/22/16

KNOX COUNTY, TENNESSEE



DEPUTY LAW DIRECTOR – Printed Name

VENDOR

AUTHORIZED SIGNATURE

COMPANY NAME (VENDOR)

Date: _____

DIRECTOR OF SCHOOLS

BUZZ THOMAS, Interim Superintendent
Knox County Schools
Agrees to the Conditions Herein

Date: _____

AGENDA COMMITTEE MEETING

24.

Meeting Date: 12/07/2016
Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving donations from Northshore Elementary PTA and Mike Stevens Homes, Inc. in the amount of \$27,459.00 to construct and install a new sign at Northshore Elementary School.

(Schools)

Attachments

Project Request & Donation Information

**KNOX COUNTY SCHOOLS
Facilities Department**

**TO: Douglas L. Dillingham
Director of New Facilities and Construction**

FROM: Brandon Pratt, Northshore Elem.

DATE: November 4, 2016

SUBJECT: Request for Board of Education Approval of a School Funded Project

I request you recommend this project to the Board of Education for approval. Supporting documentation is attached.

Site	Northshore Elementary School
Requested By:	Brandon Pratt, Principal
Approved By: (School Principal)	<i>Brandon Pratt, Principal</i>
Phone	865-670-4104
Nature of the Project	Install and Purchase Electronic School Sign
Cost of the Project	Sign \$22,959 + Footing, Block work, and Brick \$4,500 = \$27,459
Funded By <input type="checkbox"/> Check box if project is funded in whole or in part by money contained in a school account and submit a completed form BO-107 with this form.	Donations from PTA for cost of Sign \$22,959 Donation from Mike Stevens Homes, Inc. for Footing, Block work, and Brick \$4,500
Cost to Knox County Schools	\$0



Northshore Elementary School
 1889 Thunderhead Rd
 Knoxville, TN 37922

Consultant:
 Alex Dix, x212
 adix@stewartsigns.com
 Direct Fax: (888) 495-7197
 Customer ID: 3127333
 Quote #: 884408 / 3
 Quoted: 8/15/2016

Attn: Suzanne Summerville
 704-202-1229

DESCRIPTION

5'x 8' Double Sided 10mm TekStar, 64x 224 Full Color LED Display with 12" Deep, Hinged Extruded Aluminum Cabinet and Thermoformed Makrolon SL Faces Decorated on Inside Surface with 3M Vinyl Graphics

Face / Cabinet Details

TekStar Modular Inner LED Cabinet, 10mm Full Color 64x224 Header Area Decorated with Internal Photo-Real Graphics

Electrical Information

Horizontal Lamp Illumination with Electronic Ballast(s) One 20 Amp Circuit, 240 Volts; Max Draw: 11 Amps
 LED Communication Method: Short-range Wireless; DayStar Controller and DayStar Media Software Included
 connectivity requires line-of-sight between sign antenna and wireless device antenna mounted on building by customer. Maximum distance of 1,500 feet* between antennas.

Structural Details

Mount Style: Dual Leg Mount Cowling (Creates Pedestal Appearance)
 Customized Mount Size: Leg Height: 1 Ft 0 In
 Leg Width: 7 Ft 0 In Overall Sign Height: 6 Ft 0 In
 Minimum Wind Load Rating: 120mph, Exposure B

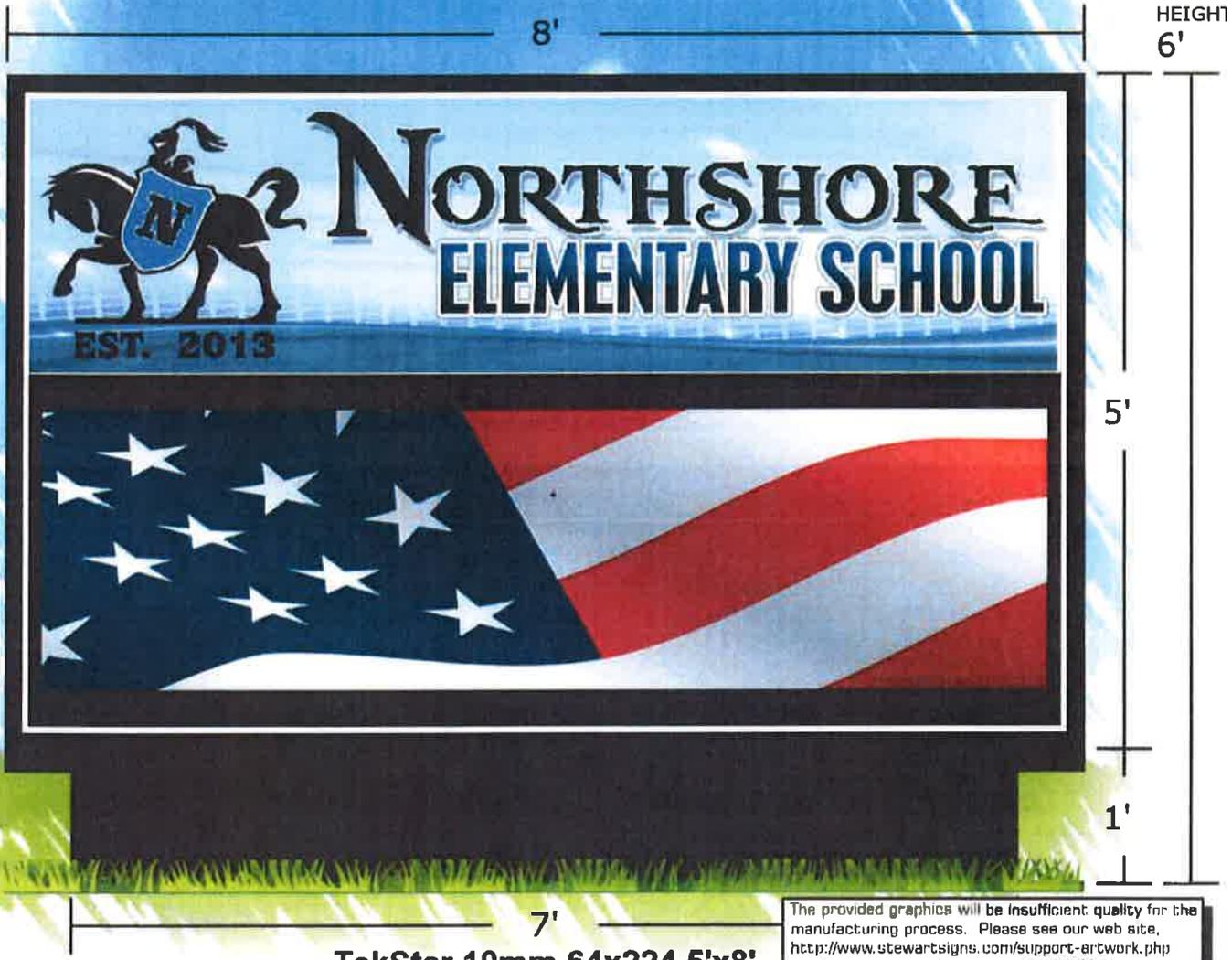
Miscellaneous Items

*** Review Custom Artwork for Text, Graphic and Layout Details ***

I.D. Cabinet: Black Draft: White
 Mount: Black

Special Instructions:
 *Designed, Engineered & Assembled in the USA.
 *100,000 hour average LED useful Life
 *All aluminum cabinet construction
 *Matte finish, anti-glare sign face
 *UV inhibitor infused sign face
 - Protecting graphics for life of the sign
 *Full graphics capabilities: video clips, animations,
 - Digital images, word messages & local time & temperature
 *Lifetime warranty on cabinet, face panels and base.
 - 5 year warranty of LEDs & components
 *Lifetime free technical support and training
 - No monthly service plans or fees
 Freight Included
 Installation not included. We will coordinate with your facilities/maintenance staff. Many School Districts have specific protocols for outdoor sign installation.

Investment:	\$23,959.00
Special Price:	\$22,959.00
Unless otherwise noted in Special Instructions, these prices are valid for 60 days. Freight, storage, other freight services and applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exempt certificate with order.	
Shipping Terms: F.O.B. Origin Payment Terms: Net 30 Days	



The provided graphics will be insufficient quality for the manufacturing process. Please see our web site, <http://www.stewartsigns.com/support-artwork.php> or your consultant for a list of acceptable formats.

TekStar 10mm 64x224 5'x8'

Cabinet: 5' x 8'
Mount: Pedestal Custom (1' x 7')

Cabinet Color: Black
Face Color: White

Logo: 8844081ho



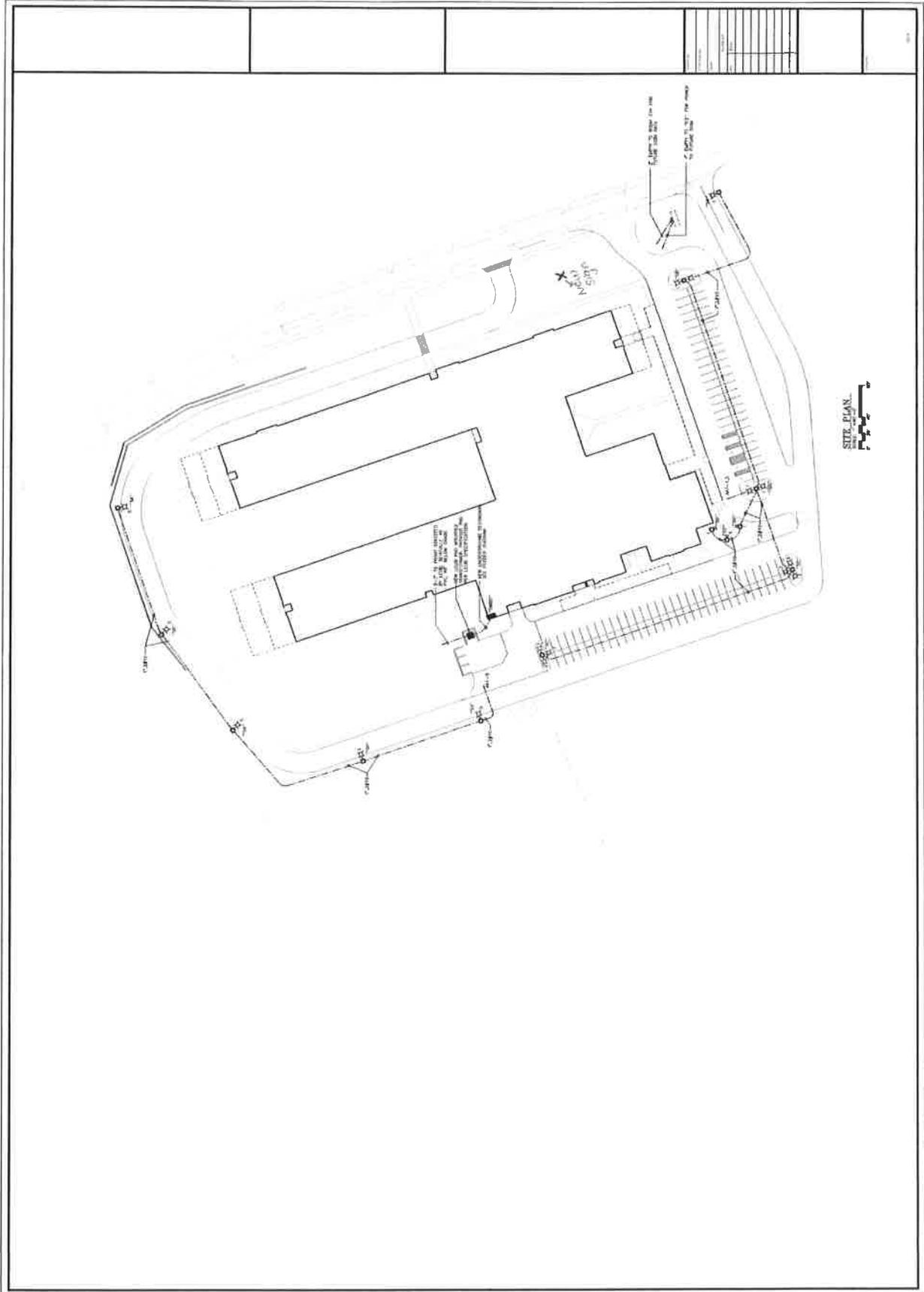
stewart signs
America's Premier Sign Company
1-800-237-3928 WWW.STEWARTSIGNS.COM

ORIGINAL DESIGN DO NOT DUPLICATE

DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND ENK HAND FINISHING PROCESS, THIS CUSTOM ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH TO THE SIGN. VINYL PRINT ON LED COLORED ARTWORK'S REPRODUCTION OF BRICKWORK, MASONRY AND ARCHITECTURE IS NOT IN LUDITION THE PROPOSAL. ANY MEASUREMENTS SHOWN ARE APPROXIMATIONS. DIMENSIONS OF FINAL PRODUCT MAY VARY. LED IMAGES SHOWN ARE SIMULATED TO REPRESENTATION FROM OPTIMUM VIEWING DISTANCE. A NIGHT-WAY SIGN IS DESIGNED TO BE ILLUMINATED AT ALL TIMES AND INCREASES THE LIFE OF THE SIGN'S LIGHTING COMPONENTS. SKETCHES ARE BASED OFF OF THIS PREMISE.

APPROVED AS SHOWN.
X _____ DATE _____ 1. _____
APPROVED WITH LISTED CHANGES.
X _____ DATE _____ 2. _____
X _____ DATE _____ 3. _____

Sketch #219250 Customer #3127333
7/17/2016 Alex Diy -PROPOSAL -



SITE PLAN



Mike Stevens Homes, Inc
Mailing Address:
9447 Clingmans Dome Drive
Knoxville, TN 37922

Footings = \$1250
Block work= \$1250
Brick =\$2000
Total = \$4500

No charge

Mike Stevens
(cell) 865-454-3106
mkstevan@bellsouth.net



245236

NORTHSHORE ELEMENTARY PTA
1889 THUNDERHEAD ROAD
KNOXVILLE TN 37922-9490

Date 9/30/16 Page 1
Account Number
Enclosures 43

SMALL BUSINESS CHECKING		Number of Enclosures	43
Account Number	42240705	Statement Dates	9/01/16 thru 10/02/16
Previous Balance	35,685.67	Days in the statement period	32
31 Deposits/Credits	45,163.53	Average Ledger	49,315
19 Checks/Debits	9,388.51	Average Collected	48,174
Service Charge	.00		
Interest Paid	.00		
Ending Balance	71,460.69		

Deposits and Additions

Date	Description	Amount
9/06	DDA REGULAR DEPOSIT	250.00
9/06	DDA REGULAR DEPOSIT	822.00
9/06	DDA REGULAR DEPOSIT	1,121.00
9/08	DDA REGULAR DEPOSIT	236.82
9/08	DDA REGULAR DEPOSIT	1,600.00
9/12	DDA REGULAR DEPOSIT	135.00
9/12	DDA REGULAR DEPOSIT	250.00
9/12	DDA REGULAR DEPOSIT	330.00
9/14	DDA REGULAR DEPOSIT	422.00
9/14	DDA REGULAR DEPOSIT	490.00
9/14	DDA REGULAR DEPOSIT	500.00
9/14	DDA REGULAR DEPOSIT	1,000.00
9/14	DDA REGULAR DEPOSIT	1,625.00
9/16	DDA REGULAR DEPOSIT	370.00
9/16	DDA REGULAR DEPOSIT	500.00
9/16	DDA REGULAR DEPOSIT	770.00
9/16	DDA REGULAR DEPOSIT	1,590.00
9/20	DDA REGULAR DEPOSIT	72.00
9/20	DDA REGULAR DEPOSIT	100.00
9/20	DDA REGULAR DEPOSIT	1,000.00
9/20	DDA REGULAR DEPOSIT	1,890.00
9/21	160921P2 Square Inc	998.76
	9424300002 09/21/16	
	TRACE #-021000024864175	
9/21	DDA REGULAR DEPOSIT	19.00
9/21	DDA REGULAR DEPOSIT	770.00

* 0 0 3 8 0 0 1 0 8 9 0 5 0 5 0 0 0 *



TO: Douglas L. Dillingham
 Supervisor of New Facilities and Construction

FROM: Sallee H. Reynolds

DATE: 11/18/16

SUBJECT: Request for Board of Education Approval of a School Funded Project

I request you recommend this project to the Board of Education for approval. Supporting documentation is attached.

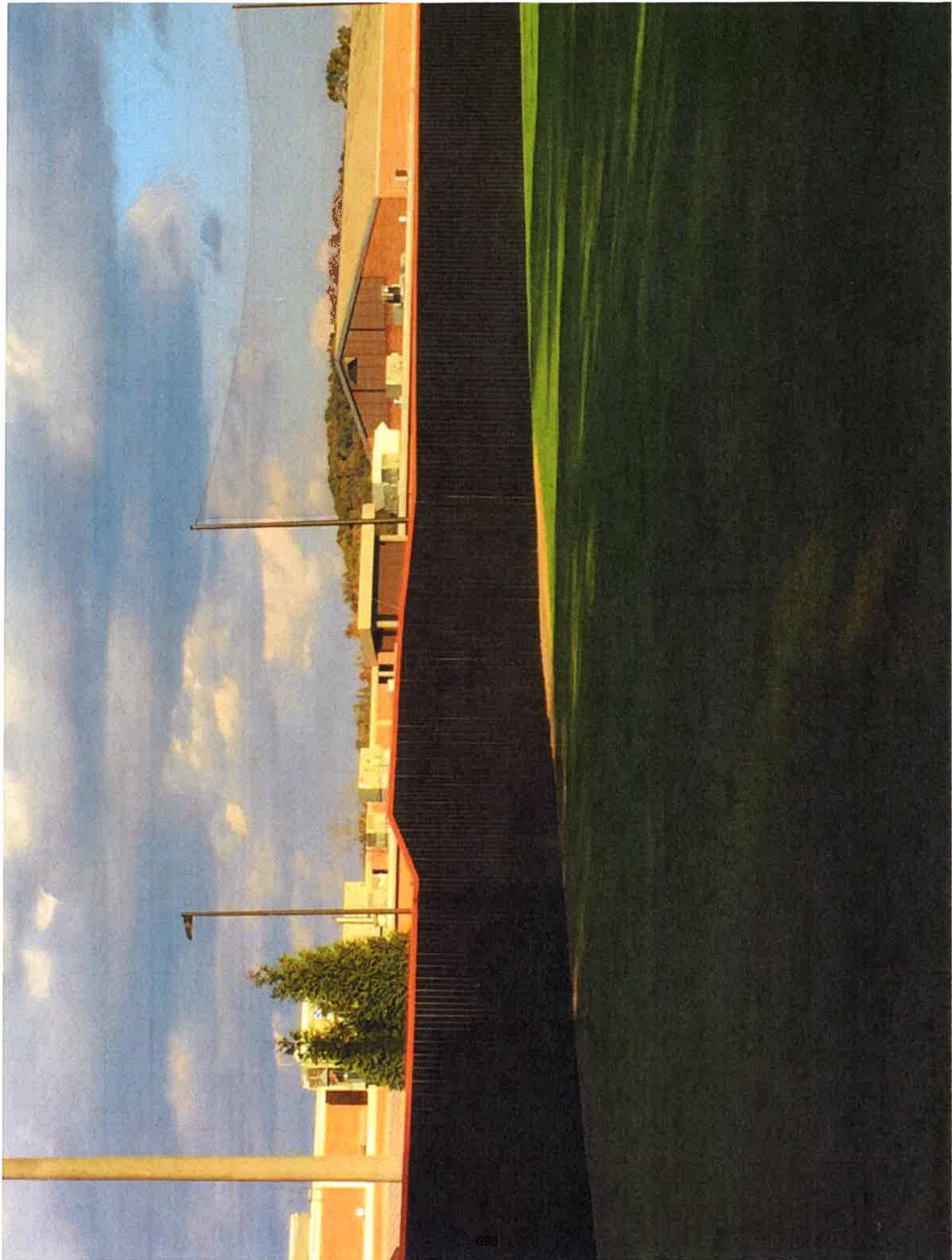
Site	Hardin Valley Academy
Requested By:	Sallee H. Reynolds, Joseph Michalski
Approved By: (School Principal)	<i>Sallee H Reynolds</i>
Phone	865-690-9690
Nature of the Project	The current chain link fence and windscreens are not appropriate for our field. The wind that come through the valley hits the windscreens and pulls our fence. Additionally, lights from cars shine into the eyes of the batter and catcher. This project will replace the current fence with a solid wooden fence.
Cost of the Project	\$14,486 plus an in-kind labor donation of \$1,500
Funded By <input type="checkbox"/> Check box if project is funded in whole or in part by money contained in a school account and submit a completed form BO-107 with this form.	\$14,486 - Hardin Valley Academy Athletic Council \$1,500 Hubler Construction Inc.
Cost to Knox County Schools	\$0

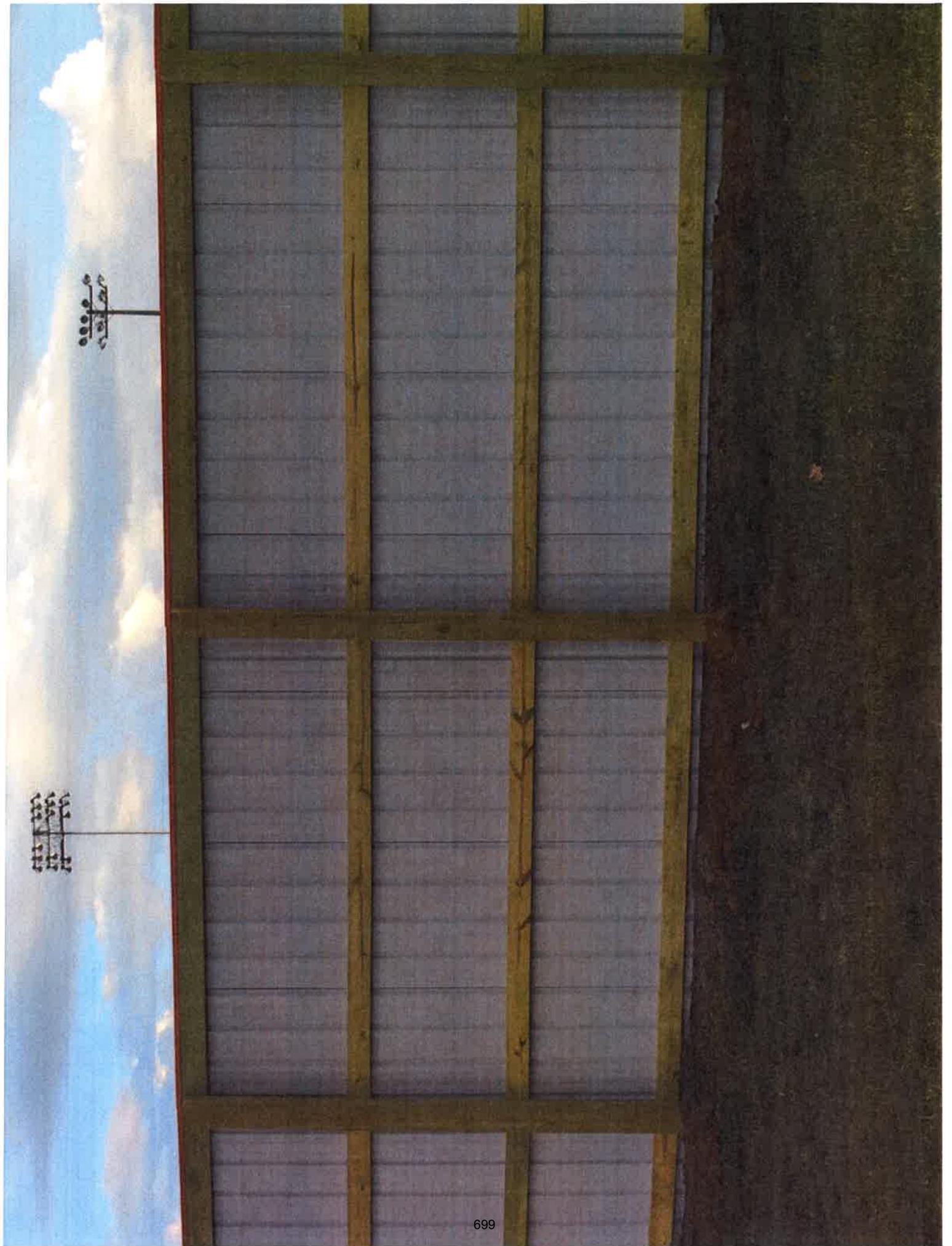
HARDIN VALLEY ACADEMY

BASEBALL OUTFIELD FENCE
10.30.2016

PHASE 1 PHASE 2

	PHASE 1 CENTERFIELD/BATTER'S EYE 280 LIN FT	PHASE 2 LF/RF OUTFIELD FENCE 150 LIN FT [X2] EACH SIDE	PHASE 2 LF FOUL LINE FENCE 250 LIN FT
DRILLED PIERS Bobcat & auger	12-in dia. \$375.00/cu yd	29 PIERS X 54-in. deep 3.00 cu yds	25 PIERS X 24-in deep 1.25 cu yds
CONCRETE Georgia buggy rental	\$95.00/cu yd	\$285.00 \$150.00	\$375.00 \$138.00 \$300.00
FENCE POSTS 6X6 pressure-treated		29 20 ft long [15'-6" tall] \$70.00 ea	25 8 ft long [6 ft tall] \$15.75 ea
INTERMEDIATE FENCE RAILS 2x6 pressure-treated X 10 ft long		30 14 ft long [10 ft tall] \$31.50 ea	2 X 25 spans [250 ft] = 50 \$5.60 ea
TOP FENCE RAIL 2x8 pressure-treated X 10 ft long		3 X 30 spans [300 ft] = 90 \$5.60 ea	1 X 25 spans [250 ft] = 25 \$8.30 ea
FRAMING SCREWS Deckmate #9 X 3-in	\$30.00/box[365 screws]	1 X 28 spans [280 ft] = 28 \$8.30 ea	1 X 25 spans [250 ft] = 25 \$8.30 ea
FENCE SHT MTL CLADDING 29 8x X 36-in panels	\$1.75/lin ft	4 per X 6 rails X 29 posts = 700 screws / 365 = 2 boxes	4 per X 3 rails X 25 posts = 300 screws / 365 = 1 box
SHT MTL SCREWS #12 X 1-in hex head	\$22.00/box[250 screws]	280 lin ft / 3 ft = 94 panels 94 panels X 15.5 ft = 1,457 lin ft	250 lin ft / 3 ft = 84 panels 84 panels X 6 ft = 504 lin ft
SHT MTL COPING 12-in x 10 ft long [J-bent]	\$15.00/pc	15 per X 6 rails X 29 spans = 2610 screws / 250 = 11 boxes	15 per X 3 rails X 25 spans = 1125 screws / 250 = 5 boxes
		8 1800 screws / 250 = 8 boxes	25
		\$435.00	\$375.00
		\$7,145.00	\$2,943.00
		\$4,398.00	\$1,260.00
			\$14,486.00





DONATION DESIGNATION FORM KNOX COUNTY SCHOOLS

Date: 11/18/16

Amount of Donation: \$ \$14,486 () Cash (✓) Check

Organization / Individual making the donation: Hardin Valley Academy Athletic Council - 501c3

Address: 11345 Hardin Valley Road

City: ~~EA~~ Knoxville State: TN Zip Code: 37932

I would like the above donation to be used for the following:

Instructional

Music

Art

Library

Technology/ Computers

P.E.

Other (please designate):

To be used for fencing materials for the baseball field

As needed - Principal's Discretion

(Could include teacher training, staff meals, grounds and maintenance expenses).

Signature: 

1:09 PM

Hardin Valley Academy Athletic Council
Profit & Loss by Class
 As of November 30, 2016

11/10/16

Accrual Basis

	<u>Baseball</u>	<u>TOTAL</u>
Ordinary Income/Expense		
Income		
Direct Public Support		
Advertising Packages		
Banners		
Baseball/Softball Banners	11,225.00	11,225.00
Court Banners	400.00	400.00
Football Field Banners	7,800.00	7,800.00
Specialty Banners	4,650.00	4,650.00
Banners - Other	6,300.00	6,300.00
Total Banners	<u>32,275.00</u>	<u>32,275.00</u>
Game Sponsorships	1,650.00	1,650.00
Hawk Packages		
Nighthawk	3,000.00	3,000.00
SkyHawk	2,000.00	2,000.00
SkyRider	1,250.00	1,250.00
Total Hawk Packages	<u>6,250.00</u>	<u>6,250.00</u>
Media Guide		
Ad Sales		
Fall	1,775.00	1,775.00
Spring	1,431.25	1,431.25
Winter	488.88	488.88
Total Ad Sales	<u>3,703.13</u>	<u>3,703.13</u>
Total Media Guide	3,703.13	3,703.13
T-Shirt Sponsorships	40.00	40.00
Total Advertising Packages	<u>43,918.13</u>	<u>43,918.13</u>
Cash Donations	38,015.92	38,015.92
Fundraising Events/Activities		
Discount Cards	14,010.00	14,010.00
Fundraising Events	31,123.32	31,123.32
Great Lakes Scrips Program	953,238.77	953,238.77
Hawks Promotional Sales	2,092.00	2,092.00
Misc Team Fundraiser	223,431.53	223,431.53
Season Passes	20.00	20.00
Ticket Sales	1,448.00	1,448.00
Fundraising Events/Activities - Other	39,889.00	39,889.00
Total Fundraising Events/Activities	<u>1,265,052.62</u>	<u>1,265,052.62</u>
Total Direct Public Support	1,346,986.67	1,346,986.67
Team Operation (athletic fees)	81,899.22	81,899.22
Total Income	<u>1,378,885.89</u>	<u>1,378,885.89</u>
Expense		
General & Admin Expenses		
Bad Debt	238.00	238.00
Bank Charges		
Insufficient Funds	1,109.00	1,109.00
Bank Charges - Other	8.00	8.00
Total Bank Charges	1,117.00	1,117.00
Insurance	6,747.76	6,747.76
Total General & Admin Expenses	<u>8,102.76</u>	<u>8,102.76</u>
Printing and Reproduction		
Court Banner Expenses	780.00	780.00
Field Banner Expenses	4,869.76	4,869.76
Other Signs	1,115.00	1,115.00
Printing and Reproduction - Other	1,087.19	1,087.19
Total Printing and Reproduction	<u>7,841.94</u>	<u>7,841.94</u>
Team Fundraiser Expenses		
Camp Expenses	20,334.11	20,334.11
Discount Card Fee	132.00	132.00
Discount Card Sales Incentive	-160.00	-160.00
Golf Tournament	27,373.77	27,373.77
Great Scrips Fundraiser Expense	888,505.34	888,505.34
Misc Fundraising Expense	38,427.17	38,427.17
Team Fundraiser Expense - Other	9,931.71	9,931.71
Total Team Fundraiser Expense	<u>992,554.10</u>	<u>992,554.10</u>

Page 1

1:09 PM
11/10/16
Accrual Basis

Hardin Valley Academy Athletic Council
Profit & Loss by Class
As of November 30, 2016

	Baseball	TOTAL
Team Operations		
Banquet Expenses	11,631.00	11,631.00
Concessions Expenses	16,987.43	16,987.43
Team Operation Expenses	270,182.41	270,182.41
Team Operations - Other	26,766.10	26,766.10
Total Team Operations	324,576.84	324,576.84
Total Expense	1,333,076.63	1,333,076.63
Net Ordinary Income	45,610.26	45,610.26
Other Income/Expense		
Other Income		
General Fund Allocation		
Disc Card General Fund Alloc.	-4,018.01	-4,018.01
General Fund 10% Allocation	-17,674.06	-17,674.06
Media Guide Printing Allocation	-1,131.27	-1,131.27
General Fund Allocation - Other	-146.37	-146.37
Total General Fund Allocation	-22,969.71	-22,969.71
Miscellaneous Income	1,036.00	1,036.00
Returned Check Fees	125.00	125.00
Total Other Income	-21,809.71	-21,809.71
Net Other Income	-21,809.71	-21,809.71
Net Income	23,800.55	23,800.55

DONATION DESIGNATION FORM KNOX COUNTY SCHOOLS

Date: October 31, 2016

Amount of Donation: \$ In-kind donation of services (\$1,500.00 in labor) () Cash () Check

Organization/Individual making the donation: Hubler Construction Inc.

Address: 1000 Rolling Meadows Lane

City: Knoxville

State: TN

Zip Code: 37932

I would like the above donation to be used for the following:

_____ Instructional

_____ Music

_____ Art

_____ Library

_____ Technology/ Computers

_____ P.E.

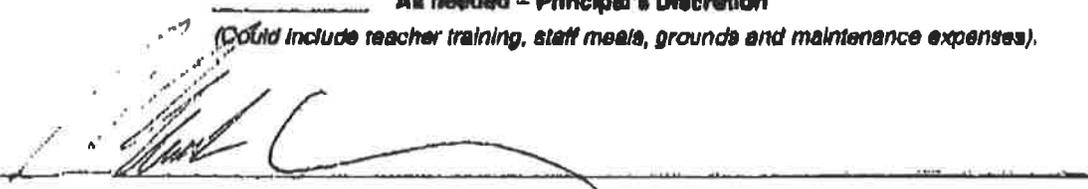
Other (please designate):

Construction of a replacement outfield fence on the baseball field

_____ As needed - Principal's Discretion

(Could include teacher training, staff meals, grounds and maintenance expenses).

Signature: _____





Hardin Valley Academy

Sallee Reynolds, Principal

George Ashe, Assistant Principal
David Combs, Assistant Principal

Tonya Childress, Assistant Principal
Jessica McDonald, Assistant Principal

To: Hardin Valley Academy
From: Shelby Masters, Hardin Valley Academy Athletic Council President
Re: HVA Softball and Baseball Projects
Date: November 28, 2016

The HVA Softball Team has worked diligently over the past 2 years to raise funds necessary to add a Team Locker Room and a Batting Cage to the softball complex. The entire process was designed to be completed in multiple phases. The locker room was completed last year. This year, they would like to erect a batting cage adjacent to the locker room. They have raised the necessary funds which have been secured by the Athletic Council. The project will be completed at no cost to Knox County Schools. All funding will be through softball team's line item account in the Hardin Valley Academy Athletic Council.

The HVA Baseball Team has also completed a significant amount of fund raising in order to improve the HVA Baseball Complex. They would like to remove the chain link fence that continues to be a problem when there are moderate to strong winds due to the wind screen and replace it with a wooden ball park fence. They have the money in the Hardin Valley Academy Athletic Council account to complete this project. Additionally, they have a donor who has agreed to an in-kind donation of labor valued at approximately \$1500. The project will be completed at no cost to Knox County Schools. All funding will be through baseball team's line item account in the Hardin Valley Academy Athletic Council.

Sincerely,

Shelby Masters
HVAAC President

AGENDA COMMITTEE MEETING

26.

Meeting Date: 12/07/2016
Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a donation from Karns High School Baseball Club Council in an approximate amount of \$42,217.03 to Karns High School for construction of a new batting cage.
(Schools)

Attachments

Project Request & Donation Information

**KNOX COUNTY SCHOOLS
Facilities Department**

TO: Douglas L. Dillingham
Supervisor of New Facilities and Construction

FROM: MATT HURLEY

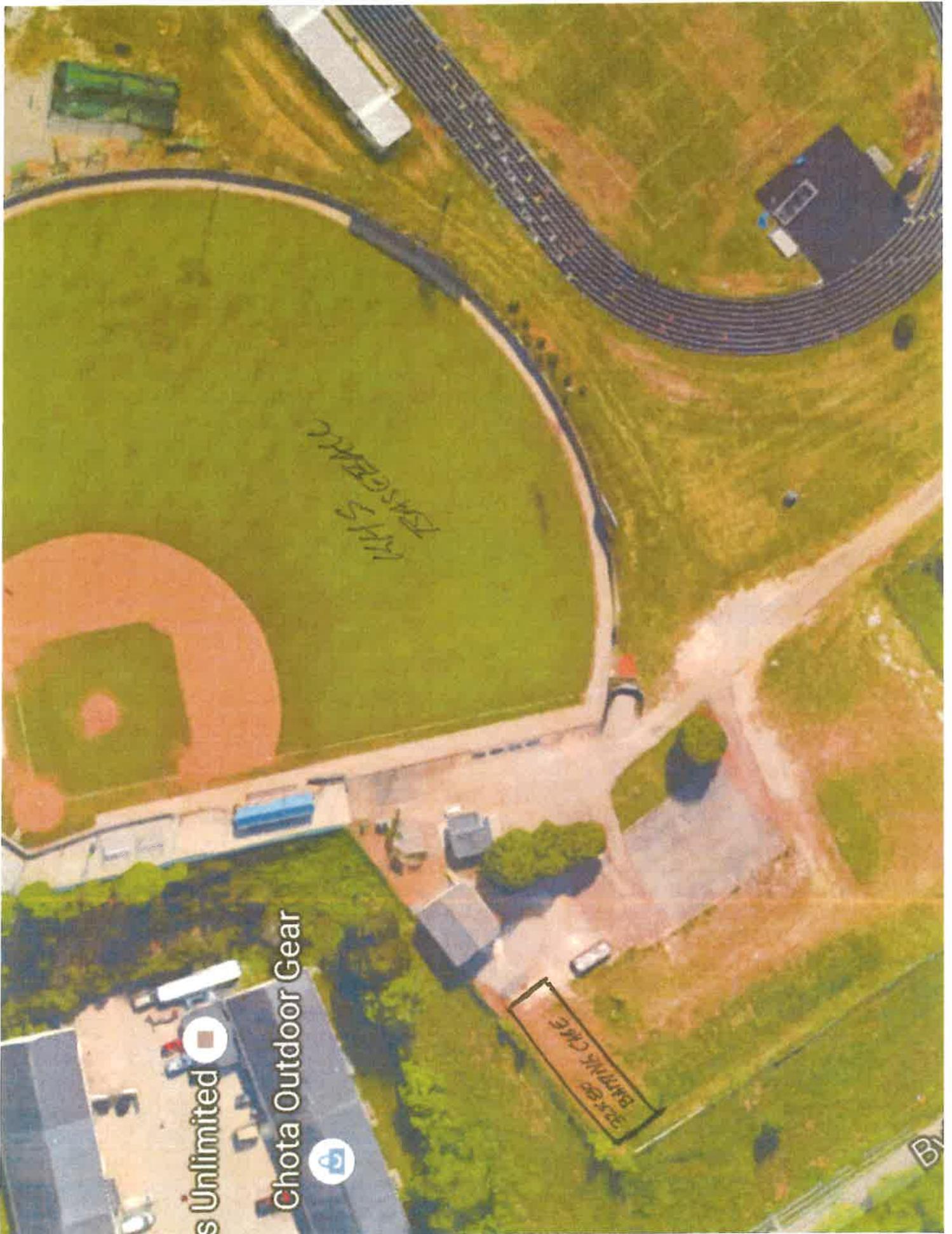
DATE: 11/21

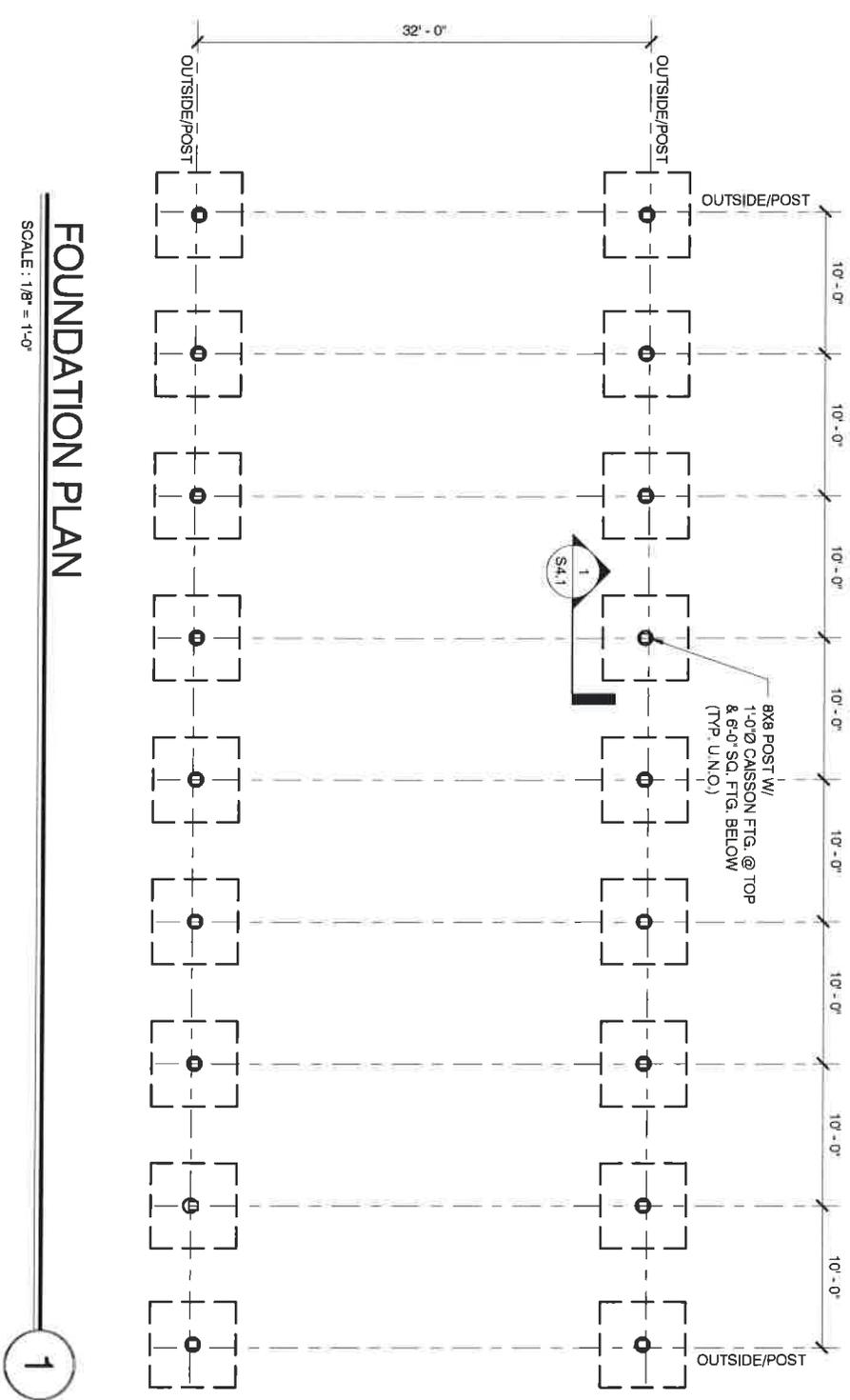
SUBJECT: Request for Board of Education Approval of a School Funded Project

I request you recommend this project to the Board of Education for approval. Supporting documentation is attached.

Site	BASEBALL FIELD
Requested By:	KARNIS BASEBALL CLUB
Approved By: (School Principal)	<u>Bil Clavin</u>
Phone	865-539-8670
Nature of the Project	NEW COVERED BATTING CAGES
Cost of the Project	\$40,000
Funded By <input type="checkbox"/> Check box if project is funded in whole or in part by money contained in a school account and submit a completed form BO-107 with this form.	KARNIS BASEBALL CLUB
Cost to Knox County Schools	\$0.

FA-100 (6/10)





FOUNDATION PLAN

SCALE: 1/8" = 1'-0"

1



DRAWING TITLE:
FOUNDATION PLAN

PROJECT:
KARNS HIGH SCHOOL BATTING CAGE

ADDRESS:
 2710 BYINGTON SOLWAY RD. KNOXVILLE, TN 37931

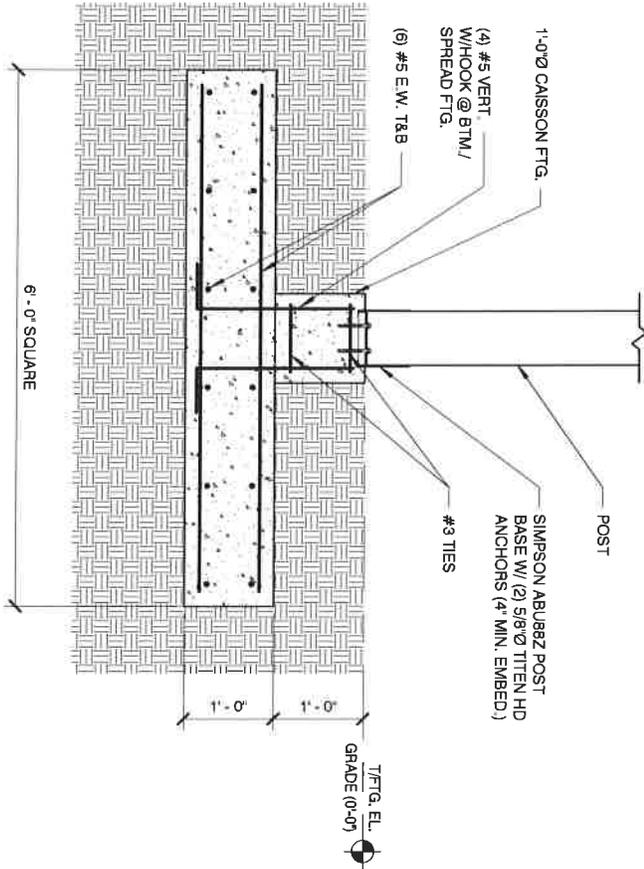
COMM. NO.
 160669

DATE:
 11/04/16

DRAWING NO.
 S1.1

294 N. WEBB CREEK RD.
 KNOXVILLE, TENNESSEE 37918
 PHONE: 865.584.0092
 FAX: 865.584.2113
 www.michaelbradyinc.com

MBI
 michael brady Inc.
 architects/engineers/planners



FOUNDATION DETAIL

SCALE: 3/4" = 1'-0"

1



DRAWING TITLE:

STRUCTURAL DETAILS

PROJECT:

KARNS HIGH SCHOOL BATTING CAGE

ADDRESS:

2710 BYINGTON SOLWAY RD. KNOXVILLE, TN 37931

COMM. NO.

160669

DATE:

11/04/16

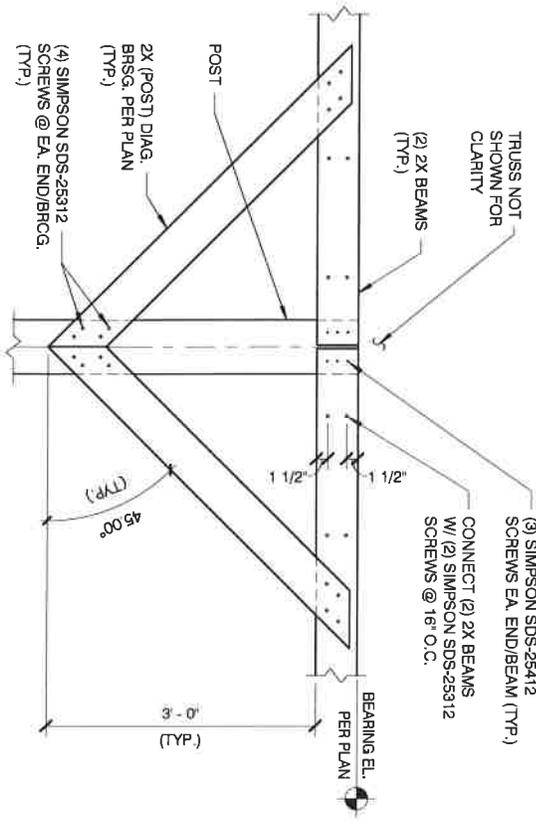
DRAWING NO.

S4.1

200 N. WALKER RD.
KNOXVILLE, TENNESSEE
37918
PHONE: 865-584-1200
FAX: 865-584-1213
www.michaelbradyinc.com

MBI

michael brady inc.
architectural engineering interior



CONNECTION DETAIL
 SCALE : 3/4" = 1'-0"
 1



DRAWING TITLE:

STRUCTURAL DETAILS

PROJECT:
KARNS HIGH SCHOOL BATTING CAGE

ADDRESS:
 2710 BYINGTON SOLWAY
 RD. KNOXVILLE, TN 37931

COMM. NO.
 160669

DATE:
 11/08/16

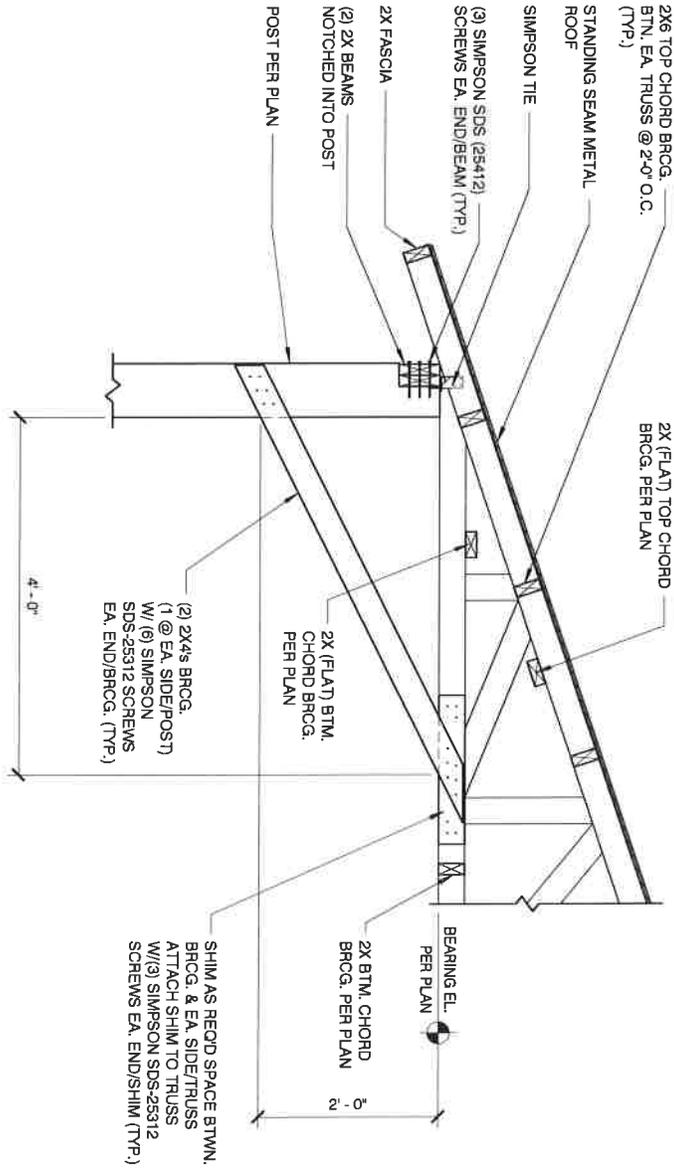
DRAWING NO.
 S4.2

270 N. WESSLANDER RD.
 KNOXVILLE, TENNESSEE
 37914
 PHONE 865 564 0200
 FAX 865 564 9213
 www.michaelbradyinc.com

MBI

michael brady inc.

an hcbk full-service engineering contractor



CONNECTION DETAIL

SCALE : 3/4" = 1'-0"



DRAWING TITLE: STRUCTURAL DETAILS			
PROJECT: KARNS HIGH SCHOOL BATTING CAGE			
ADDRESS: 2710 BYINGTON SOLWAY RD. KNOXVILLE, TN 37931	COMM. NO. 160669	DATE: 11/08/16	DRAWING NO. S4.3

299 N. WEBB AVE. RD.
KNOXVILLE, TENNESSEE
37914
PHONE: 865-584-0299
FAX: 865-584-8213
www.michaelbradyinc.com



CENTERLINE //

CONSTRUCTION

100 Lockett Road • Knoxville, TN 37919 • (865)803-6518

DATE: 11.1.16

Project Name: Karns High School Batting Cages

ITEM	DESCRIPTION	QTY	UNIT	MATERIALS	LABOR	EQUIPMENT	SUBCONTRACT
	PRE-CONSTRUCTION	*	*	*	*	*	*
	Drawing Set	1	LS	100	*	*	*
	School Board Approval	1	LS	*	*	*	*
	City/County Permitting	1	LS	*	*	*	*
	Structural Engineer	1	LS	*	*	*	1500
	Architectual Fees	1	LS	*	*	*	500
	CIVIL	*	*	*	*	*	*
	Site Survey	1	LS	*	500	*	*
	Site Layout	1	LS	*	100	*	*
	Site Excavation	370	CY	*	2000	*	*
	Soil Treatment	1	LS	*	*	*	768
	Silt Fence - Spoil Containment	100	LF	180.18	219.82	*	*
	Seed Spoils and Disturbed Areas	1	LS	200	100	*	*
	#57 Stone - at Foundation Drain	20	TN	720	600	*	*
	4" Plain pipe 100'	1	EA	100	65	*	*
	FOUNDATION/BASEMENT	*	*	*	*	*	*
	Footer Excavation	18	EA	0	1400	*	*
	Footer Concrete	24	CY	2600	800	*	*
	Rebar all	1	LS	1300	700	*	*
	Sono Tube	0	EA	100	0	*	*
	Crush & Run	42	TN	1800	800	*	*
	BUILDING FRAMING	*	*	*	*	*	*
	Metal Roofing	1	LS	2800	3100	*	*
	Truss	18	EA	2300	3000	*	*
	Post	18	EA	2250	1000	*	*
	Bracing Lumber	1	LS	2400	1500	*	*
	Hardware incl. Simpson	1	LS	1400	0	*	*
				\$18,250.18	\$15,884.82	\$0.00	\$2,768.00
						4%	OH
							\$1,476.12
							\$38,379.12
					10%	PROFIT	\$3,837.91
						TOTAL	\$42,217.03

80*30*33=792CF - 30CY - 42 TN

CENTERLINE II

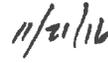
CONSTRUCTION

100 Lockett Road • Knoxville, TN 37919 • (865)803-6518

This letter is to serve as a contractual agreement between Centerline II Construction (CC) and Karns Baseball Club. CC will construct the new batting cage at Karns High School as per the description below. CC will permit the project ensuring that the project will be completed in its entirety for a total cost of \$ 42,217.03 with no additional cost to Karns Baseball Club barring any change to the design drawings submitted by Michael Brady Inc. dated 11/04/16 and 11/08/16 and as indicated on the CC estimate. The following donations will be utilized to accomplish this project. Gerdau \$1300, Dayton's Pest Control \$ 768, Michael Brady Inc. \$ 2100 and Centerline II Construction \$ 15,884.82 for labor and \$ 5,314.03 for OH & Profit. The remaining sum of \$ 16,850.18 will be covered with Karns Baseball Club funds.



Carson Branum
Owner
Centerline II Construction



Date



Woody Culp
President
Karns Baseball Club



Date

CENTERLINE *II*

CONSTRUCTION

100 Lockett Road • Knoxville, TN 37919 • (865)803-6518

This letter document's Centerline II's commitment to donate the required labor cost to construct the Karns Baseball Batting Cages on the campus of Karns High School in Knoxville, TN. The areas of construction include Civil (site excavation), Framing, and Foundation. The estimated value of this donation is \$ 15,884.82. In addition to this donation, Centerline will omit the overhead and profit margins on this project for an estimated value of \$ 5,314.03.

Sincerely,



Carson Branum

Owner
Centerline II Construction

Dayton's Pest Control
TERMITE & PEST CONTROL PROTECTION

DAYTON HYLTON
Entomologist

P.O. BOX 51492
KNOXVILLE, TN 37950-1492
www.daytonsppestcontrol.com

PHONE (865) 588-6686
FAX (865) 588-8217
dayton@daytonsppestcontrol.com

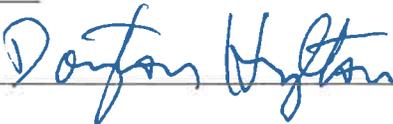
Karns Baseball Club, Inc.
P.O. Box 7125
Knoxville, TN 37921

To whom it may concern,

This letter is our company commitment to the Karns Baseball Club field construction project. We are happy to donate the following: a termite preconstruction soil treatment, to help offset the cost of the construction of the batting cages. The normal value of this service would be \$768.00 based upon the 32'x80' dimensions given.

Company Name: Dayton's Pest Control

Date: 11/17/16

Authorized Signature: 



GerdaU
4615 Coster Road
Knoxville, TN 37912

November 21, 2016

Karns Booster Club,

GerdaU will be donating the reinforcing steel to the Karns High School Baseball Club for their new batting cage.

The approximate value of the material with delivery is \$1,300

Sincerely

A handwritten signature in blue ink, appearing to read 'John Salsbery', written over a light blue horizontal line.

John Salsbery

GerdaU
Knoxville Concrete Products
Location Manager
(O) 865-687-7220
(M) 865-389-5997

Proposed upgrade to Karns High School

Baseball Batting Cage

Cost Summary

Total Construction Cost Based on Centerlines Construction Estimate	\$ 42,217.03
Commitment Letter – Gerdau	\$ 1,300.00
Commitment Letter – Dayton’s Pest Control	\$ 768.00
Commitment Letter – Michael Brady Incorporated	\$ 2,100.00
Commitment Letter – Centerline Construction - Labor	\$ 15,884.82
Centerline Construction – Overhead & Mark-up	<u>\$ 5,314.03</u>
Total amount of donations	\$ 25,366.85
Balance remaining to be covered by the Karns Baseball Booster Club	\$ 16,850.18

Home Federal Bank

November 18, 2016

Re: Karns Baseball Club Inc

To Whom It May Concern:

As requested by our above referenced customer, as of November 18, 2016 their account, #757666, has a balance of \$20,600.08.

If you should have any questions, please contact me at (865) 691-1050.

Sincerely,



Jeff Catlett
Assistant Branch Manager
Karns Branch
Jeff.catlett@homefederaltn.com
NMLS #1377401
Phone (865) 691-1050
Fax (865) 381-1543

JEFF CATLETT
ASSISTANT MANAGER
NMLS#1377401



HOME FEDERAL BANK OF TENNESSEE
7204 Oak Ridge Hwy
Knoxville, Tennessee 37931
Telephone: (865) 691-1050
Fax: (865) ~~470-2400~~ 381-1543
Email: Jeff.catlett@homefederaltn.com

Karns Office
7204 Oak Ridge Highway
Knoxville, Tennessee 37931
Phone (865) 691-1050

AGENDA COMMITTEE MEETING

27.

Meeting Date: 12/07/2016
Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a donation from East Tennessee Cardiovascular Research Foundation in the amount of \$40,000.00 for the Coordinated School Health Cardiac Club.
(Schools)

Attachments

Information



Cardiac Club

Cardiac clubs are designed to provide students with an in-depth knowledge of proper nutrition and physical activity for a healthy lifestyle. Students in these clubs meet weekly and each meeting contains a physical activity component and a nutrition component. Students are challenged to make what they learn in this club a part of their lifestyle. Surveys from fully implemented programs in 2014 have shown positive results in several indicators for participants.

Cardiac Kids Results from my summary 2014 (surveys & fitness tests)

- Decrease in group BMI
- Increased usage of nutrition tools
- Increase in families reading the nutrition food label when shopping
- Decrease in SoFAS (Solid Fats and Added Sugars) intake
- Increased consumption of fruit
- Improvement in mile (replaced by the Pacer test) run times & all FitnessGram measurements

The following indicators are assessed in the Cardiac Club surveys:

- Group BMI (looking specifically at weight loss among children with elevated BMI)
- Use of nutrition tools
- Eating behavior change among participants & families
- Increase in measured fitness levels

See also Cardiac Kids Summary below.

Culinary Club

Culinary clubs are designed to encourage a healthier lifestyle to participating students by giving the students resources and instruction on how to cook healthy meals and snacks. Students meet weekly and learn many important kitchen skills, such as chopping vegetables and proper measuring of ingredients. KCS has partnered with UT Extension to provide students with helpful kitchen items that they can take home to use as they make healthy cooking a part of their lifestyle. At the end of the club, students are also given a cookbook to take home, so that they can continue to make the healthy recipes that they have learned. Culinary Club will be offered at two middle schools and possibly one elementary school in Spring, 2017.

Parent Meetings: Parents are expected to attend parent meetings at the beginning and end of the intervention. At these meetings parents receive program information and complete pre and post assessments.

Physical Activity (PA): Each PA session is 30 to 45 minutes in duration and is conducted by Physical Education teachers, who teach within the school setting. The Physical Education Teacher designs the PA sessions to keep kids moving during the entire session, following warm up and stretch, based on the equipment available within their school. The PA component does not promote competition, use PA as punishment, allow bullying, or shaming of children.

Nutrition Education: Each Nutrition Ed session is conducted by a teacher, nutrition educator, or nutrition graduate student. The curriculum includes an information-receiving session and a session that reinforces curriculum content through games or activities, which allow opportunity to practice skills. Topics include: MyPlate Overview and sessions on each MyPlate food group (incorporating the Go Slow Whoa food categorization from the NHLBI & the CATCH program). There is also an emphasis on food label reading, the importance of breakfast consumption, and sources of added calories from fat and sugar. Taste tests for are provided weekly and the kids rate the tastes of the foods.

Goal Cards: Each week the kids are given goal cards on which they set goals pertaining to the weekly lesson. The cards are taken home and cosigned by parents with an explanation as to how they will help their child meet the weekly goals.

Nutrition Assessment: Children complete a validated food assessment survey prior to the first session. At the end of the intervention, the kids complete the same validated survey post intervention.

Parents complete the same pre and post assessment surveys that the children complete. Additionally, they complete a food pantry inventory survey pre and post program.

Physical Activity Assessment: Every student participates in the physical skills assessment, both pre and post intervention, using Fitness Gram, a physical activity tracking tool developed by the Cooper Institute.

Outcome/Impact:

Data analysis showed a significant decrease in BMI among overweight children, and significant increases in various areas of physical fitness. Additionally, the data analysis showed significant differences in dietary intake and usage of educational nutritional tools for food selection.

Program Partners:

Mercy Health/Tennova Health System
KCS Coordinated School Health & Health Services
KCS Health Services
KCS Nutrition and Food Services
UT/Knox County Extension SPIFFY
UT/Knox County TNCEP

UT Dept. of Nutrition
UT College of Nursing
United Healthcare
East Tennessee Cardiology Research
Foundation

AGENDA COMMITTEE MEETING

28.

Meeting Date: 12/07/2016
Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee authorizing the acceptance of donations as shown on the attached list of donations and in the total amount of \$5,040.00.
(Schools)

Attachments

Donation Listing

HVA Athletic Council-Softball Batting Cage

HVA Foundation-TSTA Conference

HVA Foundation-Stability Balls

Johnson University-Learning Incentives

TVA Donation

**KNOX COUNTY SCHOOLS
DONATIONS LISTING
December 2016**

Donor	School/Program/Department Benefitted	Designation	Amount
Hardin Valley Academy Athletic Council	Hardin Valley Academy	Softball Batting Cage Project	\$2,500.00
Hardin Valley Academy Foundation	Hardin Valley Academy	Staff Member attendance at TSTA Conference	\$500.00
Hardin Valley Academy Foundation	Hardin Valley Academy	Replacement of Chairs with Stability Balls in two classrooms	\$890.00
Confucious Classroom at Johnson University	Hardin Valley Academy	Learning Incentives	\$150.00
Tennessee Valley Authority	L&N STEM Academy	Science Olympiad Team Fees	\$1,000.00
TOTAL AMOUNT			\$5,040.00

**KNOX COUNTY SCHOOLS
Facilities Department**

TO: Douglas L. Dillingham
Supervisor of New Facilities and Construction

FROM: Sallee H. Reynolds

DATE: 10/19/16

SUBJECT: Request for Board of Education Approval of a School Funded Project

I request you recommend this project to the Board of Education for approval. Supporting documentation is attached.

Site	Hardin Valley Academy
Requested By:	Whitney Cruze - Head Softball Coach
Approved By: (School Principal)	Sallee H. Reynolds
Phone	865-539-5426
Nature of the Project	A batting cage for softball on an existing concrete slab.
Cost of the Project	\$2500
Funded By <input type="checkbox"/> Check box if project is funded in whole or in part by money contained in a school account and submit a completed form BO-107 with this form.	Hardin Valley Athletic Council - Current balance \$10,740.41
Cost to Knox County Schools	\$0

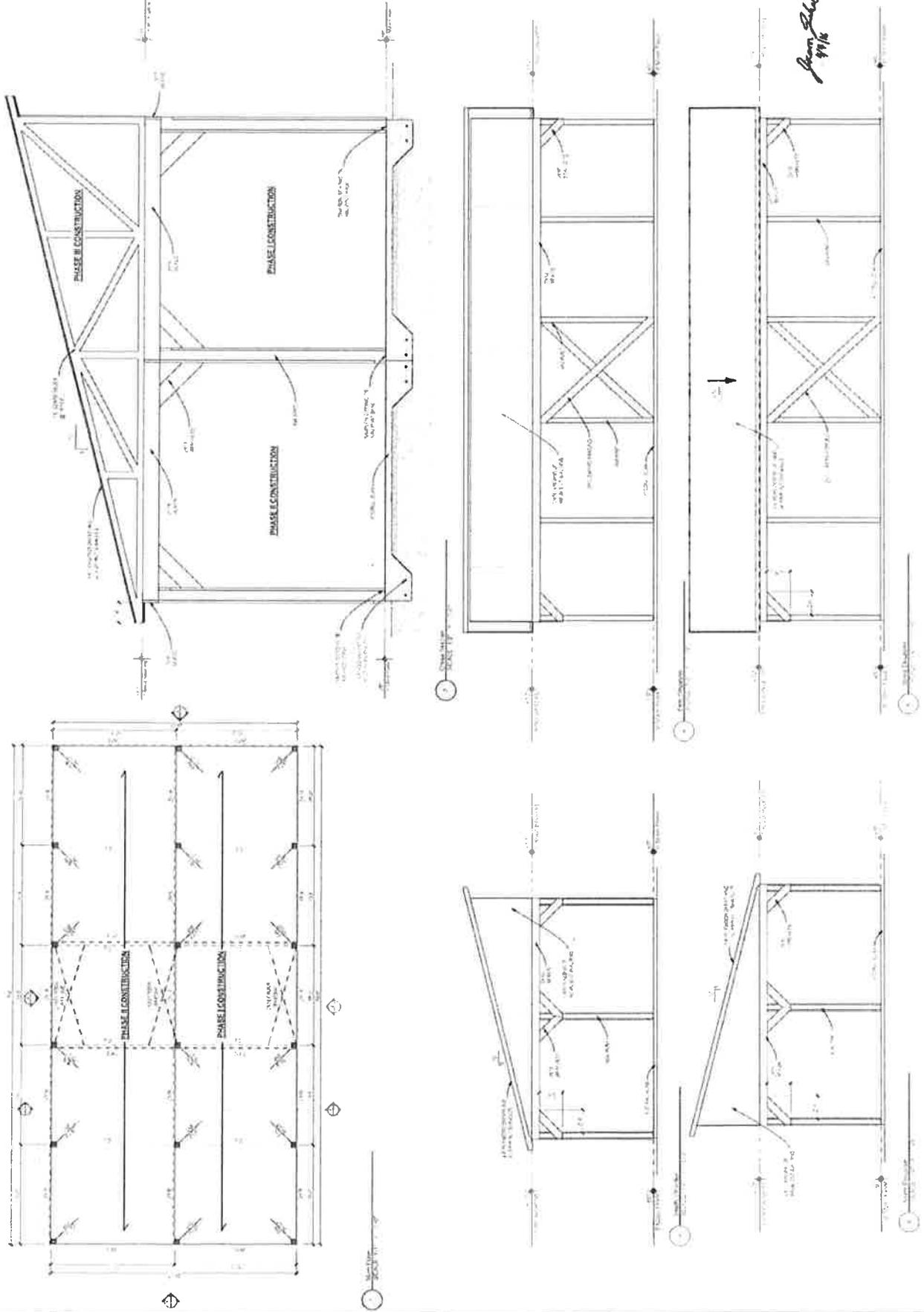
Sheet No.	A-1
Date	
Scale	

FLOOR PLANS

A New Baling Cage for
 Hardin Valley Academy
 1345 Hardin Valley Rd.
 Knoxville, TN 37932

ASD&I ARCHITECT
 1501 15th Ave. S.E.
 Atlanta, GA 30316
 FOSHIE ARCHITECTURE

From Sabin 9/16



Batting Cage Phase I Projected Expense

Lumber/Building Supplies - 1,500\$ (84 Lumber Co.)

Net - 1,000 (Mid-Lake Nets)

Carpet - Donated (Cella Design - Jimmie Murchie)

Total = 2,500\$

Phase II is optional and will not be completed at this time.

STIMATE #2262

84 LUMBER CO.

PAGE 1

/31/16 12:26 PM

ME: TURNER HOMES LLC
DE: 0335120300-000-000
DRESS: PO BOX 22485
KNOXVILLE, TN 37933

STORE: 1203 - KNOXVILLE
ADDRESS: 5802 MIDDLEBROOK PIKE
PHONE: (865)-584-4668
ASSOCIATE: DON BRADY
EST DATE: 08/31/16 START: / /

ONE: (865) 777-1700 FAX: (865) 693-0517
OJECT: HARDIN VALLEY

THIS IS NOT A RECEIPT >

#2262

CUSTOMER COPY

P.O.S.#	QTY	DESCRIPTION	PRICE	EXTENDED
		** DELIVERED		
1.	6061207	12 6X6X12 SYP TREATED #1	33.49	401.88
2.	6322957	12 ABA66Z (10)	13.99	167.88
3.	6112500	12 THD50600H 1/2X6 (20)	1.74	20.88
4.	2101206	20 2X10X12 SYP TREATED #2	15.49	309.80
5.	2101006	20 2X10X10 SYP TREATED #2	11.84	236.80
6.	5912575	2 SDWS22600DB-R50 (6)*	43.40	86.80
7.	5912566	2 SDWS22400DB-R50 (6)*	28.45	56.90

=====

SUBTOTAL	\$1,280.94
TAX	\$118.49
TOTAL	\$1,399.43

=====

84 LUMBER CO. ESTIMATE AND PRICING POLICY

REGULAR UNIT PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE ANYTIME AFTER 7 DAYS FOLLOWING DATE OF ESTIMATE.
SALE PRICES ARE IN EFFECT ONLY UNTIL THE END OF THE ADVERTISED SALE PERIOD.
CUSTOMER DEPOSIT OF FULL AMOUNT OF ESTIMATED TOTAL PRICE WILL RENDER UNIT PRICES FIRM FOR 30 DAYS FROM DATE OF DEPOSIT.
84 LUMBER CO. ASSUMES NO RESPONSIBILITY FOR ACCURACY OF TAKE OFFS FROM DRAWINGS OR BLUEPRINTS OR THAT THE PRODUCTS LISTED WILL BE SUFFICIENT TO COMPLETE CUSTOMER'S INTENDED PROJECT. CUSTOMERS SHOULD HAVE QUALIFIED ENGINEER OR ARCHITECT REVIEW ALL QUANTITIES.
THIS ESTIMATE DOES NOT CONSTITUTE A CONTRACT OF SALE OR GUARANTEE AVAILABILITY OF ANY PRODUCT LISTED.
ALL PRICES QUOTED BASED ON TOTAL PACKAGE PRICE AND SUBJECT TO CHANGE IF TOTAL PACKAGE NOT PURCHASED OR CONTENTS OF PACKAGE CHANGE.

For this project, call Maggie's Mgmt LLC dba 84 Insurance for a quote on Builders Risk Insurance at 877-866-1384 opt. 1 Ext. 2108 or visit 84insurance.com.

Maggie's Management, LLC is a licensed insurance producer and is a separate entity from 84 Lumber Co. 84 Lumber Co. is not licensed to and does not sell insurance.

Hardin Valley Academy Athletic Council

Financial Report
September 30, 2016 **Softball**

Sep-16

Fiscal YTD

Ordinary Income/Expense

Income

Direct Public Support

Advertising Packages

Banners

Baseball/Softball Banners 500.00 1,400.00

Court Banners - 0.00

Specialty Banners - 0.00

Total Banners 500.00 1,400.00

Media Guide

Total Advertising Packages 500.00 1,400.00

Cash Donations 1,500.00 1,500.00

Fundraising Events/Activities

Discount Cards 0.00 0.00

Great Lakes Scrips Program 4.10 26.35

Misc Team Fundraiser 5,267.00 12,392.00

Season Passes 0.00 0.00

Fundraising Events/Activities - Other 0.00 0.00

Total Fundraising Events/Activities 5,271.10 12,418.35

Direct Public Support - Other 0.00

Total Direct Public Support 7,271.10 15,318.35

Team Operation (athletic fees) - 0.00

Total Income 7,271.10 15,318.35

Expense

Bank Charges

Insufficient Funds 0.00

Insurance - 0.00

Printing and Reproduction

Court Banner Expenses

Field Banner Expense 0.00 575.00

Total Printing and Reproduction 0.00 575.00

Team Fundraiser Expense

Camp Expenses 0.00

Discount Card Fee 0.00

Golf Tournament 0.00

Great Scrips Fundraiser Expense 0.00 0.00

Misc Fundraising Expense 0.00 3,168.00

Team Fundraiser Expense - Other - -

Total Team Fundraiser Expense 0.00 3,168.00

Team Operations

Concessions Expenses - 0.00

Banquet Expenses - 0.00

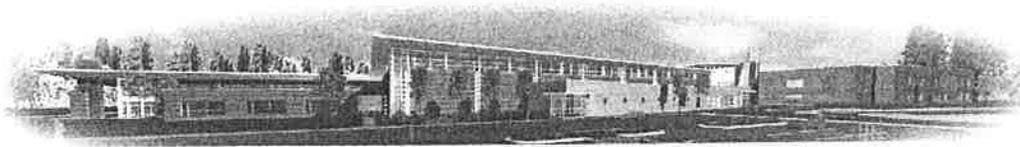
Hardin Valley Academy Athletic Council

Financial Report

Team Operation Expenses	September 30, 2016	1,216.70
Team Operations - Other	-	0.00
Total Team Operations	<u>675.00</u>	<u>1,216.70</u>
Total Expense	<u>675.00</u>	<u>4,959.70</u>
Net Ordinary Income	6,596.10	10,358.65
Other Income/Expense		
Other Income		
Disc Card General Fund Alloc.	-	0.00
General Fund Admin Fee Allocation	(538.76) \$	(755.09)
General Fund Allocation - Other	-	0.00
Total General Fund Allocation	<u>(538.76) \$</u>	<u>(755.09)</u>
Returned Check Fees		0.00
Total Other Income	<u>(538.76) \$</u>	<u>(755.09)</u>
Net Other Income	<u>(538.76) \$</u>	<u>(755.09)</u>
Net Income-Current Year Earnings	<u>6,057.34</u>	<u>\$ 9,603.56</u>

Beginning Funds at June 30, 2016 \$ 1,136.85

Ending Funds at September 30, 2016 \$ 10,740.41



Hardin Valley Academy

Sallee Reynolds, Principal

George Ashe, Assistant Principal
David Combs, Assistant Principal

Tonya Childress, Assistant Principal
Jessica McDonald, Assistant Principal

To: Hardin Valley Academy
From: Shelby Masters, Hardin Valley Academy Athletic Council President
Re: HVA Softball and Baseball Projects
Date: November 28, 2016

The HVA Softball Team has worked diligently over the past 2 years to raise funds necessary to add a Team Locker Room and a Batting Cage to the softball complex. The entire process was designed to be completed in multiple phases. The locker room was completed last year. This year, they would like to erect a batting cage adjacent to the locker room. They have raised the necessary funds which have been secured by the Athletic Council. The project will be completed at no cost to Knox County Schools. All funding will be through softball team's line item account in the Hardin Valley Academy Athletic Council.

The HVA Baseball Team has also completed a significant amount of fund raising in order to improve the HVA Baseball Complex. They would like to remove the chain link fence that continues to be a problem when there are moderate to strong winds due to the wind screen and replace it with a wooden ball park fence. They have the money in the Hardin Valley Academy Athletic Council account to complete this project. Additionally, they have a donor who has agreed to an in-kind donation of labor valued at approximately \$1500. The project will be completed at no cost to Knox County Schools. All funding will be through baseball team's line item account in the Hardin Valley Academy Athletic Council.

Sincerely,

Shelby Masters
HVAAC President

DONATION DESIGNATION FORM KNOX COUNTY SCHOOLS

Date: 11/15/16

Amount of Donation: \$ approx. 500 () Cash () Check

Organization / Individual making the donation: HVA Foundation - 501c3

Address: 11345 Hardin Valley Road

City: Knoxville State: TN Zip Code: 37933

I would like the above donation to be used for the following:

Instructional

Music

Art

Library

Technology/ Computers

P.E.

Other (please designate):

see below

As needed - Principal's Discretion

(Could include teacher training, staff meals, grounds and maintenance expenses).

Signature: Gallen H. Reynolds

Mr. Knapp is on the TSTA board. He is attending the conference on Dec 2-4. The foundation is paying for:

1. Substitute for 1 day
2. Lodging for 2 nights
3. Reimbursement for mileage + meals

DONATION DESIGNATION FORM KNOX COUNTY SCHOOLS

Date: 11/15/16

Amount of Donation: \$ 890.00 () Cash () Check

Organization / Individual making the donation: AVA Foundation - 501c3

Address: 11345 Hardin Valley Road

City: Knoxville State: TN Zip Code: 37932

I would like the above donation to be used for the following:

Instructional

Music

Art

Library

Technology/ Computers

P.E.

Other (please designate):

2 classroom sets of Stability Balls to replace existing chairs.

As needed - Principal's Discretion

(Could include teacher training, staff meals, grounds and maintenance expenses).

Signature: Gallen H Reynolds

DONATION DESIGNATION FORM KNOX COUNTY SCHOOLS

Date: 11/11/2016

Amount of Donation: \$ 150 () Cash (X) Check

Organization / Individual making the donation: Confucius Classroom at Johnson University

Address: 7900 Johnson Drive

City: Knoxville State: TN Zip Code: 37998

I would like the above donation to be used for the following:

Instructional

Music

Art

Library

Technology/ Computers

P.E.

Other (please designate):

The check is used for learning incentives for the Chinese Class

As needed - Principal's Discretion

(Could include teacher training, staff meals, grounds and maintenance expenses).

Signature: J. K. [unclear] - Director of International Relations

PARTNERS IN EDUCATION



Dear School Partner,

TVA is pleased to award your school a contribution of \$1,000 for STEM enrichment activities.

This contribution should be directed toward the following options of enrichment activities to engage and inspire groups of students:

- Science Olympiad
- Science Fairs
- Robotics Teams
- Math Counts
- STEM Expo
- Coding Workshops
- STEM competitions, after school programs and extracurricular activities

All funds should be allocated by June 1, 2017. This contribution may not be allocated for travel, lodging, transportation, meals, salaries, food, office supplies, sports, or educational activities unrelated to STEM.

Beginning with the 2017-2018 school year, TVA plans to concentrate educational funding toward STEM related needs in more *impactful* ways. To do this effectively, we will no longer provide partner schools with the individual \$1,000 grants. Our goal is to make even greater strides as we work together to prepare the next generation of leaders for STEM-related fields.

TVA employees are eager to partner with you to provide hands on support through volunteer efforts. We truly appreciate your dedication to preparing students to be lifelong learners and enhancing the economic vitality of our communities. Together, we have the power to inspire!

Warm regards,

Mandy Foster

Mandy Foster
TVA Community Relations

United States Treasury

15-51
0-30

TENNESSEE VALLEY
AUTHORITY
KNOXVILLE, TN

4912-80297372

Check No.



Pay to
the order of

SCHOOLS

*****1000**00

VOID AFTER ONE YEAR

TENNESSEE VALLEY AUTHORITY

T
V *Jerry W. Wilson* V
A DISBURSING OFFICER A

⑆49126⑆

⑆000000518⑆ 802973721⑆

EVA 3232 (FTH)-82

INQUIRY SHOULD INCLUDE COPY OF THIS FORM

DATE

REMITTANCE INFORMATION FROM
TENNESSEE VALLEY AUTHORITY TO:

EVA VENDOR NO.

VENDOR:

INVOICE NO.

AMOUNT ADMITTED

NUMBER	INVOICE DATE	AMOUNT	DISCOUNT	REFERENCE	ADJUSTMENT
			0.00		

Discount Taken

Contract No.: 16-641
APPROVED AS TO LEGAL FORM

Knox County Law Director Date

KNOX COUNTY, TENNESSEE

TIM BURCHETT Date
KNOX COUNTY MAYOR

AGENDA COMMITTEE MEETING

29.

Meeting Date: 12/07/2016
Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an application and receipt of funds for a Scholastic Reading Club grant for Halls Middle School's library in the amount of \$3,000.00.
(Schools)

Attachments

Grant Information

Scholastic Reading Club

Join James Patterson and Scholastic Reading Club to SAVE SCHOOL LIBRARIES!



James Patterson Pledges
1.75 Million Dollars

Libraries are the heart of the school, and the response from educators and parents alike to the first Great Library Pledge showed that there is much more needed to save them. That's why I'm back with a new \$1.75 million pledge to save school libraries across the country.

James Patterson [Read More](#)



Scholastic Reading Club Pledges
1.75 Million Bonus Points

It is truly inspiring to find a partner as focused and committed to reading and literacy as James Patterson. Scholastic Reading Club is thrilled to support his work to transform school libraries so that all children will have safe spaces surrounded by books.

Judy Newman [Read More](#)

APPLY FOR A GRANT TO HELP YOUR SCHOOL

BUILD SUPPORT IN YOUR COMMUNITY

SEE WHAT OTHER PEOPLE ARE DOING TO HELP

The Application Period Is Now Closed. Thanks for Supporting School Libraries!

About Scholastic

- About Us
- Social Responsibility
- Media Room
- Investor Relations
- International
- Careers

Our Website

- Teachers
- Parents
- The Slacks (Ages 8-12)
- Family Playground (Ages 3-7)
- Librarians
- Administrators
- Common Core Standards

Need Help?

- Customer Service
- Contact Us
- Site Map

Join Us Online



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Subject: Congratulations! Your school is receiving a Patterson Partnership Grant!

Date: Friday, November 18, 2016 at 12:14:42 PM Eastern Standard Time

From: DONA CLEMENTS

To: LAURA DENTON, THERESA NIXON

Laura, thank you for the reminder!! This is the last day of our book fair and I've been a bit nuts!

Know I have done the tasks in this email and tweeter properly, etc. I will forward images later per their request.

Thanks to you both! Dona

Dona M. Clements
Library Media Specialist
Halls Middle School
865.922.7494
Email: dona.clements@knoxschools.org

"So shines a good deed in a weary world." - Willy Wonka

"Google can bring you back 100,000 answers, a librarian can bring you back the right one." - Neil Gaiman

From: Howie, Betsy <BHowie2@Scholastic.com>
Sent: Tuesday, October 25, 2016 1:20 PM
To: DONA CLEMENTS
Subject: Congratulations! Your school is receiving a Patterson Partnership Grant!

Dear Dona Clements,

On behalf of Scholastic Reading Club and James Patterson, thank you for the application you submitted on behalf of Halls Middle School's library.

This year we received thousands of applications in response to James Patterson's \$1.75 Million Pledge to School Libraries! The quality of this year's applications speaks highly of the teachers, parents, and administrators working hard to instill a love of books and reading in students across this country.

It is our pleasure to inform you that your school library has received a \$3000 grant. Congratulations!

So we can begin to process your grant, **please respond to this email with the following information WITH YOUR SCHOOL NAME IN THE SUBJECT LINE OF YOUR EMAIL:**

1. Confirm your **School Principal's name**
2. Confirm your **School Principal's email**
3. Provide the **Payee** for the check (i.e. "pay to the order of:")
4. Provide your school's **9-digit Federal Tax ID**
5. Confirm your **school's mailing address**

Checks will be mailed to the attention of your School Principal (Jessica Smith) at your school's mailing address. **We recommend forwarding this email to your School Principal.**

The matching **Scholastic Bonus Points** will be awarded to the teacher nominated in your application (Jennifer Smiddy). Points will be deposited into his or her **Scholastic Reading Club account**.

Please treat this note as confidential. You will be hearing from our office with information regarding a press announcement which is scheduled for mid-November. Thank you for your patience and excitement!

If you have any questions, please feel free to email me at pattersonpartnership@scholastic.com

Congratulations again,

Hannah Sherman

Patterson Partnership

Scholastic Reading Club

pattersonpartnership@scholastic.com

Knox County Schools

Fiscal Note

Description of the agenda item (include whether this is a school, district, or state initiative):

This is a school grant for Halls Middle School. They won a \$3000 grant from Scholastic Reading Club.

Cost of the Item:

\$3000 grant

Description and type of funding source:

The funds are from Scholastic Reading Club and will be gifted directly to Halls Middle School.

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, as reflected in its minutes, and certified by its Chairperson.

BOARD CHAIR – Signature

Date: _____

BOARD CHAIR – Printed Name

KNOX COUNTY GOVERNMENT

MAYOR – Signature

Date: _____

MAYOR – Printed Name

KNOX COUNTY LAW DIRECTOR

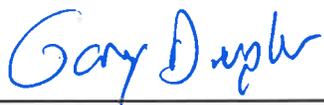
CONTRACT NO. 16-658
APPROVED AS TO LEGAL FORM



DEPUTY LAW DIRECTOR – Signature

Date: 11/22/16

KNOX COUNTY, TENNESSEE



DEPUTY LAW DIRECTOR – Printed Name

VENDOR

AUTHORIZED SIGNATURE

COMPANY NAME (VENDOR)

Date: _____

AGENDA COMMITTEE MEETING

30.

Meeting Date: 12/07/2016
Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Power School Group, LLC to allow individual schools to purchase an assessment management tool as needed for the term of January 1, 2017 through December 31, 2017 which may be extended for an additional four (4) years, one (1) year at a time, for a total of five (5) years.
(Schools)

Attachments

Contract

Knox County Government

and

Power School Group LLC

This Contract, made and entered into by and between Knox County Government, hereinafter referred to as “County” and Power School Group LLC, hereinafter referred to as “Contractor”.

Whereas, County requested proposals for an Assessment Management Tool for Knox County Schools (Request for Proposals #2436) and;

Whereas, Vendor submitted a proposal in accordance with said requested specifications, the response of which is the most responsible and responsive proposal meeting specifications accepted by County;

Whereas, Vendor agrees and undertakes to provide said services for 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;

Witnesseth:

- 1. Terms of this Contract.** This Contract commences on the 1st day of January 2017 and ends the 31st day of December 2017. Upon the mutual agreement of the vendor and Knox County, the award may be extended for an additional four (4) years, one (1) year at a time for a total of five (5) years upon the mutual assent of Knox County and Contractor, unless terminated in conformity with the terms and conditions of this Contract as contained in paragraphs 3 and 24. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 2. Acceptance.** Contractor will work directly with County to ensure the Licensed Product is implemented in accordance with the specifications in Contractor’s Response to the RFP.
- 3. Additions or Deletions of Goods.** Knox County reserves the right to add or delete goods or services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 4. Appropriations.** In the event no funds are appropriated by County for an Assessment Management Tool 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.

Non-Collusion Affidavit

State of California

County of Sacramento

Mark Oldemeyer, being first duly sworn, deposes and says that:

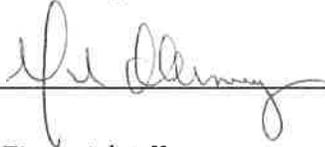
(1) He/she is the Chief Financial Officer of PowerSchool Group LLC, the firm that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Knox County or any person interested in the proposed contract or agreement; and

(5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(6) Signed 

Title Chief Financial Officer

Subscribed and sworn to before me this 9th day of September, 2016.

Lisa Schaefer

Notary Public

Title

- See Attached -

My Commission expires April 11, 2019

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

Subscribed and sworn to (or affirmed) before me on this _____
day of _____, 20____, by _____

_____ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature

L. Schaefer, Notary Public

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with proposal by proposer)

I, Mark Oldemeyer, CFO, president or other principal

Officer of PowerSchool Group 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 proposal 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.

[Signature]
President or Principal Officer

For: PowerSchool Group LLC
Name of Company

STATE OF TENNESSEE }
COUNTY OF }

Subscribed and sworn before me by Mark Oldemeyer,

President or principal officer of PowerSchool Group LLC,

On this 9th day of September 2 016.

[Signature]
Notary Public

My Commission expires: April 11, 2019

see attached -

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento

Subscribed and sworn to (or affirmed) before me on this 9th
day of September, 2016, by Mark Oldemeyer

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



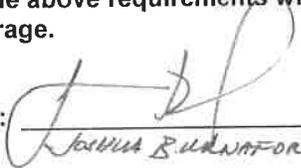
(Seal)

Signature

L. Schaefer, Notary Public

- 22. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto.
- 23. Certificate of Insurance shall show the Request for Proposal number and title.
- 24. Other insurance required _____.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Provider named below has advised the Provider of required coverage.

Agency Name: LOUKTON INSURANCE Authorizing Signature: 
BROKERS, LLC JOSHUA B. WHITFORD

Provider's Statement and Certification: If awarded the contract, I will comply with the contract insurance requirements.

Provider Name: PowerSchool Group LLC Authorizing Signature: 
(Mark Oldemeyer, CFO for PowerSchool Group LLC)



CERTIFICATE OF LIABILITY INSURANCE

6/1/2017

DATE (MM/DD/YYYY)

9/7/2016

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 Insurance Brokers, LLC CA License #OF15767 Two Embarcadero Center, Suite 1700 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		
INSURED 1418300 POWERSCHOOL 10911 White Rock Road, Suite 200 Rancho Cordova CA 95670	INSURER A: National Fire Insurance Co of Hartford		NAIC # 20478
	INSURER B: The Continental Insurance Company		35289
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES POWSC01 **CERTIFICATE NUMBER:** 14249016 **REVISION NUMBER:** XXXXXXXX

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	6020207574	6/1/2016	6/1/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	\$ XXXXXXXX
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	N	6020207560	6/1/2016	6/1/2017	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6020207588(AOS) 6020207557(CA)	6/1/2016 6/1/2016	6/1/2017 6/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Proposal Number 2436; Assessment Management Tool RFP. AM Best Rating (Insurer A, B): A XV. Knox County Procurement Division is included as Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER 14249016 Knox County Procurement Division 1000 North Central Street Suite 100 Knoxville TN 37917	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 REPR:
-------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

CNA Technology General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS

1. Additional Insureds
2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3. Bodily Injury – Expanded Definition
4. Broad Knowledge of Occurrence/ Notice of Occurrence
5. Broad Named Insured
6. Estates, Legal Representatives and Spouses
7. Expected Or Intended Injury – Exception for Reasonable Force
8. In Rem Actions
9. Incidental Health Care Malpractice Coverage
10. Joint Ventures/Partnership/Limited Liability Companies
11. Legal Liability – Damage To Premises
12. Medical Payments
13. Non-owned Aircraft Coverage
14. Non-owned Watercraft
15. Personal And Advertising Injury – Discrimination or Humiliation
16. Personal And Advertising Injury - Limited Contractual Liability
17. Property Damage - Elevators
18. Supplementary Payments
19. Property Damage – Patterns, Molds and Dies
20. Unintentional Failure To Disclose Hazards
21. Waiver of Subrogation – Blanket

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**, for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

- a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- b. the construction, erection, or removal of elevators; or
- c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

- a. the **Named Insured's** acts or omissions; or
- b. the acts or omissions of those acting on the **Named Insured's** behalf, in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

- a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
- b. any express warranty unauthorized by the **Named Insured**;
- c. any physical or chemical change in any product made intentionally by such person or organization;
- d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
- g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
- h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

3. This Paragraph **J.** also does not apply:

- a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
- b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

c. if **bodily injury or property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury, property damage or personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor

2. for **bodily injury or property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:

a. this **Coverage Part** provides such coverage;

b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage;
and

c. the **bodily injury or property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**, qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage**

Part.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:
This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi *in rem* action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or

volunteer workers in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

• the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;
when such **bodily injury** arises out of a **health care incident**.

• the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date,

and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;

b. the **bodily injury or property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph (6) of the **Damage to Property** exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C. **LIMITS OF INSURANCE** is amended to delete Paragraph 6. (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and

b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$500,000. unless a different Damage to Premises Rented to You Limit is shown in the Declarations.

D. The **Other Insurance** Condition is amended to delete Paragraph b.(1)(a)(ii), and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily

occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision 11. does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: @@@@; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

- (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident;
and
This Paragraph B. does not apply to medical expenses incurred in the state of Missouri.

13. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph e.(2) of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages for personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and

B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs (3) and (4) of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and this limit:

A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and

B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

5. Prohibition against assignment and delegation. 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. Notwithstanding the foregoing, Contractor may assign, transfer, convey, or otherwise dispose of its rights hereunder without prior written consent in the event of a sale, merger, acquisition and/or transfer of control of all or substantially all assets related to this Agreement”

6. Books and records. Contractor shall maintain all contracts, invoices, and statements 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 three (3) years from the date of the final payment under the Contract for inspection by 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.

7. Changes after Award. It is possible that after award, Knox County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional costs arise, Knox County reserves the right to consider accepting these charges provided the proposer can document the increased costs. Knox County also reserves the right to accept proposed service changes from the proposer if they will lower the cost to Knox County and/or provide improved service. Any change to the services to be performed under this agreement require the written mutual agreement and/or assent of Knox County and Contractor.

8. Compliance with all federal, state, and municipal laws. Contractor represents that it is 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 Assessment Management Tool, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

9. 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. Sections 1.19 PROOF OF FINANCIAL AND BUSINESS CAPABILITY, 2.3 ASSIGNMENT, 2.4 BOOKS AND RECORDS, 2.8 DEFAULT, 2.11 INDEMNIFICATION – HOLD HARMLESS, 2.13 INSPECTION AND ACCEPTANCE, 2.17 REMEDIES, 2.21 TERMINATION, 2.2 WARRANTY, 3.2, ACCEPTANCE, 3.5 CHANGES AFTER AWARD, and 3.7 CONTRACT EXECUTION of Request for Proposals #2436 are hereby superseded by the terms of this Contract and shall not apply.

- A. Contractor’s Licensed Product and Services Agreement
- B. Request for Proposals #2436 + Addendum I
- C. Contractor’s Response to Request for Proposals #2436 + Addendum I
- D. Contractor’s Certificate of Insurance

10. Contract Execution. The award of this Proposal will result in a Contract between Knox County and the successful Contractor. The Contract must be voted on and approved by the Board of Education and by the Knox County Commission. The successful Contractor may be required to be present at the meetings to answer questions relating to services to be performed. The Knox County Procurement Division will give adequate notification if the Vendor will need to attend a meeting. There shall be no cost to Knox County or KCS for attendance at this meeting.

11. 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, and after receiving notice of such failure and a thirty (30) day period to cure Contractor remains noncompliant, 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 solicitation.

12. Delivery. Contractor shall render the Assessment Management Tool and the related services for Knox County Schools in accordance with Request for Proposal #2436.

13. Independent contractor. Contractor and its employees shall serve as independent contractors and the County shall not be in any manner responsible for any payment, insurance, or incurred liability.

14. 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. In any event, in respect of any claim, demand or action arising out of this agreement, Knox County shall be limited to receiving actual and direct damages in a maximum aggregate amount equal to one million dollars (\$1,000,000).

15. Inspection and Acceptance. Contractor warrants that the Licensed Product will perform according to the specifications provided by Contractor in its response to Knox County's Request for Proposals and assumes the costs associated with nonconformance with such specifications. 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.

16. Invoicing and reporting requirements. Contractor shall invoice Knox County Schools for the Assessment Management Tool pursuant to Request for Proposals #2436:

**Knox County Schools
912 Gay Street, 12th Floor
Knoxville, TN 37902
Attention: Director of Educational Technology & Library Services**

17. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages.

18. 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.

19. Payment. Subject to County's review and approval of all invoices for work performed, County shall pay Contractor the amount as agreed upon in County's Request for Proposals #2436 for the Assessment Management Tool services pursuant to the following schedule:

***Refer to Contractor's response to Request for Proposals #2436, Assessment Management Tool under Part VI, Cost.**

Contractor shall not begin performance unless and until having received written notification to proceed from the County. The Contractor shall pursue all work diligently and in workman like manner until completion as directed by the County.

20. Proof of Financial and Business Capability. Proposers must, upon request, furnish all statements, invoices, and agreements related to this Contract, directly and indirectly if necessary, as evidence of the Proposer's ability to fulfill all obligations of the Contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the Proposer's ability.

21. Remedies. Knox County reserves its right to a trial as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract.

22. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed. Contractor shall cooperate fully with any such inspection.

23. 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.

24. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its 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 Purchasing Division.

25. Termination. County may terminate this Contract with or without cause, upon written notice of not less than thirty (60) days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of County.

26. Warranty. Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, Proposal and/or other descriptions furnished in Contractor's response to Knox County's Request for Proposals and/or incorporated by reference by mutual agreement of parties.

27. 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.

It is agreed that this Contract, represents the **entire Contract** between the parties and no prior or contemporaneous 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 first above written.

KNOX COUNTY BOARD OF EDUCATION

BOARD CHAIR - Signature

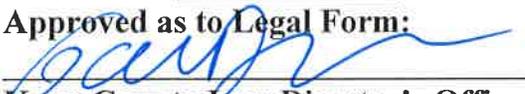
BOARD CHAIR - Printed Name

Knox County Government

Power School Group LLC

by: _____
Tim Burchett
Knox County Mayor

by: _____
Name: _____
Title: _____

Contract #: 16-651
Approved as to Legal Form:


Knox County Law Director's Office
Deputy Gary Dupler

11/22/16

Date

Contractor's Licensed Product and Services
Agreement



IMPORTANT: DO NOT ALLOW LICENSED PRODUCT (AS DEFINED BELOW) TO BE INSTALLED OR USED WITHOUT READING THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE NOT WILLING TO ACCEPT THESE TERMS AND CONDITIONS, YOU MUST RETURN THE LICENSED PRODUCT TO POWERSCHOOL WITHIN TEN (10) DAYS OF RECEIPT. BY INSTALLING AND USING THE LICENSED PRODUCT AS PERMITTED BY THIS LICENSE OR ORDERING SERVICES (AS DEFINED BELOW), YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

LICENSED PRODUCT AND SERVICES AGREEMENT

Last updated as of August 2, 2016

1. **DEFINITIONS.** PowerSchool Group LLC, the licensor of Licensed Product pursuant to this Agreement, is referred to herein as "PowerSchool." The school, school district or other entity licensing Licensed Product is referred to herein as "Licensee." This Licensed Product and Services Agreement is referred to herein as the "Agreement." In addition, the following definitions shall apply:

1.1 **Documentation** means all written user information, whether in electronic, printed or other format, delivered or made available to Licensee by PowerSchool with respect to Licensed Product, now or in the future, including instructions, manuals, training materials, and other publications that contain, describe, explain or otherwise relate to Licensed Product.

1.2 **Embedded Applications** means software developed by third parties that may be embedded in or bundled with the software developed by PowerSchool as part of Licensed Product.

1.3 **Hosting Services** means the hosting of the Licensee's license to the Licensed Product and Third Party Software by PowerSchool or its hosting providers from a server farm that is comprised of application, data and remote access servers used to store and run the Licensed Product and Third Party Software, including associated offline components.

1.4 **Licensed Product(s)** means all software (including Embedded Applications) and subsequent versions provided under Support Services and all related Documentation licensed to Licensee pursuant to this Agreement, now or in the future; provided, however, that Licensed Product shall not include any Third Party Software.

1.5 **Licensed Sites** means Licensee's schools, administrative offices, and other locations at which Licensee conducts its school administrative functions.

1.6 **Professional Services** means data conversion, implementation, site planning, configuration, integration and deployment of the Licensed Products or Hosting Services, application development, training, project management and other consulting services.

1.7 **Support Services** is defined in section 3.1. of the Support and Services Policies attached hereto.

1.8 **Services** means Support Services, Hosting Services and Professional Services collectively.

1.9 **State Reporting Code (or SRC)** means Licensed Product that may be available to Licensee to assist Licensee in meeting specific state reporting requirements and that is designated as State Reporting Code by PowerSchool.

1.10 **Third Party Software** means any software product designated as Third Party Software by PowerSchool, and any related documentation supplied to Licensee. Any product designated as Third Party Software is licensed by an entity other than PowerSchool, under different license terms than those set forth herein. Third Party Software is different from Embedded Applications in that PowerSchool licenses the Embedded Applications to Licensee as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). PowerSchool is not the licensor of Third Party Software.

LICENSE GRANT

2.1 **Basic Terms.** Subject to the terms and conditions of this Agreement and the Privacy Policy located at <http://www.powerschool.com/customer-contract-privacy-policy>, PowerSchool grants to Licensee a restricted, personal, non-exclusive, non-transferable license to use the

Licensed Product specified in the PowerSchool's quotation or acceptance of License purchase order solely to support its school administrative functions, only at the Licensed Sites, not to exceed the maximum student enrollment as set forth in Section 1 of the Supplemental Terms and Conditions. Such license shall be perpetual, unless it is specified in PowerSchool's price quotation or proposal to Licensee that Licensee's license will be limited to a specified length of time, or unless this license is terminated under the provisions of this Agreement. In no event may Licensed Product be: (a) used other than at the Licensed Sites; (b) made available via a network or otherwise to any school, school district or third party other than the Licensed Sites; or (c) used to perform service bureau functions for third parties or to process or manage data for locations other than the Licensed Sites. Licensed Product will be provided by PowerSchool and may be used by Licensee in executable code form only; source code to Licensed Product will not be provided. Licensed Product shall only be used as expressly authorized by this Agreement.

2.2 **Copies.** Licensee shall not make copies of, otherwise reproduce, or allow any unauthorized and/or third-party access to any Licensed Product, except that: (a) Licensee may make copies of the software component of any Licensed Product, in executable code form, only for backup or archival purposes; and (b) Licensee may make unlimited printed copies for Licensee's internal use of any Documentation delivered by PowerSchool to Licensee. Licensee shall retain and include all of PowerSchool's or any third parties' copyright and other proprietary rights notices on all copies of Licensed Product. Licensee shall not otherwise reproduce Licensed Product.

2.3 **Supplemental Terms and Conditions.** The product-specific terms and conditions set forth in the Supplemental Terms and Conditions attached hereto are incorporated herein by reference. These additional terms and conditions are applicable to the extent that Licensee licenses any of the specific products or modules listed therein.

3. PROPRIETARY RIGHTS

3.1 **Restrictions on Use of the Licensed Product and Services.**

Licensee shall use the Licensed Products and Services only for the internal business purposes of Licensee. Licensee shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Licensed Products or Services; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Licensed Products or Services, in whole or in part, for competitive purposes or otherwise; (iii) write or develop any derivative works based upon the Licensed Product or Services; (iv) modify, adapt, translate or otherwise make any changes to the Licensed Products or Services or any part thereof; (v) use the Licensed Products or Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vi) disclose or publish, without PowerSchool prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Licensed Products or Services; or (viii) otherwise use or copy the same except as expressly permitted herein. Licensee shall not transfer, assign, provide or otherwise make Licensed Products, Services or this Agreement available to any other party without the prior written consent of PowerSchool. Any attempted sublicense, assignment or transfer of any rights, duties or obligations by Licensee in violation of this Agreement shall be void. Licensee shall hold PowerSchool harmless from claims for damages resulting from Licensee's misuse of the

Licensed Products and Services, including PowerSchool's intellectual property.

3.2 **Intellectual Property Rights.** Licensed Product is proprietary to PowerSchool and/or third parties and is protected by copyright, trade secret, and other intellectual property rights. The placement of a copyright notice on any portion of Licensed Product does not mean that such portion has been published and will not derogate any claim of trade secret protection for the same. Title to all complete or partial copies, and all applicable rights to copyrights, patents, trademarks and trade secrets in Licensed Product, are and shall remain the property of PowerSchool or their other owners, as applicable.

3.3 **Confidentiality.** Licensee agrees to keep Licensed Product confidential and to prevent unauthorized disclosure or use of Licensed Product in Licensee's possession. Licensee shall notify PowerSchool immediately in writing of any unauthorized use or distribution of Licensed Product of which Licensee becomes aware and shall take all steps necessary to ensure that such unauthorized use or distribution is terminated. For any Licensed Product for which PowerSchool makes available passwords or other user identification technology to access such Licensed Product, Licensee shall advise all users of such passwords or other user identifications that such passwords or user identifications must be maintained in confidence and not transmitted or shared.

4. **SUPPORT AND OTHER SERVICES.** Any Support and/or Professional Services and/or Hosting Services ordered from PowerSchool by Licensee in connection with the license of Licensed Product shall be provided by PowerSchool pursuant to PowerSchool's terms, conditions and policies applicable at the time of order to the particular Services purchased. PowerSchool's current terms, conditions and policies for delivery of Support and Services, which are subject to change from time to time, are attached hereto as the Support and Services Policies. Licensee's license of Licensed Product does not, by itself, entitle Licensee to any support, upgrades, patches, fixes or the like for Licensed Product; Licensee must maintain a current Support subscription and pay any applicable Support fees to be eligible for Support Services. Support Services must be purchased for all licenses in Licensee's possession. Support may not be purchased or renewed for a subset of such licenses only. Support Services may not be used as a substitute for Professional Services.

5. **FEES AND TAXES.** Licensee agrees to pay PowerSchool, in accordance with PowerSchool's invoice terms, the fees charged for the Licensed Products and related Services and/or other items ordered by Licensee, together with any other charges made in accordance with this Agreement, and all applicable sales, use or other taxes or duties, however designated, except for taxes based on PowerSchool's net income. Licensee agrees to also pay for PowerSchool's reasonable travel and lodging expenses for Services performed at Licensee's premises, at actual cost. If Licensee claims tax exempt status, Licensee agrees to provide evidence of such tax exemption upon PowerSchool's request. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Licensee shall be responsible for any and all taxes and assessments that arise from this Agreement and related transactions (except for taxes based upon PowerSchool's net income). Licensee shall pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate. All pricing set forth in any PowerSchool quotation or invoice is in United States dollars unless otherwise specified.

6. **THIRD PARTY SOFTWARE LICENSE TERMS; EMBEDDED APPLICATIONS; OPEN SOURCE SOFTWARE.** Any software designated by PowerSchool as Third Party Software is provided to Licensee pursuant to a separate license agreement between Licensee and the third party supplier, which will be provided to Licensee by the third party supplier. All support, warranties, and services related to Third Party Software are provided by the supplier of the Third Party Software under such third party's terms and conditions, and not by PowerSchool, unless otherwise specifically provided under this Agreement. Only Sections 5, 6, 9 and 12 of this Agreement apply to Third Party Software and any related support and services set forth in this Agreement. In addition, Licensed Product may contain Embedded Applications. If any additional license terms are identified in the Supplemental Terms and Conditions with respect to any Embedded Applications, Licensee shall

comply with such conditions with respect to such applications. Certain Embedded Applications may also be subject to "open source" licensing terms. In some cases, the open source licensing terms may conflict with portions of this Agreement, and to the extent of any such conflict, the open source licensing terms shall govern, but only as to the software components subject to those terms. Notwithstanding the foregoing, Licensee acknowledges that if any open source software component is licensed under terms that permit Licensee to modify such component, and if Licensee does so modify such component, then PowerSchool will not be responsible for any incompatibility with such modifications and the remainder of the Licensed Product.

7. **COMPATIBLE PLATFORMS/HARDWARE.** Licensee is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software and other items required to use and access Licensed Product. PowerSchool will not be responsible for any incompatibility between Licensed Product and any versions of operating systems, hardware, browsers or other products not specifically approved by PowerSchool for Licensee's use with Licensed Product. PowerSchool will make written requirements available to Licensee at Licensee's request.

8. **LIMITED MEDIA WARRANTY.** PowerSchool warrants that the media on which Licensed Product is recorded shall be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase. Licensee's exclusive remedy under this Section shall be replacement of the defective media.

9. **DISCLAIMER OF OTHER WARRANTIES. LICENSED PRODUCT AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (EXCEPT AS PROVIDED IN SECTION 8), AND POWERSCHOOL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, POTENTIAL IMPLEMENTATION DELAYS, AND NON-INFRINGEMENT. POWERSCHOOL DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET LICENSEE'S REQUIREMENT; OR THAT THE OPERATION OF THE LICENSED PRODUCT OR HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, POWERSCHOOL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE LICENSED PRODUCT OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. LICENSEE AGREES THAT THE USE OF LICENSED PRODUCT AND SERVICES IS AT LICENSEE'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY POWERSCHOOL OR A POWERSCHOOL REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO LICENSEE.**

10. **STATE REPORTING CODE.** Unless PowerSchool specifically offers SRC for Licensee's state, PowerSchool makes no representation that Licensed Product includes any SRC designed to meet the reporting requirements of Licensee's state. If PowerSchool does offer SRC for Licensee's state, Licensee acknowledges that the SRC is intended as a tool to assist Licensee in complying with state regulatory requirements; however, PowerSchool does not warrant that the SRC conforms to, or that use of the SRC will ensure Licensee's compliance with, all state regulatory requirements that may apply or that the SRC will be maintained to conform to such requirements now or in the future. It is Licensee's, and not PowerSchool's, responsibility to understand and comply with all such requirements.

11. **TERMINATION**

11.1 **Termination for Breach.** PowerSchool shall have the right to suspend performance under this Agreement in the event that Licensee is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event

the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that PowerSchool shall have the right to terminate this Agreement immediately upon written notice in the event that Licensee breaches any of its obligations under Section 3. Licensee further acknowledges that, as breach of the provisions of Section 3 could result in irreparable injury to PowerSchool, PowerSchool shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

11.2 Effects of Termination. In the event of any termination of all or any portion of this Agreement, Licensee shall not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. In addition, the provisions of Sections 3, 5, 6, 9, 11, 12 and 13 shall survive termination of this Agreement. Immediately upon any termination of a license for any Licensed Product under this Agreement, Licensee shall, at its own expense, either return to PowerSchool or destroy all copies of such Licensed Product and associated Third Party Software in its possession or control, and shall forward written certification to PowerSchool that all such copies of such Licensed Product and Third Party Software have either been destroyed or returned to PowerSchool.

11.3 Liquidated Damages. In the event that Licensee enters into a multi-year contract with PowerSchool and Licensee terminates the contract or any portion thereof, Licensee agrees to pay PowerSchool the remaining sum due to PowerSchool through the stated term of the contract as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Licensee terminates this Agreement as a result of PowerSchool's breach in accordance with Subsection 11.1 herein. Notwithstanding the foregoing, Licensee shall not be liable for said liquidated damages in the event that: (i) Licensee provides PowerSchool at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Licensee's contract. Licensee shall not utilize this clause as a right to terminate the contract for convenience. PowerSchool reserves the right to seek documentation evidencing the non-appropriation of funds.

12. LIMITATION OF LIABILITY. POWERSCHOOL SHALL NOT BE LIABLE TO LICENSEE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, LICENSED PRODUCT, THIRD PARTY SOFTWARE, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF POWERSCHOOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, LICENSEE SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY LICENSEE TO POWERSCHOOL HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF POWERSCHOOL RELATING TO SUPPORT SERVICES OR HOSTING SERVICES EXCEED THE TOTAL AMOUNT OF MONEY PAID BY LICENSEE TO POWERSCHOOL DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO THE PARTICULAR SUPPORT SERVICES OR HOSTING SERVICES ON WHICH THE CLAIM IS BASED.

13. GENERAL

13.1 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. This Agreement shall not be subject to the Uniform Computer Information Transactions Act.

13.2 Compliance Verification. During the term of the Agreement and for a period of one year following its termination, PowerSchool shall have the right to verify Licensee's full compliance with the terms and requirements of the Agreement. Licensee shall (A) provide any assistance

reasonably requested by PowerSchool or its designee in conducting any such audit, including installing and operating audit software, (B) make requested personnel, records, and information available to PowerSchool or its designee, and (C) in all cases, provide such assistance, personnel, records, systems access and information in an expeditious manner to facilitate the timely completion of such compliance verification. If such verification process reveals any noncompliance, Licensee shall reimburse PowerSchool for the reasonable costs and expenses of such verification process incurred by PowerSchool (including but not limited to reasonable attorneys' fees), and Licensee shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of PowerSchool's termination rights and do not affect PowerSchool's right to payment for Services and interest fees related to usage in excess of the quantities purchased.

13.3 General Provisions. Neither party shall be held liable to the other party for failure of performance where such failure is caused by supervening conditions beyond that party's control, including acts of God, civil disturbance, strikes or labor disputes. If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, this Agreement shall be enforced to the maximum extent possible to effectuate the original express intent of the parties. Licensee may bring no action arising out of this Agreement, regardless of form, more than one (1) year after the cause of action has arisen. In the case of notices to PowerSchool, such notices shall be sent to: PowerSchool Group LLC, Attn General Counsel, 150 Parkshore Drive, Folsom, CA 95630. In the case of notices to Licensee, such notices shall be sent to PowerSchool's address of record for Licensee. Either party may change its notice address by notifying the other in like manner. Licensee agrees that the terms of this Agreement, including all pricing for PowerSchool's products and services, shall be kept confidential and not disclosed to any third party without the prior written consent of PowerSchool.

13.4 Facilities. Licensee acknowledges that certain Services are intended to be performed by PowerSchool off-site (e.g., through remote communication capabilities). If any portion of the work will be performed on Licensee's premises, Licensee agrees to provide appropriate access to utilities, work space and other on-site accommodations reasonably necessary to enable PowerSchool to perform such work.

13.5 Confidentiality. PowerSchool agrees to use commercially reasonable efforts to maintain the confidentiality of Licensee confidential information that is disclosed to PowerSchool in connection with the performance of services, and to use such Licensee confidential information solely for purposes of performing services hereunder. PowerSchool shall require its employees, agents and subcontractors performing work hereunder to do likewise. For purposes of this Section, "Licensee confidential information" shall mean any student or personnel data belonging to Licensee, or any other Licensee information or data labeled or identified as confidential at the time of disclosure, provided, however, that this definition and the obligations of this Section shall not extend to any information that: (a) is or becomes publicly known through no fault or negligence of PowerSchool; (b) is or becomes lawfully available from a third party without restriction; (c) is independently developed by PowerSchool; or (d) is disclosed without restriction by Licensee to any third party at any time.

13.6 Limited License. Licensee grants to PowerSchool a non-exclusive, royalty free license, to use equipment, software, Licensee data or other material of Licensee solely for the purpose of performing its obligations under the Agreement. However, PowerSchool may use and distribute the Licensee data for any lawful purpose outside the scope of the Agreement, provided always that such Data must be aggregated and/or de-identified.

13.7 Export. Without in any way limiting the restrictions on transfer set forth elsewhere in this Agreement, Licensee specifically agrees that Licensee will not, directly or indirectly, export or transfer any export-controlled commodity, technical data or software: (a) in violation of any laws, regulations, rules or other limitations imposed by any government authority; or (b) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals.

13.8 U.S. Government Restricted Rights. Licensed Product is a "commercial item" as that term is defined in 48 C.F.R. §2.101,

consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. §12.212, 48 C.F.R. §227.7202 and 48 C.F.R. §52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government end users acquire Licensed Product only with those rights set forth herein.

13.9 Entire Agreement. This Agreement, inclusive of the Supplemental Terms and Conditions and the Support and Services Policies incorporated herein, or any addendums, amendments, and/or exhibits mutually executed and attached hereto, constitutes the complete

and entire agreement between the parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals and negotiations with respect to same. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Licensee with respect to Licensed Product or any related support or services, and PowerSchool hereby refuses any such different or additional provisions in purchase orders or other documents. By mutual agreement of the parties, this Agreement is effective upon receipt and supersedes all prior Agreements entered into by the parties, the parties' agents, and/or the parties' previous affiliates. This Agreement shall not be modified or amended without the written agreement of both parties.

SUPPLEMENTAL TERMS AND CONDITIONS

1. PRICING; ENROLLMENT INCREASES. License pricing for Licensed Product is based on student enrollment at the Licensed Sites. If an increase in student enrollment in excess of five percent (5%) occurs at the Licensed Sites, then Licensee shall pay additional license fees to PowerSchool in accordance with PowerSchool's invoice. Such additional license fees shall be computed by multiplying the then-current per student license fee for Licensed Product by Licensee's additional enrollment. Licensee's subsequent Support invoices will be based on the increased enrollment as well.

2. TERMS RELATING TO EMBEDDED APPLICATIONS

2.1 Oracle. The following terms are applicable to a certain Embedded Application known as Oracle Database Enterprise Edition (the "Oracle Software"):

- (a) The Oracle Software may only be used in conjunction with the Licensed Product and solely for Licensee's internal business purposes.
- (b) Oracle USA, Inc. ("Oracle") shall have no liability whatsoever to Licensee for any damages, whether direct, indirect, incidental, or consequential arising from Licensee's use of Licensed Product or the Oracle Software.
- (c) Licensee is prohibited from publishing the results of any benchmark tests run on the Oracle Software.
- (d) Licensee shall be prohibited from timesharing, rental, facility management, or service bureau use of the Oracle Software.
- (e) Licensee's records may be audited, by PowerSchool or Oracle, during normal business hours to verify compliance with the terms of this Agreement.
- (f) Oracle shall be a third party beneficiary of this Agreement.
- (g) Oracle shall have no performance obligation or liability to Licensee in connection with this Agreement.
- (h) Should the Oracle Software contain any source code provided by Oracle, such source code shall be governed by the terms of this Agreement.

2.2 GPL Software. Certain Embedded Applications included with the Licensed Product may be free software licensed under the terms of the GNU General Public License (GPL). Licensee may obtain a complete machine-readable copy of the source code for such free software under the terms of the GPL, without charge except for the cost of media, shipping, and handling, upon written request to PowerSchool. The GPL software is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY, including even the implied warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. A complete copy of the GPL is included within the Licensed Product.

3. HARDWARE. If, in conjunction with Licensee's licensure of Licensed Product, Licensee is purchasing any hardware through PowerSchool, Licensee acknowledges that such hardware purchase is being facilitated by PowerSchool as an accommodation to Licensee only. The warranties on any hardware not manufactured by PowerSchool will be limited to those provided by the manufacturers of such hardware and/or the vendors through which such hardware is being supplied. PowerSchool will pass through any manufacturer's or other vendor's warranty to the extent permitted by the manufacturer or other vendor, as applicable. Licensee agrees to look solely to the applicable manufacturer or other vendor, and not to PowerSchool, to fulfill any such warranties and any maintenance, repair, support, or other service obligations related to such hardware. Unless otherwise specifically agreed to in writing by PowerSchool, PowerSchool does not provide support for any of the hardware or third party software being purchased by Licensee through PowerSchool. Any requests for such support should be directed to the applicable hardware or software manufacturer. Licensee further agrees that any claims related to any such hardware, whether for breach of warranty or otherwise, must be made directly against the applicable manufacturer or other vendor, and not against PowerSchool, and that PowerSchool shall have no liability whatsoever in connection with such claims.

SUPPORT AND SERVICES POLICIES

I. SUPPORT SERVICES

1. Definitions. Capitalized terms not defined herein shall have the meanings assigned to them in the applicable Licensed Product Agreement ("Agreement") between Licensee and PowerSchool to which these Support and Services Policies ("Policies") are attached. In addition, for purposes of these Policies, the following definitions shall apply:

Errors shall mean a reproducible failure of Licensed Product to operate in accordance with its standard Documentation, despite the proper installation and use of Licensed Product in a proper operating environment and on hardware and system software sufficient to meet PowerSchool's then-current minimum requirements, which are subject to change as New Versions are released. User mistakes are not Errors within the meaning of these Policies. Errors may be due to problems in Licensed Product, the Documentation, or both.

Fix shall mean a patch, service pack or corrective update of Licensed Product that PowerSchool may prepare in its discretion on an interim basis, prior to issuance of a New Version, to correct programming Errors that prevent or obstruct normal operation of Licensed Product in accordance with the applicable then-current Documentation.

New Products shall mean new products, programs or modules developed by PowerSchool that provide features, functions or applications not included in the Licensed Product originally licensed by Licensee and for which additional license fees apply as determined by PowerSchool. A New Product may be usable with or in addition to the Licensed Product originally licensed by Licensee. New Products will be licensed to Licensee under the terms of PowerSchool's then-current license agreement only after payment of applicable fees.

New Version shall mean an updated version of Licensed Product issued by PowerSchool, which may include Fixes, together with such other modifications, updates, enhancements and improvements to Licensed Product that PowerSchool may, in its discretion, develop and deem ready for distribution and that PowerSchool standardly provides to all customers with a current support subscription to such Licensed Product.

Support Services shall mean those support services described in Section 3.1 below that will be provided hereunder with respect to Licensed Product during Licensee's Support Term.

Support Term shall mean the length of time Support Services are to be provided hereunder and for which Licensee has paid any applicable

Support Services fees, including any initial Support Term and any renewal Support Terms.

Telephone and E-mail Support shall mean telephone and e-mail support services, available Monday through Friday, during PowerSchool's normal business hours, exclusive of PowerSchool's holidays, regarding Licensee's use of Licensed Product and any problems that Licensee experiences in using Licensed Product.

2. **Support Term; Fees.** Support Services for Licensed Product are available at an additional cost. For Support Services purchased concurrently with Licensee's license to Licensed Product, Licensee's initial Support Term will begin upon shipment of Licensed Product (or, in the case of Licensed Product made available for download electronically, upon PowerSchool's provision of the necessary licensing information to enable Licensee to download Licensed Product) and terminate one (1) year thereafter, unless a different Support Term is specified in PowerSchool's written acknowledgment of Licensee's order, or unless terminated earlier in accordance with the terms of these Policies or the Agreement. Either party may terminate the provision of Support Services as of the end of the then-current Support Term by providing written notice to the other party prior to the end of the then-current Support Term that such party does not wish to renew the Support Term. Licensee shall provide written notice of non-renewal at least thirty (30) days prior to the applicable Support Term. If no notice of non-renewal is given by either party, the Support Term will automatically renew for the applicable renewal term stated on PowerSchool's renewal invoice at the then current Support fees; otherwise, Licensee's Support Term will terminate at the end of Licensee's current paid-up Support Term. If Licensee's Support Term is so terminated due to non-payment, and then PowerSchool subsequently reinstates Licensee's access to support, such reinstated access shall remain subject to the terms of these Policies and payment of applicable reinstatement fees. PowerSchool reserves the right to charge reinstatement fees in the event deactivated licenses are reactivated. For the initial Support Term, Licensee shall pay the charges specified in PowerSchool's initial invoice. For renewal Support Terms, Licensee shall pay PowerSchool's then-current annual Support Services fees. PowerSchool may supply new or modified Support and Services Policies or other terms and conditions to Licensee related to the provision of Support Services in a renewal term, in which event such new or modified Support and Services Policies or other terms and conditions will govern PowerSchool's provision of Support Services in such renewal term.

3. **Support Services Scope.** PowerSchool, or an entity under contract with and authorized by PowerSchool to provide Support Services, will provide Support Services for Licensed Product during the Support Term. The scope of Support Services shall be as follows:

3.1 **Support.** Support Services shall include: (a) Telephone and E-mail Support; (b) access to an online support website, as maintained by PowerSchool for customers maintaining a current support subscription; (c) Fixes, as developed and made generally available by PowerSchool in its discretion to address Errors that Licensee is experiencing in using Licensed Product; and (d) New Versions, as developed and made generally available by PowerSchool. Support Services do not include New Products. PowerSchool determines, in its sole discretion, what constitutes a New Product (for which additional license fees apply), and what improvements and enhancements to existing Licensed Product functionality are to be included in a New Version (and are therefore provided at no charge to customers with a current support subscription).

3.2 **Custom Programs.** For any custom programs developed for Licensee by PowerSchool, Support Services are available only on a time and materials basis at PowerSchool's current rates and charges for these services; support for custom programs is not included in Support Services. In addition, to the extent that Licensed Product includes any functionality that allows Licensee to customize screens or reports, PowerSchool will support the application infrastructure utilized to create such customizations but will not be responsible for supporting any such customizations.

3.3 **Requisite Training.** In order to receive Support Services described herein, Licensee must purchase appropriate training regarding the use and operation of Licensed Product. Telephone and E-mail Support may be limited to a specified number of authorized representatives of Licensee who have been appropriately trained.

3.4 **Enhancements to SRC.** PowerSchool may provide certain enhancements to SRC to customers that are current in their payment of annual Support fees for the SRC to PowerSchool. However, PowerSchool reserves the right, in its discretion: (a) to require that additional fees be paid by customers desiring that SRC be updated in connection with new reporting requirements in their state, in the event that such state's education department or equivalent entity makes changes to the state's reporting requirements that were not anticipated at the time PowerSchool determined its applicable Support fees for the SRC in that state; or (b) not to make further changes or enhancements to SRC in a given state based on lack of market demand, the nature and scope of the changes required, or other factors.

4. **Authorized Representatives.** If Licensee has purchased Support Services for the Licensed Product from PowerSchool, then in order to receive such Support Services, Licensee shall identify to PowerSchool up to two (2) people who will contact PowerSchool with any technical and product questions ("Authorized Representatives"). If it is desired that additional Authorized Representatives be permitted to contact PowerSchool for Support, Licensee must pay additional Support fees for such additional Authorized Representatives. All such Authorized Representatives shall complete, at a minimum, PowerSchool's Initial Product Training for the Licensed Product. Licensee shall provide PowerSchool with a written list of its Authorized Representatives as part of the implementation process for the Licensed Product, and shall keep PowerSchool informed of replacements for Authorized Representatives as soon as possible after the replacements occur.

5. **Licensee's Other Responsibilities.** To receive Support Services, Licensee shall: (a) report Errors or suspected Errors for which Support Services are needed, and supply PowerSchool with sufficient information and data to reproduce the Error; (b) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Licensed Product; (c) establish adequate operational back-up provisions in the event of malfunctions or Errors; (d) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Licensed Product; (e) maintain hardware and system software consistent with PowerSchool's minimum requirements; and (f) timely install all Fixes and New Versions supplied by PowerSchool in the proper sequence, and have the most current version of Licensed Product installed. Licensee acknowledges that Fixes and New Versions may be made available electronically, and that, in some cases, PowerSchool may maintain e-mail distribution lists that are used to notify customers of the availability of Fixes and New Versions and to provide other information to customers that are maintaining a current support subscription. Licensee shall be responsible for including the appropriate Licensee personnel on any such e-mail distribution lists of PowerSchool so that Licensee receives such notifications and other information.

6. **Support For Prior Versions.** Licensee must timely install all Fixes and New Versions to receive Support Services. In some cases, it may not be practical for certain customers to install a New Version immediately upon release. Therefore, PowerSchool may, in its discretion, continue to provide Telephone and E-mail Support for the prior version of Licensed Product for a period of time after release of a New Version. Licensee acknowledges that Fixes and other code maintenance will not be available for prior versions of Licensed Product (including SRC) after the release of a New Version.

II. **PROFESSIONAL SERVICES**

1. **Fees and Expenses.** In addition to providing Support Services during the Support Term, PowerSchool will perform such other Professional Services (training, installation, consulting, project management, etc.) as may be specified in PowerSchool's written

acknowledgment of Licensee's order, or as may be subsequently agreed upon by the parties; provided that PowerSchool may, at its option, arrange for any such services to be performed by another entity on behalf of PowerSchool. Licensee agrees to pay for such services at the rates and charges specified in PowerSchool's written acknowledgment of Licensee's order, or, for work subsequently requested, at the rates agreed upon by Licensee and PowerSchool for such subsequent work. PowerSchool reserves the right to require a purchase order or equivalent documentation from Licensee prior to performing any such Services, or to require prepayment of certain Services. Unless otherwise specified, all rates quoted are for services to be performed during PowerSchool's normal business hours; additional charges may apply for evenings, weekends or holidays. Licensee shall also pay PowerSchool for travel expenses (lodging, meals, transportation and other related expenses) incurred in the performance of services. All such additional charges will be due and payable concurrently with payment for services. PowerSchool reserves the right to impose a minimum labor charge for each on-site visit. The rates and charges specified in PowerSchool's acknowledgment of Licensee's order shall apply to those services originally ordered; however, PowerSchool reserves the right to change service rates or other terms as a condition of entering into any subsequent service engagement. In the event that Licensee pays in advance for any services, all services must be scheduled and delivered within twelve (12) months of such payment, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid services amount that has not been used by Licensee toward services actually rendered within such twelve (12) month period shall be forfeited.

2. **Training.** PowerSchool reserves the right to limit the number of persons permitted to attend any training class in accordance with PowerSchool's training standards.

3. **Services Cancellation.** Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee's request.

4. **Ownership Of Materials.** PowerSchool shall be the owner of all copyrights, patent rights and other intellectual property rights in any software code, documentation, reports or other deliverables (collectively, "Deliverables") created for or provided to Licensee pursuant to Professional Services. Provided that Licensee pays PowerSchool all fees and expenses associated with the development and provision of such Deliverables, Licensee shall have a paid-up, royalty-free license to use such Deliverables for Licensee's internal use only, solely for the purpose for which such Deliverables were provided. Nothing in this Agreement shall prevent PowerSchool from providing any Deliverables to PowerSchool's other customers or third parties. Notwithstanding the foregoing, PowerSchool acknowledges and agrees that any Licensee confidential information (as defined in Section 13.5 of these Policies) that is incorporated into any Deliverable remains subject to the provisions of such Section.

III. HOSTING SERVICES

1. **Term; Fees.** Hosting Services are available at an additional cost. For Hosting Services purchased concurrently with Licensee's license to Licensed Product, Licensee's initial Hosting Term will begin upon PowerSchool's written acknowledgment of Licensee's order and terminate one (1) year thereafter, ("Hosting Term") unless a different Hosting Term is specified in PowerSchool's written acknowledgment of Licensee's order, or unless terminated earlier in accordance with the terms of these Policies or the Agreement. Either party may terminate the provision of Hosting Services with effect as of the end of the then-current Hosting Term by providing written notice to the other party prior to the end of the then-current Term that such party does not wish to renew the Hosting Term. PowerSchool will provide Licensee with at least sixty (60) days' notice if PowerSchool determines that it will no longer offer Hosting Services to Licensee (but in any event will continue providing Hosting Services for the balance of the current term

for which Licensee has prepaid for such Services). If no notice of non-renewal is given by either party, then PowerSchool will invoice Licensee for the applicable renewal fees for a subsequent Hosting Term. If Licensee's Hosting Term is so terminated due to non-payment, and then PowerSchool subsequently reinstates Licensee's access to Hosting Services, such reinstated access shall remain subject to the terms of these Policies and payment of applicable reinstatement fees. For the initial Hosting Term, Licensee shall pay the charges specified in PowerSchool's initial invoice. For renewal Terms, Licensee shall pay PowerSchool's then-current annual Hosting Services fees. PowerSchool may supply new or modified Support and Services Policies or other terms and conditions to Licensee related to the provision of Hosting Services in a renewal term, in which event such new or modified Support and Services Policies or other terms and conditions will govern PowerSchool's provision of Hosting Services in such renewal term. Should Licensee decide to terminate hosting services, Licensee will retain its license to Licensed Product, subject to the terms of this Agreement.

2. **Availability.** Licensee acknowledges and agrees that the Licensed Product may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of PowerSchool or are not reasonably foreseeable by PowerSchool, including, but not limited to: the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively "Downtime"). PowerSchool shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Product caused by Downtime, whether scheduled or not.

3. **Acceptable Use Policy.** Licensee acknowledges and agrees that PowerSchool does not monitor or police the content of communications or data of Licensee or its users transmitted through the Services, and that PowerSchool shall not be responsible for the content of any such communications or transmissions. Licensee shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and PowerSchool's policies. Licensee agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. PowerSchool may remove any violating content posted or transmitted through the Hosting Services, without notice to Licensee. PowerSchool may suspend or terminate any user's access to the Hosting Services upon notice in the event that PowerSchool reasonably determines that such user has violated the terms and conditions of this Agreement.

4. **Security.** Licensee will not: (a) breach or attempt to breach the security of the Hosting Services or any network, servers, data, computers or other hardware relating to or used in connection with the Hosting Services, or any third party that is hosting or interfacing with any part of the Hosting Services; or (b) use or distribute through the Hosting Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Hosting Services or the operations or assets of any other customer of PowerSchool or any third party. Licensee will comply with the user authentication requirements for use of the Hosting Services. Licensee is solely responsible for monitoring its authorized users' access to and use of the Hosting Services. PowerSchool has no obligation to verify the identity of any person who gains access to the Hosting Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Licensee, and PowerSchool shall not be liable for any damages incurred by Licensee or any third party resulting from such breach. Licensee must immediately take all necessary steps, including providing notice to PowerSchool, to effect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred.

5. **Data.** Licensee has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submit to the Hosting Services.

Request for Proposals #2436
& Addendum I

The Procurement Division of Knox County Tennessee will receive sealed proposals for the provision of an **Assessment Management Tool** as specified herein. Proposals must be received by **2:00 p.m. on September 14, 2016**. Late proposals will not be considered nor returned.

Deliver Proposals To:
Request for Proposal Number 2436
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917

The Response Envelope must show the Proposal Number, Name and Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Josh French, Senior Buyer at 865.215.5754 or emailed to josh.french@knoxcounty.org. Questions may be faxed to 865.215.5778. Information about the Knox County Procurement Division and current solicitations may be obtained on the internet at www.knoxcounty.org/procurement.
- 1.2 **ACCEPTANCE:** Proposers shall hold all pricing proposed firm and subject to acceptance by Knox County for a period of ninety (90) calendar days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless authorized by the Request for Proposal.
- 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 call or 1-866-858-4443 (toll-free). You can also 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 Proposer(s) meeting specifications, who present the Proposal that is in the best interest of Knox County. The County reserves the right to make a single award or a multiple award. **Knox County reserves the right to not award this Proposal.** Award will be made in accordance with the evaluation criteria specified herein.
- 1.6 **BUSINESS OUTREACH PROGRAM:** Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

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

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

Diane Woods, Administrator of Business Outreach or
Lori Holmann, Coordinator of Business Outreach at
Telephone: 865.215.5760 or 865.215.5757 Fax: 865.215.5778
Emails: diane.woods@knoxcounty.org and lori.holmann@knoxcounty.org

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

- 1.8** **COPIES:** Knox County **requires** that proposals being submitted by hand be in one (1) marked original and six (6) exact copies. Proposers must also scan their entire response into one (1) .pdf file and submit on a CD/DVD, flash drive, etc.
- 1.9** **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and proposers **must** comply with the condition. Failure to comply with any such condition will result in their Proposal being non-responsive and disqualified.
- 1.10** **DEFAULT:** Knox County reserves the right, in case of Contractor default, to terminate the Contract and hold the defaulting Contractor responsible for any excess costs occasioned thereby. Should the Contractor 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 Contractor from the County's bidder's list for twenty-four (24) months.
- 1.11** **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this Proposal, the Knox County Procurement Division **will not** accept electronically transmitted Proposals through the County's On-Line Procurement System. Facsimile submission is strictly prohibited.
- 1.12** **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "Knox Procurement On-Line". 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 Procurement On-Line", 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 subsection 1.1 of this document.
- 1.13** **INCLEMENT WEATHER:** During periods of inclement weather in Knox County, the Procurement Division will enact the following procedures in regards to solicitations and weather delays:
- 1.13.1** 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.
- 1.13.2** Other weather issues shall be at the sole discretion of the Procurement Director.
- 1.13.3** Knox County will not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
- 1.14** **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the Proposer in the preparation of their Proposal.
- 1.15** **MULTIPLE PROPOSALS:** Knox County will consider multiple Proposals that meet the stated specifications.
- 1.16** **NON-COLLUSION:** Proposers, by submitting a signed Proposal, certify that the accompanying Proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.17** **PAYMENT METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.
- The second method is the use of the Knox County Credit Card (Visa). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their Proposal response if the Vendor will accept Knox County's Credit Card (Visa) as a form of payment. Proposers are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.
- 1.18** **PROCESSING TIME FOR PAYMENT:** Proposers are advised that approximately thirty (30) days are required to process invoices for payment using the Purchase Order method when the invoicing instructions herein are followed.

- 1.19 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers must, upon request, furnish satisfactory evidence of their ability to fulfill all obligations of the Contract in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the Proposer's ability.
- 1.20 PROPOSAL DELIVERY:** Knox County **requires** Proposers, when hand delivering Proposals, to time and date stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time.
- Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.**
- 1.21 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, requests that Proposals being submitted on paper shall:
- 1.21.1** Be submitted on recycled paper
 - 1.21.2** Not include pages of unnecessary advertising
 - 1.21.3** Be made on both sides of each sheet of paper
- 1.22 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective Proposer to review the entire Request for Proposal (RFP) 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 proposal procedures must be received in the Procurement Division no later than **August 29, 2016 at 4:30 p.m. local time**. These requirements also apply to specifications that are ambiguous.
- 1.23 SIGNING OF PROPOSALS:** When submitting your Proposal in order to be considered, all Proposals **must** be signed. **Please sign the original in blue ink.**
- 1.24 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.25 TITLE VI OF THE 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.
- 1.26 USE OF PROPOSAL FORMS:** Vendors are to complete the Proposal forms contained in the Proposal package. Failure to complete the Proposal forms may result in Proposal rejection.
- 1.27 VENDOR REGISTRATION:** Prior to the closing of this Proposal, **ALL PROPOSERS** 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. Proposers must be registered with the Procurement Division **prior** to submitting their Proposal.
- 1.28 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 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 three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested.
- Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5** **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6** **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7** **CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees must submit to a criminal history records check, at vendors expense, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.
- 2.8** **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.
- 2.9** **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 2.10** **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, 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** **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.

2.15 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT: 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 agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

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

2.16 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) Written Contract, (2) Request for Proposal, (3) Contractor's Response to Request for Proposal, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications.

2.17 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 off, set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

2.18 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.

2.19 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.

2.20 TAX COMPLIANCE: Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Proposer hereby acknowledges, by submission of its 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.

2.21 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.

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

SECTION III SPECIAL TERMS AND CONDITIONS

3.1 INTENT: The intent of these specifications is to convey to prospective Proposers the general type and quality of Assessment Management Tool (AMT) as required by Knox County and Knox County Schools (KCS). Award will be based on Best Value. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.

3.2 ACCEPTANCE: Proposers are advised that the payment of an invoice does not necessarily constitute as an acceptance of 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 or delete goods and/or services as the need arises. If goods and/or services are to be added, Knox County and the Contractor will arrive at a mutually agreed price.

3.4 AWARD STATUS: Knox County intends to issue an initial one (1) year award. Upon the mutual agreement of the Vendor and Knox County, the award may be extended four (4) additional one (1) year options.

This may result in a total of five (5) years. The renewal option is at the discretion of Knox County. Should Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Vendor.

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

3.6 CONTACT PERSONNEL: It shall be essential to the success of this Contract to develop a good working relationship with the Contractor. It is imperative that the Knox County account be handled efficiently and professionally. Knox County should be assigned no more than two (2) Contractor contacts to handle billing inquiries and service related issues. In the event one or both contacts leave the Knox County account, the successful Contractor shall formally introduce the new contacts to County personnel. These contacts must be knowledgeable of the County's account to avoid any interruption of service.

3.7 CONTRACT EXECUTION: The award of this Proposal will result in a Contract between Knox County and the successful Contractor. The Contract must be voted on and approved by the Board of Education and by the Knox County Commission. The successful Contractor may be required to be present at the meetings to answer questions relating to services to be performed. The Knox County Procurement Division will give adequate notification if the Vendor will need to attend a meeting. There shall be no cost to Knox County or KCS for attendance at this meeting.

The Knox County Procurement Division will draft the Contract and no other Vendor forms (i.e. Terms and Conditions, Service Agreements or other standard Company forms etc.) will be accepted as Contract attachments.

3.8 EVALUATION CRITERIA: This proposal will be evaluated using the following criteria:

Services	40 Points
Technical Specifications	20 Points
Experience, Qualifications and References	20 Points
Cost	20 Points

3.9 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 Proposer. This information may be appended to the Proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's Proposal, 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 Proposal closing. 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.

3.10 LICENSES AND CERTIFICATIONS: Proposers must maintain the proper licenses and certifications as required by Federal, State and Local law. Proposers must provide copies of the licenses and certifications upon request by the users of this Contract.

3.11 NEGOTIATION: Knox County may select a successful Proposer on the basis of initial offers received without discussions. Therefore, each Proposal shall contain the Proposer's best terms from a cost or price, experience and technical, and a service standpoint. Knox County reserves the right to enter into Contract negotiations with the highest-rated Proposer. If Knox County and the selected Proposer cannot negotiate a successful agreement, Knox County may terminate said negotiations and begin negotiations with the next highest-rated Proposer. Knox County retains the right to negotiate with multiple Proposers simultaneously. This process will continue until a Contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against Knox County arising from such negotiations.

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

- 3.13 NO CONTACT POLICY:** After the date and time that the Vendor receives this solicitation, any contact initiated by any Proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal, is **strictly prohibited**. Any such unauthorized contact may cause the disqualification of the Proposer from this procurement transaction.
- 3.14 PROPOSAL EVALUATION:** In evaluating the Proposals, Knox County reserves the right to use any or all of the ideas from the Proposals submitted without limitation and to accept any part or all, of the successful Proposal 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.
- 3.15 PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each Proposer's name will be publicly read aloud. No further information will be given at this time. Evaluation of the Proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.16 PROPOSER INTERVIEWS:** Knox County reserves the right to request Proposer interviews from those Proposers displaying a thorough knowledge of the intent of this RFP. The purpose of these interviews is to gain additional insight into the capabilities and experience of the Proposer. Neither Knox County nor Knox County Schools will be billed for any costs associated with interviews.
- 3.17 PROPOSER OBLIGATION:** Proposer(s) shall become fully acquainted with conditions relating to the scope and restriction attending the execution of the work under this RFP. The failure or omission of a Proposer to become acquainted with existing conditions shall in no way relieve the Proposer of any obligations with respect to this RFP or to the contract.
- 3.18 REFERENCES:** Vendor must provide with their submittal three (3) relevant references of similar work completed in the last five (5) years. References submitted are to be accompanied with current contact information including name, email address and phone number. Failure for references to respond to inquiries may result in a deduction of possible points.
- 3.19 REJECTION OF PROPOSALS:** Knox County reserves the right to reject any and all Proposals received as a result of this request and to waive any informality, technical defect or clerical error in any Proposal, as the interests of the County may require. Non-acceptance of any Proposal will be devoid of any criticism of the Proposal and of any implication that the Proposal is deficient in any manner.
- Non-acceptance of any Proposal shall be construed as meaning simply that the County does not deem the Proposal to be acceptable or that another Proposal was deemed to be more advantageous to Knox County for the particular services proposed.
- 3.20 REMOVAL OF CONTRACTOR'S EMPLOYEES:** Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. Knox County may require that the Contractor 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.
- 3.21 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **August 29, 2016 at 4:30 p.m. local time**. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

- 4.1 SCOPE OF WORK:** The selected Proposer will work to develop, implement, and facilitate a web-based Assessment Management Tool (AMT). The service provider is to provide the initial training, professional development, technical assistance and materials to promote effective administration and the use of formative student assessments to assist in reporting and tracking mastery towards Tennessee State Standards and the standards of the Local Education Agency (hereafter referred to as the LEA and/or District).
- 4.2 ASSESSMENT MANAGEMENT TOOL REQUIREMENTS:** The successful AMT will perform multiple functions to help meet the demands of individual schools needs and with multiple purposes for administering formative assessments. The following is a list of general requirements requested for an AMT:
- 4.2.1** Formative assessment system with capacity to develop assessments that monitor student performance towards mastery of state standards. As Tennessee curriculum standards change, available assessment standards and assessment items must be adjusted to maintain alignment between the vendor's test items and the Tennessee State Standards.

- 4.2.2 Ability to provide both standards and item banks that can support the learning for K-12 in the areas of English language arts (ELA), mathematics, science and social studies.
- 4.2.3 Provide a platform for educators to create and/or administer assessments. The assessments are to have the optional capability of being multiple choice, rubric-based, written or oral assessments.
- 4.2.4 Capable of allowing educators to deposit, inventory and deploy high quality, validated items that align to State of Tennessee and district standards.
- 4.2.5 Ability for educators to create assessments from an item bank and share them in a collaborative space.
- 4.2.6 Options for both online and paper delivery
- 4.2.7 Grading to be efficient for the user with no delay in reports based on the delivery option (online or paper)
- 4.2.8 Provide immediate, real-time feedback through reports and item analysis that show mastery status of student learning.
- 4.2.9 Reports for assessment data provided should be easy-to-read charts and/or graphs while also allowing the opportunity for educators to "drill down" within the data. These graphs should allow real-time progress monitoring of core standard(s).
- 4.2.10 Ability to be easily exported to Knox County Schools' gradebook or student information system

4.3 **AVAILABILITY:** The account executive and/or team assigned to the County are to be able to accommodate consultation on an as-needed basis. Please offer information as to what can reasonably be expected for a turnaround time for phone calls and emails. Specifically advise as to who the County's first point of contact will be and the biography of that person, including qualifications. This is to be submitted in Section V, Part V of the Proposal.

4.4 **BACKGROUND INFORMATION:** Knox County Schools (KCS) is a diverse school system serving approximately fifty-nine thousand four hundred thirty-five (59,435) students in rural, urban and suburban communities. The district includes fifty (50) elementary schools, fourteen (14) middle schools, sixteen (16) high schools and ten (10) special schools for a total of ninety (90) schools. Total enrollment approximations are:

- Birth to Kindergarten..... 107
- Pre-K..... 848
- Elementary School (K-5)..... 26,509
- Middle School (6-8)..... 13,514
- High School (9-12)..... 18,348
- Adult High..... 109
- Total Students..... 59,435

Total staff approximations are:

- Classroom Teachers..... 3,927
- Principals..... 90
- Assistant Principals..... 126
- Other Certified..... 549
- Support Staff..... 3,647
- Total Staff..... 8,339

4.5 **BILLING:** Vendor is responsible for billing of premiums to KCS. All invoices are to be emailed to the Knox County School's Benefits Manager. The format of billing will be mutually agreed to.

4.6 **DEMONSTRATIONS:** Either an in-person or virtual demonstration of the Proposed software and its capabilities may be required. Neither Knox County nor KCS will be billed for any costs associated with providing a demonstration.

4.7 **EXPERIENCE:** Proposers are to provide their company's experience and qualifications in designing and/or implementing AMTs, specifically discussing experience with school districts of similar size. KCS will consider only Proposals for AMTs which are currently functioning successfully in other K-12 public school district(s).

4.8 **GENERAL SPECIFICATIONS:** KCS is seeking a web-based Assessment Management Tool (AMT) containing:

- 4.8.1 Item Bank Requirements to deposit, inventory and deploy high quality validated items that align to State of Tennessee and district standards:

- Demonstrate that items are aligned to the Tennessee Department of Education curriculum and assessment standards in grades K-12 to include the four core content areas of math, ELA, science, and social studies.
- The ability to provide the appropriate standard for any item in the item bank or for questions that have been uploaded to the system.
- The opportunity to upload school- or district-created items.
- The ability to label various question item characteristics such as Bloom's level, grade level and curriculum standard(s)

4.8.2 Assessment construction requirements:

- Demonstrated ease of use for teacher/district constructed assessments
- Provide tracking programming for exposure of items
- Programming capability for teacher, school, and/or district to filter items by grade level and/or cognitive level
- Programming capability for assessment tool to create multiple versions of an assessment set of items

4.8.3 Reporting requirements:

- Provide a web-based reporting system that is featured by 'drill-down' capabilities
- Must report on percentage of students projected toward proficiency and percentage of students experiencing progress of mastery of a standard at the student, teacher, school and system levels. Please provide sample reports in Proposal
- Provide a test item distractor analysis

4.8.4 Training requirements:

- Professional development session(s) should be provided for district and/or school level personnel to include the use and administration of the assessments, use and interpretation of reports, and effective implementation practices
- Train and support administrative staff on the use of the AMT, how to interpret it's results, and how to write quality items
- Train and provide assistance to KCS staff in troubleshooting connectivity and/or any other technology issue(s)

4.9 **MANAGEMENT TOOL CAPABILITIES:** All of the following items **must** be outlined in detail based on current product capabilities and at start-up available for full implementation:

4.9.1 Specific features

4.9.2 Resources available and embedded in the software functionality

4.9.3 All value added features detailed

4.10 **MUTUAL AGREEMENT:** The outlined proposal of information regarding professional development and training provided must include all items in detail. The implementation plan for the recipient will be planned and outlined for implementation with both parties in agreement. An evaluation rubric will be developed by KCS and utilized when evaluating the awarded vendor's implementation of the plan. The evaluation rubric to include a measurement of the level of staff expected competency levels as obtained from implementing the AMT, and is met by designate KCS staff based on the training provided.

4.11 **QUARTERLY REPORTS:** The development and implementation of the awarded evaluation tool will be accompanied with a proposed implementation plan which will be mutually agreed to between parties upon award. Any proposed timeline will be subject to quarterly reports generated by the Vendor to show completeness of design, implementation and the additional work remaining.

4.12 **TECHNICAL SPECIFICATIONS:** District is requesting a Proposal for a Software as a Service (SaaS) or Application Service Provider (ASP) model whereby the Vendor will host, maintain and administer all necessary components. The software **must** allow for account administration and role-level security to be maintained by KCS district staff.

The successful Proposer will have security features capable of preventing unauthorized access to the database. Vendor is to specify any requirements regarding data security/privacy and intrusion detection. Vendor is also to state clear responsibilities of KCS IT in preventing and detecting unauthorized access.

The successful AMT will support the following web browsers at a minimum: **Safari 9.1, Internet Explorer 11+, Google Chrome 51+, Microsoft Edge, Firefox 46+, and Mobile Safari.** As browser updates become available, Vendor is to give KCS adequate notice of any foreseeable disruptions due to updates.

The successful AMT will support the following operating systems at a minimum: **Windows 7, 8, 10+, Apple Mac OS X 10.8+, Chrome OS 48+, and Apple iOS 8+**. As system updates become available, Vendor is to give KCS adequate notice of any foreseeable disruptions due to updates. Vendor is to also list any and/or all required plugins for full product functionality.

4.13 TRAINING: The successful Proposer must offer a detailed training plan within their Proposal for both an individual school (approximately fifty (50) educators) and an implementation outline for the entire district (approximately five thousand (5,000) educators). Proposers are to include an outline of their training plan and of their proposed implementation schedule in Section V, Part III of their Proposal and their plan is to include, as a minimum:

4.13.1 Detailed outline and/or overview of training methodology

4.13.2 State if training is to be on-site or online

4.13.3 Estimated implementation schedule including software set-up and trainings

SECTION V REQUEST FOR PROPOSAL FORMAT

PROPOSAL INFORMATION: The following guidelines should be followed when responding to the Request for Proposal. Negligence in adhering to the criteria listed below will be considered when reviewing the responses and evaluating the Proposers. Knox County reserves the right to reject any Proposal for failure to comply with the requested response specifications. We reserve the right to amend the Request for Proposal by addendum prior to the final date of Proposal submission.

- Proposals must be submitted in a spiral-bound or three-ring binder containing sections separated by tabs.
- Please submit one (1) marked original and six (6) exact copies as well as an electronic copy on CD/DVD, flash drive, etc.
- Page numbers should be placed on bottom center of pages.

PART I LETTER AUTHORIZING THIS PROPOSAL:

- This **must** be signed by an authorized person who can legally bind the company.

PART II VENDOR INFORMATION:

- Vendor Name, Address, Knox County Vendor Number, Telephone Number, Fax Number, Contact Person, E-mail address of Contact Person, Knox County Business License (If Applicable), Taxpayer Identification Number (EIN), Provide a statement as to whether or not you will accept payment via credit card (Visa), Acknowledgement of Addenda (if applicable)

PART III SERVICES:

- Vendor is to provide detailed information regarding the services to be rendered
- Describe features that will be included within product(s)
- Describe user interface
- Describe the design and capabilities of the proposed Item Bank
- Detail information regarding technical support including average service time, KCS responsibilities in reporting service issues and/or inquiries and service contact information

PART IV TECHNICAL SPECIFICATIONS:

- Provide a description of what sort of access KCS will have to the proposed software and what security features, if any, KCS will be responsible for monitoring and/or updating
- Describe, in detail, security features of your software and demonstrate how it is sufficient in preventing unauthorized user access to information
- List web browsers supported, operating systems supported and any plugins required

PART V EXPERIENCE, QUALIFICATIONS, AND REFERENCES:

- Provide a brief overview of your company including number of years in business and number of years designing and/or implementing assessment management tools
- Document experience in designing and/or implementing AMTs for school districts of similar size to KCS
- Provide biography and/or resume of direct contact to be assigned to Knox County

PART VI COST:

- Vendor is to present a total cost including any services and/or products, no additional or hidden costs will be paid
- Provide an individual rate per Professional Development (PD) staff profile/training package also documenting any additional training costs such as travel and/or materials
- List costs for maintenance and/or upgrades

PART VII OTHER INFORMATION:

Proposers may include under this tab any other information deemed pertinent to this solicitation. Vendor(s) are to submit questionnaire from page seventeen (17) in Section V, Part VII.

PART VIII EXCEPTIONS:

Proposers are to include any and all exceptions taken to this solicitation under this Part. Do not mark through or otherwise alter the language of this RFP in your response.

Failure to provide any of the above information may result in the provider being disqualified from this process.

Knox County requests that all submittals be concise and not include additional advertisement or other information not relative to the requirements or specifications of this Request for Proposal.

Reference #1

Name of Firm: _____
Address: _____
Contact Person: _____
Contact Person telephone number: _____
Contact Person e-mail: _____

Reference #2

Name of Firm: _____
Address: _____
Contact Person: _____
Contact Person telephone number: _____
Contact Person e-mail: _____

Reference #3

Name of Firm: _____
Address: _____
Contact Person: _____
Contact Person telephone number: _____
Contact Person e-mail: _____

Non-Collusion Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/she is the _____ of _____, the firm that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Knox County or any person interested in the proposed contract or agreement; and

(5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(6) Signed _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 2016.

Title

My Commission expires _____

AFFIDAVIT OF COMPLIANCE

WITH

TENNESSEE CRIMINAL HISTORY RECORDS CHECK

TENNESSEE CODE ANNOTATED, SECTION 49-5-413

(To be submitted with proposal by proposer)

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 proposal submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with Tennessee Code Annotated, § 49-5-413.

President or Principal Officer

For:

Name of Company

STATE OF TENNESSEE }
COUNTY OF _____ }

Subscribed and sworn before me by _____,

President or principal officer of _____,

On this _____ day of _____, 2____.

Notary Public

My Commission expires: _____

**KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 2436**

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 24.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS																																						
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE																																						
NO	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT																																						
NO	3.	AUTOMOBILE LIABILITY <table border="1" style="margin-left: 20px;"> <tr> <td style="width: 20px; text-align: center;">X</td> <td style="width: 100px;">ANY AUTO-SYMBOL (1)</td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> <td style="width: 20px;"></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	X	ANY AUTO-SYMBOL (1)																													<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;">COMBINE SINGLE LIMIT (Per-Accident)</td> <td style="width: 20%; text-align: center;">\$1,000,000</td> </tr> <tr> <td>BODY INJURY (Per-Person)</td> <td></td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td></td> </tr> </table>	COMBINE SINGLE LIMIT (Per-Accident)	\$1,000,000	BODY INJURY (Per-Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)	
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NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																																						
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NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																																						
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NO	19.	USL&H	FEDERAL STATUTORY LIMITS																																						

20. Carrier rating shall be Best's Rating of A-VII or better or its equivalent.

21. Notice of cancellation, non-renewable or material changes in coverage shall be provided to County at least 30 days prior to action. The words "Endeavor To" and "But Failure To" (to end of sentence) are to be eliminated from the notice of cancellation provision on standard accord certificates.

-
- 22. The County shall be named as an additional insured on all policies except Workers' Compensation and Auto.
 - 23. Certificate of Insurance shall show the Request for Proposal number and title.
 - 24. Other insurance required _____.

Insurance Agent's Statement and certification: I have reviewed the above requirements with the Provider named below has advised the Provider of required coverage.

Agency Name: _____ Authorizing Signature: _____

Provider's Statement and Certification: If awarded the contract, I will comply with the contract insurance requirements.

Provider Name: _____ Authorizing Signature: _____

Questionnaire RFP 2436, Assessment Management Tool Proposer _____

1. Is your proposed software currently in use with a K-12 public education agency?
2. If yes, how many students and faculty are in your largest three (3) district customers?
3. How many years has your company been in business? How many years has your business provided similar services?
4. Would Knox County be assigned a direct contact for inquiries or a team of service personnel? Please provide proposed account representative(s) experience and qualifications.
5. After initial contact is made that there is an issue/inquiry with the service, what is the average length of time for troubleshooting and resolution?
6. Would initial training be in-person or via video(s)? If in-person, has the vendor included all travel related experience in cost?
7. Have you provided an estimated schedule for implementation? What is the timeframe estimated in your schedule?
8. Will Knox County Schools IT department have access for account administration and role level security?
9. Are any of the required web-browsers listed on page nine (9) of this Request for Proposals not supported by your software?
10. Are any of the required operating systems listed on page ten (10) of this Request for Proposals not supported by your software?
11. Have you supplied a list of all required plugins?
12. Have you provided both an individual school option for pricing and a district option?

***Please include responses to these questions in Section V, Part VII of your submittal.**



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ADDENDUM I TO REQUEST FOR PROPOSALS #2436

ADDENDUM DATE: September 1, 2016
BUYER: Josh French, Senior Buyer
OPENING DATE: September 14, 2016 at 2:00 pm

The following is provided as clarification:

1) QUESTION: When does the district wish to begin using the proposed system?

ANSWER: As soon as a proposal is awarded and a contract approved.

2) QUESTION: When does the district intend to deliver the first assessments from the system?

ANSWER: Delivery of assessments will be after the system is in place and students uploaded. During the implementation planning for the school or district, exact dates can be determined.

3) QUESTION: Does the district intend to immediately support the new Science Tennessee standards after they are released in October? Will the district wait until the first year that summative assessments are based on these new standards?

ANSWER: The district is following the State plan for implementation as follows:

- Fall 2016 – Standards Recommendation Committee presents new standards to the State Board for final reading
- 2017-2018 – Training and professional development for teachers
- 2018-2019 – First year of implementation of new standards and assessment

4) QUESTION: Does Knox County wish to support school/classroom-based assessments with the system primarily? Does the district anticipate common districtwide assessments to be delivered as well?

ANSWER: At this time, the plan is to support mostly school/classroom-based assessments. There may be opportunities in the future to increase to a more districtwide implementation.

5) QUESTION: Can the district confirm where in the RFP submission they would like to see the implementation plan and professional development?

ANSWER: Under Section III, Services

6) QUESTION: How do the district standards differ from the Tennessee State Standards?

ANSWER: The Tennessee State Standards are the basis of our district standards and are strictly in full alignment. In a few instances, our district has added some additional standards at a particular grade level/subject area. These modifications can be identified at the time of implementation.



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7) QUESTION: What grades and how many students is the Assessment Management Tool for?

ANSWER: We are requesting an Assessment Management Tool that any school or whole district could have the opportunity to purchase. The smallest school is K-5 with one hundred three (103) students and the whole district would be K-12 approximately fifty-nine thousand (59,000) students.

8) QUESTION: In Section 2.16 (Page 5) the RFP documentation references a “Contract”, however we were unable to find any type of ‘contract’ like document. Will this come with the award to be reviewed at that time or is it missing from our documents?

ANSWER: Please see Section 3.7. The contract will be drafted by Knox County upon Intent to Award.

9) QUESTION: Please confirm the student count number the district desires to use for pricing purposes.

ANSWER: We would like a tiered cost based on a school purchase as low as one hundred (100) and up to the whole district of fifty-nine thousand (59,000). We would like to know where any volume discount pricing occurs.

10) QUESTION: On page seventeen (17) it requests a School Pricing Model. What will be the minimum and maximum count of Schools that will subscribe to the AMT?

ANSWER: There is not a minimum on participating schools. Minimum count at a school would be one hundred (100) students and the maximum number is about two thousand two hundred (2,200).

11) QUESTION: Does the district currently use an assessment management tool? If so, what is it?

ANSWER: As a district we do not have an AMT. We do have schools who have used some AMTs. Those that have been purchased are GradeCam, Mastery Connect and Edulastic. There are other AMT options to have free or trial versions that might be used in a classroom.

12) QUESTION: What Student Information System (SIS) is the district currently using?

ANSWER: The SIS system is Follett’s ASPEN system

13) QUESTION: What grade book is the district currently using?

ANSWER: The grade book is part of our SIS system which is Follett’s ASPEN system.

14) QUESTION: Please provide an estimate of the total number of school or district created items the district may desire to have uploaded into the AMT.

ANSWER: If the system is used at the school level, then it would be approximately fifty to three hundred (50-300) items per grade level. If the system is used at the district level, the number of items for upload would be one hundred to five hundred (100-500) items per grade level. These are estimates based on how the system might be used.



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15) QUESTION: Will the school- or district-created items be provided in a QTI format?

ANSWER: We typically write questions on a Word document, but are happy to input them into any template based on the training of the AMT.

16) QUESTION: Does KCS prefer Train the Trainer Model where the vendor can train administration to create capacity to train the teachers? Or does the District prefer the vendor train all educators onsite?

ANSWER: No preference

17) QUESTION: Will KCS require historical assessment results to be imported into the AMT? If yes, for how many assessments and in what format will the data be provided?

ANSWER: No historical data will need to be imported.

18) QUESTION: How will users be authenticating into the AMT? Via direct URL into the platform or via single sign-on/Active Directory?

ANSWER: Ideally, users will authenticate directly with our Active Directory or other federated services (i.e. Google Apps). However, we reserve the right to have local user accounts within the system that authenticate directly to the AMT platform.

19) QUESTION: Can you please provide more information about the district's goals for the district created assessments? For example, will they be used to forecast student performance on the statewide test as well as provide information to guide differentiated instruction?

ANSWER: At this time, we do not have any specific plans for implementing district created assessments, but typically the district assessments are to determine mastery of specific skills and standards as we have not found anything that will successfully be a predictor of student performance on statewide assessments.

20) QUESTION: Will the district assessments be developed from a secure item bank at the district level and aligned with the district pacing guide? Does the district also desire a separate item bank to support teachers in developing classroom assessments?

ANSWER: Implementation of district level assessments will be teacher created and vetted through the specific subject-area supervisor to be aligned to district pacing. We would appreciate a quote for a teacher item bank and a separate district level bank.

End of addendum.

Josh French, Senior Buyer

Contractor's Response to Request for
Proposals #2436 & Addendum I

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Contact Information

Following is our location and contact information. Should you have any questions about this response or our proposed PowerSchool Assessment and Analytics solution, we would be happy to provide further information and a product demonstration.

**RFP
Response
Authorized
By:**

Mark Oldemeyer
Chief Financial Officer
Direct: 916-288-1816
Email: mark.oldemeyer@powerschool.com

**Sales
Contacts:**

Jim Swaney
Sr. Account Executive
Direct: 573-289-8841
Email: james.swaney@powerschool.com

**PowerSchool
Corporate
Office:**

PowerSchool Group LLC
150 Parkshore Drive
Folsom, CA 95630
www.powerschool.com

Matt Childers
Solutions Consultant
Direct: 540-525-7522
Email: matt.childers@powerschool.com

Executive Summary

PowerSchool Group LLC believes that providing today's schools and districts with a choice of flexible, interoperable and customizable technology solutions is critical to establishing the infrastructure needed to power performance across all stakeholder groups, be it schools, districts, administrators, teachers, parents, or students. We are eager to present **PowerSchool Assessment and Analytics** in response to Knox County Schools' (KCS) important initiative to offer an Assessment Management Tool (AMT) to your schools.

PowerSchool Assessment and Analytics is a platform designed to support a broad range of school and district needs. Our solution allows the effective use of formative, interim, and summative measures of student performance that address student needs immediately. Aligned directly to Tennessee curriculum standards, PowerSchool Assessment enables educators to accomplish a tight correlation between curriculum, instruction, and assessment. Data is made timely and accessible for students, teachers, and administrators, allowing for performance monitoring towards mastery of Tennessee State Standards.



KCS educators get a full 360° view of student progress to make sure all students have the greatest chance to succeed.



PowerSchool Assessment was founded by educators, and therefore we personally understand the needs of our clients and the importance of providing a solution that is intuitive, dependable, and supported when teachers need it the most.

Why PowerSchool Assessment & Analytics?

PowerSchool understands that KCS is looking for a system with the capacity to develop assessments that monitor student performance towards mastery of state standards. Additionally, we know KCS wants a system to provide both standards and item banks that can better support the learning for K-12 in the areas of ELA, mathematics, science, and social studies. The following is a summary of why PowerSchool has the right team and solution that will help KCS meet and exceed the goals and requirements outlined in your RFP.

Empowering Teachers and Improving Student Growth

The analysis and application of formative assessment data as part of a continuous improvement model is a powerful way to improve student achievement. Make data timely and accessible for your students, teachers, and administrators through a platform that is easy-to-use, well supported, and highly adopted.

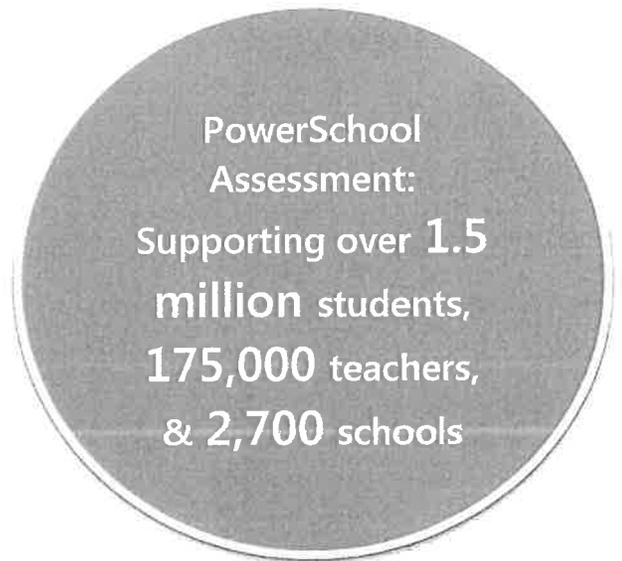
PowerSchool Assessment assists teachers and administrators in making data-driven curriculum decisions in an effort to raise student achievement.

Following are some of the key components to our system:

- **Provides high quality standards and item banks** that support teaching and learning for K-12 in ELA, mathematics, science, and social studies. All items in our system are aligned to the Tennessee State Standards as well as having a Bloom's Taxonomy and Webb's Depth of Knowledge level. PowerSchool Assessment has over 100,000 items aligned to the Tennessee Standards through our item bank and content partners.
- **Content neutral platform** that supports many different types and sources of test items. Users may create and deliver assessment utilizing any combinations of item types and content providers. Our system mirrors today's high-stakes assessments
- **Allows for the creation of multiple choice, technology enhanced (TEI), and constructed response items.** Educators at the school or district level can create, modify, share, and collaborate on an unlimited number of items as necessary.
- **Provides multiple online testing and offline testing options** to meet the unique needs of each student. Knox County will have the flexibility to utilize the various assessment delivery methods and take full advantage of real time reporting.
- **Highest level of reporting data for all grade levels.** Results can be seen at the student, section, teacher, school, or district level, and can be filtered and viewed by standard, item, Bloom's Taxonomy level, and/or Webb's DOK level.
- **Visualizes data to help identify strengths and weaknesses** in an efficient and timely manner. PowerSchool Analytics offers clear data illustration and easy reporting so teachers and administrators spend less time manipulating data and more time focused on improving instruction.
- **Incorporate data, reporting, and graphs into your management** to improve performance in KCS. PowerSchool Analytics helps identify, foster, and develop school strengths and improve upon areas needing growth.

PowerSchool's Experienced Team

- The PowerSchool Assessment and Analytics solution has been supporting educators and students since 2006. We are a qualified, experienced, and reliable vendor with an understanding of the critical field of formative assessment and data analysis. We focus on helping our clients achieve measurable results by revealing academic growth opportunities for all students.
- Our dedicated team utilizes an interactive process that fully involves our users in all aspects of our engagement, resulting in a solution that the customer understands and more easily adopts.
- To demonstrate our capacity, to date, PowerSchool Assessment has served 2,729 schools, 175,007 teachers, and 1.5 million students. Schools have delivered 2.5 million assessments with students answering more than 1 billion questions to date. These numbers are a testament to our highly effective, educator- and student-centered assessment system and implementation team.



PowerSchool's Unified Classroom Experience

PowerSchool is the industry's first unified classroom provider for teachers, students, and parents.

PowerSchool Assessment and Analytics is an essential component of PowerSchool's comprehensive K-12 platform. We are one company, with one vision—to create one integrated solution in the K-12 classroom that shares data effectively and provides access to resources to manage all aspects of every student's learning process.

Together, we are empowering teachers with one solution to improve instruction and learning in the classroom with unified, full-featured capabilities for attendance, lesson plans, grading, digital content, assignments, behavior, assessments, student performance, and student, parent, and teacher collaboration.

A connection with PowerSchool equals a commitment to excellence, both in service and support and in developing enhanced ways to manage data. Our proposal details how KCS can meet all of its AMT needs through a partnership with PowerSchool Group. We appreciate your consideration of our proposal, and we look forward to helping Knox County students, teachers, and administrators achieve long-term success.





Required Forms

In this section, we have included the following signature forms and documents required as per your RFP:

- Non-Collusion Affidavit
- Affidavit of Compliance with Tennessee Criminal History Record Check
- Insurance Checklist and Certification
- Insurance Certificate
- Reference Check Form (more detail on our references included in Section V, Part V)



PowerSchool

Section V – Response to Scope of Work

This section contains information requested in Section V, Parts I through VIII of your RFP, along with our responses to your Scope of Work requirements as outlined in Section IV of your RFP.

Part I – Letter Authorizing This Proposal

Our Chief Financial Officer, Mark Oldemeyer, authorizes this proposal and has signed our cover letter provided on the following pages.



PowerSchool



Knox County Procurement Division
Attn: Josh French, Senior Buyer
1000 North Central Street, Suite 100
Knoxville, TN 37917

PowerSchool Group LLC
150 Parkshore Drive
Folsom, CA 95630
www.powerschool.com
Tel. 916-288-1725

Re: Assessment Management Tool RFP No. 2436

September 14, 2016

Dear Mr. French,

PowerSchool Group LLC is excited to present Knox County Schools (KCS) with our **PowerSchool Assessment and Analytics** solution in response to your RFP for an Assessment Management Tool (AMT). Our system is designed to support a broad range of school and district needs, including all aspects of test delivery and data analysis for both local and state assessments. The proposal that follows provides a comprehensive AMT solution, including exemplary services and ongoing support, designed specifically for the success of your schools.

PowerSchool Assessment and Analytics has been supporting educators and students since 2006. We are a qualified, experienced, and reliable partner with an understanding of the critical field of formative assessment. Our solution offers your schools the following advantages and services:

Accessible and Balanced. PowerSchool Assessment enables educators to accomplish a tight correlation between curriculum, instruction, and assessment. Our system offers a content neutral platform that supports many different types and sources of test items, including technology-enhanced, constructed response, and multiple choice. **We offer over 100,000 items aligned to the Tennessee curriculum standards** with the PowerSchool item bank and our content partners. PowerSchool is committed to working with KCS to ensure that our solution meets your needs as Tennessee State Standards change. Our content team has a robust system in place to adjust and create new content to align with updated standards.

A 360° View of Student Progress. The PowerSchool Analytics module provides integrated tools like intervention tracking, behavior and attendance monitoring, and easy analysis of assessment data. Every stakeholder involved (district, school, and teacher) gets a full 360° view of student progress to ensure that all students have the greatest chance to succeed.

A Committed and Skilled Services Team. PowerSchool Group's history of success in education is a reflection of our organizational **commitment to a superior customer experience**. We approach each project as a relationship with our customer. Every PowerSchool project team is led by a project manager experienced in program and project management. The project team works collaboratively with our customers to ease the pain of change and celebrate a successful onboarding of your PowerSchool solution.



PowerSchool Assessment and Analytics was founded by educators, and therefore we personally understand the needs of our clients and the importance of providing a solution that is intuitive, dependable, and supported when teachers need it the most. You can count on unmatched product reliability, exceptional customer support, and ongoing service.

Thank you for considering our proposal for your important initiative. We look forward to discussing our proposed solution and answering any questions you may have. Please direct any questions or clarifications to your Account Manager, Jim Swaney, at 573-289-8841 or james.swaney@powerschool.com.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Mark Oldemeyer'.

Mark Oldemeyer
Chief Financial Officer
mark.oldemeyer@powerschool.com

Part II – Vendor Information

In this section, we have provided information about our business organization including location and contact information. Should you have any questions about this response or our proposed PowerSchool product or services, we would be happy to provide further information.

PowerSchool Group **acknowledges Addendum No. 1**, issued by KCS on September 1, 2016. We have received no other additional addenda from KCS. Please note that PowerSchool Group LLC will accept **Knox County’s credit card** as a form of payment; there is a 3% service fee if the order is over \$25,000.

Business Information	
Name	PowerSchool Group LLC
PowerSchool Group LLC Headquarters	PowerSchool Group LLC 150 Parkshore Drive Folsom, CA 95630
Taxpayer Identification Number	47-4674631
Knox County Vendor Number	74782
General Phone Number	916-288-1725
Email	sales@powerschool.com
Website	http://www.powerschool.com/
First Point of Contact	Jim Swaney, Account Executive for KCS
Contact Email Address	james.swaney@powerschool.com
Contact Phone Number	573-289-8841

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Part III – Services

This section contains detailed information regarding our proposed services, including training and ongoing technical support for our PowerSchool Assessment and Analytics solution. Also in this section, we provide responses to your scope of work requirements as found in Section IV of your RFP; we do this in an effort to present you with the most applicable and comprehensive description of our product features, user interface, and capabilities.



Implementation and Training

Overview

The **PowerSchool Professional Services** team will lead you through the implementation effort from beginning to end and provide the expertise necessary for a successful implementation. A smooth transition into, and confident ownership of a new system is the overall goal of the PowerSchool Team which is why we approach our projects as partnerships with our customers. We will meet the specifications set forth within the KCS RFP by offering industry-leading products and professional services. The services and focus outlined in this section show the methodologies the PowerSchool Assessment and Analytics team will employ to assist KCS in meeting their goals and objectives.

Project Steps from Initiation and Kickoff

The initiation of the project begins with a kickoff meeting between the PowerSchool Project Manager and your district project leads. The project kickoff is intended as the forum for gathering site creation and customization elements as well as the opportunity for question and answer between the district and PowerSchool.



We recommend that you assign personnel who are committed to participating in this project to successful completion and have decision-making ability throughout project implementation. During the kickoff meeting and status updates, including key stakeholders such as Superintendent of Schools and curriculum leaders will enhance your experience as well.

The PowerSchool Assessment and Analytics implementation team will use the information provided during your kickoff meeting to create your site and customize features.

PowerSchool Assessment and Analytics software is web-based and technical implementation steps are minimal.

The PowerSchool team will provide detailed technical specification and asks that your primary technical contact work with any needed district staff to verify that all steps are complete and that student and staff devices are compatible with PowerSchool Assessment and Analytics.

PowerSchool Assessment Access

Once all site creation, technical implementation, and data integration steps have been completed you will be ready to open Assessment access to your teachers and staff. When Assessment is available to teachers and staff, training will begin and the PowerSchool team will turn focus to the implementation of Analytics.

Setup of Analytics

PowerSchool Analytics supports a variety of student data points. The method and frequency of populating data points is dependent on the specific data type. The PowerSchool team will review steps for populating student data and provide the district expert consultation as student data is added. Once student data has been populated, the district will begin to use the powerful reporting features of PowerSchool Analytics. Mapping discipline codes and creating reporting metrics will allow discipline data to display appropriately and allow users to run Performance Snapshots.

PowerSchool Analytics features a distinctive interventions module, allowing teachers and staff to track the assignment and administration of interventions for students. Establishing areas of eligibility provides quick identification of students who would most benefit from intervention, while creating intervention categories and programs. The PowerSchool team will provide the guidance needed for KCS to have the intervention and eligibility components setup that best meets the district's goals and objectives.

Access to Analytics features is permissions dependent, so district staff will gain access to Analytics features when permissions are added to their staff group. The PowerSchool team will work with the district team to determine which permissions to allow for each of the existing staff groups. Once this step is completed, PowerSchool Analytics will be open for training and for district use.



Estimated Project Timeline

The following is an estimated timeline for PowerSchool Assessment and Analytics implementation within Knox County Schools:

Major Tasks:	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10
Project Kickoff										
Create and Customize PowerSchool Assessment and Analytics Site										
Complete Technical Implementation										
Populate Foundational Data										
Open PowerSchool Assessment Access to Staff					*					
Populate Student Data Points										
Customize Analytics Admin Features										
Set Up Intervention Features										
Open Analytics Access to Staff									**	
Project Close Activities										

* Delivery of Assessment Basic User Training to select District Personnel - Six 1/2 day sessions

** Delivery of Analytics Basic User Training to select District Personnel - Six 1/2 day sessions

PowerSchool Assessment and Analytics Training

At PowerSchool, we realize that taking a district online with any new system is much more than getting the software up and running. With PowerSchool Group’s Customer Education Training Solution, KCS will realize a successful implementation that includes enthusiastic end-user adoption, more accurate and timely data, and as a result, increased accountability and student performance. We develop our Customer Education methodology using time-tested best practices and the latest research on adult learning to increase comprehension and, as a result, increase user acceptance.

Our training recommendation for KCS is to utilize our Train the Trainer methodology. This approach has been proven to enhance district ownership of the system, while greatly reducing the need for ongoing educator in-service events and overall training costs.

We have planned KCS training events by asking KCS to identify up to two (2) lead educators per school to act as district trainers for Assessment and Analytics. We will provide Assessment and Analytics training – all delivered to these 180 staff that you personally choose. From their training experience, your staff will then have the tools and expertise necessary to provide training district-wide.

PowerSchool Assessment Basic User Training

Your district training team will be trained on PowerSchool Assessment Basic User Training. This course is an interactive hands-on training session that covers all aspects of the PowerSchool Assessment user interface including Assessment Library, Testing Center, iTest, Reporting, and Help.

PowerSchool Analytics Basic User Training

Your district training team will also be trained on PowerSchool Analytics Basic User Training. This course is an interactive training session in which participants will have hands-on experience with the PowerSchool Analytics user interface including Student Snapshot Reports, Performance Snapshot Reports, Report Builder, and Interventions.

These courses are ideal for new users and will be delivered by PowerSchool Trainers. They are ½ day sessions, and we will provide six (6) sessions for Assessment and six (6) sessions for Analytics. Each session can accommodate up to 30 district trainers.

A final training schedule will be collaboratively created by the PowerSchool Project Manager and the KCS project lead during the initiation phase of the project.



Response to Scope of Work Requirements

- Our responses to Sections 4.2, 4.8, and 4.9 of your RFP follow.

4.2 Assessment Management Tool Requirements

4.2.1 Formative assessment system with capacity to develop assessments that monitor student performance towards mastery of state standards. As Tennessee curriculum standards change, available assessment standards and assessment items must be adjusted to maintain alignment between the vendor's test items and the Tennessee State Standards.

PowerSchool Assessment is a platform designed to support a broad range of school and district needs. **Aligned directly to the Tennessee curriculum standards** PowerSchool Assessment ensures educators accomplish a tight correlation between curriculum, instruction, and assessment. Our solution allows for the efficient creation, delivery, and reporting on standards aligned formative assessments.

PowerSchool Assessment makes data timely and accessible for students, teachers, and administrators to monitor performance towards mastery of state standards. PowerSchool has a commitment to work with Knox County to ensure that our solution meets your needs as state standards change. Our Content Team has a robust system in place to realign and create new content to align with the updated standards.

All items in PowerSchool Assessment are aligned to the Tennessee State Standards as well as having a Bloom's Taxonomy and Webb's Depth of Knowledge level. The item bank has a robust selection of items with the full range of complexity to help ensure students are college and career ready. **PowerSchool Assessment has over 100,000 items aligned to the Tennessee Standards through our item bank and content partners.**

The PowerSchool Assessment item bank is updated monthly to continually grow the item bank so districts have fresh items to utilize to meet all of their assessment needs. **The following pages provide further details on our academic content coverage for Tennessee.**

4.2.2 Ability to provide both standards and item banks that can support the learning for K-12 in the areas of English language arts (ELA), mathematics, science and social studies.

PowerSchool Assessment and Analytics provides high quality standards and item banks that support teaching and learning for K-12 in ELA, mathematics, science, and social studies. PowerSchool offers over 100,000 items aligned to the Tennessee Standards through our item bank and content partners. Each item is also assigned the correct level of Bloom's Taxonomy and Webb's Depth of Knowledge (DOK), which further assists educators in assessing each individual student based on his or her understanding of the content.





TENNESSEE Academic Content Coverage



PowerSchool Assessment is a content neutral platform that supports many different types and sources of test items. Users may create and deliver assessments utilizing many combinations of item types and content providers.

Item Types

Today's high-stakes assessments are no longer "bubble sheet" only. The assessments are primarily online and include multiple item types. PowerSchool Assessment mirrors today's assessments and supports the following item types:

- ⚡ Technology Enhanced Items
- ⚡ Constructed Response Items
- ⚡ Multiple Choice Items

PowerSchool Assessment allows for the creation of Technology Enhanced Items and Constructed Response Items. Teachers can create and share an unlimited number of these new and more rigorous item types.

Item and Assessment Banks

In addition to creating local content, **PowerSchool Assessment** users may select from a menu of available content options. Item banks and Assessment Banks may be added to **PowerSchool Assessment** in any combination for any subject and grade level.

TN ENGLISH

GRADE	ITEMS	TEI ⚡
K	442	138
1	679	303
2	752	340
3	1127	440
4	1180	439
5	1138	481
6	969	500
7	1064	541
8	1070	546
9-10	1169	569
11-12	790	476
TOTAL	10,380	4,773

TN MATH

GRADE	ITEMS	TEI ⚡
K	285	104
1	315	92
2	587	176
3	635	141
4	964	187
5	551	174
6	903	212
7	767	203
8	683	172
9-12	3003	1230
TOTAL	8,693	2,691

TN SOCIAL STUDIES

GRADE	ITEMS	TEI ⚡
K	207	12
1	161	30
2	238	50
3	388	74
4	247	50
5	302	42
6	125	14
7	87	11
8	168	53
WH&G	629	160
E	216	61
USG&C	456	143
USH&G	622	152
TOTAL	3,836	852

TN SCIENCE

GRADE	ITEMS	TEI ⚡
3	151	45
4	181	58
5	161	64
6	117	26
7	169	58
8	133	46
Biology	487	126
Chemistry	249	52
TOTAL	1,648	475



58,862

Total Items

CERTICA SOLUTIONS

TN ENGLISH



GRADE	ITEMS
K	866
1	1664
2	1285
3	2975
4	3402
5	3187
6	712
7	2917
8	2924
9-10	3913
11-12	2782
TOTAL	26,627

TN MATH



GRADE	ITEMS
K	737
1	880
2	726
3	1369
4	2754
5	1413
6	2903
7	4098
8	1927
9-12	6682
TOTAL	23,489

TN SOCIAL STUDIES



GRADE	ITEMS
7	112
8	540
WH&G	776
E	378
USG&C	422
USH&G	608
TOTAL	2,832

TN SCIENCE



GRADE	ITEMS
3	386
4	510
5	692
6	1162
7	1217
8	628
Biology	1214
Chemistry	105
TOTAL	5,914

27,585

Total Items

inspect[®] Instruct. Inform. Increase.

TN ENGLISH



GRADE	ITEMS	CR [⚡]
K	229	1
1	691	13
2	1023	19
3	1472	150
4	1723	103
5	1332	110
6	1149	168
7	833	179
8	799	152
9-10	1454	187
11-12	456	152
TOTAL	11,161	1,234

TN MATH



GRADE	ITEMS	CR [⚡]
K	306	34
1	680	79
2	928	21
3	1910	144
4	2708	139
5	1808	168
6	2447	345
7	1518	317
8	1287	74
9-12	2832	276
TOTAL	16,424	1,597

CR[⚡] = Constructed Response

4.2.3 Provide a platform for educators to create and/or administer assessments. The assessments are to have the optional capability of being multiple choice, rubric-based, written or oral assessments.



PowerSchool Assessment is a content neutral platform that supports many different types and sources of test items. Users may create and deliver assessment utilizing any combinations of item types and content providers. PowerSchool Assessment mirrors today's high-stakes assessments and supports the following item types:

- Technology Enhanced Items
- Drag and Drop
- Multiple Select/Hotspot
- Fill in the Blank
- Constructed Response/Open Ended
 - Rubric scored
- Multiple Choice

Please note that additional item types are on our 2016-17 product road map to be released.

PowerSchool allows for the creation of Technology Enhanced Items and Constructed Response Items. Teachers can create and share an unlimited number of these new and more rigorous item types.

4.2.4 Capable of allowing educators to deposit, inventory and deploy high quality, validated items that align to State of Tennessee and district standards.

PowerSchool Assessment allows for educators to deposit, inventory, and deploy high quality, validated items that align to the Tennessee and district standards. Our solution allows for the creation of multiple choice, technology enhanced (TEI), and constructed response items.

Educators can create, modify and share an unlimited number of items as necessary.

PowerSchool Assessment's "New Item Creation Wizard" takes users through a step by step process to create, format, and align content. Content created by Knox County staff will be easily identified and labeled as locally created items.



DO NOT REMOVE
FILE DOCUMENT

4.2.5 Ability for educators to create assessments from an item bank and share them in a collaborative space.

PowerSchool assessment allows educators to create assessments from an item bank and share them in a collaborative system. Our comprehensive, cloud-based platform supports a balanced assessment system that allows the effective use of formative, interim, and summative measures of student performance.

Educators can efficiently create assessments in an intuitive and easy to use standards aligned interface. Users can work collaboratively in the solution with their colleagues at the school or district level. Assessments are stored in district defined Exam Categories and folders that facilitate sharing and collaboration.

4.2.6 Options for both online and paper delivery

PowerSchool Assessment provides multiple online testing and offline testing options to meet the unique needs of each student. Knox County will have the flexibility to utilize the following assessment delivery methods and take full advantage of real time reporting.

PowerTest - where students take the exam online with the ability to have randomization of question order, reading passage order and answer option order. PowerTest is a browser based program compatible across devices. There is a dedicated app for iOS and Android tablets as well. PowerTest provides students with a cutting edge, online testing experience that includes enhanced technology and online tools. In an effort to maximize teachers' ability to review test questions to a class with limited individual devices, PowerTest is compatible with interactive presentation tools.



Paper/Pencil - allows the teacher to print off a hard copy of the exam as well as individualized bubble sheets for each student. Answered bubble sheets can then be scanned so that results appear immediately in reporting.

Allowing for assessments to be delivered by paper and pencil and scored by bubble sheets, PowerSchool Assessment provides an industry-leading number of scanning options to ensure that collecting student assessment data is consistent in both online and offline environments.

When collecting student results from paper/pencil administrations, PowerSchool Assessment supports the scanning of answer sheets with a free dedicated app for iOS and Android smartphones and tablets, scan to email technology with copy machines, and image scanning with most scanners.

4.2.7 Grading to be efficient for the user with no delay in reports based on the delivery option (online or paper)



PowerSchool Assessment is designed by educators who understand the need for actionable reporting, PowerSchool Assessment and Analytics delivers accurate, comprehensible data directly after testing in a format that is teacher-friendly and supports a teach-assess-analyze-reteach-reassess formula. This is true for both online and paper/pencil assessments. Reports are available 24/7, providing teachers with readily accessible data so they can quickly and positively impact their instruction while maximizing the potential of each individual student.

PowerSchool Assessment provides the highest level of reporting data for all grade levels. **Results can be seen at the student, section, teacher, school, or district level, and can be filtered and viewed by standard, item, Bloom's Taxonomy level, and/or Webb's DOK level.**

PowerSchool Assessment's Student Growth Reporting Tool allows district employees to quickly and efficiently view students' growth and achievement. The district has full control over the growth model and cut score that is utilized in this report, and teachers can choose to run this report for all of their students or for specific sections/grades/subgroups/etc.

4.2.8 Provide immediate, real-time feedback through reports and item analysis that show mastery status of student learning.

PowerSchool Assessment supports a model for continuous improvement by providing all users a variety of data analysis reports, including:

- Item Analysis
- Standards Mastery
- Drill Downs at district, school, teacher, grade, course, and student levels
- Comparative Analysis
- AYP/AMO Subgroup Analysis
- Filters by Student Demographics
- Webb's DOK and Bloom's Taxonomy Analysis
- Student Performance by Question
- Student Growth

PowerSchool Assessment provides parent-friendly reports for printing and sharing. These reports, as seen below, can give parents a clear and concise gauge of student progress.

Overview Report. The Overview Report in PowerSchool Assessment provides a high-level, quick view for assessment results at all levels (district, school, teacher,

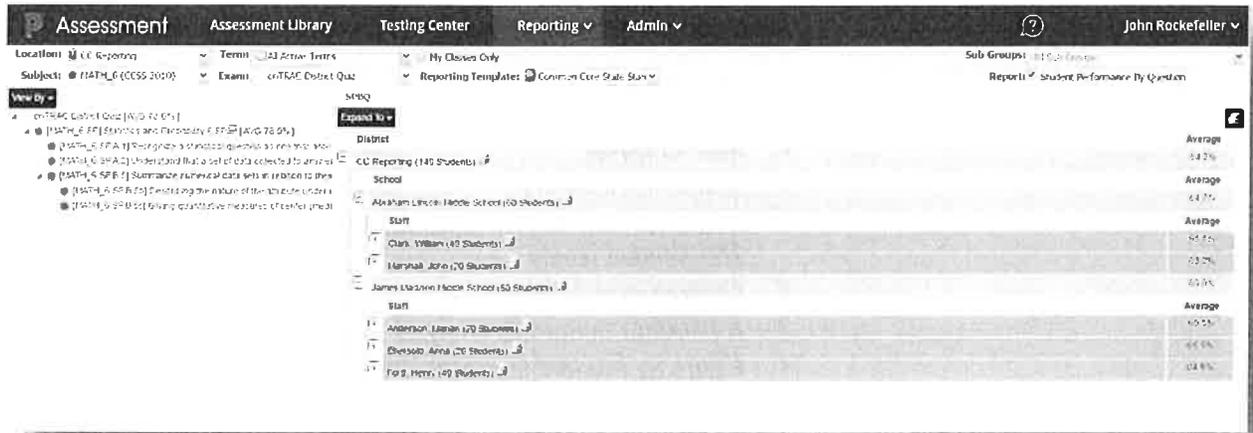
class, and student). The report also provides at-a-glance information regarding performance by NCLB subgroups and the Tennessee Standards.

Grade Sheet Report. The Grade Sheet Report provides a question-by-question look at student performance as it relates to a single assessment administration. Administrators and teachers may analyze results for an entire class or individual students. This interactive report allows for disaggregation by standard, Bloom's Taxonomy, Webb's DOK, Class and Student.

Standards and Item Analysis. The Standard and Item Analysis report is an investigative report that allows for easy aggregation and/or disaggregation of student results for the purpose of identifying areas for improvement. Administrators and teachers can "drill down" to the item level to display distracter analysis.

Student Performance by Question (SPBQ). The Student Performance by Question (SPBQ) report identifies student performance by standard, Bloom's Taxonomy, Webb's DOK and question. By analyzing the results of PowerSchool Assessment's SBPQ report, educators target areas of need at the district, school, teacher, class and student levels.

The following screenshot is an example of SPBQ reporting. Users have full visibility into performance across standards to be able to identify areas of strength and weakness.



The reporting capacity of PowerSchool Assessment makes data analysis simple and allows educators to drill down to view performance in real time and to provide immediate insights into student performance and overall trends. This can be accomplished through report filters or customized metrics set by the district.

Measuring Student Growth. With PowerSchool Assessment, teachers and administrators have a turnkey platform for developing, delivering, managing and monitoring Student Learning Objectives (SLOs) across schools and the district. PowerSchool Assessment offers detailed SLO reporting, allowing separate views for teachers and administrators

SLO Reporting displays students' baseline test results, growth targets, post-assessment results, and their growth based on the selected growth model. Data in SLO Reports is color-coded, easing the readability. Metrics are adaptable to allow different viewing permissions between administrators and teachers.



PowerSchool Analytics is able to integrate data from other external sources (e.g. State Summative, Local Assessments, Attendance, Grades, Discipline, MAP, WIDA, COGAT, etc.) for analysis and reporting.

Student Snapshot provides a longitudinal and comprehensive profile of each student's academic, attendance, and behavior histories.

Performance Snapshots allows a district to easily run reports based on metrics. These metrics can be customized at the district, school or class level to evaluate a variety of data sources in one report, providing quick and easy snapshots to identify areas of weakness and to facilitate data-driven instructional decisions.

4.2.9 Reports for assessment data provided should be easy-to-read charts and/or graphs while also allowing the opportunity for educators to "drill down" within the data. These graphs should allow real-time progress monitoring of core standard(s).

PowerSchool Assessment and Analytics visualizes data to help identify strengths and weaknesses in an efficient and timely manner. Our solution offers clear data illustration and easy reporting to so teachers and administrators spend less time manipulating data and more time focused on improving instruction.

PowerSchool Assessment offers easy-to-read charts and graphs that allow educators to drill down and disaggregate as needed. This allows for real-time progress monitoring of core standards and students.

The screenshot on the following page is an example of our solution's interactive, standards based reporting that allows users to set their proficiency/pass rate to monitor progress on standards. Users have clickable graphs with drill down capability to see the individual students that make up the report.

<p>Criteria Summary</p> <p>Term: All Active Terms</p> <p>Subject: 2010 MATH_6</p> <p>Exam: onTRAC District Quiz</p> <p>Location: Abraham Lincoln Middle School</p>	<h2>MATH6(13-)</h2> <h3>CourseSection Overview</h3>								
<p>Statistics</p> <p>Standards Tested: 4</p> <p># of Items: 20</p> <p># of Student(s) Tested: 20</p>	<p>Pass Rate</p> <p>70.0% 30.0%</p> <p>Passed 70.0%-100.0% / Failed 0.0%-69.9%</p>								
<p>Reports</p> <p>Class Mastery</p> <p>Individual Mastery</p> <p>Individual Standard</p> <p>Student Exam Grade Sheet</p>	<p>Standard Pass Rates</p> <table border="1"> <tr> <td>MATH_6.SP.A.1</td> <td>100.0%</td> </tr> <tr> <td>MATH_6.SP.A.2</td> <td>90.0%</td> </tr> <tr> <td>MATH_6.SP.B.5b</td> <td>60.0%</td> </tr> <tr> <td>MATH_6.SP.B.5c</td> <td>30.0%</td> </tr> </table>	MATH_6.SP.A.1	100.0%	MATH_6.SP.A.2	90.0%	MATH_6.SP.B.5b	60.0%	MATH_6.SP.B.5c	30.0%
MATH_6.SP.A.1	100.0%								
MATH_6.SP.A.2	90.0%								
MATH_6.SP.B.5b	60.0%								
MATH_6.SP.B.5c	30.0%								

4.2.10 Ability to be easily exported to Knox County Schools' gradebook or student information system

PowerSchool Assessment offers numerous printable and exportable reports. We also have the ability to generate custom reports based on specific criteria. PowerSchool will work with Knox County to understand the export requirements and meet those needs.

4.8 General Specifications

4.8.1 Item Bank Requirements to deposit, inventory and deploy high quality validated items that align to State of Tennessee and district standards:

–Demonstrate that items are aligned to the Tennessee Department of Education curriculum and assessment standards in grades K-12 to include the four core content areas of math, ELA, science, and social studies.

–The ability to provide the appropriate standard for any item in the item bank or for questions that have been uploaded to the system.

–The opportunity to upload school- or district-created items.

–The ability to label various question

PowerSchool Assessment has over 100,000 high quality items aligned to the Tennessee State Standards through our item bank and content partners. Our Content Team applies a rigorous process to all items in our bank to ensure proper standards alignment. Additionally, PowerSchool is currently working with around 20 Tennessee school districts (including Clarksville Montgomery County, Johnson City Schools, Maury County, etc.) to deliver formative assessments. **We engage our partner districts to elicit feedback and continually improve our item bank offering.**

PowerSchool Assessment allows for the standard alignment of any item into the item bank through the new item creation process. Users can see the full standard set including all sub categories and standard details.

PowerSchool Assessment allows for the unlimited entry of district and school created items. Users can input multiple choice, technology enhanced, and constructed response

item characteristics such as Bloom's level, grade level and curriculum standard(s)

items through an easy to use an intuitive "New Item Creation Wizard" interface. Additionally, we can support batch QTI import of items as well.

Users have the ability to label multiple item characteristics such as Booms Taxonomy, Webb's DOK, grade level, and standard. These question characteristics are readily viewable in the user interface to help users identify questions that are the best fit for their assessment goals.

4.8.2 Assessment construction requirements:

- Demonstrated ease of use for teacher/district constructed assessments
- Provide tracking programming for exposure of items
- Programming capability for teacher, school, and/or district to filter items by grade level and/or cognitive level
- Programming capability for assessment tool to create multiple versions of an assessment set of items

PowerSchool Assessment was designed by educators with the goal of being user friendly and intuitive. Users have numerous ways to construct and organize teacher and district assessments. PowerSchool Assessment allows users to drag and drop items on to an assessment, select individual items through an "item review" interface, or automatically populate assessments based on the user's criteria.

Users will have full visibility into an item's exam history. Through a clipboard icon in PowerSchool Assessment users can immediately understand all assessments an item has appeared on and even view that full assessment.

PowerSchool Assessment allows for the filtering of the item bank based on the following criteria:

- Item type
- Bloom's Taxonomy
- Webb's DOK
- Exam usage
- Attached to a resource (reading passage, informational text, etc.)
- Security status

PowerSchool Assessment has the capacity to create multiple versions of an assessment and items. Users can duplicate exams and items and make any desired adjustments.

4.8.3 Reporting requirements:

- Provide a web-based reporting system that is featured by 'drill-down' capabilities
- Must report on percentage of students projected toward proficiency and percentage of students experiencing progress of mastery of a standard at the student, teacher, school and

PowerSchool Assessment offers a full array of web-based reporting capabilities with "drill-down" capabilities. Users will have the ability to view reports at a very granular level to access rich data to inform instruction. PowerSchool Assessment and Analytics allows you to apply filters to reports such as district, school, teacher, class, standard, and student subgroup.

PowerSchool Assessment allows for the tracking of student mastery of standards. Users can easily view both a graphical

system levels. Please provide sample reports in Proposal

–Provide a test item distractor analysis

and tabular representation of performance at standards. This can be done at the district, school, teacher, class, and student level.

PowerSchool Assessment has robust test item distractor analysis. Users can view distractor analysis at the district, school, teacher, class, and student level. PowerSchool Assessment offers great insight into where students got off track on questions and standards.

4.8.4 Training requirements:

–Professional development session(s) should be provided for district and/or school level personnel to include the use and administration of the assessments, use and interpretation of reports, and effective implementation practices; –Train and support administrative staff on the use of the AMT, how to interpret it's results, and how to write quality items; –Train and provide assistance to KCS staff in troubleshooting connectivity and/or any other technology issue(s)

Please see pages 15 – 16 of our response for details on our proposed training for KCS.

4.9 Management Tool Capabilities

4.9.1 The following items must be outlined in detail based on current product capabilities and at start-up available for full implementation:
Specific Features

Please see the overviews of our PowerSchool Assessment and Analytics solutions, provided immediately following this section on pages 27 – 36 of this proposal.

4.9.2 Resources available and embedded in the software functionality

Please see the overviews of our PowerSchool Assessment and Analytics solutions, provided immediately following this section on pages 27 – 36 of this proposal.

4.9.3 All value-added features detailed

One value-added feature included in our proposed solution is our **Interventions module** (refer to following overview). PowerSchool Analytics features a distinctive Interventions module, allowing teachers and staff to track the assignment and administration of interventions for students. Establishing areas of eligibility provides **quick identification of students who would most benefit from intervention**, while creating intervention categories and programs. The PowerSchool team will provide the guidance needed for KCS to have the intervention and eligibility components setup that best meets the district's goals and objectives.

PowerSchool Assessment: Solution Overview

PowerSchool Assessment is a comprehensive, web-based solution that enables schools and districts to create, formative, benchmark, and summative assessments that are delivered online or by paper/pencil; and receive real-time reports to guide instructional decisions. PowerSchool Assessment is a vendor hosted solution and is provided as a Software as a Service (SaaS) offering—requiring no installation by the district. PowerSchool Assessment is capable of integrating securely and seamlessly with the district through both automated data management and manual data manipulation. For seamless classroom application, assessments can be delivered online and offline within the PowerSchool Assessment solution. In each instance of delivery, reporting is immediately available with no latency, enabling the teacher to modify instructional approaches as needed.

PowerSchool Assessment empowers teachers and helps improve student growth. PowerSchool Assessment assists teachers and administrators in making data-driven curriculum decisions in an effort to raise student achievement. The analysis and application of formative assessment data as part of a continuous improvement model is a powerful way to improve student achievement. Make data timely and accessible for your students, teachers, and administrators through a platform that is easy-to-use, well supported, and highly adopted.

PowerSchool Assessment benefits students, teachers, and administrators:



A content neutral platform that supports many different types and sources of test items. Users may create and deliver assessments utilizing many combinations of item types and content providers.



Standards Alignment. A tight alignment between standards, curriculum, instruction and assessment builds teacher confidence in the inferences drawn from assessment data.



An intuitive online testing interface. Online assessment is delivered through a multi-platform application - PowerTest™. The only requirements are an internet connection and browser for immediate access.



A balanced assessment system. Supports the effective use of formative, interim, and summative measures of student performance that address student needs immediately.



Technology Enhanced Items (TEI). Supports a wide variety of items types including drag and drop, hotspot, ordering, single line response, etc.



Incorporate data, reporting, and graphs into your management to help improve performance in your classes, schools and district.



Identify trends, discover areas of weakness, and understand growth areas so you can better plan and allocate resources, helping you improve education and achievement.

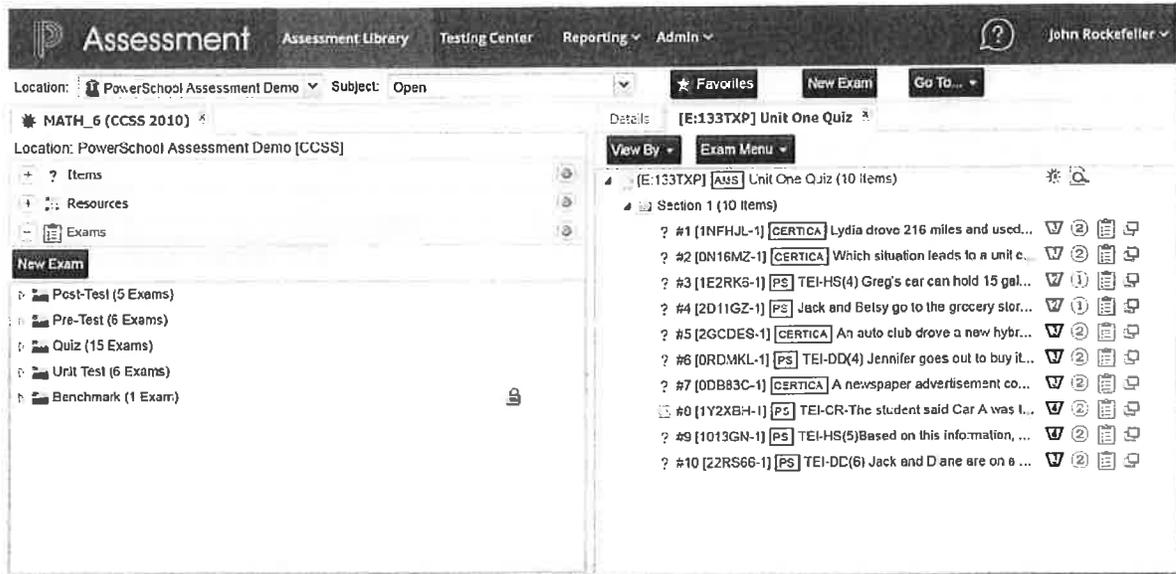


Understand the state of affairs quickly and simply with clear data illustration and easy reporting so teachers spend less time manipulating data and more time improving instruction.

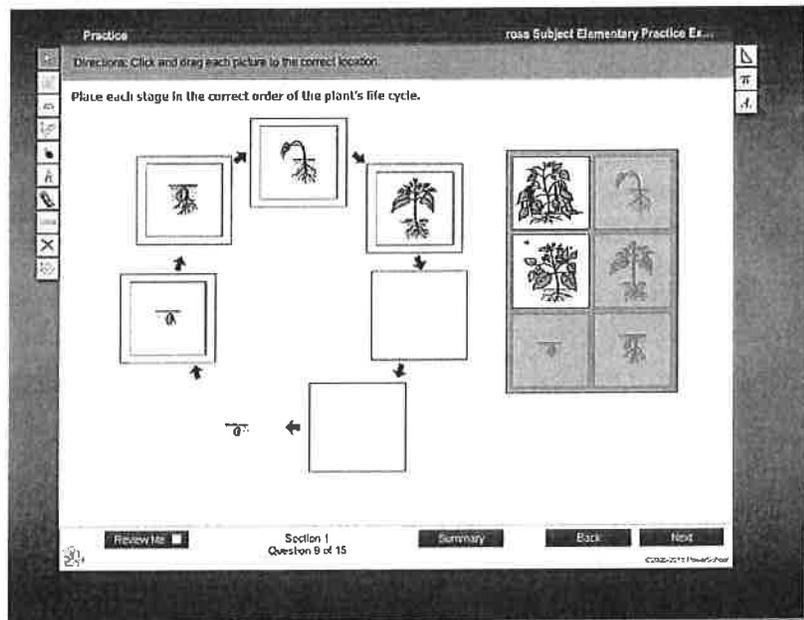
PowerSchool Assessments allows teachers and administrators to build their own formative assessments utilizing a huge bank of standards-aligned items, or by using pre-built assessments. Educators can distribute district-wide assessments, or collaborate across classes and schools to create assessments for the district. Permissions within the software enable the right people to have the right access, helping districts to understand and build student performance.

The following pages contain screenshots of our application for your review.

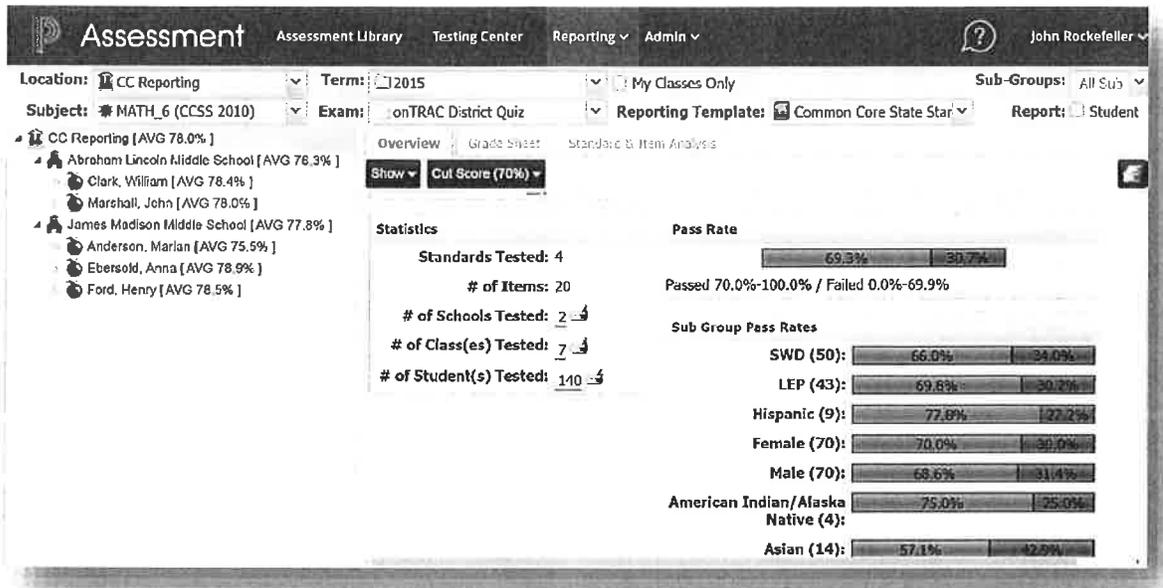
Standards Aligned Item Bank. Empowers teachers and administrators to build their own formative assessments utilizing a huge bank of standards-aligned items. The item bank is comprised of a variety of different item types including technology enhanced items. All items are aligned to Blooms Taxonomy and Webb's Depth of Knowledge.



Assessment Creation. Educators can create and distribute district-wide assessments, or collaborate across classes and schools to create assessments. This allows for the alignment of assessment to your curriculum.



Multiple Assessment Delivery Methods. Deliver assessments via paper/pencil or online options. PowerTest is a multi-platform online student testing interface that closely mirrors state summative testing environments. You can utilize a full array of online tools and take advantage of next generation item types.



Real Time Reporting. Immediate access to district, school, classroom, and student performance on formative assessment with easy to interpret graphs and reports. Empowers teachers with insights to adjust how they support their students.

Assessment | Assessment Library | Testing Center | Reporting | Admin | John Rockefeller

Location: CC Reporting | Term: 2015 | My Classes Only | Sub-Groups: All Sub-Groups

Subject: MATH_6 (CCSS 2010) | Exam: onTRAC District Quiz | Reporting Template: Common Core State Star | Report: Student Performance By Question

Overview | Grade Sheet | Standard & Item Analysis

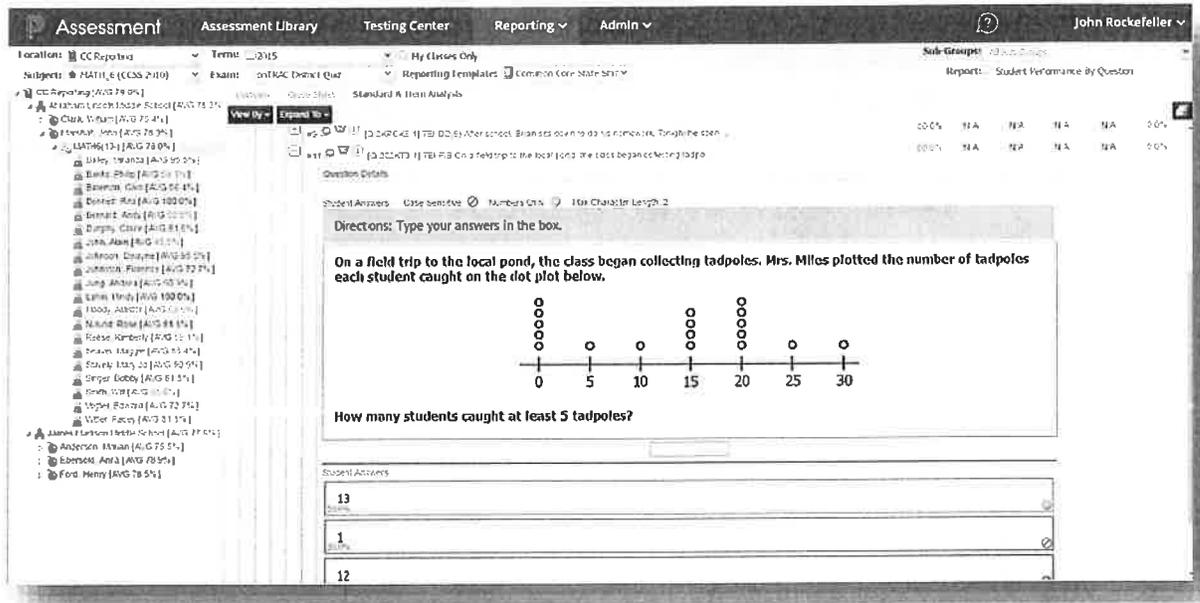
CC Reporting [AVG 78.0%]

- Abraham Lincoln Middle School [AVG 78.3%]
 - Clark, William [AVG 78.4%]
 - Marshall, John [AVG 78.0%]
- MATH_6 (13) [AVG 78.0%]
 - Balcy, Brenden [AVG 91.5%]
 - Banks, Philp [AVG 74.5%]
 - Burman, Glen [AVG 68.4%]
 - Busch, Bill [AVG 100.0%]
 - Bernard, Andy [AVG 91.0%]
 - Durley, Clare [AVG 81.8%]
 - Edm, Adam [AVG 85.5%]
 - Francis, Deanna [AVG 66.6%]
 - Johnson, Finneas [AVG 72.7%]
 - Jung, Ashina [AVG 80.9%]
 - Lewis, Cindy [AVG 100.0%]
 - Lloyd, Alanna [AVG 91.0%]
 - Lewis, Rose [AVG 81.0%]
 - Reese, Kimberly [AVG 81.1%]
 - Seaver, Hooper [AVG 80.4%]
 - Shively, Elan Jo [AVG 90.9%]
 - Singer, Bobby [AVG 81.8%]
 - Smith, Will [AVG 81.0%]
 - Yogler, Edward [AVG 72.7%]
 - Willis, Patsy [AVG 81.8%]
- James Madison Middle School [AVG 77.8%]
 - Anderson, Marlan [AVG 75.5%]
 - Ebersold, Anna [AVG 78.9%]
 - Ford, Henry [AVG 78.5%]

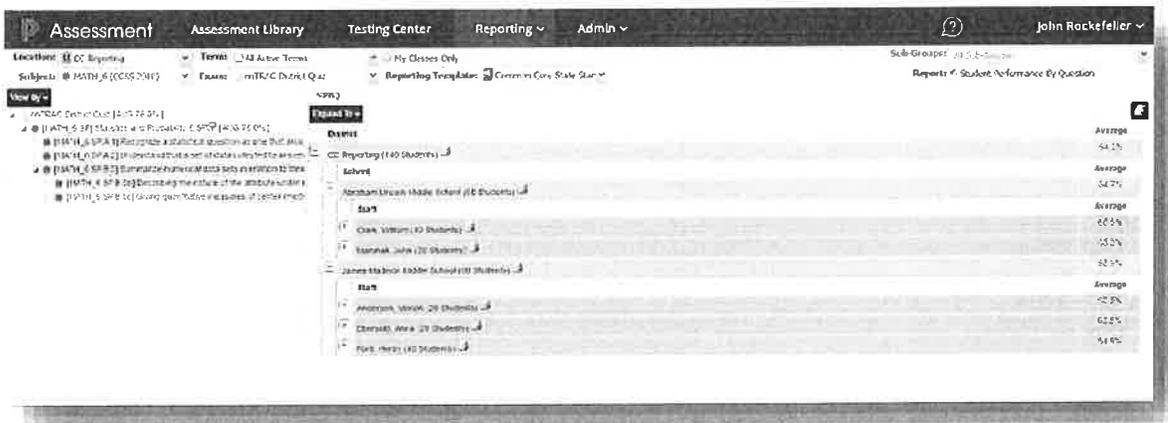
Students

Students	78.0% SCORE	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	#13	#14	#15	#16	#17	#18	#19	#20
Class Total	78.0%	39.0%	50.0%	100.0%	100.0%	100.0%	50.0%	2.0%	90.0%	80.0%	100.0%	50.0%	50.0%	80.0%	50.0%	90.0%	1.6%	50.0%	90.0%	100.0%	90.0%
Balcy, Brenden	91.5%	/C	/D	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C
Banks, Philp	74.5%	/C	/D	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C
Burman, Glen	68.4%	/C	/D	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C
Busch, Bill	100.0%	/C	/D	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C
Bernard, Andy	91.0%	/C	/D	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C
Durley, Clare	81.8%	/C	/D	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C
Edm, Adam	85.5%	/C	/D	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C
Francis, Deanna	66.6%	/C	/D	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C
Johnson, Finneas	72.7%	/C	/D	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C
Jung, Ashina	80.9%	/C	/D	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C
Lewis, Cindy	100.0%	/C	/D	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C
Lloyd, Alanna	91.0%	/C	/D	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C
Lewis, Rose	81.0%	/C	/D	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C
Reese, Kimberly	81.1%	/C	/D	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C
Seaver, Hooper	80.4%	/C	/D	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C
Shively, Elan Jo	90.9%	/C	/D	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C
Singer, Bobby	81.8%	/C	/D	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C
Smith, Will	81.0%	/C	/D	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C
Yogler, Edward	72.7%	/C	/D	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C
Willis, Patsy	81.8%	/C	/D	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C
Anderson, Marlan	75.5%	/C	/D	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C
Ebersold, Anna	78.9%	/C	/D	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C
Ford, Henry	78.5%	/C	/D	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C	/C

Item Analysis. Item analysis provides insight and visibility into student responses. Reports can be further disaggregated by standard, Blooms Taxonomy, and Webb's Depth of Knowledge.



Standard and Item Analysis. Provides valuable insight into district, school, and class performance on standards. Offers clear data illustration and easy reporting so teachers can spend more time on instruction.



Student Performance By Question (SPBQ). Provides standards based reporting across the district, school, teacher, class, and student level. Users have full visibility into performance across standards to be able to identify areas of strength and weakness.

<p>Criteria Summary</p> <p>Term: All Active Terms</p> <p>Subject: 2010 MATH_6</p> <p>Exam: onTRAC District Quiz </p> <p>Location: Abraham Lincoln Middle School</p>	<h2>MATH6(13-)</h2> <h3>CourseSection Overview</h3>								
<p>Statistics</p> <p>Standards Tested: 4</p> <p># of Items: 20</p> <p># of Student(s) Tested: 20 </p>	<p>Pass Rate</p> <div style="text-align: center;">  <p>Passed 70.0%-100.0% / Failed 0.0%-69.9%</p> </div>								
<p>Reports</p> <p>Class Mastery </p> <p>Individual Mastery </p> <p>Individual Standard </p> <p>Student Exam Grade Sheet </p>	<p>Standard Pass Rates</p> <table border="1"> <tr> <td>MATH_6.SP.A.1</td> <td style="text-align: center;">100.0%</td> </tr> <tr> <td>MATH_6.SP.A.2</td> <td style="text-align: center;">90.0%</td> </tr> <tr> <td>MATH_6.SP.B.5b</td> <td style="text-align: center;">60.0%</td> </tr> <tr> <td>MATH_6.SP.B.5c</td> <td style="text-align: center;">30.0%</td> </tr> </table>	MATH_6.SP.A.1	100.0%	MATH_6.SP.A.2	90.0%	MATH_6.SP.B.5b	60.0%	MATH_6.SP.B.5c	30.0%
MATH_6.SP.A.1	100.0%								
MATH_6.SP.A.2	90.0%								
MATH_6.SP.B.5b	60.0%								
MATH_6.SP.B.5c	30.0%								

Standard Based Reporting. Interactive, standards based reporting that allows users to set their proficiency/pass rate to monitor progress on standards. Clickable graphs with drill down capability to see the individual students that make up the report.

PowerSchool Analytics: Solution Overview

PowerSchool Analytics is a longitudinal data system designed to help educators make data-driven decisions about instruction, curriculum, and professional development. Visual illustrations and comparative analysis of long-term academic performance, state data, attendance data, and intervention data provide insights to inform decisions. Educators can address areas that need additional support for both students and teachers, and helps identify areas of weakness at the school, district, or classroom level.

PowerSchool Analytics a comprehensive, web-based, vendor hosted solution provided as a Software as a Service (SaaS) offering—requiring no installation by the district. The PowerSchool platform is capable of integrating securely and seamlessly with the district through **both automated data management and manual data manipulation.**

Every stakeholder involved (district, school and teacher) gets a full 360° view of student progress to ensure that all students have the greatest chance to succeed. **The analysis and application of formative assessment data as part of a continuous improvement model is a powerful way to improve student achievement.** Make data timely and accessible for your students, teachers, and administrators through a platform that is easy-to-use, well supported, and highly adopted.

PowerSchool Analytics empowers and enables district administrators, school administrators, teachers, students and parents to make good decisions regarding each student's educational needs. PowerSchool offers an integrated student data system that supports long-term growth and achievement.



Identify trends, discover areas of weakness, and understand growth areas so you can better plan and allocate resources, helping you improve education and achievement.



Incorporate data, reporting, and graphs into your management to improve performance in your district. Identify, foster, and develop school strengths and improve upon areas needing growth.



Common Language. The customizable Performance Snapshot promotes the district to set performance levels and speak the same language when identifying thresholds.



Understand what is actually going on at your school and district. Data visualization helps to identify strengths and weaknesses.



Empower teachers to understand how their students and classes are learning and progressing.



Help students celebrate their accomplishments when they reach one of their learning goals.



Great schools help their teachers to grow, too. Set goals for teachers, and give them tools to track their progress with the touch of a button.



Clear data illustration and easy reporting so teachers spend less time manipulating data and more time improving instruction.

Analytics Interventions Reporting ▾ Admin ▾

STUDENT SNAPSHOT: Cole, Jordan Morgan (9999999811)

Overview State Assessments Local Assessments Report Card Other Scores *Show Enrollment History* *Student Search* ⚙️



State ID: 9999999811
Student #: 68380
School: Sampleville High
Grade: 11
DOB: 03-30-1998
Age: 18
Gender: Male

Ethnicity: Non-Hispanic
Race: Unknown
GPA: 2.554 (2015) *(Show History)*
LEP: Yes
Gifted: -
SWD: -
At Risk: Yes

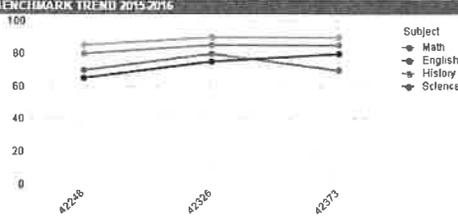
Title I: -
504: -
Groups: Gap Group 1

Active Courses
Algebra - 04 - 22 - 2
Algebra II - 04 - 04 - 4
Chemistry - 3 - 03 - 3
Geometry - 12 - 4
Reading 11 - 2 - 02 - 2
US History II - 01 - 3
World History I - 01 - 1

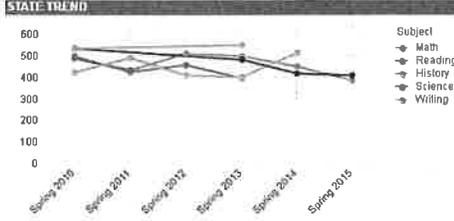
BENCHMARK SCORES 2015-2016				
Subject	Q1	Q2	Q3	Q4
Math	80	85	85	84
English	70	80	70	
History	85	50	90	
Science	65	75	60	

MOST RECENT STATE SCORES					
Test	Administration	Score	F	P	A
Biology (1995 and 2003)	Spring 2015	411			○
Geometry	Spring 2015	357	○		
World Geography (2001)	Spring 2014	515			○
Gr 8 Reading	Spring 2013	325	○		
Gr 8 Writing	Spring 2013	551			○

BENCHMARK TREND 2015-2016



STATE TREND



GRADES 2015-2016					
Course	Q1	Q2	Q3	Q4	Final
Algebra II	E3	76	50	52	88
Chemistry	50	91	80	50	50
English 11	75	78	81	80	82
Physical Education	87	83	04	AC	BT

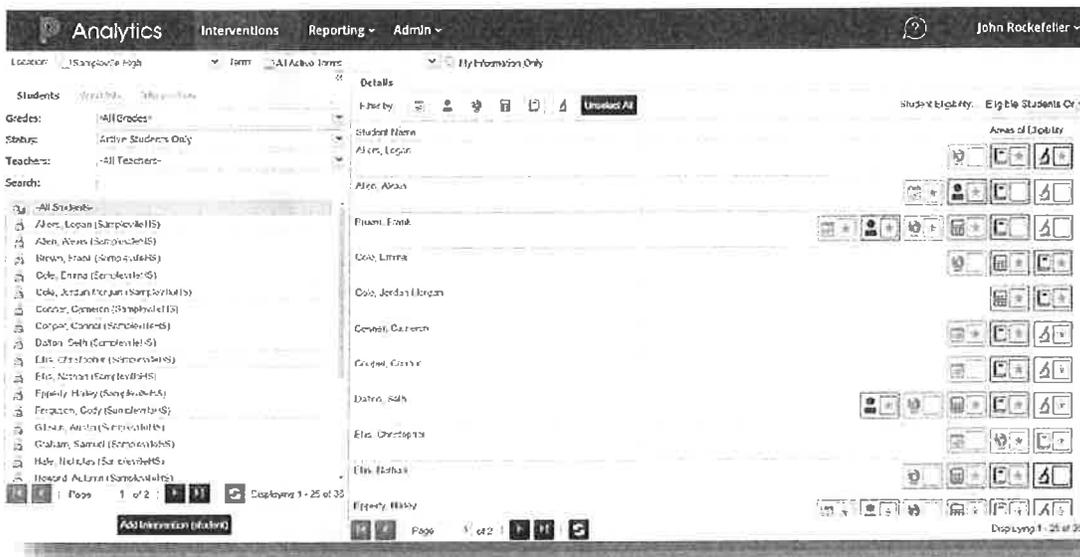
ATTENDANCE 2015-2016				
	Q1	Q2	Q3	Q4
Absent	1	1	1	1
Tardy	3	1	0	1

DISCIPLINE 2015-2016				
	Q1	Q2	Q3	Q4
Suspension	1	0	2	3
Referral	3	0	1	4

Student Profile. Offers a 360 degree view of student performance by bringing together all relevant student data in an easy to read overview report with both graphical and tabular displays.



Performance Snapshots. A performance reporting tool that identifies areas of strength and weaknesses at the district, school, or classroom level. Evaluate a variety of data sources in one report to quickly and easily view snapshots to facilitate data-driven instruction. Use as an Early Warning System to identify students who are at risk and take preventative action/intervention.



Intervention Dashboard. Create thresholds comprised of risk indicators based on academic, attendance, or behavior metrics. An easy to read dashboard instantly notifies you as students are in need of interventions.

Edit Intervention

Student Name: Cole, Jordan Morgan Grade: 11 School: Sampleville High

Student Intervention Details Question Notifications Progress Status Progress Points Graph View

Reason For Intervention: Falling Score on Benchmark #1

Area For Improvement: Long Division

Intervention: Math Climbers

Goal Of Intervention: Increase Benchmark Performance

Progress Tool: Math Mountain 123

Student Target: 225

Measurement Range Values: 65 to 300 (exc 50 to 300)

Frequency: Daily

Duration: 6 weeks

Start Date: 07/16/2015

End Date: 09/10/2015

School: Sampleville High

Select Teacher Assigning: Armstrong, Louis

Or Type In Name*:

Select Teacher Responsible: Kennedy, Robert

Or Type In Name*:

Secondary Staff:

RTI Tier: II

Status: Completed

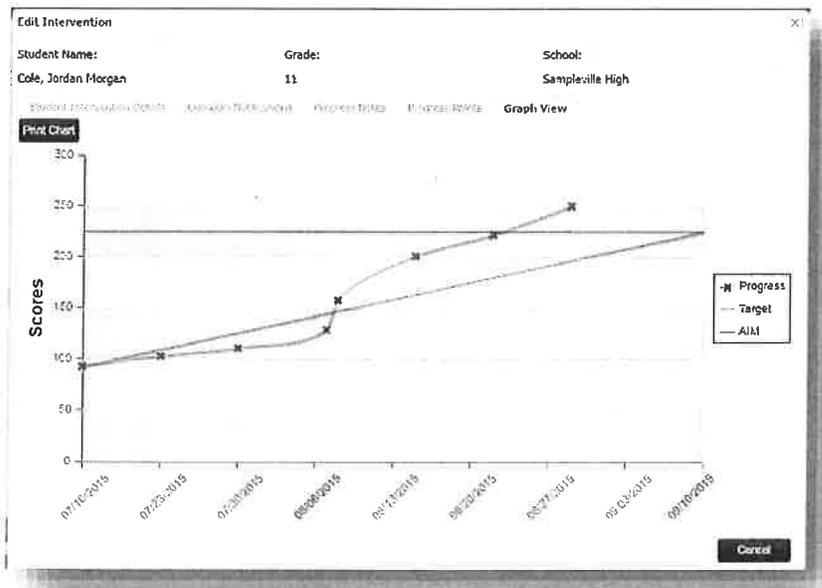
Result: Effective

*Not reportable in Ad-Hoc reporting

Evidence: Final score of 251 exceeded target of 225, increased benchmark performance.

Print Print Blank Save Duplicate Cancel

Response to Intervention. Our RTI/Intervention solution is a full-lifecycle solution that reduces the burden of manually tracking, monitoring, and managing RTI programs. Create, monitor, and document student interventions from one easy to navigate interface.



Intervention Tracking. Monitor student progress in real time to make instructional decisions and track progress.

Post-Implementation Support

Every single user with a login to PowerSchool Assessment will also have access to direct and immediate support from PowerSchool Live Assist.



Educators can contact PowerSchool Live Assist via a remote screen sharing session. This tool allows any PowerSchool Assessment user to invite a PowerSchool Live Assist representative to view their computer screen in real time to observe the issue and guide the user through the problem by drawing on their screen, or with permission, accessing their mouse and navigating for them. This resource is available to users Monday – Friday, 9 a.m. to 5 p.m. (in their respective time zone) while educators are actively engaged on the platform during the school day. There are three easy ways to connect with PowerSchool Assessment Technical Support:

- Online chat and remote screen share
- Email correspondence
- Phone support

As educators, we understand the time constraints in the classroom; so there is never a wait time to speak with a PowerSchool Live Assist representative.

We provide assistance while in the classroom, getting questions quickly addressed so that you can continue teaching.

Our current users appreciate this level of service so much that continue to let us hear their thanks. On average, 40% of all PowerSchool Live Assist calls that we receive are rated by our customers and, of those, we are proud to maintain a Customer Satisfaction rating of 95%.

Our support team will help you in any way that is convenient for your environment. Our goal is to give teachers assistance without disrupting their day-to-day responsibilities and attention to their students. If PowerSchool Live Assist is not enough, we also provide no hold guaranteed phone support as well as e-mail support with a 24-hour response.

Maintenance, Updates, & New Releases

We do regularly update the Assessment system/have releases on Tuesdays and Thursdays. These updates rarely require any sort of outage or interruption of service, and any updates/additions that will impact users are posted on our Help site as Release Notes.

Because we are fully web-based SaaS solution, these releases do not require any action on the part of the client, and they are timed and executed to avoid any interruption to service. When we

occasionally have maintenance or upgrades that require interruptions to service, we notify our client base as far in advance as possible and schedule for times where it will impact clients the least (weekends/over the summer); those times are rare, historically. For new features, particularly "big" ones, we notify key contacts through a variety of methods such as targeted email, Newsletters, News and Updates, banner notifications, social media, etc. so they are aware of the new feature and are directed to resources.

If a user experiences an issue with the Assessment and Analytics system, they are encouraged to contact the Support team to troubleshoot the issue. If the issue is unable to be resolved, the Support team will report the issue to our Development team where it will be prioritized for resolution.

Part IV – Technical Specifications

The end of this section contains an outline of the technical specifications for using the PowerSchool Assessment and Analytics system. This includes requirements for platforms and browsers, internet connectivity, and mobile device requirements.

Following is our response to items found in Section 4.12 of your RFP.

4.12 Technical Specifications

District is requesting a Proposal for a Software as a Service (SaaS) or Application Service Provider (ASP) model whereby the Vendor will host, maintain and administer all necessary components. The software must allow for account administration and role-level security to be maintained by KCS district staff. —The successful Proposer will have security features capable of preventing unauthorized access to the database. Vendor is to specify any requirements regarding data security/privacy and intrusion detection. Vendor is also to state clear responsibilities of KCS IT in preventing and detecting unauthorized access.

Knox County School IT Department will have account administration and role level security access to PowerSchool Assessment. PowerSchool will work with Knox County to identify the key personnel and assign the necessary user rights in the solution. Knox County will be able to manage account administration and role security for the school district.



The successful AMT will support the following web browsers at a minimum: Safari 9.1, Internet Explorer 11+, Google Chrome 51+, Microsoft Edge, Firefox 46+, and Mobile Safari. As browser updates become available, Vendor is to give KCS adequate notice of any foreseeable disruptions due to updates.

PowerSchool Assessment and Analytics is compatible with all web browsers listed.

The successful AMT will support the following operating systems at a minimum: Windows 7, 8, 10+, Apple Mac OS X 10.8+, Chrome OS 48+, and Apple iOS 8+. As system updates become available, Vendor is to give KCS adequate notice of any foreseeable disruptions due to updates. **Vendor is to also list any and/or all required plugins for full product functionality.

PowerSchool Assessment and Analytics supports all of the operating systems listed. **Please see the following pages for detailed information on the technical specifications for using the PowerSchool Assessment and Analytics system.** This includes requirements for platforms and browsers, internet connectivity, and plugins.





Full Technical Specifications and Requirements

Tech Support Contact Information

Phone: 855.423.2223 | Email: support@interactiveachievement.com

PowerSchool Assessment Device Requirements

PowerSchool Assessment & Analytics software can be accessed and is compatible with **Mac**, **PC**, and **Chromebook** platforms. Specifically, the configurations listed in figures A, B, and C are tested and are known to support Assessment & Analytics functionality.

Please note:

Some Assessment & Analytics functionality may be available when utilizing systems not listed or not meeting the minimum requirements below. Full functionality and support, however, cannot be guaranteed for systems outside of those specified.

Figure A: Windows PC System Requirements for Assessment & Analytics

Operating System	Microsoft Windows 8.1, 8, 7
Processor	Intel® 2.0 GHz or faster
Available Disk	500 MB (minimum)
RAM	2 GB or greater
Display	System recommended resolution or greater. If using a resolution lower than the system recommended, the Assessment & Analytics and PowerTest user experience could be affected.
Navigation Device	mouse/pointing device/keyboard
Browser	Internet Explorer, Firefox and Chrome (one of 3 latest applicable releases; allow pop-ups)
Software	Adobe® Flash Player 11.3 + PDF reader (Adobe® X or higher recommended)

Figure B: Apple System Requirements for Assessment & Analytics

Operating System	Mac OS X v10.8 or later (Intel)
Processor	Intel® 2.0 GHz or faster
Available Disk	500 MB (minimum)
RAM	2 GB or greater
Display	System recommended resolution or greater. If using a resolution lower than the system recommended, the Assessment & Analytics and PowerTest user experience could be affected.
Navigation Device	mouse/pointing device/keyboard
Browser	Safari, Firefox and Chrome (one of 3 latest applicable releases; allow pop-ups)
Software	Adobe® Flash Player 11.3 + PDF reader (Adobe® X or higher recommended)

Figure C: Chromebook System Requirements for Assessment & Analytics

Operating System	Chrome OS
Processor	Intel® 1.5 GHz or faster
Available Disk	16 GB SSD or greater (minimum)
RAM	2 GB or greater
Display	System recommended resolution or greater. If using a resolution lower than the system recommended, the Assessment & Analytics and PowerTest user experience could be affected.
Navigation Device	mouse/pointing device/keyboard
Browser	Google Chrome (allow pop-ups)
Software	Adobe® Flash Player auto updates within Google Chrome browser

**Please note:**

If unable to whitelist the specified URLs, please email support@interactiveachievement.com for alternative IP information.

Assessment & Analytics Whitelisting

The following URL's will need to be whitelisted for Assessment & Analytics.



Access to Assessment & Analytics

Assessment is a web-based software program that can be accessed from the Assessment & Analytics website <http://www.interactiveachievement.com>

- ➔ Click **TEACHER LOGIN** located in the top right corner
- ➔ Select the state from the drop-down menu under 'State'
- ➔ Select the school division from the drop-down menu under 'District'
- ➔ Select the 'onTRAC' icon to be directed to the login page

Minimum Infrastructure Recommendations for Student Testing*

Exam content (both text and image) is delivered through PowerTest as a series of image files. Accordingly, school and classroom infrastructure must be able to manage both the volume of data and number of individual hits needed to deliver exams to the student device. Due to variations within a district or school infrastructure the specific bandwidth needs may vary. The chart below provides an estimate of how much load is generated per second for a given number of student tests during download. These are provided as a guideline for determining whether the infrastructure available at a particular location (specifically the classroom/lab where testing occurs) meets the minimum for testing performance.

Typical Load Based on Students per Minute

Exams Downloaded Per Min (SPM)	Hits Per Sec (HPS)	Megabits Per Sec (MPS)
50	167	5
100	333	10
200	667	20

PowerSchool delivers exam content images using industry standards, allowing exam content to be cached through most caching appliances. When conducting student testing, using a caching appliance can decrease bandwidth consumption per student and total load on infrastructure. For assistance in determining whether your current caching appliance is compatible with Assessment exam content delivery, please email support@interactiveachievement.com.



Access to PowerTest

PowerTest is a web-based student testing interface that can be accessed in a variety of ways. For ease of access it is recommended that URL shortcuts be created for PC, Macs, and Chromebooks and the PowerTest app be installed on compatible tablets.

1. PowerTest URL Shortcut

- ➔ Create a desktop shortcut through the browser settings
- ➔ Click the shortcut that has been recently created to ensure functionality
- ➔ PowerTest software can be accessed by using the following format in a web browser:
https://iTest.interactiveachievement.net/StateCode_DistrictCode/v7/
 Example: https://iTest.interactiveachievement.net/va_testing/v7/
- ➔ URL shortcuts compatible with devices covered in Figures A, B, and C

2. PowerSchool PowerTest App

- ➔ Available for both iPad and Android devices
- ➔ Download the app from the Apple App Store (iPad) or Google Play Store (Android) by searching for 'PowerSchool'
- ➔ Upon downloading the PowerSchool App to a device, you will be prompted to select your state and district code
- ➔ PowerTest apps compatible with devices covered in Figure D

Figure D: Mobile Device Requirements		
	iPad	Android
Model	Generation 2 or higher	Any
Operating System	iOS 6.1 or higher	OS 4.0 or higher
Screen Size	10.1" or higher	10.1" or higher

3. PowerTest Login

- ➔ PowerTest can also be accessed through www.interactiveachievement.com
- ➔ Follow all steps listed under 'PowerSchool Assessment', selecting the 'PowerTest' icon rather than the 'onTRAC' icon
- ➔ This method is recommended as a back-up to a shortcut or app

Please note:

For PowerTest, Chromebooks should not be configured to use 'Public Session Kiosk mode'. If 'Public Session Kiosk mode' is used, the testing experience may be less than desirable.



Printing Student Bubble Sheets (paper/pencil testing only)*

Paper/pencil testing is available for multiple-choice exams and uses plain paper bubble sheets. These bubble sheets are printed directly from Assessment.

When printing bubble sheets:

- ➔ Make sure that "Print One-Sided" is selected
- ➔ Use the default margins of top: 1", bottom: 1", left: 1", and right: 1"
- ➔ Do not reduce the print size (scaled printing)
[For example, do not scale the print size to 75% of the original size]
- ➔ Bubble sheets should be printed in grey scale
- ➔ Printing the optional cover page is highly recommended

Scanning Student Bubble Sheets (paper/pencil testing only)*

To take advantage of Assessment's robust reporting features, completed bubble sheets must be scanned after testing. PowerSchool offers three methods for scanning plain paper bubble sheets.

1. Email to Scan

Email to Scan requires converting completed student bubble sheets into electronic format and emailing to the specified address for scanning.

- ➔ Compatible electronic formats: PDF, compact PDF, TIFF, JPEG, or GIF at 100 x 100 DPI or greater
- ➔ Email resulting file to iscan@interactiveachievement.com
- ➔ Please do not exceed more than 30 bubble sheets in a batch
- ➔ Including the cover page is highly recommended for a post-scan report

2. Plain Paper Scanning

Plain Paper Scanning allows the scanning of printed plain paper bubble sheets using the most commonly used scanners with TWAIN communication compatibility.

- ➔ The scanning application is included in Assessment's Testing Center subsequent to activation
- ➔ 'Dynamic Web TWAIN' plugin is required for scanning- plugin download is included in scanning application
- ➔ TWAIN plugin will need to be allowed through preferred browser to function correctly
- ➔ Including the cover page is highly recommended for a post-scan report

3. PowerScan App

The PowerScan tablet app allows for the ability to scan a plain paper bubble sheet with an iPad or Android tablet.

- ➔ The PowerScan app is currently supported by Apple iPads and Android tablets with a camera and internet connection
- ➔ See Figure D for device requirements

**These requirements are only necessary for Assessment.
Districts and schools not purchasing Assessment may disregard these sections.*

Part V – Experience, Qualifications, and References

In this section, we provide information about our company history and relevant experience.

Brief History and Company Overview

PowerSchool is the largest and most widely used, web-based SIS in the K-12 market, serving more than 57 million users, including administrators, teachers, parents, and students. PowerSchool Group originated from the PowerSchool Student Information System, the leading Student Information System (SIS) in North America. Established in 1997, Apple acquired the PowerSchool platform in 2001 and from then to 2006 expanded enrollment from 1 million to 3.5 million students. Pearson plc acquired the platform in 2006 to replace its existing SIS, SASIxp.

In the following years, through a series of acquisitions, and the growth of a dedicated team of PowerSchool developers, sales, and support staff, PowerSchool's capabilities and enrollment grew significantly. In June 2015, Vista Equity Partners announced that it would purchase the PowerSchool group from Pearson. The sale was completed in August of 2015, making PowerSchool the largest U.S. owned SIS in K-12 education. [Click here](#) to view the press release.

As a privately held group with solid financing, PowerSchool Group LLC is experiencing accelerated growth and expansion. Recent improvements in support of this growth include a move to new, expanded facilities; partnership with Rackspace, an improved and more technologically advanced hosting center; and the acquisition of four long-standing K-12 technology companies, InfoSnap, Interactive Achievement, Haiku, and TIENET. These acquisitions were central to the creation of a single K-12 Education Technology platform enabling PowerSchool to offer a truly unified classroom experience.



PowerSchool's Unified Classroom Experience

The PowerSchool platform consists of the following components:



PowerSchool Student Information System



PowerSchool Special Education (Special Education and IEP management)



PowerSchool Learning (Learning Management System)



PowerSchool Assessment (Assessment delivery)



PowerSchool Analytics (Longitudinal data analysis)



PowerSchool Registration (Online registration, School Choice, and Lottery management)

Dedicated Team

PowerSchool Group LLC is comprised of over 900 talented professionals who proudly support PowerSchool products, services and the PowerSchool community. Our dynamic team is made up of dedicated product managers, software engineers and architects, directors, marketing professionals, technical support and services professionals, and sales staff with one unified goal: to make PowerSchool the best, most useful system to help schools, districts, administrators, teachers, parents, and students succeed.

The following details the number of employees in specific technical roles within PowerSchool Group LLC:

Technical Staff	
244	Product Development - Handles the planning of the PowerSchool products at all stages of the product lifecycle, State Reporting, and Quality Assurance.
132	Client Services - Ensures the successful implementation and deployment of the PowerSchool solution within KCS.
202	Technical Support - Provide timely, accurate and quality support to ensure user success with PowerSchool products.

All Staff	
Research & Development	244
General & Admin	77
Sales	95
Marketing	23
Services	134
Support	202
Client Services	132
Content	17
TOTAL:	924

References

To demonstrate our capacity, to date, PowerSchool Assessment has served 2,729 schools, 175,007 teachers, and 1.5 million students. Schools have delivered 2.5 million assessments with students answering more than 1 billion questions to date. These numbers are a testament to our highly effective, educator- and student-centered assessment system. The following three (3) references are from clients similar in scope and/or size to KCS. Additional references are available upon request.

Reference #1

District Name:	Johnson City Schools 100 East Maple St. Johnson City, TN 37601
Contact Name and Title:	Dr. Debra Bentley, Director of Instruction and Communications
Telephone:	423-434-5224
Email:	bentleyd@jcschools.org
Scope & Dates of Service:	7,500 students. Began utilizing the Assessment Management System in 2015 for common formative assessments and classroom assessments for the four core subjects for grades 3-8.

Reference #2

District Name:	Maury County Public Schools 501 W 8 th St. Columbia, TN 38401
Contact Name and Title:	Dr. Chris Marczak, Director of Schools
Telephone:	931-388-8403
Email:	cmarczak@mauryk12.org
Scope & Dates of Service:	12,000 students. Began utilizing the Assessment Management System in 2015 to deliver benchmark assessments and classroom assessments for the four core subjects in grades 3-12.

Reference #3

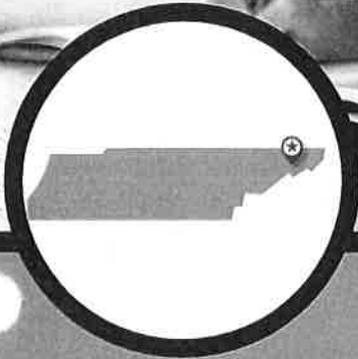
District Name:	Loudoun County Public Schools 21000 Education Ct. Ashburn, VA 20148
Contact Name and Title:	Scott Meisenzahl, School Improvement & Accountability Specialist
Telephone:	571-252-1485
Email:	Scott.Meisenzahl@lcps.org
Scope & Dates of Service:	78,000 students. Began utilizing the Assessment Management System in 2013 to deliver common district assessments and classroom assessments for the four core subjects in grades 2-12.

Success Story

We provide a success story from Johnson City Schools on the following page. This story highlights how our PowerSchool Assessment solution can help a district achieve success through actionable reports, reliable ongoing technical support, and more.



Delivering Real-time Data in Johnson City, Tennessee



"[PowerSchool Assessment] is the best product that I have used to create district assessments.

Question alignment is spot on to the standards, and reviewing and choosing questions is seamless."

-Sherry Cockerham
District Math Coach
Johnson City Schools

The Challenge

Beginning with the 2015-16 school year, the Tennessee Department of Education implemented new online summative tests for English language arts and mathematics for grades 3-11. This TNReady initiative prompted Johnson City schools to reevaluate their formative assessment testing solution, seeking a tool that would better prepare teachers and students for the online format and provide teachers with resources to easily

create assessments and produce analytics to more effectively guide instruction. Johnson City, with nearly 5,500 elementary and middle school students, identified the following priorities as they sought a solution:

- Quality content items
- Ease of creating and administering assessments
- Actionable reports
- Reliable ongoing technical support

Student Population:

7,651 STUDENTS

51% LOW INCOME

Student Diversity:

14% AFRICAN AMERICAN

74% CAUCASIAN

11% OTHER

The Solution

A district-wide committee of administrators and teachers evaluated different assessment tools and sought recommendations from other schools in Tennessee and across the country. PowerSchool Assessment rose to the top based on those recommendations and the company's ability to meet the district's priorities under a very limited timeline. PowerSchool Assessment is a web-based instructional improvement system (IIS) that delivers standards-aligned content, assessments and real-time data for educators.

With the start of the school year quickly approaching, Johnson City needed rapid and highly-effective implementation for its eight elementary and two middle schools. A team of 50 Johnson City educators and administrators were trained, and

in less than three weeks, all Johnson City elementary schools were ready to use Assessment for the start of the school year.

Next Steps

Within just a few weeks of using Assessment, teachers embraced the new tool. They found greater ease in assessment creation and strong alignment to the Tennessee standards and TNReady.

Johnson City will use PowerSchool Assessment throughout the year to measure students' mastery and proficiency of grade-level standards. It will be used for grades 3-8 to assess the subjects of ELA, math, social studies and science. Teachers will use Assessment frequently to generate real time data to drive their instruction.

"The professional make-up of [the company], which includes educators who understand the needs of today's teachers, students, and building leaders stood out among all the vendors".

*-Debra Bentley
Supervisor of Instruction
Johnson City Schools*

"[This] is the best product that I have used to create district assessments. Question alignment is spot on to the standards, and reviewing and choosing questions is seamless."

*- Sherry Cocterham
District Math Coach
Johnson City Schools*

"The crown jewel is the immediate assistance one can receive through the live-support chat feature. The immediate support has been very useful."

*-Debra Bentley
Supervisor of Instruction
Johnson City Schools*

About POWERSCHOOL

PowerSchool, the #1 leading provider of K-12 technology solutions, serves more than 57 million users and over 20 million students in 70+ countries, playing a central role in K-12 education around the world. PowerSchool provides industry leading best-in-class secure, compliant school operations solutions including Student Information System and Student Enrollment solutions. PowerSchool also provides innovative digital classroom capabilities, enabling a consistent user experience for managing attendance, grading, assignments, assessments and analytics to empower teachers and drive student growth.



PowerSchool
www.PowerSchool.com
877-873-1550

Key Personnel

Over 900 employees (total G&A) support PowerSchool Group's products. KCS's immediate response contact for all sales inquiries and sales requests is your Account Executive, Jim Swaney. Jim can be reached at 573-289-8841 or james.swaney@powerschool.com. Jim's experience working with school districts to develop comprehensive education technology solutions dates back to 1999. He specializes in working with schools and districts to help identify their needs in instruction and professional development.

Resumes of Key Project Personnel for Assessment and Analytics

The resumes on the following pages are provided as a sample of the breadth of knowledge and experience of our team. Please note that, depending on the timing of the implementation or other circumstances, PowerSchool Group LLC may need to replace these members with other suitable candidates. Although these individuals would have primary responsibility for the KCS implementation, additional PowerSchool team members may contribute to the implementation process as needed.

Please note that all personnel information contained in the following resumes is considered confidential.



PERSONNEL RESUMES

The caliber of the staff designated as key personnel is representative of all PowerSchool staff called upon to deliver services. We maintain the capacity to provide sufficient numbers of qualified management, technical, and functional staff to meet the needs of this project and provide the services outlined in this response.

The following resumes highlight personnel that will be directly involved with this project and include their length of employment, education and related project experience.

Resumes

Emily Connelly

Director, National Accounts

Summary:

As Director of National Accounts, Emily manages and coordinates the Accounts Department. The Accounts team is dedicated to supporting the needs of clients and identifying opportunities for product and service enhancements. Additionally, Emily supports national expansion of clients. Emily's team is responsible for overseeing implementation and support of software and services to PowerSchool Assessment clients. Emily has over 13 years of account management, customer service and support, and implementation experience.



Experience:

- 2016 – Present** National Account Director, PowerSchool Roanoke, VA
- 2015 – 2016** National Account Director, Interactive Achievement LLC Roanoke, VA
- 2009 – 2014** Director of Education Services, CMR Institute Roanoke, VA
- 2005 – 2008** Director Member Services, The Corporate Executive Board Arlington, VA
- 2004** Marketing Associate, The Corporate Executive Board Arlington, VA

Education:

- Master of Arts in Teaching, Hollins University Roanoke, VA
- B.S., Marketing, Virginia Tech Blacksburg, VA

PowerSchool Assessment and Analytics Implementation Experience:

Virginia Department of Education (VDOE) LDS Implementation

Jacob Gibson

Senior Director, Portfolio Strategy



Summary:

Jacob manages and develops key business opportunities with strategic partners and clients. Drawing on his experience in the classroom and his in-depth knowledge of education policy and the assessment market, Jacob has been instrumental in ensuring PowerSchool's Assessment and Analytics products are best in class. Through his product vision, these platforms have been used by over 2,500 schools and 55,000 users over the past eight years. Additionally, Jacob's leadership has been influential in PowerSchool I and has received multiple awards (CoDIE® 2012-2015, District Administrator Top 100® 2012-2014).

Experience:

- 2016 – Present** Senior Director, Portfolio Strategy, PowerSchool Roanoke, VA
- 2007 – 2016** Vice President of Business Operations, Interactive Achievement LLC Roanoke, VA
- 2006 – 2007** Producer, Brown and Brown Roanoke, VA
- 2004 – 2006** Teacher, Franklin County Public Schools..... Rocky Mount, VA

Education:

- M. Ed., Curriculum and Instruction, Virginia Tech Blacksburg, VA
- B.A., History and Political Science, Virginia Tech Blacksburg, VA

PowerSchool Assessment and Analytics Implementation Experience:

- All 120 Virginia District Implementations
- Virginia Department of Education (VDOE) LDS Implementation

Alex Lagares

Regional Vice President of Sales



Summary:

Alex has shared his experience developing and managing sales channels, strategic partnerships, and complex solutions delivery. He has proven success in generating revenue and market share across the K-12 Education market. Mr. Lagares has extensive experience in development and implementation of strategic sales teams and sales strategies that deliver results. With over 20 years in sales and management positions, Alex has demonstrated an ability to generate success through revenue growth, strategic relationships, and focused customer relationship management.

Experience:

- 2015- Present** Regional Vice President of Sales, PowerSchool Roanoke, VA
- 2015-2016** Vice President of Sales, Interactive Achievement Roanoke, VA
- 2009 - 2014** Vice President of Business Development/Sales, SAFARI Montage.....West Conshohocken, PA
- 2006 - 2009** Director of Strategic Alliances, Promethean Inc. Atlanta, GA
- 2005 - 2006** Senior Consultant K12, Collective Technologies Greensboro, NC
- 1999 - 2005** K-12 Education Strategist and Senior Manager, DellAustin, TX
- 1998 -1999** Manager Support Services, CFIAustin, TX
- 1992 - 1998** Officer United States Air Force, USAF

Education:

B.A., Communications, Texas Lutheran University Seguin, TX

PowerSchool Assessment and Analytics Implementation Experience:

- Jefferson Parish Public Schools, Louisiana
- Livingston Parish Public Schools, Louisiana
- Oak Ridge Schools, Tennessee

Part VI – Cost

Our cost summary for our proposed solution is provided at the end of this section, following our pricing assumptions. As requested, we provide both an individual school option and a district option for pricing.

*PowerSchool considers pricing information proprietary and confidential.
PowerSchool considers that disclosure of this information to other vendors
would put PowerSchool at a competitive disadvantage.*

Pricing Assumptions

- The following offerings are included in our proposal:
 - PowerSchool Assessment
 - PowerSchool Analytics
 - PowerSchool 4-Core Content Bank
 - Training package(s)
- District pricing is provided based on a student population of 59,000 students and 88 schools.
- Ongoing PowerSchool Subscription/Maintenance and Support Fees are invoiced at then current rates and enrollment per terms of the Licensed Product and Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases.
- The services pricing is based on the scoping and level of services as best understood by PowerSchool at the time of this response for standard implementation services. The pricing in the definitive agreement may be modified based on any scoping adjustments as agreed to by the parties during final negotiations. In addition, services hours are reviewed annually for appropriateness based on the client's requirements and desired initiatives.
- The estimates provided in this price proposal are based on the assumption that the district is purchasing standard implementation services. Often, clients request customization to standard services modules and/or the addition of complete custom services modules. (Standard implementation is defined as the services required to implement the software and to keep the software running in an up-to-date fashion.)
- This pricing does not include the hardware (laptops, desktops, mobile devices, scanners, etc.) required to utilize our software solutions.
- Unless specifically stated otherwise, PowerSchool assumes that our standard contract form is the basis for the final agreement.

Individual School Purchase Option

Individual schools have the option to purchase our proposed solution at the building level. There is a one-time district level implementation cost of \$9,500 that covers all schools that wish to participate. Schools can purchase our complete solution (PowerSchool Assessment, PowerSchool 4-Core Content Bank, and PowerSchool Analytics) for **\$6 a student**. Schools can then purchase the provided training options at the building level or in conjunction with other schools.

District Purchase Option

The cost summary for our proposed solution is provided on the following pages, outlining a district option for pricing.



PowerSchool LLC
 150 Parkshore Dr, Folsom, CA 95630
 Quote #: Q-15562-3
 Quote Expiration Date: 11/7/2016

Prepared By: Jim Swaney
 Customer Name: Knox County School District
 Enrollment: 59,000

 # of Schools: 88.00
 Contract Term: 24 Months
 Start Date: 11/23/2016
 End Date: 11/22/2018

Customer Contact: Josh French
 Title: Sr. Buyer
 Address: PO Box 2188
 400 W Main Ave
 City: Knoxville
 State/Province: Tennessee
 Zip Code: 37901-2188
 Phone #: (865) 594-1621

Product Description	Quantity	Unit	Unit Price	Extended Price
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License and Subscription Fees

PS A&A Assessment & Content & Analytics Bundle	59,000.00	Students	USD 6.00	USD 354,000.00
PS Assessment Item Bank	59,000.00			

License and Subscription Totals: **USD 354,000.00**

Professional Services and Setup Fees

PS A&A Assessment Base Implementation Fee	1.00	Each	USD 4,000.00	USD 4,000.00
PS A&A Analytics Base Implementation Fee	1.00	Each	USD 5,500.00	USD 5,500.00

Professional Services and Setup Fee Totals: **USD 9,500.00**

Training Services

PS A&A Product Training Full Day Onsite	6.00	Day	USD 1,800.00	USD 10,800.00
PS A&A Product Training Full Day Remote	1.00	Day	USD 1,500.00	USD 1,500.00

Training Services Total: **USD 12,300.00**

Quote Total

Total Discount:	USD 284,200.00
Year One Total:	USD 375,800.00

Annual Ongoing Fees

PS A&A Assessment & Content & Analytics Bundle	59,000.00	Students	USD 7.00	USD 413,000.00
PS Assessment Item Bank	59,000.00			

Annual Ongoing Fees Total: **USD 413,000.00**

Fees for subsequent years within the term bound by the Start Date and End Date detailed on this quote will be equal to the 'Annual Ongoing Fees' amount uplifted by 3% in each following year.

On-Going PowerSchool Subscription/Maintenance & Support Fees are invoiced at then current rates & enrollment per terms of the Licensed Product and Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases.

Any applicable state sales tax has not been added to this quote. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order.

In the event that this quote includes promotional pricing, said promotional pricing may not be valid for the entire sixty (60) day period that governs this quotes validity.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact quote number stated within.

Part VII – Other Information

This section contains our responses to your questionnaire from page 17 of your RFP.

Responses to RFP Questionnaire

1. Is your proposed software currently in use with a K-12 public education agency?

Yes, to demonstrate our capacity, to date, **PowerSchool Assessment** has served 2,729 schools, 175,007 teachers, and 1.5 million students. Schools have delivered 2.5 million assessments with students answering more than 1 billion questions to date. These numbers are a testament to our highly effective, educator- and student-centered assessment system and implementation team.

PowerSchool has consistently and reliably supported K-12 customers for nearly two decades and is the #1 leading provider of K-12 technology solutions used by more than 57 million users and over 20 million students around the world. We power school operations for over 6,000 school districts enabling secure, compliant, best-in-class processes and insights into school data. Our PowerSchool Roadmap promises continued advancements and investments, taking us well into 2017 and beyond with exciting new features and expanded functionality.

2. If yes, how many students and faculty are in your largest three (3) district customers?

PowerSchool solutions are implemented globally by thousands of districts and can easily scale to meet the needs of any size school or district. Across the United States and around the globe, each of our customers rely on PowerSchool's proven professional services teams to implement the systems that now support their day-to-day operations.

Below are our three (3) largest Assessment customers.

- Loudoun County, VA- 78,000 students, 9,035 staff
- Chesterfield County, VA- 59,000 students and 7,100 staff
- Henrico County, VA- 54,700 students, 6,435 staff

3. How many years has your company been in business? How many years has your business provided similar services?

The PowerSchool Assessment and Analytics solution has been supporting educators and students since 2006. We are a qualified, experienced, and reliable vendor with an understanding of the critical field of formative assessment and data analysis. Below is a detailed history of our company and our PowerSchool Assessment product:

PowerSchool Group LLC provides Education Technology Solutions to K-12 schools, districts, and Departments of Education across North America and the globe. PowerSchool Group originated

from the PowerSchool Student Information System, the leading Student Information System (SIS) in North America with over 40 million users including students, parents, teachers and administrators. Established in 1997, Apple acquired the PowerSchool platform in 2001 and from then to 2006 expanded enrollment from 1 million to 3.5 million students. Pearson plc acquired the platform in 2006 to replace its existing SIS, SASIxp.

In the following years, through a series of acquisitions of SIS companies, and the growth of a dedicated team of PowerSchool developers, sales, and support staff, PowerSchool's capabilities and enrollment grew significantly. In June 2015, Vista Equity Partners announced that it would purchase the PowerSchool group from Pearson. The sale was completed in August of 2015, making PowerSchool the largest U.S. owned SIS in K-12 education. [Click here](#) to view the press release.

In February 2016, PowerSchool Group acquired Interactive Achievement (IA), a leading provider of award-winning standards based instructional assessment and analytical solutions for school districts that allow administrators and teachers to deliver measurable improvements in student performance. This acquisition enhances PowerSchool's solutions for teachers, providing innovative digital classroom capabilities and enabling a single user experience for managing assessments and analytics. **With IA, PowerSchool will deliver new opportunities for customers to measure achievement, utilize rich content, and improve student learning outcomes in the K-12 educational community.**

Interactive Achievement was founded by educators in 2006 for the purpose of delivering improved assessment and reporting tools that help enable students and teachers achieve success in the classroom. As a result, IA's team of educators created the Assessment Management System (PowerSchool Assessment) and Longitudinal Data System (PowerSchool Analytics), allowing educators to deliver personalized curriculum and assessments in order to make data-driven decisions to raise student achievement. Interactive Achievement has the most technologically advanced assessment creation and delivery capabilities, offering proven internal and third party content, allowing educators to deliver assessments that can be personalized or aligned with state longitudinal test standards. PowerSchool's Assessment and Analytics solutions are used in classrooms across thirteen U.S. states, including nearly all Virginia public schools.

4. Would Knox County be assigned a direct contact for inquiries or a team of service personnel? Please provide proposed account representative(s) experience and qualifications.

PowerSchool will provide a full array of customer support and account management services to Knox County. District leadership will have a dedicated Account Manager assigned to plan and manage the implementation of PowerSchool Assessment. This team offers a single point of contact to address district issues and is responsible for ensuring deliverables are being met while managing the implementation. Additionally, our Customer Support team will be available for staff help via phone, email, and live remote assistance. All staff members in Knox County have the ability to utilize our Support team Monday through Friday, 7:00-5:00 EST and connect with a live representative. Jim Swaney, Sr. Account Executive for Tennessee, will also be a resource for

Knox County leadership. Please see page 45 of this proposal for more detail on the experience and qualifications of our team of service personnel.

5. After initial contact is made that there is an issue/inquiry with the service, what is the average length of time for troubleshooting and resolution?

Educators can contact PowerSchool Live Assist via a remote screen sharing session. This tool allows any PowerSchool Assessment user to invite a PowerSchool Live Assist representative to view their computer screen in real time to observe the issue and guide the user through the problem by drawing on their screen, or with permission, accessing their mouse and navigating for them. This resource is available to users Monday – Friday, 9 a.m. to 5 p.m. (in their respective time zone) while educators are actively engaged on the platform during the school day. There are three easy ways to connect with PowerSchool Assessment Technical Support:

- Online chat and remote screen share
- Email correspondence
- Phone support

There is never a wait time to speak with a PowerSchool Live Assist representative. We provide assistance while in the classroom, getting questions quickly addressed so that you can continue teaching.

If PowerSchool Live Assist is not enough, we also provide no hold guaranteed phone support as well as e-mail support with a 24-hour response.

6. Would initial training be in-person or via video(s)? If in-person, has the vendor included all travel related experience in cost?

Yes, PowerSchool Assessment and Analytics initial training will be provided to a select group of Knox County School staff in person. All travel related expenses are included in our pricing provided in the Cost section of this proposal.

7. Have you provided an estimated schedule for implementation? What is the timeframe estimated in your schedule?

Yes, we have provided an estimated timeline for the Knox County School PowerSchool Assessment and Analytics implementation. The timeline below is our estimate based on best practices implementing hundreds of districts nationally. At project kickoff the timeline will be finalized as a collaborative effort between the PowerSchool Project Manager and the KCS Project Lead.

Major Tasks:	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10
Project Kickoff										
Create and Customize PowerSchool Assessment and Analytics Site										
Complete Technical Implementation										
Populate Foundational Data										
Open PowerSchool Assessment Access to Staff					*					
Populate Student Data Points										
Customize Analytics Admin Features										
Set Up Intervention Features										
Open Analytics Access to Staff									**	
Project Close Activities										
* Delivery of Assessment Basic User Training to select District Personnel - Six 1/2 day sessions										
** Delivery of Analytics Basic User Training to select District Personnel - Six 1/2 day sessions										

8. Will Knox County Schools IT department have access for account administration and role level security?

Yes, Knox County School IT Department will have account administration and role level security access to PowerSchool Assessment. PowerSchool will work with Knox County to identify the key personnel and assign the necessary user rights in the solution. Knox County will be able to manage account administration and role security for the school district.

9. Are any of the required web-browsers listed on page nine (9) of this Request for Proposals not supported by your software?

No, PowerSchool Assessment and Analytics is compatible with all the web browsers listed on page 9 of your RFP.

10. Are any of the required operating systems listed on page ten (10) of this Request for Proposals not supported by your software?

No, PowerSchool Assessment and Analytics support all of the operating systems listed on page 10 of your RFP.

11. Have you supplied a list of all required plugins?

Yes, please see page 39 of this proposal for detailed information on the technical specifications for using the PowerSchool Assessment and Analytics system. This includes requirements for platforms and browsers, internet connectivity, and plugins.

12. Have you provided both an individual school option for pricing and a district option?

Yes, please see the Cost section of this proposal for detail on our PowerSchool pricing options.

Part VIII – Exceptions

POWERSCHOOL GROUP LLC'S POINTS OF DISCUSSION REGARDING KNOX COUNTY PROCUREMENT DIVISION'S Request for Proposal for Implementation of Assessment Management Tool

PowerSchool Group LLC ("PowerSchool Group"), as part of its response to Knox County ("District"), submits the following Points of Discussion to the above-referenced RFP. PowerSchool Group understands and acknowledges that the terms of the final agreement are subject of further negotiations between the District and PowerSchool Group in the event that the District proposes to award a contract to PowerSchool Group pursuant to the RFP.

GENERAL CONDITION: PowerSchool Group is providing unique software products and services to the District, and as such, PowerSchool Group proposes that any resulting agreement entered into for said products and services should be governed by the terms and conditions of PowerSchool Group's then-current Licensed Product and Service Agreement with any accompanying schedules and policies applicable to the offering. PowerSchool Group's Licensed Product and Service Agreement has been drafted specifically for use with PowerSchool Group products and services, and as such, is better suited to operate as the District's agreement with PowerSchool Group, rather than the District's standard agreement. PowerSchool Group is willing to negotiate modifications and/or additions (either from District's RFP or to address any other District concerns) to its standard agreement(s) and any schedules and policies, after discussions and negotiation with District. The current agreement PowerSchool utilizes, as of the date of this Submission, is attached for your review.

SPECIFIC CONDITIONS/EXCEPTIONS: Without in any way limiting the generality of the foregoing, PowerSchool Group's response to the RFP is subject to the following specific conditions and exceptions to RFP provisions, wherever located and/or if a singular term is located in multiple locations and PowerSchool Group only references one location. Again, PowerSchool Group is willing to discuss these conditions and exceptions, as well as any other proposed agreement terms with District.

Section I: General Terms and Conditions

Page 2, Section 1.10: PowerSchool Group agrees that the District may terminate any contract for cause and for cause only, but requests a 30-day cure period. In addition, remedies for breach shall be subject to the limitation of liability clause and other applicable provisions of PowerSchool Group standard license agreement referenced above. PowerSchool Group proposes the following alternative to Section 1.10:

"Upon receiving notice of default or breach as stated herein the Supplier shall immediately take steps to correct the default in the thirty (30) days immediately following the receipt of such notice. In the event the default or breach cannot be cured within the thirty (30) days allotted, Supplier shall have a reasonable opportunity to cure said default or breach."

Page 3, Section 1.19: PowerSchool Group is a private company, and as such, financial information is confidential; however, PowerSchool Group is willing to provide certain financial information upon receipt of a fully-executed Non-Disclosure Agreement ("NDA") in order to accommodate District's request.

Section II: Obligations, Rights and Remedies

Page 3, Section 2.1: Any change to the services to be performed under the Agreement requires the written agreement and/or assent of PowerSchool Group.

Page 3, Section 2.2: PowerSchool Group agrees to allow the District to terminate the agreement for non-appropriation of funds at the annual anniversary of its contract effective date, even if during a multi-year contract.

Page 4, Section 2.3: PowerSchool Group reserves the right to assign any resulting agreement to an affiliate or successor entity, and proposes the following alternative to Section 2.3:

“PowerSchool Group may assign, transfer, convey, or otherwise dispose of this Agreement or its rights, title or interest in this Agreement without the District’s prior written consent in the event of a sale, merger, acquisition and/or transfer of control of all or substantially all assets related to this Agreement.”

Page 4, Section 2.4: PowerSchool Group shall retain all contracts, invoices and statements relating to this agreement for the term specified however, only the customer may review contracts, invoices and statements.

Page 4, Section 2.7: PowerSchool Group conducts criminal background checks of all new employees as part of the hiring process; however, PowerSchool Group products and services are primarily provided remotely and employees do not typically work directly on school sites while performing services. Should the performance of services under this RFP require PowerSchool Group personnel to work directly on school sites, PowerSchool Group is willing to further discuss District’s contractor background verification requirement(s) at that time.

Page 4, Section 2.8: PowerSchool Group agrees that the District may terminate any contract for cause and for cause only, but requests a 30-day cure period. In addition, remedies for breach shall be subject to the limitation of liability clause and other applicable provisions of PowerSchool Group standard license agreement referenced above. PowerSchool Group proposes the following alternative to Section 2.8:

“Upon receiving notice of default or breach as stated herein the Supplier shall immediately take steps to correct the default in the thirty (30) days immediately following the receipt of such notice. In the event the default or breach cannot be cured within the thirty (30) days allotted, Supplier shall have a reasonable opportunity to cure said default or breach.”

Page 4, Section 2.9: PowerSchool Group proposes the state laws of California govern any future contract, as PowerSchool Group is based in California and provides any and all remote services from the State of California. As noted previously, PowerSchool Group proposes PowerSchool Group's Licensed Product and Services Agreement; however, PowerSchool is willing to negotiate venue as mutually agreeable to PowerSchool Group and District.

Page 4, Section 2.11: PowerSchool Group proposes limiting the indemnification to

the extent that losses and/or damages incurred by the District are caused by a claim that PowerSchool Group has infringed upon the intellectual property of another in providing PowerSchool Group's products or services to the District, as this is typically the primary concern for most of PowerSchool Group's customers utilizing PowerSchool's Group's products and services.

Page 4, Section 2.13: PowerSchool Group will work directly with District to ensure the product is implemented and/or customized to fit District's needs with products and services. PowerSchool Group is willing to negotiate and develop milestone-based statements of work ("SOWs") for the implementation period upon contract award, and as such, the district's acceptance of the products and/or services will be through mutually agreed upon targets in the SOWs, instead of acceptance testing.

Page 4, Section 2.14: As previously noted, PowerSchool Group recommends that PowerSchool Group's Licensed Product and Services Agreement should control any agreement between PowerSchool Group and District, and as such, remedies for breach should be subject to the limitation of liability clause and other applicable provisions of PowerSchool Group's Licensed Product and Services Agreement.

Page 5, Section 2.16: Again, as noted in the General Condition above, PowerSchool Group is willing to negotiate in good faith to achieve a mutually acceptable contract; however, PowerSchool Group is proposing that its standard license agreement will serve as the basis for contract negotiations in the event of a contract award. Changes to PowerSchool Group's standard license agreement, and any other terms of the final contract, will be as mutually agreed between the parties.

Page 5, Section 2.17: Again, PowerSchool Group recommends that PowerSchool Group's Licensed Product and Services Agreement should control any agreement between PowerSchool Group and District, and as such, remedies for breach should be subject to the provisions of PowerSchool Group's Licensed Product and Services Agreement.

Page 5, Section 2.21: PowerSchool Group's products and services are based on a model that works best when utilized throughout the entire year, and as a result, PowerSchool Group does not agree to allow the District to terminate this agreement for any reason/at any time as stated in Section 2.21. PowerSchool Group requests that the District consider the right to terminate for cause an equitable solution.

Additionally, PowerSchool Group agrees that the District may terminate any contract for cause and for cause only, but requests a 30-day cure period. In addition, remedies for breach shall be subject to the limitation of liability clause and other applicable provisions of PowerSchool Group standard license agreement referenced above. PowerSchool Group proposes the following alternative to Section 2.21:

"Upon receiving notice of default or breach as stated herein the Supplier shall immediately take steps to correct the default in the thirty (30) days immediately following the receipt of such notice. In the event the default or breach cannot be cured within the thirty (30) days allotted, Supplier shall have a reasonable opportunity to cure said default or breach."

Page 4, Section 2.22: PowerSchool Group is willing to negotiate a warranty provision under which PowerSchool Group will warrant that any product licensed to the District

will operate in substantial conformance with the standard application documentation and any mutually agreed upon functionality requirements contained in a resulting contract. PowerSchool Group disclaims any warranties not expressly granted in the resulting agreement between PowerSchool Group and District as mutually agreed upon at that time.

Section III: Special Terms and Conditions

Page 5, Section 3.2: PowerSchool Group licenses or subscriptions are billed annually in advance. PowerSchool Group is willing to discuss and review a payment schedule that is mutually agreeable at the time of contract negotiation. PowerSchool Group will work directly with District to ensure the product is implemented and/or customized to fit District's needs with products and services. PowerSchool Group is willing to negotiate and develop milestone-based statements of work ("SOWs") for the implementation period upon contract award, and as such, the district's acceptance of the products and/or services will be through mutually agreed upon targets in the SOWs, instead of acceptance testing.

Pages 5-6, Section 3.4: Any resulting contract may be extended for additional annual terms upon the mutual assent of both the District and PowerSchool Group.

Page 6, Section 3.5: Any change to the services to be performed under the Agreement requires the written agreement and/or assent of PowerSchool Group.

Page 6, Section 3.7: Again, as noted in the General Condition above, PowerSchool Group is willing to negotiate in good faith to achieve a mutually acceptable contract; however, PowerSchool Group is proposing that its standard license agreement will serve as the basis for contract negotiations in the event of a contract award. Changes to PowerSchool Group's standard license agreement, and any other terms of the final contract, will be as mutually agreed between the parties.

Insurance Checklist:

Page 15, Section 22: PowerSchool Group maintains a comprehensive insurance program and can generally meet the listed requirements; however, there may be certain aspects of the insurance clause that would need to be negotiated as part of the final contract. For example, PowerSchool Group does not add customers as additional insureds to PowerSchool Group policies. PowerSchool Group is willing to add the District as a certificate holder, similar to what other school districts typically request.



IMPORTANT: DO NOT ALLOW LICENSED PRODUCT (AS DEFINED BELOW) TO BE INSTALLED OR USED WITHOUT READING THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE NOT WILLING TO ACCEPT THESE TERMS AND CONDITIONS, YOU MUST RETURN THE LICENSED PRODUCT TO POWERSCHOOL WITHIN TEN (10) DAYS OF RECEIPT. BY INSTALLING AND USING THE LICENSED PRODUCT AS PERMITTED BY THIS LICENSE OR ORDERING SERVICES (AS DEFINED BELOW), YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

LICENSED PRODUCT AND SERVICES AGREEMENT

Last updated as of August 2, 2016

1. **DEFINITIONS.** PowerSchool Group LLC, the licensor of Licensed Product pursuant to this Agreement, is referred to herein as "PowerSchool." The school, school district or other entity licensing Licensed Product is referred to herein as "Licensee." This Licensed Product and Services Agreement is referred to herein as the "Agreement." In addition, the following definitions shall apply:

1.1 **Documentation** means all written user information, whether in electronic, printed or other format, delivered or made available to Licensee by PowerSchool with respect to Licensed Product, now or in the future, including instructions, manuals, training materials, and other publications that contain, describe, explain or otherwise relate to Licensed Product.

1.2 **Embedded Applications** means software developed by third parties that may be embedded in or bundled with the software developed by PowerSchool as part of Licensed Product.

1.3 **Hosting Services** means the hosting of the Licensee's license to the Licensed Product and Third Party Software by PowerSchool or its hosting providers from a server farm that is comprised of application, data and remote access servers used to store and run the Licensed Product and Third Party Software, including associated offline components.

1.4 **Licensed Product(s)** means all software (including Embedded Applications) and subsequent versions provided under Support Services and all related Documentation licensed to Licensee pursuant to this Agreement, now or in the future; provided, however, that Licensed Product shall not include any Third Party Software.

1.5 **Licensed Sites** means Licensee's schools, administrative offices, and other locations at which Licensee conducts its school administrative functions.

1.6 **Professional Services** means data conversion, implementation, site planning, configuration, integration and deployment of the Licensed Products or Hosting Services, application development, training, project management and other consulting services.

1.7 **Support Services** is defined in section 3.1. of the Support and Services Policies attached hereto.

1.8 **Services** means Support Services, Hosting Services and Professional Services collectively.

1.9 **State Reporting Code (or SRC)** means Licensed Product that may be available to Licensee to assist Licensee in meeting specific state reporting requirements and that is designated as State Reporting Code by PowerSchool.

1.10 **Third Party Software** means any software product designated as Third Party Software by PowerSchool, and any related documentation supplied to Licensee. Any product designated as Third Party Software is licensed by an entity other than PowerSchool, under different license terms than those set forth herein. Third Party Software is different from Embedded Applications in that PowerSchool licenses the Embedded Applications to Licensee as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). PowerSchool is not the licensor of Third Party Software.

LICENSE GRANT

2.1 **Basic Terms.** Subject to the terms and conditions of this Agreement and the Privacy Policy located at <http://www.powerschool.com/customer-contract-privacy-policy>, PowerSchool grants to Licensee a restricted, personal, non-exclusive, non-transferable license to use the

Licensed Product specified in the PowerSchool's quotation or acceptance of License purchase order solely to support its school administrative functions, only at the Licensed Sites, not to exceed the maximum student enrollment as set forth in Section 1 of the Supplemental Terms and Conditions. Such license shall be perpetual, unless it is specified in PowerSchool's price quotation or proposal to Licensee that Licensee's license will be limited to a specified length of time, or unless this license is terminated under the provisions of this Agreement. In no event may Licensed Product be: (a) used other than at the Licensed Sites; (b) made available via a network or otherwise to any school, school district or third party other than the Licensed Sites; or (c) used to perform service bureau functions for third parties or to process or manage data for locations other than the Licensed Sites. Licensed Product will be provided by PowerSchool and may be used by Licensee in executable code form only; source code to Licensed Product will not be provided. Licensed Product shall only be used as expressly authorized by this Agreement.

2.2 **Copies.** Licensee shall not make copies of, otherwise reproduce, or allow any unauthorized and/or third-party access to any Licensed Product, except that: (a) Licensee may make copies of the software component of any Licensed Product, in executable code form, only for backup or archival purposes; and (b) Licensee may make unlimited printed copies for Licensee's internal use of any Documentation delivered by PowerSchool to Licensee. Licensee shall retain and include all of PowerSchool's or any third parties' copyright and other proprietary rights notices on all copies of Licensed Product. Licensee shall not otherwise reproduce Licensed Product.

2.3 **Supplemental Terms and Conditions.** The product-specific terms and conditions set forth in the Supplemental Terms and Conditions attached hereto are incorporated herein by reference. These additional terms and conditions are applicable to the extent that Licensee licenses any of the specific products or modules listed therein.

3. PROPRIETARY RIGHTS

3.1 **Restrictions on Use of the Licensed Product and Services.** Licensee shall use the Licensed Products and Services only for the internal business purposes of Licensee. Licensee shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Licensed Products or Services; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Licensed Products or Services, in whole or in part, for competitive purposes or otherwise; (iii) write or develop any derivative works based upon the Licensed Product or Services; (iv) modify, adapt, translate or otherwise make any changes to the Licensed Products or Services or any part thereof; (v) use the Licensed Products or Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vi) disclose or publish, without PowerSchool prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Licensed Products or Services; or (viii) otherwise use or copy the same except as expressly permitted herein. Licensee shall not transfer, assign, provide or otherwise make Licensed Products, Services or this Agreement available to any other party without the prior written consent of PowerSchool. Any attempted sublicense, assignment or transfer of any rights, duties or obligations by Licensee in violation of this Agreement shall be void. Licensee shall hold PowerSchool harmless from claims for damages resulting from Licensee's misuse of the

Licensed Products and Services, including PowerSchool's intellectual property.

3.2 **Intellectual Property Rights.** Licensed Product is proprietary to PowerSchool and/or third parties and is protected by copyright, trade secret, and other intellectual property rights. The placement of a copyright notice on any portion of Licensed Product does not mean that such portion has been published and will not derogate any claim of trade secret protection for the same. Title to all complete or partial copies, and all applicable rights to copyrights, patents, trademarks and trade secrets in Licensed Product, are and shall remain the property of PowerSchool or their other owners, as applicable.

3.3 **Confidentiality.** Licensee agrees to keep Licensed Product confidential and to prevent unauthorized disclosure or use of Licensed Product in Licensee's possession. Licensee shall notify PowerSchool immediately in writing of any unauthorized use or distribution of Licensed Product of which Licensee becomes aware and shall take all steps necessary to ensure that such unauthorized use or distribution is terminated. For any Licensed Product for which PowerSchool makes available passwords or other user identification technology to access such Licensed Product, Licensee shall advise all users of such passwords or other user identifications that such passwords or user identifications must be maintained in confidence and not transmitted or shared.

4. **SUPPORT AND OTHER SERVICES.** Any Support and/or Professional Services and/or Hosting Services ordered from PowerSchool by Licensee in connection with the license of Licensed Product shall be provided by PowerSchool pursuant to PowerSchool's terms, conditions and policies applicable at the time of order to the particular Services purchased. PowerSchool's current terms, conditions and policies for delivery of Support and Services, which are subject to change from time to time, are attached hereto as the Support and Services Policies. Licensee's license of Licensed Product does not, by itself, entitle Licensee to any support, upgrades, patches, fixes or the like for Licensed Product; Licensee must maintain a current Support subscription and pay any applicable Support fees to be eligible for Support Services. Support Services must be purchased for all licenses in Licensee's possession. Support may not be purchased or renewed for a subset of such licenses only. Support Services may not be used as a substitute for Professional Services.

5. **FEES AND TAXES.** Licensee agrees to pay PowerSchool, in accordance with PowerSchool's invoice terms, the fees charged for the Licensed Products and related Services and/or other items ordered by Licensee, together with any other charges made in accordance with this Agreement, and all applicable sales, use or other taxes or duties, however designated, except for taxes based on PowerSchool's net income. Licensee agrees to also pay for PowerSchool's reasonable travel and lodging expenses for Services performed at Licensee's premises, at actual cost. If Licensee claims tax exempt status, Licensee agrees to provide evidence of such tax exemption upon PowerSchool's request. To the extent that such tax exemption cannot be properly claimed or does not extend to certain taxes or transactions, Licensee shall be responsible for any and all taxes and assessments that arise from this Agreement and related transactions (except for taxes based upon PowerSchool's net income). Licensee shall pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate. All pricing set forth in any PowerSchool quotation or invoice is in United States dollars unless otherwise specified.

6. **THIRD PARTY SOFTWARE LICENSE TERMS; EMBEDDED APPLICATIONS; OPEN SOURCE SOFTWARE.** Any software designated by PowerSchool as Third Party Software is provided to Licensee pursuant to a separate license agreement between Licensee and the third party supplier, which will be provided to Licensee by the third party supplier. All support, warranties, and services related to Third Party Software are provided by the supplier of the Third Party Software under such third party's terms and conditions, and not by PowerSchool, unless otherwise specifically provided under this Agreement. Only Sections 5, 6, 9 and 12 of this Agreement apply to Third Party Software and any related support and services set forth in this Agreement. In addition, Licensed Product may contain Embedded Applications. If any additional license terms are identified in the Supplemental Terms and Conditions with respect to any Embedded Applications, Licensee shall

comply with such conditions with respect to such applications. Certain Embedded Applications may also be subject to "open source" licensing terms. In some cases, the open source licensing terms may conflict with portions of this Agreement, and to the extent of any such conflict, the open source licensing terms shall govern, but only as to the software components subject to those terms. Notwithstanding the foregoing, Licensee acknowledges that if any open source software component is licensed under terms that permit Licensee to modify such component, and if Licensee does so modify such component, then PowerSchool will not be responsible for any incompatibility with such modifications and the remainder of the Licensed Product.

7. **COMPATIBLE PLATFORMS/HARDWARE.** Licensee is responsible for obtaining and maintaining an appropriate operating environment with the necessary hardware, operating system software and other items required to use and access Licensed Product. PowerSchool will not be responsible for any incompatibility between Licensed Product and any versions of operating systems, hardware, browsers or other products not specifically approved by PowerSchool for Licensee's use with Licensed Product. PowerSchool will make written requirements available to Licensee at Licensee's request.

8. **LIMITED MEDIA WARRANTY.** PowerSchool warrants that the media on which Licensed Product is recorded shall be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase. Licensee's exclusive remedy under this Section shall be replacement of the defective media.

9. **DISCLAIMER OF OTHER WARRANTIES. LICENSED PRODUCT AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (EXCEPT AS PROVIDED IN SECTION 8), AND POWERSCHOOL AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, POTENTIAL IMPLEMENTATION DELAYS, AND NON-INFRINGEMENT. POWERSCHOOL DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET LICENSEE'S REQUIREMENT; OR THAT THE OPERATION OF THE LICENSED PRODUCT OR HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, POWERSCHOOL DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE LICENSED PRODUCT OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. LICENSEE AGREES THAT THE USE OF LICENSED PRODUCT AND SERVICES IS AT LICENSEE'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY POWERSCHOOL OR A POWERSCHOOL REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO LICENSEE.**

10. **STATE REPORTING CODE.** Unless PowerSchool specifically offers SRC for Licensee's state, PowerSchool makes no representation that Licensed Product includes any SRC designed to meet the reporting requirements of Licensee's state. If PowerSchool does offer SRC for Licensee's state, Licensee acknowledges that the SRC is intended as a tool to assist Licensee in complying with state regulatory requirements; however, PowerSchool does not warrant that the SRC conforms to, or that use of the SRC will ensure Licensee's compliance with, all state regulatory requirements that may apply or that the SRC will be maintained to conform to such requirements now or in the future. It is Licensee's, and not PowerSchool's, responsibility to understand and comply with all such requirements.

11. **TERMINATION**

11.1 **Termination for Breach.** PowerSchool shall have the right to suspend performance under this Agreement in the event that Licensee is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event

the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that PowerSchool shall have the right to terminate this Agreement immediately upon written notice in the event that Licensee breaches any of its obligations under Section 3. Licensee further acknowledges that, as breach of the provisions of Section 3 could result in irreparable injury to PowerSchool, PowerSchool shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

11.2 Effects of Termination. In the event of any termination of all or any portion of this Agreement, Licensee shall not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. In addition, the provisions of Sections 3, 5, 6, 9, 11, 12 and 13 shall survive termination of this Agreement. Immediately upon any termination of a license for any Licensed Product under this Agreement, Licensee shall, at its own expense, either return to PowerSchool or destroy all copies of such Licensed Product and associated Third Party Software in its possession or control, and shall forward written certification to PowerSchool that all such copies of such Licensed Product and Third Party Software have either been destroyed or returned to PowerSchool.

11.3 Liquidated Damages. In the event that Licensee enters into a multi-year contract with PowerSchool and Licensee terminates the contract or any portion thereof, Licensee agrees to pay PowerSchool the remaining sum due to PowerSchool through the stated term of the contract as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Licensee terminates this Agreement as a result of PowerSchool's breach in accordance with Subsection 11.1 herein. Notwithstanding the foregoing, Licensee shall not be liable for said liquidated damages in the event that: (i) Licensee provides PowerSchool at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Licensee's contract. Licensee shall not utilize this clause as a right to terminate the contract for convenience. PowerSchool reserves the right to seek documentation evidencing the non-appropriation of funds.

12. LIMITATION OF LIABILITY. POWERSCHOOL SHALL NOT BE LIABLE TO LICENSEE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, LICENSED PRODUCT, THIRD PARTY SOFTWARE, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF POWERSCHOOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, LICENSEE SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY LICENSEE TO POWERSCHOOL HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF POWERSCHOOL RELATING TO SUPPORT SERVICES OR HOSTING SERVICES EXCEED THE TOTAL AMOUNT OF MONEY PAID BY LICENSEE TO POWERSCHOOL DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO THE PARTICULAR SUPPORT SERVICES OR HOSTING SERVICES ON WHICH THE CLAIM IS BASED.

13. GENERAL

13.1 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. This Agreement shall not be subject to the Uniform Computer Information Transactions Act.

13.2 Compliance Verification. During the term of the Agreement and for a period of one year following its termination, PowerSchool shall have the right to verify Licensee's full compliance with the terms and requirements of the Agreement. Licensee shall (A) provide any assistance

reasonably requested by PowerSchool or its designee in conducting any such audit, including installing and operating audit software, (B) make requested personnel, records, and information available to PowerSchool or its designee, and (C) in all cases, provide such assistance, personnel, records, systems access and information in an expeditious manner to facilitate the timely completion of such compliance verification. If such verification process reveals any noncompliance, Licensee shall reimburse PowerSchool for the reasonable costs and expenses of such verification process incurred by PowerSchool (including but not limited to reasonable attorneys' fees), and Licensee shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of PowerSchool's termination rights and do not affect PowerSchool's right to payment for Services and interest fees related to usage in excess of the quantities purchased.

13.3 General Provisions. Neither party shall be held liable to the other party for failure of performance where such failure is caused by supervening conditions beyond that party's control, including acts of God, civil disturbance, strikes or labor disputes. If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, this Agreement shall be enforced to the maximum extent possible to effectuate the original express intent of the parties. Licensee may bring no action arising out of this Agreement, regardless of form, more than one (1) year after the cause of action has arisen. In the case of notices to PowerSchool, such notices shall be sent to: PowerSchool Group LLC, Attn General Counsel, 150 Parkshore Drive, Folsom, CA 95630. In the case of notices to Licensee, such notices shall be sent to PowerSchool's address of record for Licensee. Either party may change its notice address by notifying the other in like manner. Licensee agrees that the terms of this Agreement, including all pricing for PowerSchool's products and services, shall be kept confidential and not disclosed to any third party without the prior written consent of PowerSchool.

13.4 Facilities. Licensee acknowledges that certain Services are intended to be performed by PowerSchool off-site (e.g., through remote communication capabilities). If any portion of the work will be performed on Licensee's premises, Licensee agrees to provide appropriate access to utilities, work space and other on-site accommodations reasonably necessary to enable PowerSchool to perform such work.

13.5 Confidentiality. PowerSchool agrees to use commercially reasonable efforts to maintain the confidentiality of Licensee confidential information that is disclosed to PowerSchool in connection with the performance of services, and to use such Licensee confidential information solely for purposes of performing services hereunder. PowerSchool shall require its employees, agents and subcontractors performing work hereunder to do likewise. For purposes of this Section, "Licensee confidential information" shall mean any student or personnel data belonging to Licensee, or any other Licensee information or data labeled or identified as confidential at the time of disclosure, provided, however, that this definition and the obligations of this Section shall not extend to any information that: (a) is or becomes publicly known through no fault or negligence of PowerSchool; (b) is or becomes lawfully available from a third party without restriction; (c) is independently developed by PowerSchool; or (d) is disclosed without restriction by Licensee to any third party at any time.

13.6 Limited License. Licensee grants to PowerSchool a non-exclusive, royalty free license, to use equipment, software, Licensee data or other material of Licensee solely for the purpose of performing its obligations under the Agreement. However, PowerSchool may use and distribute the Licensee data for any lawful purpose outside the scope of the Agreement, provided always that such Data must be aggregated and/or de-identified.

13.7 Export. Without in any way limiting the restrictions on transfer set forth elsewhere in this Agreement, Licensee specifically agrees that Licensee will not, directly or indirectly, export or transfer any export-controlled commodity, technical data or software: (a) in violation of any laws, regulations, rules or other limitations imposed by any government authority; or (b) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals.

13.8 U.S. Government Restricted Rights. Licensed Product is a "commercial item" as that term is defined in 48 C.F.R. §2.101,

consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. §12.212, 48 C.F.R. §227.7202 and 48 C.F.R. §52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government end users acquire Licensed Product only with those rights set forth herein.

13.9 **Entire Agreement.** This Agreement, inclusive of the Supplemental Terms and Conditions and the Support and Services Policies incorporated herein, or any addendums, amendments, and/or exhibits mutually executed and attached hereto, constitutes the complete

and entire agreement between the parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals and negotiations with respect to same. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Licensee with respect to Licensed Product or any related support or services, and PowerSchool hereby refuses any such different or additional provisions in purchase orders or other documents. By mutual agreement of the parties, this Agreement is effective upon receipt and supersedes all prior Agreements entered into by the parties, the parties' agents, and/or the parties' previous affiliates. This Agreement shall not be modified or amended without the written agreement of both parties.

SUPPLEMENTAL TERMS AND CONDITIONS

1. **PRICING; ENROLLMENT INCREASES.** License pricing for Licensed Product is based on student enrollment at the Licensed Sites. If an increase in student enrollment in excess of five percent (5%) occurs at the Licensed Sites, then Licensee shall pay additional license fees to PowerSchool in accordance with PowerSchool's invoice. Such additional license fees shall be computed by multiplying the then-current per student license fee for Licensed Product by Licensee's additional enrollment. Licensee's subsequent Support invoices will be based on the increased enrollment as well.

2. TERMS RELATING TO EMBEDDED APPLICATIONS

2.1 **Oracle.** The following terms are applicable to a certain Embedded Application known as Oracle Database Enterprise Edition (the "Oracle Software"):

- (a) The Oracle Software may only be used in conjunction with the Licensed Product and solely for Licensee's internal business purposes.
- (b) Oracle USA, Inc. ("Oracle") shall have no liability whatsoever to Licensee for any damages, whether direct, indirect, incidental, or consequential arising from Licensee's use of Licensed Product or the Oracle Software.
- (c) Licensee is prohibited from publishing the results of any benchmark tests run on the Oracle Software.
- (d) Licensee shall be prohibited from timesharing, rental, facility management, or service bureau use of the Oracle Software.
- (e) Licensee's records may be audited, by PowerSchool or Oracle, during normal business hours to verify compliance with the terms of this Agreement.
- (f) Oracle shall be a third party beneficiary of this Agreement.
- (g) Oracle shall have no performance obligation or liability to Licensee in connection with this Agreement.
- (h) Should the Oracle Software contain any source code provided by Oracle, such source code shall be governed by the terms of this Agreement.

2.2 **GPL Software.** Certain Embedded Applications included with the Licensed Product may be free software licensed under the terms of the GNU General Public License (GPL). Licensee may obtain a complete machine-readable copy of the source code for such free software under the terms of the GPL, without charge except for the cost of media, shipping, and handling, upon written request to PowerSchool. The GPL software is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY, including even the implied warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. A complete copy of the GPL is included within the Licensed Product.

3. **HARDWARE.** If, in conjunction with Licensee's licensure of Licensed Product, Licensee is purchasing any hardware through PowerSchool, Licensee acknowledges that such hardware purchase is being facilitated by PowerSchool as an accommodation to Licensee only. The warranties on any hardware not manufactured by PowerSchool will be limited to those provided by the manufacturers of such hardware and/or the vendors through which such hardware is being supplied. PowerSchool will pass through any manufacturer's or other vendor's warranty to the extent permitted by the manufacturer or other vendor, as applicable. Licensee agrees to look solely to the applicable manufacturer or other vendor, and not to PowerSchool, to fulfill any such warranties and any maintenance, repair, support, or other service obligations related to such hardware. Unless otherwise specifically agreed to in writing by PowerSchool, PowerSchool does not provide support for any of the hardware or third party software being purchased by Licensee through PowerSchool. Any requests for such support should be directed to the applicable hardware or software manufacturer. Licensee further agrees that any claims related to any such hardware, whether for breach of warranty or otherwise, must be made directly against the applicable manufacturer or other vendor, and not against PowerSchool, and that PowerSchool shall have no liability whatsoever in connection with such claims.

SUPPORT AND SERVICES POLICIES

I. SUPPORT SERVICES

1. **Definitions.** Capitalized terms not defined herein shall have the meanings assigned to them in the applicable Licensed Product Agreement ("Agreement") between Licensee and PowerSchool to which these Support and Services Policies ("Policies") are attached. In addition, for purposes of these Policies, the following definitions shall apply:

Errors shall mean a reproducible failure of Licensed Product to operate in accordance with its standard Documentation, despite the proper installation and use of Licensed Product in a proper operating environment and on hardware and system software sufficient to meet PowerSchool's then-current minimum requirements, which are subject to change as New Versions are released. User mistakes are not Errors within the meaning of these Policies. Errors may be due to problems in Licensed Product, the Documentation, or both.

Fix shall mean a patch, service pack or corrective update of Licensed Product that PowerSchool may prepare in its discretion on an interim basis, prior to issuance of a New Version, to correct programming Errors that prevent or obstruct normal operation of Licensed Product in accordance with the applicable then-current Documentation.

New Products shall mean new products, programs or modules developed by PowerSchool that provide features, functions or applications not included in the Licensed Product originally licensed by Licensee and for which additional license fees apply as determined by PowerSchool. A New Product may be usable with or in addition to the Licensed Product originally licensed by Licensee. New Products will be licensed to Licensee under the terms of PowerSchool's then-current license agreement only after payment of applicable fees.

New Version shall mean an updated version of Licensed Product issued by PowerSchool, which may include Fixes, together with such other modifications, updates, enhancements and improvements to Licensed Product that PowerSchool may, in its discretion, develop and deem ready for distribution and that PowerSchool standardly provides to all customers with a current support subscription to such Licensed Product.

Support Services shall mean those support services described in Section 3.1 below that will be provided hereunder with respect to Licensed Product during Licensee's Support Term.

Support Term shall mean the length of time Support Services are to be provided hereunder and for which Licensee has paid any applicable

Support Services fees, including any initial Support Term and any renewal Support Terms.

Telephone and E-mail Support shall mean telephone and e-mail support services, available Monday through Friday, during PowerSchool's normal business hours, exclusive of PowerSchool's holidays, regarding Licensee's use of Licensed Product and any problems that Licensee experiences in using Licensed Product.

2. **Support Term; Fees.** Support Services for Licensed Product are available at an additional cost. For Support Services purchased concurrently with Licensee's license to Licensed Product, Licensee's initial Support Term will begin upon shipment of Licensed Product (or, in the case of Licensed Product made available for download electronically, upon PowerSchool's provision of the necessary licensing information to enable Licensee to download Licensed Product) and terminate one (1) year thereafter, unless a different Support Term is specified in PowerSchool's written acknowledgment of Licensee's order, or unless terminated earlier in accordance with the terms of these Policies or the Agreement. Either party may terminate the provision of Support Services as of the end of the then-current Support Term by providing written notice to the other party prior to the end of the then-current Support Term that such party does not wish to renew the Support Term. Licensee shall provide written notice of non-renewal at least thirty (30) days prior to the applicable Support Term. If no notice of non-renewal is given by either party, the Support Term will automatically renew for the applicable renewal term stated on PowerSchool's renewal invoice at the then current Support fees; otherwise, Licensee's Support Term will terminate at the end of Licensee's current paid-up Support Term. If Licensee's Support Term is so terminated due to non-payment, and then PowerSchool subsequently reinstates Licensee's access to support, such reinstated access shall remain subject to the terms of these Policies and payment of applicable reinstatement fees. PowerSchool reserves the right to charge reinstatement fees in the event deactivated licenses are reactivated. For the initial Support Term, Licensee shall pay the charges specified in PowerSchool's initial invoice. For renewal Support terms, Licensee shall pay PowerSchool's then-current annual Support Services fees. PowerSchool may supply new or modified Support and Services Policies or other terms and conditions to Licensee related to the provision of Support Services in a renewal term, in which event such new or modified Support and Services Policies or other terms and conditions will govern PowerSchool's provision of Support Services in such renewal term.

3. **Support Services Scope.** PowerSchool, or an entity under contract with and authorized by PowerSchool to provide Support Services, will provide Support Services for Licensed Product during the Support Term. The scope of Support Services shall be as follows:

3.1 **Support.** Support Services shall include: (a) Telephone and E-mail Support; (b) access to an online support website, as maintained by PowerSchool for customers maintaining a current support subscription; (c) Fixes, as developed and made generally available by PowerSchool in its discretion to address Errors that Licensee is experiencing in using Licensed Product; and (d) New Versions, as developed and made generally available by PowerSchool. Support Services do not include New Products. PowerSchool determines, in its sole discretion, what constitutes a New Product (for which additional license fees apply), and what improvements and enhancements to existing Licensed Product functionality are to be included in a New Version (and are therefore provided at no charge to customers with a current support subscription).

3.2 **Custom Programs.** For any custom programs developed for Licensee by PowerSchool, Support Services are available only on a time and materials basis at PowerSchool's current rates and charges for these services; support for custom programs is not included in Support Services. In addition, to the extent that Licensed Product includes any functionality that allows Licensee to customize screens and reports, PowerSchool will support the application infrastructure utilized to create such customizations but will not be responsible for supporting any such customizations.

3.3 **Requisite Training.** In order to receive Support Services described herein, Licensee must purchase appropriate training regarding the use and operation of Licensed Product. Telephone and E-mail Support may be limited to a specified number of authorized representatives of Licensee who have been appropriately trained.

3.4 **Enhancements to SRC.** PowerSchool may provide certain enhancements to SRC to customers that are current in their payment of annual Support fees for the SRC to PowerSchool. However, PowerSchool reserves the right, in its discretion: (a) to require that additional fees be paid by customers desiring that SRC be updated in connection with new reporting requirements in their state, in the event that such state's education department or equivalent entity makes changes to the state's reporting requirements that were not anticipated at the time PowerSchool determined its applicable Support fees for the SRC in that state; or (b) not to make further changes or enhancements to SRC in a given state based on lack of market demand, the nature and scope of the changes required, or other factors.

4. **Authorized Representatives.** If Licensee has purchased Support Services for the Licensed Product from PowerSchool, then in order to receive such Support Services, Licensee shall identify to PowerSchool up to two (2) people who will contact PowerSchool with any technical and product questions ("Authorized Representatives"). If it is desired that additional Authorized Representatives be permitted to contact PowerSchool for Support, Licensee must pay additional Support fees for such additional Authorized Representatives. All such Authorized Representatives shall complete, at a minimum, PowerSchool's Initial Product Training for the Licensed Product. Licensee shall provide PowerSchool with a written list of its Authorized Representatives as part of the implementation process for the Licensed Product, and shall keep PowerSchool informed of replacements for Authorized Representatives as soon as possible after the replacements occur.

5. **Licensee's Other Responsibilities.** To receive Support Services, Licensee shall: (a) report Errors or suspected Errors for which Support Services are needed, and supply PowerSchool with sufficient information and data to reproduce the Error; (b) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Licensed Product; (c) establish adequate operational back-up provisions in the event of malfunctions or Errors; (d) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Licensed Product; (e) maintain hardware and system software consistent with PowerSchool's minimum requirements; and (f) timely install all Fixes and New Versions supplied by PowerSchool in the proper sequence, and have the most current version of Licensed Product installed. Licensee acknowledges that Fixes and New Versions may be made available electronically, and that, in some cases, PowerSchool may maintain e-mail distribution lists that are used to notify customers of the availability of Fixes and New Versions and to provide other information to customers that are maintaining a current support subscription. Licensee shall be responsible for including the appropriate Licensee personnel on any such e-mail distribution lists of PowerSchool so that Licensee receives such notifications and other information.

6. **Support For Prior Versions.** Licensee must timely install all Fixes and New Versions to receive Support Services. In some cases, it may not be practical for certain customers to install a New Version immediately upon release. Therefore, PowerSchool may, in its discretion, continue to provide Telephone and E-mail Support for the prior version of Licensed Product for a period of time after release of a New Version. Licensee acknowledges that Fixes and other code maintenance will not be available for prior versions of Licensed Product (including SRC) after the release of a New Version.

II. PROFESSIONAL SERVICES

1. **Fees and Expenses.** In addition to providing Support Services during the Support Term, PowerSchool will perform such other Professional Services (training, installation, consulting, project management, etc.) as may be specified in PowerSchool's written

acknowledgment of Licensee's order, or as may be subsequently agreed upon by the parties; provided that PowerSchool may, at its option, arrange for any such services to be performed by another entity on behalf of PowerSchool. Licensee agrees to pay for such services at the rates and charges specified in PowerSchool's written acknowledgment of Licensee's order, or, for work subsequently requested, at the rates agreed upon by Licensee and PowerSchool for such subsequent work. PowerSchool reserves the right to require a purchase order or equivalent documentation from Licensee prior to performing any such Services, or to require prepayment of certain Services. Unless otherwise specified, all rates quoted are for services to be performed during PowerSchool's normal business hours; additional charges may apply for evenings, weekends or holidays. Licensee shall also pay PowerSchool for travel expenses (lodging, meals, transportation and other related expenses) incurred in the performance of services. All such additional charges will be due and payable concurrently with payment for services. PowerSchool reserves the right to impose a minimum labor charge for each on-site visit. The rates and charges specified in PowerSchool's acknowledgment of Licensee's order shall apply to those services originally ordered; however, PowerSchool reserves the right to change service rates or other terms as a condition of entering into any subsequent service engagement. In the event that Licensee pays in advance for any services, all services must be scheduled and delivered within twelve (12) months of such payment, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid services amount that has not been used by Licensee toward services actually rendered within such twelve (12) month period shall be forfeited.

2. **Training.** PowerSchool reserves the right to limit the number of persons permitted to attend any training class in accordance with PowerSchool's training standards.

3. **Services Cancellation.** Licensee shall pay a cancellation charge equal to fifty percent (50%) of the services fee and any non-refundable expenses incurred by PowerSchool if Licensee cancels any scheduled professional services less than fourteen (14) days before the occurrence of any service dates that PowerSchool has scheduled at Licensee's request.

4. **Ownership Of Materials.** PowerSchool shall be the owner of all copyrights, patent rights and other intellectual property rights in any software code, documentation, reports or other deliverables (collectively, "Deliverables") created for or provided to Licensee pursuant to Professional Services. Provided that Licensee pays PowerSchool all fees and expenses associated with the development and provision of such Deliverables, Licensee shall have a paid-up, royalty-free license to use such Deliverables for Licensee's internal use only, solely for the purpose for which such Deliverables were provided. Nothing in this Agreement shall prevent PowerSchool from providing any Deliverables to PowerSchool's other customers or third parties. Notwithstanding the foregoing, PowerSchool acknowledges and agrees that any Licensee confidential information (as defined in Section 13.5 of these Policies) that is incorporated into any Deliverable remains subject to the provisions of such Section.

III. HOSTING SERVICES

1. **Term; Fees.** Hosting Services are available at an additional cost. For Hosting Services purchased concurrently with Licensee's license to Licensed Product, Licensee's initial Hosting Term will begin upon PowerSchool's written acknowledgment of Licensee's order and terminate one (1) year thereafter, ("Hosting Term") unless a different Hosting Term is specified in PowerSchool's written acknowledgment of Licensee's order, or unless terminated earlier in accordance with the terms of these Policies or the Agreement. Either party may terminate the provision of Hosting Services with effect as of the end of the then-current Hosting Term by providing written notice to the other party prior to the end of the then-current Term that such party does not wish to renew the Hosting Term. PowerSchool will provide Licensee with at least sixty (60) days' notice if PowerSchool determines that it will no longer offer Hosting Services to Licensee (but in any event will continue providing Hosting Services for the balance of the current term

for which Licensee has prepaid for such Services). If no notice of non-renewal is given by either party, then PowerSchool will invoice Licensee for the applicable renewal fees for a subsequent Hosting Term. If Licensee's Hosting Term is so terminated due to non-payment, and then PowerSchool subsequently reinstates Licensee's access to Hosting Services, such reinstated access shall remain subject to the terms of these Policies and payment of applicable reinstatement fees. For the initial Hosting Term, Licensee shall pay the charges specified in PowerSchool's initial invoice. For renewal Terms, Licensee shall pay PowerSchool's then-current annual Hosting Services fees. PowerSchool may supply new or modified Support and Services Policies or other terms and conditions to Licensee related to the provision of Hosting Services in a renewal term, in which event such new or modified Support and Services Policies or other terms and conditions will govern PowerSchool's provision of Hosting Services in such renewal term. Should Licensee decide to terminate hosting services, Licensee will retain its license to Licensed Product, subject to the terms of this Agreement.

2. **Availability.** Licensee acknowledges and agrees that the Licensed Product may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of PowerSchool or are not reasonably foreseeable by PowerSchool, including, but not limited to: the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively "Downtime"). PowerSchool shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Product caused by Downtime, whether scheduled or not.

3. **Acceptable Use Policy.** Licensee acknowledges and agrees that PowerSchool does not monitor or police the content of communications or data of Licensee or its users transmitted through the Services, and that PowerSchool shall not be responsible for the content of any such communications or transmissions. Licensee shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and PowerSchool's policies. Licensee agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. PowerSchool may remove any violating content posted or transmitted through the Hosting Services, without notice to Licensee. PowerSchool may suspend or terminate any user's access to the Hosting Services upon notice in the event that PowerSchool reasonably determines that such user has violated the terms and conditions of this Agreement.

4. **Security.** Licensee will not: (a) breach or attempt to breach the security of the Hosting Services or any network, servers, data, computers or other hardware relating to or used in connection with the Hosting Services, or any third party that is hosting or interfacing with any part of the Hosting Services; or (b) use or distribute through the Hosting Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Hosting Services or the operations or assets of any other customer of PowerSchool or any third party. Licensee will comply with the user authentication requirements for use of the Hosting Services. Licensee is solely responsible for monitoring its authorized users' access to and use of the Hosting Services. PowerSchool has no obligation to verify the identity of any person who gains access to the Hosting Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Licensee, and PowerSchool shall not be liable for any damages incurred by Licensee or any third party resulting from such breach. Licensee must immediately take all necessary steps, including providing notice to PowerSchool, to effect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred.

5. **Data.** Licensee has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submit to the Hosting Services.

AGENDA COMMITTEE MEETING

31.

Meeting Date: 12/07/2016
Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement with Cope Architecture in the amount of \$360,000.00 plus reimbursement expenses for the design of additions and renovations to Inskip Elementary School.
(Schools)

Attachments

Contract



Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty First day of November in the year Two Thousand Sixteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Knox County Schools
P.O. Box 2188
Knoxville, Tennessee 37901

and the Architect:
(Name, legal status, address and other information)

Cope Associates, Inc.
2607 Kingston Pike, Suite 5
Knoxville, Tennessee 37919

for the following Project:
(Name, location and detailed description)

Additions and Renovations to:
Inskip Elementary School
Project consists of a new addition of 16 new classrooms, new administrative suite, new media center, new teacher work room, new student toilets, new dining room addition, and various renovations to the existing facility. New parking will be added, and a new traffic pattern will be designed. A canopy will be included as an additive alternate.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Project consists of a new addition of 16 new classrooms, new administrative suite, new media center, new teacher work room, new student toilets, new dining room addition, and various renovations to the existing facility. New parking will be added, and a new traffic pattern will be designed. A canopy will be included as an additive alternate.

Architect will provide under basic services, architectural, on-site civil, structural, mechanical and electrical engineering.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To Be Determined

.2 Substantial Completion date:

To Be Determined

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§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
One Million Dollars (\$1,000,000)
- .2 Automobile Liability
Three Hundred Thousand Dollars (\$300,000)
- .3 Workers' Compensation
In Compliance with State Statutes
- .4 Professional Liability
One Million Dollars (\$1,000,000)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of

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the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3.1 Client authorization to proceed into the next phase of work (i.e. SD, DD, CD etc.) shall constitute an acceptance and approval of the previous phase of work.

§ 3.1.4 The Architect shall not be responsible for an Owner's or Contractor's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 For Basic Services, as described in Article 3, and other services included in Article 12 as part of Basic Services, basic compensation shall be a lump sum fee as stipulated in Article 11.1. Prior to the Architect proceeding with the design phases of the project, the scope definition and direction, including budget parameters associated with the maximum allowable construction cost, design fee, and compensation method, shall be agreed upon and approved by the Owner's written authorization and notice to proceed.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

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§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the probable Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- .6 Developing multiple separate bid packages requested by Owner or a third party shall be considered an Additional Service.

§ 3.5.2.3 The Architect shall not consider requests for substitutions until after a determination of the successful Contractor is established and only then if due to delivery conflicts or product unavailability and if a cost savings is being offered to the Owner.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall not consider requests for substitutions until after a determination of the successful Contractor is established and only then if due to delivery conflicts or product unavailability and if a cost savings is being offered to the Owner.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates after the one year warranty inspection.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On

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the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

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§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

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§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance. The Architect's responsibility terminates after the one year warranty inspection.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. There shall be no additional services unless there has been prior approval to a written request.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™–2007)		
§ 4.1.6 Building Information Modeling (E202™–2008)		
§ 4.1.7 Food Service Equipment Design		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™–2007)		
§ 4.1.10 Value Analysis (B204™–2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site Project Representation (B207™–2008)		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-Designed Record drawings		
§ 4.1.15 As-Constructed Record drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™–2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™–2007)		
§ 4.1.22 Commissioning (B211™–2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™–2012)		
§ 4.1.25 Fast-track design services		
§ 4.1.26 Historic Preservation (B205™–2007)		
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)		
§ 4.1.28 Off-Site Utility Design		
§ 4.1.29 Roadway Widening Design		
§ 4.1.30 Traffic Studies		
§ 4.1.31 Theater Consultant		
§ 4.1.32 Acoustical Consultant		
§ 4.1.33 Security Consultant		
§ 4.1.34 Preparation of Sales Tools or Renderings		

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§ 4.1.35	3-D Modeling, Perspective sketches and Digital modeling		
§ 4.1.36	Preparing As-Built Plans of existing facility prior to design work starting		
§ 4.1.37	Interior and exterior signage design		
§ 4.1.38	Resolving rezoning, variances, or deviations from published ordinances.		
§ 4.1.39			
§ 4.1.40	Developing multiple separate bid packages requested by Owner, Contractor or third party		
§ 4.1.41	Architect's labor and expenses for services required due to General Contractor, or major subcontractors going out of business, defaulting, or being terminated for any reason during the time of the course of construction		
§ 4.1.42	Preliminary due diligence studies, feasibility studies, traffic impact studies, wetland studies, archaeological surveys		
§ 4.1.43	Comparative cost estimates, detailed cost estimating, life cycle costing, operating costing		
§ 4.1.44	Tax credit certification or documentation		
§ 4.1.45	Structural design for owner furnished equipment loads		
§ 4.1.46			
§ 4.1.47	Alternative materials evaluation		
§ 4.1.48	Modifications required for corporate approvals when directed by Owner to deviate from corporate standards		
§ 4.1.49	Review of construction materials stored off-site		
§ 4.1.50	Services made necessary as a result of contractor or owner fast tracking jobs		
§ 4.1.51	Maintenance and tracking software management (Owner or Contractor mandated software)		
§ 4.1.52	Structural tests and special inspections which may be required by the adopted version of the International Building Codes		
§ 4.1.53	Master Planning of Site		
§ 4.1.54	Value Engineering during construction administration phase		
§ 4.1.55	Any work, jobsite visits, reviews, observations, or reports other than the one year warranty observation performed by the Architect and his consultants beyond sixty days after the substantial completion date, with the exception of claims or disputes concerning allegations of errors or omissions by the Architect or his consultants		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with

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this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect to cease work on the specified Additional Service. The Owner shall compensate the Architect and his consultants for their labor and expenses up to the date of the notice to cease work:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.
- .7 If procedures for testing, inspection or approval reveal failure of the portions of the Work to comply with the requirements established by the Contract Documents, the Architect shall be compensated for his services and expenses related to such failure by the Contractor.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

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- .2 One every two weeks (1 every 2 weeks) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion
- .5 Architect's consultants shall make job site visits during critical phases of construction. Job site visits shall be made by a qualified employee of the Architect and it's consultants, as approved by the Owner. A written report, including photos, shall be submitted to the Owner after each job site visit informing the Owner of the progress and quality of the work observed.

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality. The Construction Cost will be established based on reviews and recommendations of each project by Design staff and Knox County Schools personnel.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.4.1 The Owner to provide one copy of magnetic media of complete and accurate as-built plans and details for Architects' use when performing renovation projects. If Architect is required to measure and prepare plans of the existing conditions, then the Architect will be compensated for their services as an Additional Service.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

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§ 5.6.1 The Client further agrees to require all other consultants engaged by the client to coordinate their construction documents or reports with those of the Architect, to promptly report any conflicts or inconsistencies to the Architect and to cooperate fully with the Architect in the resolution of those conflicts or inconsistencies.

§ 5.6.2 The Architect shall rely on the accuracy and completeness of documents provided by the Owner for his use in developing design and Contract Documents.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 If the lowest bona fide bid does not exceed the latest estimate submitted by the Architect, then the Architect is due additional services for any work required under Article 6.6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

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Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

Int.

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(Paragraphs deleted)

§ 8.2.5 The total aggregate liability of the Architect to the Client shall not exceed the limits of available professional liability coverage as shown in Article 2.5, or the Architect's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

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User Notes:

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§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Owner.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

A stipulated sum of Three hundred sixty thousand dollars (\$360,000)

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§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation for services rendered by principals and employees shall be based on the hourly rate schedule attached or an agreed upon lump sum fee.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation for services rendered by principals and employees shall be based on the hourly rate schedule attached or an agreed upon lump sum fee.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty Five	percent (25	%)
Construction Documents Phase	Thirty Five	percent (35	%)
Bidding or Negotiation Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit 'B'

Employee or Category	Rate
----------------------	------

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;

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- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.
- .12 The Architect shall not receive reimbursement for the expense of travel and communications between the office of the Architect and the job Site or within Knox County in connection with the project.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Compensation to be negotiated in good faith.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

One and One Half % per month

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 Attached Exhibit 'A'

§ 12.2. Attached Exhibit 'B' – Cope Hourly Rates Sheet

§ 12.3 ADA Compliance – ADA provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Americans with Disabilities Act (ADA) requires the removal of architectural barriers in new and existing facilities where such removal is readily achievable. The client acknowledges that the definition of 'readily achievable' contained in the ADA is flexible and subject to interpretation on a case-by-case basis. The requirements of the ADA will therefore be subject to various and possibly contradictory interpretations. The Architect will use his or

Inlt.

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her reasonable professional efforts and judgement to interpret applicable facility that may be required to comply with the ADA. Such interpretations and advice will be based on what is known about ADA interpretations at the time this service is rendered. The Architect, however, cannot and does not warrant or guarantee that the Client's project will comply with interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

See signature page attached

(Signature)

(Printed name and title)

ARCHITECT

(Signature)

(Printed name and title)

Init.

EXHIBIT 'A'

- 12.1 Refer to Paragraph 3.6.2.1: The Architect shall make job site visits during all phases of the construction to verify general conformity of the work with the Contract Documents. Unless otherwise scheduled, the Architect shall make job site visits not less than once every two weeks. Architect's consultants shall make job site visits during critical phases of construction. Job site visits shall be made by a qualified employee of the Architect and its consultants, as approved by the Owner. A written report, including photos, shall be submitted to the Owner after each job site visit informing the Owner of the progress and quality of the work observed.
- 12.2 Refer to Paragraph 3.6.6.5: Architect's responsibility terminates after the one-year warranty Inspection.
- 12.3 Article 4 Additional Services: There shall be no additional services unless there has been prior approval to a written request.
- 12.4 Refer to Paragraph 5.2: The Construction Cost will be established based on reviews and recommendations of each project by Design staff and Knox County Schools personnel.
- 12.5 Refer to Article 7: All documents, electronic data, and electronic media copies prepared by the Architect for this project shall be furnished to the Owner, in reproducible format, provided the Owner has paid the Architect for its services in accordance with this agreement. The Architect shall be permitted to retain copies of the documents for file and reference. The documents may be used by the Owner or by others, except that the Owner may not use the documents for another project without the express written consent of the Architect.
- 12.6 Under Article 8, delete anything pertaining to Arbitration.
- 12.7 Paragraph 10.1: Change to read, "Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Owner."
- 12.8 For Basic Services, as described in Article 3, and other services included in Article 12 as part of Basic Services, basic compensation shall be a lump sum fee as stipulated in Article 11.1. Prior to the Architect proceeding with the design phases of the project, the scope definition and direction, including budget parameters associated with the maximum allowable construction cost, design fee, and compensation method, shall be agreed upon and approved by the Owner's written authorization and notice to proceed.
- 12.9 Refer to Paragraph 11.8.1: The Architect shall not receive reimbursement for the expense of travel and communications between the office of the Architect and the job Site or within Knox County in connection with the project.
- 12.10 The Architect shall prepare cost estimates and shall endeavor to design the project within the budgeted Maximum Allowable Construction Cost. In the event that the lowest bonafide base bid(s) exceed(s) the budgeted Maximum Allowable Construction Cost, the Architect

agrees to revise the Contract Documents, if requested by the Owner, to adjust the Construction Cost to the budgeted Maximum Allowable Construction Cost at no additional cost to the Owner for the changes to the Contract Documents. The Owner agrees to cooperate with the Architect and to permit reasonable and necessary changes and deductions in the scope of the work to adjust the Construction Cost.

- 12.11 All Contract Documents provided by the Architect shall conform to the code requirements of the State of Tennessee and Knox County Fire Marshals, Knox County Health Department, Safety Code for Elevators and Escalators, International Building Code, NFPA Life Safety Code, and other applicable codes and all authorities having jurisdiction at the time the project bids.
- 12.12 The Architect and its consultants shall not knowingly design or specify the use of any asbestos-containing building materials in connection with the project. After project completion, the Architect shall submit to the Owner a completed and signed copy of form TAHERA 6.1A, as required by the Tennessee Department of Education, Division of Policy & Legislation, Operations & Facilities, certifying that no asbestos-containing building material (ACBM) was specified or used in the project
- 12.13 Correction of omissions and errors in the Contract Documents shall be the responsibility of the Architect, not the Owner.
- 12.14 Upon completion of the project, the designer shall furnish corrected Record Drawings showing the project as finally constructed, and shall deliver to the Owner the Record Drawings in electronic format. Record Drawings shall reflect all changes generated by addenda, field changes, change orders, and construction directives, and shall reflect all changes shown on as-built prints marked up by the Contractor and subcontractors, and any additional changes observed by the Architect, Contractor, or subcontractor.
- 12.15 Professional Liability Insurance: The Architect shall provide and maintain Professional Liability Insurance in a minimum amount of \$1,000,000 for each occurrence and \$1,000,000 aggregate. Evidence of such insurance shall be provided to the Owner prior to commencement of the work described above.

EXHIBIT "B"
2016 RATE SCHEDULE

Hourly Rates

Principals	\$	180.00 -	300.00	per hour
Directors	\$	100.00 -	155.00	per hour
Associates	\$	90.00 -	140.00	per hour
Project Manager	\$	85.00 -	125.00	per hour
Architectural Designer	\$	75.00 -	125.00	per hour
Construction Administration	\$	85.00 -	100.00	per hour
Drafter I	\$	60.00 -	75.00	per hour
Drafter II	\$	75.00 -	90.00	per hour
Accounting	\$	60.00 -	75.00	per hour
Clerical	\$	60.00 -	65.00	per hour

Per Diem Rates

Hourly Rate x 8 hrs per day (not to exceed \$2,000.00)
(per diem rates apply to court time, expert testimony, out-of-town travel, etc)

Reimbursable Expenses

Travel

- | | |
|----------------------------------------------------------------------|-------------|
| 1. Automobile Mileage (In accordance with 2016 IRS Guidelines) | \$.54/mile |
| 2. Other Travel Expenses (lodging, meals, airfare, rental car, etc.) | Cost + 20% |

Printing and Reproduction

- | | | |
|-----------------------------|------------------------|----------------------|
| 1. In-house Printing | 24 x 36 @ \$1.00/sheet | 30 x 42 @ 1.50/sheet |
| 2. Photocopies-B/W | 8.5" x 11" | \$0.10/copy |
| 3. Photocopies - Color | 8.5 x 11" | \$1.00/copy |
| 4. Photocopies - Color | 11x 17" | \$2.00/copy |
| 5. Postage/Delivery Charges | | Cost + 20% |
| 6. Other Approved Charges | | Cost + 20% |

KNOX COUNTY BOARD OF EDUCATION

This document is approved by the Knox County Board of Education on the _____ day of _____, 2016, as reflected in its minutes, and certified by its Chairperson.

BOARD CHAIR – Signature

Date: _____

BOARD CHAIR – Printed Name

KNOX COUNTY GOVERNMENT

MAYOR – Signature

Date: _____

MAYOR – Printed Name

KNOX COUNTY LAW DIRECTOR

CONTRACT NO. 16-737
APPROVED AS TO LEGAL FORM



DEPUTY LAW DIRECTOR – Signature

Date: 11/28/16

KNOX COUNTY, TENNESSEE



DEPUTY LAW DIRECTOR – Printed Name

VENDOR

AUTHORIZED SIGNATURE

COMPANY NAME (VENDOR)

Date: _____

AGENDA COMMITTEE MEETING

32.

Meeting Date: 12/07/2016
Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Retainer Agreement with Millsaps Gowan Government Relations for provision of governmental consulting services to the Coalition of Large Area School Systems (CLASS) in the amount of \$37,500.00 for the year 2017.
(Schools)

Attachments

Agreement

Millsaps Gowan Government Relations

PO BOX 159249
Nashville, TN 37215
Phone: 615.418.9219

November 7, 2016

CLASS
c/o Dorsey Hopson, II
Shelby County Schools (2017 CLASS chair)
160 S. Hollywood St.
Memphis TN 38112

Re: Retainer Agreement with Millsaps Gowan Government Relations

Dear Superintendent Hopson:

We appreciate the opportunity to provide governmental consulting services to the Coalition of Large School Systems (CLASS) in Tennessee. Millsaps Gowan Government Relations (Millsaps Gowan) is committed to providing the highest level of service in furtherance of your goals. This agreement will describe the terms under which that representation will occur.

You have asked that we provide CLASS government relation services on issues related to public education. In addition, as part of our scope of services, Millsaps Gowan will provide ancillary services such as electronically forwarding to you on a daily basis relevant newspaper articles, analyses, and important governmental announcements. Millsaps Gowan will also provide legislative and state administrative advocacy services including, but not limited, to tracking legislation, representing CLASS interests in the legislative process, exploring legislative opportunities to advance the CLASS agenda, monitoring actions of the state board of education, and providing timely communications to member systems. As part of these services Millsaps Gowan will visit each CLASS district board at least one time each year to report on our work for CLASS.

In exchange for these services, CLASS has agreed to pay Millsaps Gowan Government Relations \$12,500 per month beginning January 1, 2017 and ending December 31, 2017. This amount reflects an aggregate, annual contribution of \$37,500 per CLASS member school system. Millsaps Gowan will send an invoice on the first of each month and payment is due by the end of each month. This agreement will proceed on a month-to-month basis and may be terminated by either party with 30 days written notice. Costs directly attributable to the performance of this work will be billed in addition to the monthly retainer, and these costs may include travel and other expenses incurred on behalf of CLASS. No monthly costs that in the aggregate exceed \$250 will be incurred without your prior approval. Also, by signing below, you agree that you will complete any forms necessary to comply with lobbyist registration requirements under Tennessee law that may arise as a result of our representation of CLASS during the term of this contract or after its termination should reporting periods overlap.

I believe the above reflects our understanding. If it does, please sign this agreement and return a copy for our files. I appreciate your attention to this matter and look forward to working with you. Please never hesitate to contact me if we can assist CLASS in any way.

Sincerely,

Robert Gowan, Partner
Millsaps Gowan Government Relations

For Shelby County Schools

Date

For Davidson County Schools

Date

For Hamilton County Schools

Date

For Knox County Schools

Date



Contract No.: 16-639

APPROVED AS TO LEGAL FORM

[Signature] 11/22/16
Knox County Law Director Date
Deputy

KNOX COUNTY, TENNESSEE

TIM BURCHETT Date
KNOX COUNTY MAYOR

AGENDA COMMITTEE MEETING

33.

Meeting Date: 12/07/2016
Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving line item transfers within the Fiscal Year 2017 Capital Improvement Plan for Knox County Schools in the total amount of \$150,104.00.
(Schools)

Attachments

Information

AGENDA COMMITTEE MEETING

34.

Meeting Date: 12/07/2016
Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Fiscal Year 2017 Fund Balance Designation within the School Nutrition Department in the amount of \$150,104.00.
(Schools)

Attachments

Information

Knox County Schools

Andrew Johnson Building

Buzz Thomas, Interim Superintendent



To: Buzz Thomas *BT*
Superintendent

From: Wanda McCown
Executive Director, School Nutrition

Russ Oaks
Chief Operating Officer

Date: November 9, 2016

Subject: Request for Expenditure of Excess Food Service Fund Balance

The School Nutrition Program requests to designate a portion of its fund balance to procure the attached food service equipment.

The State of Tennessee requires school nutrition programs to maintain a fund balance not exceeding three months of operating expenses. When the fund balance exceeds this ceiling, school nutrition programs must submit a report to the state outlining a plan for the use or “spend down” of the excess funds. The calculation of the three-month operating expenses is based on the school district’s calendar. Since the Knox County School system has operated on a 10-month calendar, the expenses have been calculated accordingly. With the establishment of the Emerald Academy Charter School, for which the KCS provides food service, the state has determined that the KCS food service operation is a 12-month enterprise. Therefore, the three-month operating expense is now calculated based on 12 months of operation rather than 10 months. This has created an unusually large excess fund balance of approximately \$1.7 million for the school nutrition program.

After examining needs across the school system, the school nutrition staff requests the Board of Education designate excess funds in the amount of \$1,721,194.98 to purchase the attached list of large and small equipment for use in the school cafeterias. We respectfully request the Board of Education approve this fund balance designation.

**Large and Small Equipment Requested For Purchase through Fund Balance Designation
November 9, 2016**

Single Serving Line: 14 lines @ \$33,000.00 each = \$462,000.00

- Bonny Kate
- Sunnyview
- Norwood
- Corryton
- Shannondale
- Inskip
- Fountain City
- Chilhowee
- Mooreland Heights
- Ball Camp
- Farragut Intermediate.
- Farragut Middle
- West View
- Rocky Hill

Double Serving Lines: 6 lines @ \$66,000.00 each = \$396,000.00

- Beaumont
- Holston Middle
- Halls Middle
- Vine Middle
- Powell High
- West High

T-shaped line: 6 lines @ \$95,000.00 = \$570,000.00

- Powell Elementary
- Farragut Primary
- Spring Hill
- Green Magnet
- Whittle Springs
- Copper Ridge

Hot water dispensers: 30 @ \$2,602.48 = \$78,074.40

- Gap Creek
- Chilhowee
- Sunnyview
- Whittle Springs
- Fair Garden
- Powell High
- Bearden High
- Bearden Middle
- Maynard
- Fulton High
- Shannondale
- Karns Middle

Ritta Elementary
 Norwood
 Gresham
 Belle Morris
 Brickey
 Gibbs Elementary
 Ball Camp
 Cedar Bluff Elementary
 Maynard
 Halls Elementary
 Cedar Bluff Middle
 Karns High
 Mt. Olive
 Beaumont
 Hardin Valley Academy
 Austin East
 West Valley
 Sequoyah

Sheet pans ½ size: 510 @ \$7.25 each= \$3,697.50
 6 for 85 schools

Sheet pans full size: 1,032 @ \$12.21= \$12,600.72
 12 for 86 schools

Sheet pan racks: 28 @ \$363.34= \$10,173.52

Holston- 2
 Bearden Middle-2
 Corryton-2
 Inskip-2
 Copper Ridge-2
 Chilhowee-2
 Lonsdale-2
 Sunnyview-1
 Pleasant Ridge-1
 KAEC-1
 Ridgedale-1
 Sarah Moore Greene-1
 Dogwood-1
 Green Magnet 2
 Carter High-1
 Central High-2
 West High-2
 Farragut High-1

Ovens/Steamers

Mooreland Heights	double mini combi ovens	\$7,208.68
Inskip Elementary	Convections double stack oven	\$5,754.64

Carter Middle	Convection double stack oven	\$5,754.64
Fountain City	(2) Convection double stack oven	\$11,521.70
Sunnyview	Market Forge Steamer	\$11,985.80
Fulton	Market Forge Steamer	\$11,985.80
Mooreland Heights	Market Forge Steamer	\$11,985.80

Heated Mobile Cabinet: 12 @ \$4,397.68 = \$ 52,772.16

- Holston Middle
- Fulton High 2
- Halls Middle
- Chilhowee
- Central-2
- West-2
- Bearden High-2
- KAEC

Reach In Refrigerator 7 @ \$,439.42 = \$52,075.94

- Dogwood 2 door
- Adrian Burnett 2 door
- Beaumont 2 door
- Sarah Moore Greene 2 door
- Gibbs High 2 door
- Karns High 2 door
- KAEC 2 door

Reach in Freezer 2 @ 3,515.41 = \$7,030.82

- Mooreland Heights 2 door
- KAEC 2 door

Transport Boxes 16 @ \$660.80= \$10,572.80

- West High 8
- Central High 8

Total: \$1,721,194.92

AGENDA COMMITTEE MEETING

35.

Meeting Date: 12/07/2016
Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Fiscal Year 2016 Year-end Budget Line-Item Transfers within the General Purpose School Fund in the amount of \$7,731,803.00.
(Schools)

Attachments

Information

GENERAL PURPOSE SCHOOLS (141)

LINE-ITEM TRANSFERS (YEAR-END) - FY 2016

Note: The entries represent annual budget reclassification necessary for the closing of the FY 15-16 General Ledger.

TRANSFER FROM (CREDIT)					TRANSFER TO (DEBIT)				
Amount	ORG	Object	Department/Area		Amount	ORG	Object	Department/Area	
5,359,000	141	402100	Local Option Sales Tax	A	267,000	17115000	511600	Alternative Schools Instruction	A
12,000	17211000	520200	Attendance	B	212,000	17231000	552500	Board of Education	
50,000	17130000	520200	Career & Technical Instruction		155,000	17114400	511600	ELL Instruction	
871	17252000	520200	Human Resources		1,214,000	17241000	510300	Office of Principal	
200,000	17241000	520200	Office of Principal		280,000	17232000	510100	Office of the Superintendent	
14,400	17232000	520200	Office of the Superintendent		401,000	17900000	559040	Other Uses	
1,950,000	17110000	520200	Regular Education Instruction		2,227,000	17110000	511600	Regular Education Instruction	
105,532	17221000	520200	Regular Instructional Support		516,000	17221000	559000	Regular Education Instruction Support	
40,000	17213000	520200	Student Support Services		87,000	17120000	520100	Special Education Instruction	
					12,000	17211000	518000	Attendance	B
					50,000	17130000	518000	Career & Technical Instruction	
					871	17252000	518000	Human Resources	
					200,000	17241000	518000	Office of Principal	
					14,400	17232000	518000	Office of the Superintendent	
					1,950,000	17110000	518000	Regular Education Instruction	
					105,532	17221000	518000	Regular Instructional Support	
					40,000	17213000	518000	Student Support Services	
7,731,803.00	Total Transfers From				7,731,803.00	Total Transfers To			

Legend:

- A** Unbudgeted positions, additional taxes and benefits, additional substitute teacher costs, and additional trustee commission budgets increased. Local Option Sales Tax revenue budget subsequently increased to offset increase in spending.
- B** Sick-leave payout was originally budgeted under taxes and benefits. Sick-leave payout was moved to Personal Services to reclassify expenditure on financials.

OK 8/25

AGENDA COMMITTEE MEETING

36.

Meeting Date: 12/07/2016
Requested By: TERRI
COATNEY,
KNOX COUNTY
SCHOOLS
Department: KNOX COUNTY SCHOOLS
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving line-item transfers within the Fiscal Year 2017 General Purpose School Fund in the amount of \$493,712.00.
(Schools)

Attachments

Information

AGENDA COMMITTEE MEETING

37.

Meeting Date: 12/07/2016
Requested By: Allison Rogers,
SHERIFF
Department: SHERIFF
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract between Knox County and Aramark, G&K Services, and Unifirst Corporation for uniform and facility service rentals.
(Sheriff)

Attachments

Aramark
G & K
Unifirst

KNOX COUNTY GOVERNMENT

AND

ARAMARK UNIFORM & CAREER APPAREL, LLC

This Contract, made and entered into this ____ day of December 2016 by and between **Knox County Government** through its governing body and authorized representative, hereinafter referred to as "**County**" and Aramark, hereinafter referred to as "**Contractor**."

Whereas, County requested bids for the provisions of Uniform and Facility Service Rentals for Knox County Government (Invitation for Bid 2449) and;

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 County;

Whereas, Contractor agrees and undertakes to provide Knox County Government, as set forth in the Invitation for Bid and at the price quoted for said products and services by Contractor. Further, in accordance with the lawful directions of the County, 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 1st day of January 2017 and ends 31st day December 2017, unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. There are four (4) one-year option renewal periods. Renewal will be at the sole discretion of County. Contractor will perform services in a professional, good and workman like manner.

2. Payment. County shall pay Contractor the amount as agreed upon in County's Invitation for Bid for Uniform and Facility Service Rentals as follows:

See Attachment "A" Contractor's Cost Invitation for Bid #2449 - Uniform and Facility Service Rentals 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 coordinate with each agency contact the most effective date and time to service each facility. This schedule of service must remain constant unless extenuating circumstances prohibit the Contractor from servicing at the scheduled time. Written authorization from the using agency must be obtained to change service schedule. The County does not guarantee any quantity of work to be performed under this agreement.

3. Invoicing and reporting requirements. The Contractor shall invoice the Knox County Government in accordance to the services performed on a monthly basis. The invoice shall show the service performed and the appropriate unit price for that particular service and location of service. Contractor is hereby cautioned that it can take a minimum of 30 days to process invoices. Invoices shall be mailed in duplicate to the Knox County department that received services, such as:

**Knox County Sheriff's Office
400 Main St, Suite I-165
Knoxville, Tennessee 37902**

4. Termination. County may terminate this Contract with or without cause, upon written notice of not less than thirty days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of County.

Should the Contractor fail to provide the Uniform and Facility Service Rentals detailed herein, 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 24 hours to rectify the problems. 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 Knox County 120 day 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 County for the Uniform and Facility Service Rentals 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.

6. Independent contractor. Contractor shall acknowledge he and his employees serve as independent contractors and that 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 Uniform and Facility Service Rentals, 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 County.

10. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance.

11. Right to inspect. 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 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.

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 three (3) years from the date of the final payment under the Contract for inspection by 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, agent, or employees.

15. Delivery. Contractor shall render the Uniform and Facility Service Rentals for the Knox County Government in accordance with the Contractor's schedule and coordinated with the Knox County Government or their designee.

16. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract:

- a. Contractor's response to Invitation for Bid #2449
- b. Invitation for Bid

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.

17. Limitation of Liability. In no event shall Knox County be liable for any indirect, incidental, non-sequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

Knox County Government

by: _____
Tim Burchett
Knox County Mayor

Aramark

by: _____

Title: _____

Contract #: _____

Approved as to legal form:

Knox County Law Director's Office

Date _____

KNOX COUNTY GOVERNMENT

AND

G & K SERVICES

This Contract, made and entered into this ____ day of December 2016 by and between **Knox County Government** through its governing body and authorized representative, hereinafter referred to as "**County**" and G & K Services), hereinafter referred to as "**Contractor.**"

Whereas, County requested bids for the provisions of Uniform and Facility Service Rentals for Knox County Government (Invitation for Bid 2449) and;

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 County;

Whereas, Contractor agrees and undertakes to provide Knox County Government, as set forth in the Invitation for Bid and at the price quoted for said products and services by Contractor. Further, in accordance with the lawful directions of the County, 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 1st day of January 2017 and ends 31st day December 2017, unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. There are four (4) one-year option renewal periods. Renewal will be at the sole discretion of County. Contractor will perform services in a professional, good and workman like manner.

2. Payment. County shall pay Contractor the amount as agreed upon in County's Invitation for Bid for Uniform and Facility Service Rentals as follows:

See Attachment "A" Contractor's Cost Invitation for Bid #2449 - Uniform and Facility Service Rentals 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 coordinate with each agency contact the most effective date and time to service each facility. This schedule of service must remain constant unless extenuating circumstances prohibit the Contractor from servicing at the scheduled time. Written authorization from the using agency must be obtained to change service schedule. The County does not guarantee any quantity of work to be performed under this agreement.

3. Invoicing and reporting requirements. The Contractor shall invoice the Knox County Government in accordance to the services performed on a monthly basis. The invoice shall show the service performed and the appropriate unit price for that particular service and location of service. Contractor is hereby cautioned that it can take a minimum of 30 days to process invoices. Invoices shall be mailed in duplicate to the Knox County department that received services, such as:

**Knox County Sheriff's Office
400 Main St, Suite I-165
Knoxville, Tennessee 37902**

4. Termination. County may terminate this Contract with or without cause, upon written notice of not less than thirty days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of County.

Should the Contractor fail to provide the Uniform and Facility Service Rentals detailed herein, 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 24 hours to rectify the problems. 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 Knox County 120 day 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 County for the Uniform and Facility Service Rentals 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.

6. Independent contractor. Contractor shall acknowledge he and his employees serve as independent contractors and that 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 Uniform and Facility Service Rentals, 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 County.

10. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance.

11. Right to inspect. 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 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.

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 three (3) years from the date of the final payment under the Contract for inspection by 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, agent, or employees.

15. Delivery. Contractor shall render the Uniform and Facility Service Rentals for the Knox County Government in accordance with the Contractor's schedule and coordinated with the Knox County Government or their designee.

16. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract:

- a. Contractor's response to Invitation for Bid #2449
- b. Invitation for Bid

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.

17. Limitation of Liability. In no event shall Knox County be liable for any indirect, incidental, non-sequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

Knox County Government

by: _____
Tim Burchett
Knox County Mayor

G & K Services

by: _____

Title: _____

Contract #: _____

Approved as to legal form:

Knox County Law Director's Office

Date _____

KNOX COUNTY GOVERNMENT

AND

UNIFIRST CORPORATION

This Contract, made and entered into this ____ day of December 2016 by and between **Knox County Government** through its governing body and authorized representative, hereinafter referred to as "**County**" and Aramark, hereinafter referred to as "**Contractor.**"

Whereas, County requested bids for the provisions of Uniform and Facility Service Rentals for Knox County Government (Invitation for Bid 2449) and;

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 County;

Whereas, Contractor agrees and undertakes to provide Knox County Government, as set forth in the Invitation for Bid and at the price quoted for said products and services by Contractor. Further, in accordance with the lawful directions of the County, 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 1st day of January 2017 and ends 31st day December 2017, unless terminated in conformity with the terms of this Contract as contained in paragraphs 4 and 5. There are four (4) one-year option renewal periods. Renewal will be at the sole discretion of County. Contractor will perform services in a professional, good and workman like manner.

2. Payment. County shall pay Contractor the amount as agreed upon in County's Invitation for Bid for Uniform and Facility Service Rentals as follows:

See Attachment "A" Contractor's Cost Invitation for Bid #2449 - Uniform and Facility Service Rentals 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 coordinate with each agency contact the most effective date and time to service each facility. This schedule of service must remain constant unless extenuating circumstances prohibit the Contractor from servicing at the scheduled time. Written authorization from the using agency must be obtained to change service schedule. The County does not guarantee any quantity of work to be performed under this agreement.

3. Invoicing and reporting requirements. The Contractor shall invoice the Knox County Government in accordance to the services performed on a monthly basis. The invoice shall show the service performed and the appropriate unit price for that particular service and location of service. Contractor is hereby cautioned that it can take a minimum of 30 days to process invoices. Invoices shall be mailed in duplicate to the Knox County department that received services, such as:

**Knox County Sheriff's Office
400 Main St, Suite I-165
Knoxville, Tennessee 37902**

4. Termination. County may terminate this Contract with or without cause, upon written notice of not less than thirty days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of County.

Should the Contractor fail to provide the Uniform and Facility Service Rentals detailed herein, 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 24 hours to rectify the problems. 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 Knox County 120 day 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 County for the Uniform and Facility Service Rentals 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.

6. Independent contractor. Contractor shall acknowledge he and his employees serve as independent contractors and that 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 Uniform and Facility Service Rentals, 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 County.

10. This Contract shall be governed by the laws of the State of Tennessee both as to interpretation and performance.

11. Right to inspect. 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 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.

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 three (3) years from the date of the final payment under the Contract for inspection by 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, agent, or employees.

15. Delivery. Contractor shall render the Uniform and Facility Service Rentals for the Knox County Government in accordance with the Contractor's schedule and coordinated with the Knox County Government or their designee.

16. Contract documents. It is mutually agreed by both parties that the following documents are made part of this Contract:

- a. Contractor's response to Invitation for Bid #2449
- b. Invitation for Bid

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.

17. Limitation of Liability. In no event shall Knox County be liable for any indirect, incidental, non-sequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.

In witness whereof, the parties hereto have caused this Contract to be executed in one original copy on the day and year first above written.

Knox County Government

by: _____
Tim Burchett
Knox County Mayor

Unifirst Corporation

by: _____

Title: _____

Contract #: _____

Approved as to legal form:

Knox County Law Director's Office

Date _____

AGENDA COMMITTEE MEETING

38.

Meeting Date: 12/07/2016
Requested By: Allison Rogers,
SHERIFF
Department: SHERIFF
Requires Expenditure of Funds: NO **Funded in Current Budget:** NO
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee accepting a donation of equipment including 50 kiosks and 1 server from Tech Friends, Inc. to the Knox County Sheriff's Office.
(Sheriff)

Attachments

Equipment donation

TRANSFER OF OWNERSHIP

This Transfer of Ownership is made and entered into and effective as of November 2, 2016, by and between TECH FRIENDS, INC., an Arkansas corporation ("Transferor"), and the KNOX COUNTY SHERIFF'S OFFICE ("Transferee").

RECITALS

A. Transferor previously provided its equipment and services for the use and benefit of Transferee as a subcontractor to then-prime contractor Pay Tel Communications Services, Inc ("Pay Tel");

B. Transferor now desires to transfer the designated equipment to Transferee because Pay Tel's prime contract with Transferee has ended, although Transferor continues to provide goods and services for the use and benefit of Transferee pursuant to a new subcontract with the current, successor prime contractor.

NOW THEREFORE, in consideration of the foregoing recitals and the below terms, the parties agree as follows:

1. Transfer of Equipment. Transferor transfers and delivers to Transferee the following equipment installed in Transferee's facilities pursuant to Pay Tel's prime contract with Transferee and subcontract with Transferor (all together, the "Equipment"), and Transferee accepts the delivery and ownership of the Equipment:

- a. 3 Wall-Mount Lobby Kiosks
- b. 2 Booking Kiosks
- c. 1 Dell Server with Adobe Flash video visitation software installed
- d. 45 Titan In-Pod Kiosks

2. Applicable Law. This Transfer of Ownership, including all matters relating to the validity, construction, performance, and enforcement of it, shall be governed by the laws of the State of Tennessee without regard to its choice of law provisions.

ACKNOWLEDGED AND AGREED:

"TRANSFEROR"

TECH FRIENDS, INC.

Signed: 

AGENDA COMMITTEE MEETING

39.

Meeting Date: 12/07/2016
Requested By: Eddy Roberts,
ENGINEERING
AND PUBLIC
WORKS

Department: ENGINEERING AND PUBLIC WORKS

Requires Expenditure of Funds: NO **Funded in Current Budget:** NO

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with SSLW, LLC for property located at 10117 S. Northshore Drive (CLT # 154-06605).

(Engineering and Public Works)

Attachments

storm

**COVENANTS FOR PERMANENT MAINTENANCE OF STORMWATER
FACILITIES AND BEST MANAGEMENT PRACTICES**

**THE TERM STORMWATER FACILITIES MAY REFER TO WATER QUANTITY
AND/OR WATER QUALITY FACILITIES (i.e. detention basins, retention basins, swales,
pipes, oil/water separators, sand filtering devices, etc.)**

SSLW, LLC, (an individual/ a Tennessee or other state corporation/ partnership) with its (office/
residence) located at 167 Myrtle Ward Road, Philadelphia, Tennessee 37846 (hereinafter
"Property Owner") grants these Covenants for Maintenance of Stormwater and/or Water Quality
Facilities (hereinafter "Covenants") on this the 2nd day of December, 2016.

WITNESSETH:

WHEREAS, The Knox County Stormwater Ordinance requires property owners to enter
into permanent maintenance agreements for stormwater and/or water quality facilities before the
property is developed.

NOW THEREFORE, as a condition of the Engineering Department's issuance of a
Grading Permit, the Property Owner warrants, covenants, and grants as follows:

1. That they will fully execute a stormwater maintenance facility and stormwater
maintenance documents and the Engineering Department shall record the same in the Register's
Office for Knox County, Tennessee.

The Property Owner further warrants that they are the owner of the property located in Knox
County at 10117 S. Northshore Dr. (CLT Parcel # 154-06605) in District 6 and that a final
map and plat has been prepared, said map and plat being prepared by Urban Engineering, Inc.
on the 12th day of July, 2016.

The Property Owner further agrees that said map and plat shall be recorded in the Register's
Office as soon as the recording of this stormwater agreement takes place and a copy of the
recorded plat and map be furnished to the Knox County Engineering Department.

2. The Property Owner desires to develop all or a portion of the above described property
according to the Grading Permit issued by Knox County based on the Property Owner's
site/subdivision plan entitled Final Plat of First Choice Automotive dated July 12, 2016 and
prepared by Urban Engineering, Inc. (hereinafter "Plan").

3. The Property Owner will construct and maintain the stormwater and/or water quality
facilities in strict accord with the Plan, specifications, calculations, and conditions required by the
Engineering Department.

4. The Property Owner shall provide a surety bond, letter of credit, or cash bond
acceptable to Knox County and in an amount to be determined by the Engineering Department in
a sum sufficient to guarantee that the stormwater and/or water quality facilities are constructed in
accordance with the plan.

5. To ensure that subsequent property owners have notice of these Covenants and the
obligations therein, the Property Owner will include in all instruments conveying any or all of the
above described property on which the stormwater and/or water quality facilities are located, the

specific instrument numbers referencing these Covenants and the recorded subdivision plat indicated in paragraph 12 herein.

6. The Property Owner will maintain the approved stormwater and/or water quality facilities in good working order acceptable to the County Engineering Department. Minimum maintenance of said facilities shall include sediment, debris, oil, hydrocarbons, and foreign materials removal; cutting and removal of woody vegetation on an annual basis; and keeping emergency spillways functional and clear of woody vegetation and debris so that the operation and capacity of the stormwater and/or water quality facilities continue to meet the standards in said Plan.

7. In order to provide access to stormwater and/or water quality facilities by personnel, vehicles and equipment, the Property Owner will provide a twenty (20) foot wide access with an easement from a public street in strict accord with the Plat and any additional conditions required by the Engineering Department. The Property Owner further covenants that no structure or building will be erected on the access easement; that no woody vegetation will be allowed to grow on the access easement; and that no use will be made which will interfere with the use of said easement for the purpose of accessing the facilities. If access to the facilities is obstructed and the County is required to remove the obstruction the County will follow the notice procedure, double lien, and collection process as set forth in paragraph 9 herein. In addition the easement provided above is further described by Metes and Bounds in said Plan.

8. The Property Owner grants permission to the County, its agents and employees, to enter upon the property to inspect and monitor said facilities whenever the County deems necessary and further for the County or its agents to repair, replace, maintain, and reconstruct said facilities as permitted herein.

9. (a) If the County determines that the stormwater detention and/or water quality facilities are not being maintained in good working order and gives written notice to the current Property Owner to repair, replace, reconstruct, or maintain said facilities within a reasonable time, and the Property Owner fails to comply with the County's notice within the time specified, the Property Owner authorizes the County or its agents to enter upon the Property to repair, reconstruct, replace or perform maintenance on said facilities at the Property Owner's expense.

(b) The Property Owner further authorizes the County to place a lien for double the amount of said expenses of repair, maintenance or reconstruction against the property.

(c) If the Property Owner fails to pay the County after forty-five (45) days written notice, the Property Owner authorizes the County to collect said expenses from the Property Owner through the appropriate legal action, with the Property Owner to be liable for the reasonable expenses of collection, court costs, and attorney fees.

(d) The Property Owner recognizes, however, that this remedy does not obligate the County to maintain or repair any stormwater facilities and/or water quality facilities or restrict the County from pursuing other or additional legal remedies against the Property Owner.

10. These Covenants shall be binding on the Property Owner's heirs, administrators, executors, successors, and assigns, and any and all subsequent property owners. Upon conveyance of the Property, these Covenants shall transfer to and be binding upon the new property owner and the original Property Owner shall be released from any and all responsibilities and obligations under these Covenants.

11. These Covenants are permanent and shall run with the land.

12. The Property Owner shall, upon the recording of this covenant for permanent maintenance of stormwater, record a plat showing and accurately defining the easements for stormwater and/or water quality facilities and the access easements to these facilities on a survey plat of record. The survey plat must reference the instrument number where these Covenants are recorded and contain a note that the Property Owner is responsible for maintaining the facility.

13. The Engineering Department will record the Covenants for permanent maintenance of stormwater facilities and the Property Owner shall be responsible for providing to the Engineering Department a check made payable to the Knox County Register of Deeds in the amount sufficient to pay for the said recording. The property of the recorded document shall be returned to the Property Owner and a copy to the Knox County Law Department before the final plat is signed by the Engineering Department and before all or any portion of the property is transferred or conveyed.

14. Upon the Property Owner's satisfaction of all duties set forth in this Covenant and proof of same, the Property Owner may make application to the County for the return or refund of the bond, letter of credit, or cash bond.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 2nd DAY OF December, 2016.

PROPERTY OWNER/ AUTHORIZED AGENT:

(Print Name Here) J. MARK WISHAM

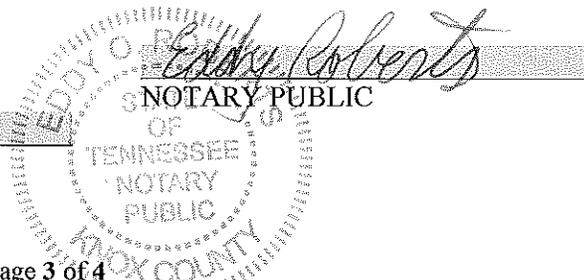
(Sign Name Here) J. Mark Wisham

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared J. MARK WISHAM, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he or she is the **Authorized Agent** of **SSLW, LLC** and is authorized by **SSLW, LLC** to execute this instrument on behalf of same.

2nd WITNESS my hand and official seal at office in Knox County, Tennessee this the day of DECEMBER, 2016.

My Commission Expires: 12-23-18



KNOX COUNTY, TENNESSEE

By: Knox County Mayor

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared _____, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he or she is the Mayor of Knox County, Tennessee and is authorized by Knox County, Tennessee to execute this instrument on its behalf.

WITNESS my hand and official seal at office in Knox County, Tennessee this the _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

APPROVED AS TO LEGAL FORM:

CONTRACT NO. _____

KNOX COUNTY LAW DIRECTOR

DATE

AGENDA COMMITTEE MEETING

40.

Meeting Date: 12/07/2016
Requested By: Eddy Roberts,
ENGINEERING
AND PUBLIC
WORKS

Department: ENGINEERING AND PUBLIC WORKS

Requires Expenditure of Funds: NO **Funded in Current Budget:** NO

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Covenants for Permanent Maintenance of Stormwater Facilities and Best Management Practices with Hardin Valley Farm Development, Inc. for property located at 11048 Sam Lee Rd. (a portion of CLT # 103-07204).

(Engineering and Public Works)

Attachments

storm

**COVENANTS FOR PERMANENT MAINTENANCE OF STORMWATER
FACILITIES AND BEST MANAGEMENT PRACTICES**

**THE TERM STORMWATER FACILITIES MAY REFER TO WATER QUANTITY
AND/OR WATER QUALITY FACILITIES (i.e. detention basins, retention basins, swales,
pipes, oil/water separators, sand filtering devices, etc.)**

Hardin Valley Farm Development, Inc., (an individual/ a Tennessee or other state corporation/
partnership) with its (office/ residence) located at **308 Letterman Rd., Knoxville, Tennessee**
37919 (hereinafter "Property Owner") grants these Covenants for Maintenance of Stormwater
and/or Water Quality Facilities (hereinafter "Covenants") on this the 2 day of
December, 2016.

WITNESSETH:

WHEREAS, The Knox County Stormwater Ordinance requires property owners to enter
into permanent maintenance agreements for stormwater and/or water quality facilities before the
property is developed.

NOW THEREFORE, as a condition of the Engineering Department's issuance of a
Grading Permit, the Property Owner warrants, covenants, and grants as follows:

1. That they will fully execute a stormwater maintenance facility and stormwater
maintenance documents and the Engineering Department shall record the same in the Register's
Office for Knox County, Tennessee.

The Property Owner further warrants that they are the owner of the property located in Knox
County at **11048 Sam Lee Rd. (a portion of CLT Parcel # 103-07204) in District 6** and that a
final map and plat has been prepared, said map and plat being prepared by **Batson, Himes,**
Norvell & Poe on the 23rd day of August, 2016.

The Property Owner further agrees that said map and plat shall be recorded in the Register's
Office as soon as the recording of this stormwater agreement takes place and a copy of the
recorded plat and map be furnished to the Knox County Engineering Department.

2. The Property Owner desires to develop all or a portion of the above described property
according to the Grading Permit issued by Knox County based on the Property Owner's
site/subdivision plan entitled **Final Plat for Hayden Hill S/D, Phase 1C** dated August 23, 2016
and prepared by **Batson, Himes, Norvell & Poe** (hereinafter "Plan").

3. The Property Owner will construct and maintain the stormwater and/or water quality
facilities in strict accord with the Plan, specifications, calculations, and conditions required by the
Engineering Department.

4. The Property Owner shall provide a surety bond, letter of credit, or cash bond
acceptable to Knox County and in an amount to be determined by the Engineering Department in
a sum sufficient to guarantee that the stormwater and/or water quality facilities are constructed in
accordance with the plan.

5. To ensure that subsequent property owners have notice of these Covenants and the
obligations therein, the Property Owner will include in all instruments conveying any or all of the
above described property on which the stormwater and/or water quality facilities are located, the

specific instrument numbers referencing these Covenants and the recorded subdivision plat indicated in paragraph 12 herein.

6. The Property Owner will maintain the approved stormwater and/or water quality facilities in good working order acceptable to the County Engineering Department. Minimum maintenance of said facilities shall include sediment, debris, oil, hydrocarbons, and foreign materials removal; cutting and removal of woody vegetation on an annual basis; and keeping emergency spillways functional and clear of woody vegetation and debris so that the operation and capacity of the stormwater and/or water quality facilities continue to meet the standards in said Plan.

7. In order to provide access to stormwater and/or water quality facilities by personnel, vehicles and equipment, the Property Owner will provide a twenty (20) foot wide access with an easement from a public street in strict accord with the Plat and any additional conditions required by the Engineering Department. The Property Owner further covenants that no structure or building will be erected on the access easement; that no woody vegetation will be allowed to grow on the access easement; and that no use will be made which will interfere with the use of said easement for the purpose of accessing the facilities. If access to the facilities is obstructed and the County is required to remove the obstruction the County will follow the notice procedure, double lien, and collection process as set forth in paragraph 9 herein. In addition the easement provided above is further described by Metes and Bounds in said Plan.

8. The Property Owner grants permission to the County, its agents and employees, to enter upon the property to inspect and monitor said facilities whenever the County deems necessary and further for the County or its agents to repair, replace, maintain, and reconstruct said facilities as permitted herein.

9. (a) If the County determines that the stormwater detention and/or water quality facilities are not being maintained in good working order and gives written notice to the current Property Owner to repair, replace, reconstruct, or maintain said facilities within a reasonable time, and the Property Owner fails to comply with the County's notice within the time specified, the Property Owner authorizes the County or its agents to enter upon the Property to repair, reconstruct, replace or perform maintenance on said facilities at the Property Owner's expense.

(b) The Property Owner further authorizes the County to place a lien for double the amount of said expenses of repair, maintenance or reconstruction against the property.

(c) If the Property Owner fails to pay the County after forty-five (45) days written notice, the Property Owner authorizes the County to collect said expenses from the Property Owner through the appropriate legal action, with the Property Owner to be liable for the reasonable expenses of collection, court costs, and attorney fees.

(d) The Property Owner recognizes, however, that this remedy does not obligate the County to maintain or repair any stormwater facilities and/or water quality facilities or restrict the County from pursuing other or additional legal remedies against the Property Owner.

10. These Covenants shall be binding on the Property Owner's heirs, administrators, executors, successors, and assigns, and any and all subsequent property owners. Upon conveyance of the Property, these Covenants shall transfer to and be binding upon the new property owner and the original Property Owner shall be released from any and all responsibilities and obligations under these Covenants.

11. These Covenants are permanent and shall run with the land.

12. The Property Owner shall, upon the recording of this covenant for permanent maintenance of stormwater, record a plat showing and accurately defining the easements for stormwater and/or water quality facilities and the access easements to these facilities on a survey plat of record. The survey plat must reference the instrument number where these Covenants are recorded and contain a note that the Property Owner is responsible for maintaining the facility.

13. The Engineering Department will record the Covenants for permanent maintenance of stormwater facilities and the Property Owner shall be responsible for providing to the Engineering Department a check made payable to the Knox County Register of Deeds in the amount sufficient to pay for the said recording. The property of the recorded document shall be returned to the Property Owner and a copy to the Knox County Law Department before the final plat is signed by the Engineering Department and before all or any portion of the property is transferred or conveyed.

14. Upon the Property Owner's satisfaction of all duties set forth in this Covenant and proof of same, the Property Owner may make application to the County for the return or refund of the bond, letter of credit, or cash bond.

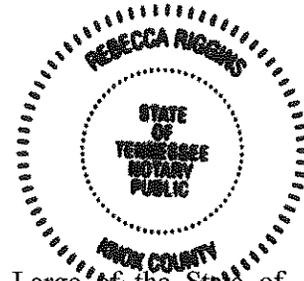
IN WITNESS WHEREOF, WE HAVE SET OUR HANDS THIS 2 DAY OF December, 2016.

PROPERTY OWNER/ AUTHORIZED AGENT:

(Print Name Here) Darby Campbell

(Sign Name Here) [Signature]

STATE OF TENNESSEE)
COUNTY OF KNOX)



Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared Darby Campbell, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he or she is the Authorized Agent of Hardin Valley Farm Development, Inc. and is authorized by Hardin Valley Farm Development, Inc. to execute this instrument on behalf of same.

WITNESS my hand and official seal at office in Knox County, Tennessee this the 2 day of 12, 2016.

Rebecca Riggins
NOTARY PUBLIC

My Commission Expires: 5-27-20

KNOX COUNTY, TENNESSEE

By: Knox County Mayor

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me the undersigned authority, a Notary Public at Large of the State of Tennessee, personally appeared _____, with whom I am personally acquainted, and who, upon oath, executed the foregoing instrument for the purposes therein contained, and who further acknowledged that he or she is the Mayor of Knox County, Tennessee and is authorized by Knox County, Tennessee to execute this instrument on its behalf.

WITNESS my hand and official seal at office in Knox County, Tennessee this the _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

APPROVED AS TO LEGAL FORM:

CONTRACT NO. _____

KNOX COUNTY LAW DIRECTOR

DATE

AGENDA COMMITTEE MEETING

41.

Meeting Date: 12/07/2016
Requested By: Jim Snowden,
ENGINEERING
AND PUBLIC
WORKS

Department: ENGINEERING AND PUBLIC WORKS

Requires Expenditure of Funds: YES **Funded in Current Budget:** YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Bobcat of Knoxville, Inc. for small and light equipment services.
(Engineering and Public Works)

AGENDA COMMITTEE MEETING

42.

Meeting Date: 12/07/2016
Requested By: Jim Snowden,
ENGINEERING
AND PUBLIC
WORKS

Department: ENGINEERING AND PUBLIC WORKS

Requires Expenditure of Funds: YES **Funded in Current Budget:** YES

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving 1) an amendment to the Roadscapes Grant Agreement with the Tennessee Department of Transportation (TDOT), which amendment extends the term of the contract, 2) a memorandum of understanding with the Powell Business and Professional Association (PBPA) and 3) a contract with Volunteer Erosion Control, LLC for landscape improvements at I-75 and Emory Road (SR-131) in furtherance of the Powell Roadscapes Project.
(Engineering and Public Works)

AGENDA COMMITTEE MEETING

43.

Meeting Date: 12/07/2016
Requested By: Jolie Bonavita,
COUNTY
COMMISSION
Department: COUNTY COMMISSION
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract for green waste recycling services. **(DEFERRED FROM NOVEMBER)**
(Solid Waste)

AGENDA COMMITTEE MEETING

44.

Meeting Date: 12/07/2016
Requested By: Drew Thurman,
SOLID WASTE
Department: SOLID WASTE
Requires Expenditure of Funds: YES **Funded in Current Budget:** NO
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with John Chesney to lease 1.69 acres of land in the Carter community for a period of 10 years with an ability to renew the lease upon mutual agreement for another 10 years at the rate of \$2,000 per month with price increases limited to CPI every 5 years.
(Engineering and Public Works)

AGENDA COMMITTEE MEETING

45.

Meeting Date: 12/07/2016

Submitted For: Martha Buchanan Requested By: Barbara Grass,
HEALTH DEPARTMENT

Department: HEALTH DEPARTMENT

Requires Expenditure of Funds: NO Funded in Current Budget: NO

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an Affiliation Agreement between The University of Tennessee on Behalf of its Haslam College of Business, Department of Management, Human Resource Management and Knox County Government dba The Knox County Health Department to provide internships for Human Resource Management students for the period from January 1, 2017 to January 1, 2022 (5 years).
(Health Department)

Attachments

UT Affiliation Agreement

KNOX COUNTY HEALTH DEPARTMENT
Contract/Grant/MOU Supplemental Summary Form*

Submission date: 11/29/16 Date needed: 12/31/2016

Submitted by: Julie Grubaugh, Administration

- Place on Commission Agenda (new/amended/renewing contracts)
- Signature only (sub-contracts of an already approved contract, affiliation agreements)
- Mayor Burchett Dr. Buchanan Mark Miller Other

1. Nature of document – purpose and need
Affiliation Agreement between UT's Department of Management, Human Resource Management program and KCHD for the five year period from January 1, 2017 - January 1, 2022. Agreement will provide internships for Human Resource Management students under the assigned supervision of Carrie Thomas, KCHD Staff Development Manager.
2. History of document <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> AMENDMENT
New Affiliation Agreement initiated by KCHD using KCHD's template. University struck through item 19 on page 2, and Knox County legal counsel, Myers Morton, has approved this strikethrough.
3. Statement of support and signature
KCHD supports this affiliation as indicated by initials below. <i>mmmm</i> Jennifer Valentine, Director of Accreditation and Quality Improvement <i>JV</i>

*This form must accompany contract/grant/MOU requests provided to the Mayor for signature.
Rev. 12/13/11

**AFFILIATION AGREEMENT
 BETWEEN
 THE UNIVERSITY OF TENNESSEE ON BEHALF OF ITS HASLAM COLLEGE OF
 BUSINESS, DEPARTMENT OF MANAGEMENT, HUMAN RESOURCE
 MANAGEMENT
 AND
 KNOX COUNTY GOVERNMENT dba THE KNOX COUNTY HEALTH
 DEPARTMENT**

THIS AGREEMENT entered into this 1st day of January, 2017 by and between **The University of Tennessee**, on behalf of its **Haslam College of Business, Department of Management, Human Resource Management**, hereinafter called "University", and the Knox County Department Of Health, hereinafter called "Agency".

WITNESSETH:

WHEREAS, **The University's Department of Management** provides instruction and training for students/interns in **human resource management**.

WHEREAS, Agency will provide experiential learning through clinical and/or practical work for **human resource management** student/interns, under the direction of an assigned faculty of the **Department of Management** at **The University of Tennessee** and Student Coordinator or designated preceptor of the Knox County Health Department.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms hereinafter set forth, and for other good and valuable consideration, the parties hereto hereby agree as follows:

General Agreements:

1. Agency agrees to accept certain University students enrolled in the University above-cited program for a period of observational experience and supervised training at times and in number to be agreed upon between the respective representatives of the parties.
2. Work schedules and work assignments acceptable to the parties shall not interfere with the primary mission of the parties.
3. No monetary payment shall be made by Agency to students in compensation for their services.
4. The University agrees to award adjunct faculty status to Agency staff where appropriate according to Universitys policy.
5. University will provide continuing education to Agency staff when possible and appropriate
6. Agency may request University to withdraw from the program any student whose performance is deemed unfit or whose conduct prevents desirable relationships within Agency.

7. Student(s) will not replace Agency staff and will not render patient/client care and/or services expect as identified for educational value as part of a supervised program.
8. Each party shall comply with all federal, state, and municipal laws, advice, rules and regulations which are applicable to the performance of this agreement.
9. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Agency or the University.
10. Any courtesy appointments to faculty or staff by either the University or the Agency shall be without entitlement of the individual to compensation or benefits from the appointing party.
11. The confidentiality of patient records and student records shall be maintained at all times.
12. The delay or failure of performance by either party shall not constitute default under the terms of this agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this agreement shall be immediate termination.
13. This agreement shall in no way be interpreted as creating an agency or employment relationship or joint venture or joint enterprise between the parties.

University Agrees:

14. University shall be solely responsible for the educational program of students assigned to Agency, and for selections, evaluation, and assignment of students in accordance with agreed upon schedules.
15. University shall supply to Agency in writing the names of students prior to their participation in the program at Agency.
16. University shall be responsible for the curricular conduct of its students, and the general conduct of its employees in conformance with Agency's policies, rules and regulations during the observational training program while at Agency's facility.
17. University shall require written evidence of professional liability insurance coverage for students and faculty (if applicable) participating in the experience. The coverage shall extend through the term of the student's participation.
18. University is responsible for directing and supervising its officers, agents, employees or students in the performance of this Agreement.
19. ~~To the extent permitted by law, University shall indemnify and hold Agency harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University or employees.~~

DS
CC

20. University agrees to keep in full force and effect during the term of this Agreement at the expense of the University:

A blanket insurance policy which covers Limits of Professional Liability \$1,000,000/\$3,000,000 (pays up to \$1,000,000 for each medical incident up to a total of \$3,000,000 in any one year) which covers all students enrolled in **human resource management** courses and the University faculty while they are supervising said students.

The liability insurance is an "Occurrence Form Policy," meaning that protection is provided at any future date even though this policy may not be in effect at that time, provided the policy is in effect when such an incidence occurs.

21. The University will assure the following should Agency share protected health information with students or students gain the information during their observational period.

- 21.1 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information (EPHI) that it creates, receives, maintains, or transmits on KCHD's behalf;
- 21.2 Ensure that any agent, including a subcontractor to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it;
- 21.3 Report to KCHD any security incident of which it becomes aware;
- 21.4 Authorize termination of the Affiliation Agreement by Agency if Agency determines that the University has violated a material term of the contract.

Agency Agrees:

22. Agency shall provide a supervised experiential learning program and, insofar as possible, shall provide orientation, administrative guides, and practical instruction to the student(s) during the agreed upon student training period.

23. On any day when student(s) is/are in training at Agency, Agency shall permit the student(s) access to its common areas normally used by its professional staff.

24. Agency may, at the discretion of the Agency and if requested, evaluate each student's performance and report to University on forms provided by University.

25. The Agency is responsible for directing and supervising its officers, agents or employees in the performance of this Agreement.

26. The Agency will provide "Emergency Services" to the University's students at the Agency. The Agency defines "Emergency Services" as CPR, vital sign stabilization, and evaluation for 911 services.

27. The Agency will provide essential instructional data mutually agreed upon between the Agency and University such as: client records, program background information, and general data to facilitate learning.

- 27.1 The student or the University may not copy, reproduce, or take Protected Health Information (PHI) from the Agency.
- 27.2 Release authority for de-identified PHI is from the Chief Privacy Officer or Health Department Director only.
- 27.3 Violation of this guideline is cause for immediate termination of the relationship and possible legal action.

STUDENT RESPONSIBILITIES:

- 28. Students will complete the Agency's paperwork required for the rotation or practical experience. Students may not begin until all paperwork is completed.
- 29. Students are responsible for being at assigned stations at times scheduled.
- 30. Students are to adhere to any uniform or dress regulations required by Agency.
- 31. Students are to follow the rules and regulations of Agency while they are in training at Agency.

EQUAL OPPORTUNITY

The parties to this agreement agree that opportunities will be provided to qualified persons without discrimination because of race, creed, age, color, sex, handicap, national origin, or other non-merit basis.

FERPA

The University is subject to the Family Education Rights and Privacy Act of 1974 (20 U.S.C. 1232g) and related regulations of the U.S. Department of Education (34 C.F.R. Part 99) regarding access to and privacy of certain student records. The Agency shall be responsible for complying with these requirements to the same extent as the University.

DURATION OF AGREEMENT

The term of this agreement shall be for five (5) years from *January 1, 2017* through *January 1, 2022* unless terminated by either party on thirty (30) days written notice to the other. This agreement may be amended at any time upon agreement of the parties hereto, which amendment must be in writing and signed by all parties in order to become effective. Annual funding for this contract is contingent upon appropriation by Knox County Commission.

NOTICES

Any notice, report, or other correspondence required or permitted hereunder shall be deemed to have been properly given or delivered when made in writing and delivered personally, or when sent by United States mail with all necessary postage or charges fully prepaid, return receipt requested, addressed to the party to whom directed as its below specified address:

TO AGENCY:

Knox County, Tennessee on behalf of
Knox County Health Department
ATTN: Mark Miller
Deputy Director
140 Dameron Avenue
Knoxville, TN 37917
(865) 215-5311
mark.miller@knoxcounty.org

TO UNIVERSITY:

UT/College of Business
ATTN: Debbie L. Mackey, Ph.D, SHRM-CP,
PHR
Director HRM Masters Program
Distinguished Lecturer
SHRM Faculty Advisor
616 Volunteer Blvd
Knoxville, TN 37996
(865) 974-7041
dmackey@utk.edu

SIGNATURE:

By: _____
Date: _____
Tim Burchett
Mayor, Knox County

SIGNATURE:

DocuSigned by:
By: Chris Cimino Sr. Vice Chancellor
Date: 11/29/2016
Chris Cimino
Vice Chancellor

By: Mark Miller
Date: 11-29-16
Mark Miller, MS
Deputy Director, Knox County Health
Department

NOTHING FOLLOWS

AGENDA COMMITTEE MEETING

46.

Meeting Date: 12/07/2016

Submitted For: Martha Buchanan Requested By: Barbara Grass,
HEALTH DEPARTMENT

Department: HEALTH DEPARTMENT

Requires Expenditure of Funds: NO Funded in Current Budget: NO

Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an Affiliation Agreement between Indiana University's School of Public Health and Knox County Government dba The Knox County Health Department to provide experiential learning through clinical and/or practical work for public health student/interns. The duration of this agreement shall be for five years from January 1, 2017 through January 1, 2022.

(Health Department)

Attachments

agreement

AFFILIATION AGREEMENT
BETWEEN
INDIANA UNIVERSITY'S SCHOOL OF PUBLIC HEALTH
AND
KNOX COUNTY GOVERNMENT dba THE KNOX COUNTY HEALTH
DEPARTMENT

THIS AGREEMENT entered into this 1st day of January, 2017 by and between The Trustees of Indiana University, on behalf of its Schools of Public Health, hereinafter called "University", and the Knox County Department Of Health, hereinafter called "Agency".

WITNESSETH:

WHEREAS, University provides instruction and training for students/interns in public health.

WHEREAS, Agency will provide experiential learning through clinical and/or practical work for public health student/interns, under the direction of an assigned faculty of the University and Student Coordinator or designated preceptor of the Knox County Health Department.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms hereinafter set forth, and for other good and valuable consideration, the parties hereto hereby agree as follows:

General Agreements:

1. Agency agrees to accept certain University students enrolled in the University above-cited program for a period of observational experience and supervised training at times and in number to be agreed upon between the respective representatives of the parties.
2. Work schedules and work assignments acceptable to the parties shall not interfere with the primary mission of the parties.
3. No monetary payment shall be made by Agency to students in compensation for their services.
4. University will provide continuing education to Agency staff when possible and appropriate
5. Agency may request University to withdraw from the program any student whose performance is deemed unfit or whose conduct prevents desirable relationships within Agency.
6. Student(s) will not replace Agency staff and will not render patient/client care and/or services expect as identified for educational value as part of a supervised program.
7. Each party shall comply with all federal, state, and municipal laws, advice, rules and regulations which are applicable to the performance of this agreement.
8. Students shall be treated as trainees who have no expectation of receiving compensation

or future employment from the Agency or the University.

9. Any courtesy appointments to faculty or staff by either the University or the Agency shall be without entitlement of the individual to compensation or benefits from the appointing party.

10. The confidentiality of patient records and student records shall be maintained at all times.

11. The delay or failure of performance by either party shall not constitute default under the terms of this agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this agreement shall be immediate termination.

12. This agreement shall in no way be interpreted as creating an agency or employment relationship or joint venture or joint enterprise between the parties.

University Agrees:

13. University shall be solely responsible for the educational program of students assigned to Agency, and for selections, evaluation, and assignment of students in accordance with agreed upon schedules.

14. University shall supply to Agency in writing the names of students prior to their participation in the program at Agency.

15. University shall instruct its students and employees to follow Agency's policies, rules and regulations during the observational training program while at Agency's facility.

16. University shall require written evidence of professional liability insurance coverage for students and faculty (if applicable) participating in the experience. The coverage shall extend through the term of the student's participation.

17. University is responsible for directing and supervising its officers, agents, or employees in the performance of this Agreement.

18. The University shall:

18.1 direct its students and employees to comply with the policies and procedures of Agency, including those governing the use and disclosure of electronic protected health information (EPHI) under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining their role in relation to the use and disclosure of Agency's EPHI, such students and employees are defined as members of the Agency's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, students and University employees are not and shall not be considered to be employees of the Agency;

18.2 Require any agent, including a subcontractor to whom it provides such information, to implement reasonable and appropriate safeguards to protect it;

- 18.3 Report to KCHD any security incident of which it becomes aware;
- 18.4 Authorize termination of the Affiliation Agreement by Agency if Agency determines that the University has violated a material term of the contract.

Agency Agrees:

19. Agency shall provide a supervised experiential learning program and, insofar as possible, shall provide orientation, administrative guides, and practical instruction to the student(s) during the agreed upon student training period.

20. On any day when student(s) is/are in training at Agency, Agency shall permit the student(s) access to its common areas normally used by its professional staff.

21. Agency may, at the discretion of the Agency and if requested, evaluate each student's performance and report to University on forms provided by University.

22. The Agency is responsible for directing and supervising its officers, agents or employees in the performance of this Agreement.

23. The Agency will provide "Emergency Services" to the University's students at the Agency. The Agency defines "Emergency Services" as CPR, vital sign stabilization, and evaluation for 911 services.

24. The Agency will provide essential instructional data mutually agreed upon between the Agency and University such as: client records, program background information, and general data to facilitate learning.

24.1 The student or the University may not copy, reproduce, or take Protected Health Information (PHI) from the Agency.

24.2 Release authority for de-identified PHI is from the Chief Privacy Officer or Health Department Director only.

24.3 Violation of this guideline is cause for immediate termination of the relationship and possible legal action.

25. The Agency shall retain complete responsibility for patient/client care, providing adequate supervision of students at all times.

26. The Agency acknowledges that students are not the employees or agents of University for purposes of this Agreement.

STUDENT RESPONSIBILITIES:

27. University shall require students to complete the Agency's paperwork required for the rotation or practical experience. Students may not begin until all paperwork is completed.

28. University shall instruct students that they are responsible for being at assigned stations at times scheduled.

29. University shall require students to adhere to any uniform or dress regulations required by Agency.

30. University shall instruct students that they are to follow the rules and regulations of Agency while they are in training at Agency.

EQUAL OPPORTUNITY

The parties to this agreement agree that opportunities will be provided to qualified persons without discrimination because of race, creed, age, color, sex, disability, ethnic or national origin, sexual orientation, veteran status, or other non-merit basis.

FERPA

The University is subject to the Family Education Rights and Privacy Act of 1974 (20 U.S.C. 1232g) and related regulations of the U.S. Department of Education (34 C.F.R. Part 99) regarding access to and privacy of certain student records. The Agency shall be responsible for complying with these requirements to the same extent as the University.

DURATION OF AGREEMENT

The term of this agreement shall be for five (5) years from *January 1, 2017* through *January 1, 2022* unless terminated by either party on thirty (30) days written notice to the other. This agreement may be amended at any time upon agreement of the parties hereto, which amendment must be in writing and signed by all parties in order to become effective. Annual funding for this contract is contingent upon appropriation by Knox County Commission.

NOTICES

Any notice, report, or other correspondence required or permitted hereunder shall be deemed to have been properly given or delivered when made in writing and delivered personally, or when sent by United States mail with all necessary postage or charges fully prepaid, return receipt requested, addressed to the party to whom directed as its below specified address:

TO AGENCY:

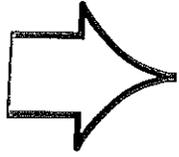
Knox County, Tennessee on behalf of
Knox County Health Department
ATTN: Mark Miller, Deputy Director
140 Dameron Avenue
Knoxville, TN 37917
(865) 215-5311
mark.miller@knoxcounty.org

TO UNIVERSITY:

Indiana University
ATTN: Lisa Kilgore
University Hall (AD), Room 5030
Indianapolis, IN 46202
(317) 274-7492
lmkilgor@iu.edu

SIGNATURE:

By: _____
Date: _____
Tim Burchett
Mayor, Knox County



SIGNATURE:

By: Noy Kay
Date: 11/17/2016
Noy Kay, HSD, FASHA
Clinical Professor

By: Mark Miller
Date: 11-30-16
Mark Miller, MS
Deputy Director, Knox County Health
Department

By: Joseph M. Scodro
Date: 11/18/16
Joseph M. Scodro
Deputy General Counsel

NOTHING FOLLOWS

AGENDA COMMITTEE MEETING

47.

Meeting Date: 12/07/2016
Requested By: Jolie Bonavita,
COUNTY
COMMISSION
Department: HEALTH DEPARTMENT
Requires Expenditure of Funds: Funded in Current Budget:
Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Amendment 2 to contract #GG164890201, which is between the Tennessee Department of Health and Knox County Government dba Knox County Health Department to provide HIV/AIDS/COE services. Amendment 2 expands service provision options to the community using additional federal Ryan White Part B funds. Total contract amount increase per this amendment is +\$4,200 (local match not required).
(Health Department)

Attachments

Amendment 2



GRANT AMENDMENT

Agency Tracking # 34349-15716	Edison ID 48902	Contract # GG164890201	Amendment # 2		
Contractor Legal Entity Name The Government of Knox County d/b/a Knox County Health Department			Edison Vendor ID 2830		
Amendment Purpose & Effect(s) To expand service provision options to the community using additional federal Ryan White Part B funds.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: March 31, 2017			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			+\$4,200		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016		\$156,534			\$156,534
2017		\$496,166			\$496,166
TOTAL:		\$652,700			\$652,700
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
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.			<i>OCR USE</i>		
Speed Chart (optional) HL00007908		Account Code (optional) 71301000			

**AMENDMENT 2
OF GRANT CONTRACT GG164890201**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the “State” and The Government of Knox County d/b/a Knox County Health Department, hereinafter referred to as the “Grantee.” It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. The following is added as Grant Contract sub-section A.2.n.
 - n. “Early Intervention Services” – include counseling individuals with respect to HIV/AIDS; testing (including tests to confirm the presence of the disease, to diagnose the extent of immune deficiency, and to provide information on appropriate therapeutic measures); referrals; other clinical and diagnostic services regarding HIV/AIDS; periodic medical evaluations for individuals with HIV/AIDS; and provision of therapeutic measures.

Part B Services must include the following four components:

 - Targeted HIV testing to help the unaware learn of their HIV status and receive referral to HIV care and treatment services if found to be HIV-infected.
 - Recipients must coordinate these testing services with other HIV prevention and testing programs to avoid duplication of efforts
 - HIV testing paid for by EIS cannot supplant testing efforts paid for by other sources
 - Referral service to improve HIV care and treatment service at key points of entry
 - Access and linkage to HIV care and treatment services such as HIV Outpatient/Ambulatory Health Services, Medical Case Management, and Substance Abuse Care
 - Outreach Service and Health Education/Risk Reduction related to HIV diagnosis.
2. Grant Contract section A.3. is deleted in its entirety and replaced with the following:

A.3. Service Goals. To provide HIV-related case management services for early intervention services for those persons seeking such services who do not have sufficient health care coverage or financial resources for coping with HIV disease.
3. The following is added as Grant Contract sub-section A.5.i.(1)
 - i. Provide early intervention services to accomplish the following objective:
 - (1) Equal to or greater than ninety percent (90%) of newly diagnosed HIV positive cases identified in STD clinics will be referred to HIV care within ninety (90) days of diagnosis.
4. Grant Contract section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Six Hundred Fifty Two Thousand Seven Hundred Dollars (\$652,700 (“Maximum Liability”). The Grant Budget, attached and incorporated hereto as Attachment 3, shall constitute 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.

- 5. Grant Contract Attachment 3 is deleted in its entirety and replaced with the new attachment 3 attached hereto.

Required Approvals. The State is not bound by this Amendment 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).

Amendment Effective Date. The revisions set forth herein shall be effective ten (10) days following the last signature. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

THE GOVERNMENT OF KNOX COUNTY dba KNOX COUNTY HEALTH DEPARTMENT:

GRANTEE SIGNATURE	DATE
TIM BURCHETT, MAYOR	

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

KNOX COUNTY HEALTH DEPARTMENT:

GRANTEE SIGNATURE	DATE
MARTHA BUCHANAN, MD, DIRECTOR	

APPROVED AS TO FORM: CONTRACT #

GRANTEE SIGNATURE	DATE
--------------------------	-------------

DEPARTMENT OF HEALTH:

JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER

DATE

ATTACHMENT 3

GRANT BUDGET

(Budget Page 1)

THE GOVERNMENT OF KNOX COUNTY D.B.A. KNOX COUNTY HEALTH DEPARTMENT - COE Grant				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 4/1/2016, and ending 3/31/2017				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY 1 (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries 2	\$425,000.00		\$425,000.00
2	Benefits & Taxes	\$135,900.00		\$135,900.00
4, 15	Professional Fee/ Grant & Award 2	\$0.00		\$0.00
5	Supplies	\$21,500.00		\$21,500.00
6	Telephone	\$2,000.00		\$2,000.00
7	Postage & Shipping	\$1,000.00		\$1,000.00
8	Occupancy	\$0.00		\$0.00
9	Equipment Rental & Maintenance	\$2,500.00		\$2,500.00
10	Printing & Publications	\$0.00		\$0.00
11, 12	Travel / Conferences & Meetings 2	\$6,700.00		\$6,700.00
13	Interest 2	\$0.00		\$0.00
14	Insurance	\$0.00		\$0.00
16	Specific Assistance to Individuals	\$2,000.00		\$2,000.00
17	Depreciation 2	\$0.00		\$0.00
18	Other Non-Personnel 2	\$0.00		\$0.00
20	Capital Purchase 2	\$0.00		\$0.00
22	Indirect Cost (10% Salaries & Benefits)	\$56,100.00		\$56,100.00
24	In-Kind Expense			
25	GRAND TOTAL	\$652,700.00	\$0.00	\$652,700.00

1 Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: www.state.tn.us/finance/rds/ocr/policy03.pdf.)

2 Applicable detail attached if line-item is funded.

ATTACHMENT 3 (CONTINUED)

GRANT BUDGET LINE-ITEM DETAIL INFORMATION

(Budget Page 2)

SALARIES						AMOUNT
Rebecca Jackson, Registered Nurse	3,719.07	X	3	X	100%	\$11,157.21
Vacant, Registered Nurse	3,719.07	X	2	X	100%	\$7,438.14
Bill Blomenkamp, Program Manager	5,225.45	X	3	X	10%	\$1,567.64
Bobby Towe, Medical Case Manager	2,892.24	X	3	X	100%	\$8,676.72
David Cheek, Medical Case Manager	3,310.69	X	3	X	100%	\$9,932.07
Deborah Mashburn, Treatment Adherent Counselor	2,937.44	X	3	X	100%	\$8,812.32
Sondra Roberts, Health Services representative	2,818.60	X	3	X	100%	\$8,455.80
Kimberly Kilb, Phlebotomist	2,164.16	X	3	X	100%	\$6,492.48
Vacant, APN	5,879.88	X	2	X	100%	\$11,759.76
John Narro, Physician	22,385.91	X	12	X	25%	\$67,157.73
Mark rasnake, Physician	12,000.00	X	12	X	15%	\$21,600.00
Kimberly Kilb, Phlebotomist	2,229.08	X	9	X	100%	\$20,061.72
Vacant, APN	6,056.27	X	9	X	100%	\$54,506.43
Rebecca Jackson, Registered Nurse	3,830.64	X	9	X	100%	\$34,475.76
Vacant, Registered Nurse	3,830.64	X	9	X	100%	\$34,475.76
Bobby Towe, Medical Case Manager	2,979.01	X	9	X	100%	\$26,811.09
Bill Blomenkamp, Program Manager	5,382.21	X	9	X	10%	\$4,843.99
David Cheek, Medical Case Manager	3,410.01	X	9	X	100%	\$30,690.09
Deborah Mashburn, Treatment Adherent Counselor	3,025.56	X	9	X	100%	\$27,230.04
Sondra Roberts, Health Services representative	2,903.16	X	9	X	100%	\$26,128.44
Sarah Hall, Public Health Representative	3,005.00	X	3	X	15%	\$1,352.25
Gabrielle Leflore, Public Health Representative	3,005.00	X	3	X	15%	\$1,352.25
Total Rounded						\$425,000.00

TRAVE/CONFERENCE & MEETINGS						AMOUNT
Routine Travel						\$2,500.00
In-State Travel: conf. & meetings						\$4,200.00
Total						\$6,700.00

SPECIFIC ASSISTANCE TO INDIVIDUALS						AMOUNT
Bus Passes and Fuel Cards						\$2,000.00
Total						\$2,000.00

AGENDA COMMITTEE MEETING

48.

Meeting Date: 12/07/2016
Requested By: Doug Bataille,
PARKS AND
RECREATION
Department: PARKS AND RECREATION
Requires Expenditure of Funds: YES **Funded in Current Budget:** NO
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a donation in the amount of \$100,000 from PetSafe through the Legacy Parks Foundation for Plumb Creek Park to construct a new dog park.
(Parks and Recreation)

Attachments

Contract Summary- Plumb Creek Park PetSafe donation



OFFICE OF COUNTY MAYOR TIM BURCHETT

Parks & Recreation Department • 2447 Sutherland Avenue, Knoxville, TN 37919

Summary Documentation for Contract Approval

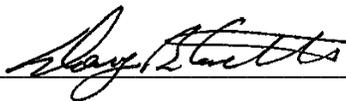
Nature of Contract: Donation from PetSafe through Legacy Parks Foundation for Plumb Creek Park.

Purpose and Need: The donation will provide funding for a dog park that will be a major component of the new park.

History of Contract: PetSafe has donated over \$500,000 to city and county parks to support dog parks.

Statement of Support: PetSafe has been a tremendous community supporter improving park facilities through generous donations.

Department Head Signature:



AGENDA COMMITTEE MEETING

49.

Meeting Date: 12/07/2016
Requested By: Doug Bataille,
PARKS AND
RECREATION
Department: PARKS AND RECREATION
Requires Expenditure of Funds: YES **Funded in Current Budget:** NO
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Tennessee Agricultural Enhancement Program Grant in the amount of \$1,000.00 to promote the Farmers Market at New Harvest Park. (No local match required)
(Parks and Recreation)

Attachments

TAEP Grant for New Harvest Park Farmers Market 2017



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 12/01/2016	End Date 09/01/2017	Agency Tracking #	Edison ID		
Grantee Legal Entity Name Knox County Government			Edison Vendor ID 2830		
Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor		CFDA # Grantee's fiscal year end: June 30			
Service Caption (one line only) A grant for the Agricultural Growth Initiative under Delegated Authority , Edison ID 49192					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2017	1,000.00				1,000.00
TOTAL:	1,000.00				1,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		A competitive format was used selecting the projects based on limited funding, projects that would have an impact on the greatest number of producers, and projects that projects that could impact producer sales.			
<input type="checkbox"/> 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.				<i>CPO USE - GG</i>	
Speed Chart (optional)		Account Code (optional) 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF AGRICULTURE
AND
KNOX COUNTY GOVERNMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Agriculture, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Knox County Government, hereinafter referred to as the "Grantee," is for the provision of increasing farm income in the State of Tennessee, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2830

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 complete one or more activities under the Tennessee Agricultural Enhancement Program. Activities must serve to address the goal of increasing farm income in Tennessee by encouraging the expansion, improvement, and diversification of agricultural groups and associations, agri-business operations, farms and university programs. These activities may include, but are not limited to: agricultural market promotion, education, identifying and utilizing new marketing opportunities, increasing sales of diversified agricultural products grown in Tennessee, installation of infrastructure and purchase of specialty equipment.
- A.3. The Grantee will complete the activity(s) in accordance with the specifications listed in the Grantee's proposal, which is Attachment A to this contract.
- A.4. 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 (Attachment A) incorporated to elaborate supplementary scope of services specifications.
- A.5. The Grantee shall include reference to the Department of Agriculture's promotional website, www.picktnproducts.org in all printed and audio visual materials produced with these grant funds.
- A.6. Funds for grants are provided by Tennessee Agricultural Enhancement Program. Grantees are required to credit source of funding (The "Tennessee Agricultural Enhancement Program") in all publications, documents, audiovisuals, signs, labels, promotions, and other products and services prepared under this grant agreement. Grantee will inform its membership, customers, and the general public that funding for the activity(s) was provided by the Tennessee Agricultural Enhancement Program.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on December 1, 2016 ("Effective Date") and extend for a period of nine (9) 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 one thousand dollars (\$1,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment B 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 Department of Agriculture
Attn: TN Ag Enhancement Program
P.O. Box 40627
Nashville, TN 37204
Ag.Growth@tn.gov

- 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 Agriculture; Market Development Division.
 - (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. 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 up to one percent (1%) of the line-item amount, 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, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) 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 Department of Finance and Administration Policy Statement 03 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:

Jan Keyser
Tennessee Department of Agriculture
P.O. Box 40627
Nashville, TN 37204
Phone: 615-837-5346
Fax 615-837-5194
jan.keyser@tn.gov

The Grantee:

Doug Bataille, Senior Director
Knox County Parks and Recreation
2447 Sutherland Avenue
Knoxville, TN 37919
Email doug.bastille@knoxcounty.org
Telephone # 865-215-6600

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 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. 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 and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. 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.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C.

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, motor vehicles, or contracted services, procurements by the Grantee shall be competitive where practicable. For any procurement for which reimbursement is paid under this Grant Contract, the Grantee shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment or motor vehicles under this Grant Contract.

- 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. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- 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. 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 9-8-407.
- 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.

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.

IN WITNESS WHEREOF,

KNOX COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF AGRICULTURE:

JAI TEMPLETON, COMMISSIONER

DATE

Attachment A



Farmers Market Promotion & Retail Grant Program Tennessee Agricultural Enhancement Program

APPLICATION - FY2016-2017

Deadline: September 15, 2016

(Please Type or Print Legibly)		
Date: 09/15/2016	Office Use Only – Date Received SEP 15 2016	
APPLICANT INFORMATION		
Farmers Market: New Harvest Park Farmers Market		
Contact: Jennifer Linginfelter	Title: Communications Manager	
Address: 400 Main St, Suite 615	County: Knox	
City: Knoxville	State: TN Zip: 37902	
Phone: 865-215-4579	Fax: 865-215-2002	
E-mail: Jennifer.linginfelter@knoxcounty.org	Website: www.knoxcounty.org	
Physical location of farmers market: 4775 New Harvest Lane, Knoxville, TN 37918		
Ownership of property where farmers market is located: Knox County Parks and Recreation		
PUBLIC ENTITY SUBMITTING GRANT APPLICATION		
Public Entity: Knox County Parks and Recreation		
Contact: Doug Bataille	Title: Senior Director	
Address: 2447 Sutherland Avenue	County: Knox	
City: Knoxville	State: TN Zip: 37919	
Phone: 865-215-6600	Fax: 865-215-6603	
E-mail: doug.bataille@knoxcounty.org	Website: www.knoxcounty.org/parks	
Federal Tax ID Number: 62-6007979 2030	Month and day that your organization's fiscal year ends: 06 /30	
Type of Organization: <input checked="" type="checkbox"/> Government <input type="checkbox"/> Educational <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit <input type="checkbox"/> Other _____		
SUMMARY INFORMATION-EXISTING MARKETS: (Fill In below)		
#Vendors:	46	
#TN Farm Product Vendors:	28	
Total Annual Vendor Sales:	\$499,288	
#Farmers Market Employees and Volunteers:	Full-time:	0
	Part-time :	1
	Volunteers:	0
FUNDING REQUEST SUMMARY		
Brief Description of Projects:	Applying for an educational scholarship so our market coordinator can attend the TAFM annual meeting in February 2017. Purchasing new signs, to replace those at high-traffic locations, and launching a direct mail marketing campaign, which will be sent to residences near the market.	
Amount of Funding Requested:	\$ 1,000	
<i>I certify that all the information on this application is complete, true, and factual to the best of my knowledge and belief. I understand that providing any false, fraudulent, or misleading information may result in penalties and/or make this farm/tract ineligible to participate in present and/or future Tennessee Department of Agriculture programs. I also understand that failure to utilize allocated funds can affect eligibility for future programs.</i>		
Contact Signature:	Date: 9/15/16	
- CONTINUED -		

2016-2017 TAEP Promotional & Retail Grant Program

Name: New Harvest Park Farmers Market

1. Describe your organization.

History/year established

Knox County's New Harvest Park Farmers Market (NHPFM) opened in May 2008 and has grown steadily over the past nine years.

Management overview (dedicated manager or management team, farmers advisory committee or board of directors with significant Tennessee farmer participation)

After two years of Parks and Recreation staff management, we were able to hire a seasonal, part time manager for the market. Julie Graham managed the market for five years before moving on to another job. She was replaced with our current coordinator, Rebecca Saldivar, who has now been with the market for two years. Rebecca works closely with County Parks and Recreation staff, the UT/Knox County Agriculture Extension officers and the vendors.

Describe your market's involvement with the Tennessee Association of Farmers Market (TAFM)

The New Harvest Park Farmers Market is a member of the Tennessee Association of Farmers Markets.

Organizational goals

Our goal is to be the premier farmers market in the north Knox County area. As we continue to grow in both vendors and audience, we are well on our way to achieving this goal. In 2011, we became eligible to accept SNAP/EBT benefit cards, which increased the sales opportunities for many of our vendors. In 2014, we jointly applied for and received an AARP Fresh Start grant, which we rolled out at the end of the 2015 season. This allows us to double-up SNAP/EBT dollars used on fresh vegetables and fruits at our market. We also host winter markets once a month during January, February and March.

Describe how your market is promoted (advertising, events, outreach, website)

The market is promoted in many ways including signage, posters, websites, Knox County web stories, television features and newspaper stories. The market also has an active social media presence. The NHPFM's Facebook page has 3,212 likes to date and is updated regularly. We also host special events that receive additional advertising, promotion and earned media for the market.

The market started a "Grub Club" program four years ago for kids interested in learning more about fresh produce and gardening. Every third Thursday of the month, members of the "Grub Club" meet at the market to work in the community garden and taste test a seasonal vegetable. This program is done in partnership with the local Childhood Obesity Coalition at the East Tennessee Children's Hospital.

In addition to "Grub Club" activities, our market coordinator works with UT/Knox County Agriculture Extension officers to organize gardening workshops, cooking demonstrations and other promotional events during the market.

2016-2017 TAEP Promotional & Retail Grant Program

Describe the current facilities of your farmers market (structures, parking, restrooms, flooring, climate control, handicap accessibility, permanent signage)

New Harvest Park has permanent shade structures along the sidewalks on the parking lot edge. These allow vendors who do not have tents to keep out of the elements while at the market. Because the number of vendors has outgrown the shaded area, many bring their own tents and we have extended the market area farther up the parking lot. At the entrance to the park, we have a permanent sign with changeable tracking letters used to provide information on the market and seasonal produce. We are fortunate to have a community building and covered pavilion at the park that can be used in inclement weather and during the winter season. The community building has access to restrooms from the outside, so even when the market is not utilizing the interior of the building, the customers still have use of the restrooms. The parking lot, vendor area, community building, covered pavilion and restrooms are all handicap accessible. There is also a community garden that has an adjacent shed. There is a permanent sign on the shed that details the market season's dates and times.

New Harvest Park also features a playground, splash pad and walking trail, which all attract visitors and continually expose the market to new audiences. Additionally, the community building is used as an early voting location, which brings a lot of new faces to the market.

2. If you have applied for funding through TDA previously, please indicate using the format presented below.

Year Applied	Program	Project Description	\$Approved/\$Paid
FY 08-09	TAEP	Advertising	\$ 5,600 / \$ 5,575
FY 07-08	TAEP	Advertising/Signage	\$10,000/10,000
FY 08-09	TAEP	Advertising/Signage	\$ 10,000/9,847
FY 09-10	TAEP	Advertising	\$2,500/2,500
FY 10-11	TAEP	Advertising	\$2,500/2,500
FY 11-12	TAEP	Advertising	\$1,000/1,000
FY 12-13	TAEP	Signage/banner	\$1,500/1,447.54
FY 13-14	TAEP	Banners/tracking on entrance sign/shed sign	\$1,000/\$1,000
FY 14-15	TAEP	Banners/tent/weights	\$1,000/\$959.11
FY 15-16	TAEP	Sandwich board signs/brochure display/banners	\$1,000/ finalizing reimbursement

3. Describe your proposed project(s).

List each proposed project individually. Indicate how the project(s) will benefit your market's vendors and help increase their farm income.

We will use the \$1,000 to provide an educational scholarship to our market coordinator so she can attend the TAFM annual meeting, purchase new directional signs to place at high-traffic locations near the market, and order postcards marketed for direct promotion to nearby residences.

2016-2017 TAEP Promotional & Retail Grant Program

The **educational scholarship** will allow Rebecca, our market coordinator, to attend the Tennessee Association of Farmers Markets Annual Membership meeting as part of the 2017 Pick Tennessee Conference. Eligible costs include mileage, registration fees and lodging per the state's travel regulations. The conference will take place from February 16 to 18 in Franklin, Tenn. This conference will help increase vendors' income by providing Rebecca information on statewide farmers market opportunities and resources for vendors, which she can implement at the New Harvest Park Farmers Market.

We want to purchase **two 3'x8' directional signs** to be placed in high traffic locations near the market. These signs will attract customers visiting the nearby retail stores, some of whom might not have previously been aware of the market, and will add to the visibility of the market entrance while acting as important directional signage to help shoppers find the market. By placing these signs in high-traffic locations near the market, we will continue to increase foot traffic and therefore help the vendors increase their sales.

A targeted **direct mail marketing campaign** will allow us to reach residents who live within a mile of the market and may not be aware of its existence. This will increase vendors' income by promoting the market to a geographically-marketed audience within a close proximity to New Harvest Park.

4. Provide a detailed, line-item budget for each proposed activity, using the format presented below. Indicate which items will be involved in grant funding. Include written cost estimates from vendor or source of quote. **Maximum amount of request is \$1,000.**

Item Description	Source of Cost Quote	Cost	Funding Request
Educational scholarship to attend TAFM annual meeting	TAEP	(up to) \$300	\$300
Directional signs to be placed at high-traffic locations near the market	Fast Signs	\$330.93	\$330.93
Direct mailing (postcard printing, postage and targeted mailing list)	Direct Mail Services	\$420	\$369.07
Total Amount of Funding Requested:			\$1000

ATTACHMENT B

GRANT BUDGET				
Additional Identification Information As Necessary				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 12/01/2016 END: 09/01/2017				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	700.00	0.00	700.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	300.00	0.00	300.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	1,000.00	0.00	1,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <http://www.tn.gov/finance/topic/fa-policyinfo>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT B

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Directional signs	330.93
Postcard mailings	369.07
TOTAL	700.00

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 2830

Is Knox County Government a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Knox County Government a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. **The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.**

- Knox County Government is subject to an audit for fiscal year #.
- Knox County Government is not subject to an audit for fiscal year #.

Grantee's Edison Vendor ID Number: 2830

Grantee's fiscal year end: June 30th

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds <ul style="list-style-type: none"> a. Funds passed through the State of Tennessee b. Funds passed through any other entity 	a. b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

AGENDA COMMITTEE MEETING

50.

Meeting Date: 12/07/2016
Requested By: Sheila Muenzer,
COMMUNITY
DEVELOPMENT
Department: COMMUNITY DEVELOPMENT
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an agreement with Helen Ross McNabb Center, Inc. to provide \$800,000.00 in unprogrammed and reprogrammed Community Development Block Grant (CDBG) funds for the acquisition, demolition, and reconstruction of ten units of affordable permanent supportive multi-family rental housing for homeless veterans. The project is located at 3720 Middlebrook Pike, Knoxville, Tennessee 37921. (Federal HUD CDBG funds).
(Community Development)

Attachments

HRMC MIDDLEBROOK PIKE

**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
KNOX COUNTY
AND
HELEN ROSS MCNABB CENTER, INC.**

THIS AGREEMENT is entered into this 19th day of December 2016, between **KNOX COUNTY** hereinafter referred to as the “County,” and **HELEN ROSS MCNABB CENTER, INC.**, a non-profit corporation organized pursuant to the laws of the State of Tennessee, with principal offices located at 201 W. Springdale Avenue NE, Knoxville, Tennessee 37917, herein referred to as “Awardee.”

WITNESSETH

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) Program Funds (CFDA 14.218), from the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the current annual program description for implementation of the CDBG Program provides for the acquisition, demolition and reconstruction of rental housing by non-profit housing providers and Awardee has been determined to be an eligible non-profit; and

WHEREAS, the County desires to engage Awardee to render certain services, programs or assistance in connection with such undertakings of the CDBG Program, situated in the Awardee Area described in APPENDIX A, which description is incorporated by reference as if fully set forth herein verbatim.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

(A) DEFINITIONS

As stated herein, the following terms and conditions shall assume the following meanings:

“WORK” – is hereby defined as all the professional, technical and construction services to be rendered or provided as described here.

“Low and Moderate-Income” shall mean persons whose annual household income is 80% or less of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.

“Very Low-Income” shall mean persons whose annual household income is 50% or less of the median income for the Knoxville Standard Metropolitan Statistical Area (SMSA) based on family size.

“Eligible rehabilitation and preservation” is codified at 24 CFR 570.202.

(B) SCOPE OF WORK

Awardee agrees to undertake the following activities as the scope of this Agreement:

1. Awardee, in close coordination with the County, shall perform all professional services (“the work”) necessary to complete the acquisition, demolition, reconstruction, and occupancy of the following project in full compliance with the terms of this Agreement.
2. The County will provide to Awardee **Eight Hundred Thousand and no/100 Dollars (\$800,000.00)** in unprogrammed and reprogrammed CDBG funds for the acquisition, demolition, and reconstruction of ten units of affordable permanent supportive multi-family rental housing for homeless veterans. The assisted housing units must remain affordable to low-income households for a period of ten years.
3. It is understood that Awardee will provide a specific working budget as set forth in APPENDIX D, as relates to acquisition, demolition, reconstruction and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds.
4. Awardee shall do, perform and carry-out in a satisfactory manner, as determined by the County, the “Performance Measurements” and “Goals, Objectives and Tasks” set forth in APPENDIX B, and incorporated by reference as if fully set forth verbatim herein.
5. NATIONAL OBJECTIVE: Awardee is eligible as multi-unit residential activity under 570.202 and meets the L/M income National Objective according to 24 CFR 570.208(a)(3)[housing activities benefiting low and moderate-income persons. Income must be verified.
6. STAFFING: Awardee will provide adequate staffing to achieve the goals, objectives and specific terms of this Agreement.
7. PERFORMANCE MONITORING: The County will monitor the performance of Awardee and evaluate the achievement of the “Performance Measurements” and “Goals, Objectives and Tasks” as outlined in APPENDIX B hereto. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by Awardee within a reasonable period of time after being notified, the County will begin termination procedures and all grant funds awarded pursuant to this Agreement shall be immediately revoked and any approvals related to the project shall immediately be deemed revoked and canceled. In such event, the Awardee will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this Agreement as the grant funds will no longer be available for this project.
8. CLOSEOUT: Awardee’s obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period include, but are not limited to: making final payments, disposing of program assets (including the return to the County of all unused materials, equipment, unspent CDBG funds, program income balances, and accounts receivable attributable to the use of CDBG funds), and determining the custodianship of records.

(C) TERM

1. Awardee expressly agrees not to acquire the property or begin demolition or reconstruction of the ten (10) units prior to Knox County Commission approval of this Agreement and all required signatures are received. In addition, Awardee agrees to complete all construction required by this Agreement in accordance with the schedule as set forth in APPENDIX C.
3. This project is subject to on-site monitoring compliance requirements for ten (10) years from the date of initial occupancy. During this compliance period, Awardee will assure continued compliance with CDBG requirements.
4. Timely completion of the work specified in this Agreement is an integral and essential part of performance. The expenditure of CDBG funds is subject to Federal deadlines and failure to meet such deadlines could result in the loss of the Federal funds. By the acceptance and execution of this Agreement, it is understood and agreed by Awardee that the project will be completed as expeditiously as possible and that Awardee will make every effort to ensure that the project will proceed and will not be delayed. Failure to meet these deadlines may result in cancellation of this contract and the revocation of CDBG funds.
5. Awardee shall insert appropriate provisions in all contracts or subcontracts relative to the work tasks required by this Agreement, in order to ensure that the project will be completed according to the schedule set forth in APPENDIX C. It is intended that such provisions inserted in any subcontract be, to the fullest extent permitted by law and equity, binding for the benefit of the County and enforceable by the County against Awardee and its successors and assigns to the project or any part thereof or any interest therein.
6. In the event that Awardee is unable to meet the schedule in APPENDIX C, or complete the required performance measurements and services, (with the exception of delays resulting from Acts of God, weather, untimely review and approval by the County and other governmental authorities having jurisdiction over the project, or other delays that are not caused by the Awardee), the County may take one or more of the following actions:
 - Direct the Awardee to prepare and allow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities;
 - Direct the Awardee to establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
 - Cancel or revise activities likely to be affected by the performance deficiency, before expending CDBG Program funds for the activities;
 - Reprogram CDBG funds that have not yet been expended from affected activities to other eligible activities or withhold CDBG program funds;
 - Direct the Awardee to reimburse the County in any amount not used in accordance with the requirements of 24 CFR Part 92, et al;
 - Other appropriate action including, but not limited to, any remedial action legally available, such as litigation seeking declaratory judgment, specific performance damages, temporary or permanent injunctions, termination of the Agreement, and any other available remedies.

(D) COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. It is expressly understood and agreed that in no event will the total amount paid by the County to Awardee under this Agreement exceed **Eight Hundred Thousand and no/100 Dollars (\$800,000.00)**. Project expenses paid to Awardee are provided through CDBG program funds for services satisfactorily rendered as outlined in APPENDIX B, "Performance Measurements" and, APPENDIX C, "Schedule." Project expenses (excluding developer fee) shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by Awardee on a corporation invoice with adequate and proper documentation of eligible costs incurred in compliance with 2 CFR Part 200 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved project budget schedule, APPENDIX D. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved Awardee budget.
2. Awardee specifies and certifies that expenses are incurred and expended in accordance with this Agreement. No other claims, including those of Awardee's' creditors or lien holders shall be allowed. Awardee shall not claim reimbursement for that portion of its obligations that are paid by another source or revenue. The County reserves the right to inspect records at project sites to determine that reimbursement and compensation requests are reasonable. The County also reserves the right to hold payment until adequate documentation has been provided and reviewed. Final payment shall be made after the County has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with CDBG regulations, including documentation of eligible occupancy and property standards.
3. Invoices shall be itemized by budget line item and shall show the amount spent to date and the total amount charged to the County. Support documents must be sent to the office of the County and shall include documented invoices and payments for Awardee expenditures and canceled checks. The County may require a more detailed breakdown than the one contained herein, and Awardee shall supply such supplementary information in a timely fashion in the form and context prescribed. The County and Awardee must approve any amendments to this schedule in writing.
4. The County shall have the right to review and audit all records of Awardee pertaining to any payment by the County. Said records shall be maintained for a period of five years following the certificate of occupancy and final reporting of the project in the Consolidated Annual Performance and Evaluation Report (CAPER). The County will continue to monitor for project compliance during the ten year Affordability Period.
5. Awardee shall provide the County with a copy of its annual agency audit(s) that includes records of these funds. Said audit shall be performed by a reputable accounting firm and in compliance with 2 CFR Part 200.501.

(E) AWARDEE REQUIREMENTS

Awardee agrees to comply with all requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD regulations concerning the CDBG Program), and as stated in 24 CFR 570.202 including, but not limited to, the following. And, in addition to the terms and conditions

specifically enumerated below, this Agreement shall be governed by the terms and conditions set forth in APPENDIX B hereto, that are incorporated by reference as if fully set forth verbatim herein.

1. **USE OF FUNDS:** Awardee agrees to comply with the uniform administrative requirements specified at 2 CFR Part 200, 24 CFR 570.502 and 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570 and other regulations governing the Community Development Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of the Agreement.

Awardee agrees to carry out all activities assisted with CDBG funds in compliance with all other Federal laws and regulations as described in Subpart K of 24 CFR 570, in 24 CFR 570.601 and in 24 CFR Part 570.602 issued pursuant to section 109 except that (1) Awardee does not assume the County's responsibilities for environmental review described in 24 CFR 570.604 and (2) Awardee does not assume the County's responsibility for initiating the environmental review process under 24 CFR Part 52. Awardee agrees to comply with other applicable laws including the National Environmental Policy Act of 1969 (and the implementing regulations at 24 CFR 58), the National Historic Preservation Act of 1966 as amended (16 USC 470), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 USC 6101) (and the implementing regulations at 24 CFR 146), the prohibition against using debarred contractors at 24 CFR 570.609, and Executive Orders 11063, 11246, 11375, 12086, and 12259.

Further, any funded activity must be designed or so located as to principally benefit lower income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs as defined in the program regulations.

2. **ENVIRONMENTAL REVIEW:** No CDBG project funds will be advanced and no costs can be incurred until the County has conducted an environmental review of the proposed project site in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58. The environmental review may result in a decision to proceed with, modify or cancel the project.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58.

Further, the County will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, or reconstruction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the Agreement.

2. PROGRAM INCOME: Awardee may retain and use any program income derived from this project to continue furthering affordable housing opportunities for low and moderate-income persons in compliance with eligible housing activities as specified in the CDBG requirements. **NOTE:** This project does not generate program income.
3. ELIGIBLE PROJECT COSTS: The Awardee will ensure that any expenditure of CDBG funds will be in compliance with the requirements at 2 CFR Part 200, and acknowledges that CDBG funds will only be provided as *reimbursement of eligible costs incurred*, including actual expenditures or invoices for work completed.
4. AFFORDABILITY PERIOD: The designated CDBG-assisted units of the project will meet affordability requirements for ten (10) years. The Awardee shall collect and maintain project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of female-headed households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with CDBG requirements.
5. DAVIS BACON: This Agreement involves the construction or rehabilitation of 8 or more CDBG assisted units therefore, Awardee shall comply with the provisions of the Davis-Bacon Act. Under the terms of the Davis-Bacon Act, as amended, the Awardee is required to pay all laborers and mechanics employed on construction work wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, and shall pay overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 3141, et seq.), and Awardee shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards, including the Copeland "Anti-Kickback" Act. Provided, that if wage rates higher than those required under the regulations are imposed by State or local laws, nothing hereunder is intended to relieve Awardee of its obligation, if any, to require payment of the higher rates.
6. SECTION 3: Awardee agrees to comply with the federal regulations governing training, employment and business opportunities as follows:
 - It is agreed that the WORK to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the project area.
 - Awardee shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of Housing and Urban Development issued thereunder, as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract.

Awardee certifies and agrees that it is under no contractual or other disability that would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

- Awardee will include this Section 3 clause in every subcontract for work in connection with the project and will, at the discretion of the County, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations. Awardee will not subcontract with any subcontractor where it has notice or knowledge that the latter is found in violation of regulations under 24 Code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.
 - Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the project as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject Awardee or recipient its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.
7. INCOME GUIDELINES: Awardee will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated at 24 CFR 5.609 (b)(c) and shall maintain all required records specified at 24 CFR 570.506. Such information shall be made available to the County or their designees for review upon request. Records shall include but not be limited to the following information:
- Records demonstrating that each activity meets one of the National Objectives and is an eligible activity. Client data must be maintained including tenant name, income, family size, race, and if family if elderly or handicapped;
 - Records documenting compliance with fair housing and equal opportunity;
 - Financial records as required by 2 CFR Part 200 and 24 CFR 570.502;
 - Records necessary to document compliance with Subpart K of 24 CFR Part 570.
8. FAIR HOUSING: All housing developed as a result of this Agreement must be suitable from the standpoint of facilitating and furthering full compliance with the applicable provision of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, E.O. 11063, the Americans with Disabilities Act and HUD regulations issued pursuant thereto. The Fair Housing Act protects people from discrimination when renting, buying, or securing financing for housing. The prohibitions specifically cover discrimination because of race, color, national origin, religion, sex, disability, and the presence of children.
9. EQUAL EMPLOYMENT OPPORTUNITY: Awardee agrees to comply with all provisions of Executive Order 11246, Equal Employment Opportunity of September 24, 1965, as amended

by Executive Orders 11375 and 12086. Discrimination is prohibited on the basis of race, color, sex, religion, or national origin in all terms and conditions of employment. Awardee will insert the Equal Opportunity Clause in all contracts and subcontracts for any work covered by this Agreement so that such provisions are binding upon each contractor and subcontractor. The U.S. Department of Labor (Office of Federal Contract Compliance Programs), handles enforcement of Executive Order 12246, as amended by Executive Orders 12086 and 11375.

10. **AFFIRMATIVE MARKETING:** In the selection of occupants for project units, Awardee shall comply with all non-discrimination requirements of 24 CFR 570.601 and 24 CFR 570.904. Awardee agrees to comply with the Affirmative Marketing Plan adopted by the County for use in the CDBG Program. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing and available CDBG buyer's subsidy assistance. The procedures and requirements must include:
 - Methods for informing the public about fair housing laws and policies so as to ensure all individuals, without regard to race, color, national origin, religion, or sex are given an equal opportunity to participate in the program. Such procedures are subject to the approval of the County.
 - Records that will be kept describing actions taken by the Awardee to affirmatively market units and records to assess the results of these actions.
11. **DISCRIMINATION:** Awardee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, disability, sexual orientation, ancestry, national origin, marital status, or any other basis prohibited by law. Awardee shall ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap, disability, ancestry or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Awardee agrees to post notices setting forth the provisions of this non-discrimination clause in conspicuous places that are available to employees and applicants for employment.
12. **DISPLACEMENT:** Awardee agrees to ensure that it has taken all reasonable steps to minimize the displacement of persons as a result of a project assisted with CDBG funds.
13. **RELOCATION:** If the project is occupied at the time of this commitment, Awardee will comply with the relocation requirements of 49 CFR Part 24, 24 CFR Part 42, and HUD Handbook 1378.
14. **PROPERTY STANDARDS:** Awardee shall assure compliance as it relates to Property Standards and Housing, Quality Standards (HQS), Accessibility Standards under 24 CFR 570.202 as applicable, and Lead Based Paint Requirements as found in 24 CFR 570.608 and 24 CFR Part 35. NOTE: Properties constructed after 1978 are exempt from Lead Based Paint requirements. Knox County Codes will monitor the construction under this Agreement and has full authority to ensure compliance with all applicable local codes, ordinances, and zoning ordinances at the time or project completion. The County has adopted the

International Residential Code (IRC) and the International Property Maintenance Codes (IPMC). Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials.

15. OCCUPANCY: For properties with rental CDBG assisted units, Awardee will ensure that occupancy complies with the requirements of 24 CFR 570.202 at occupancy and for the minimum compliance period of ten years.
16. SECTION 504: For new construction of multi-family projects, a minimum of five (5) percent of the units in the project (but not less than one unit) must be accessible to individuals with mobility impairments, and an additional two (2) percent of the units (but not less than one unit) must be accessible to individuals with sensory (hearing and visual) impairments. To the maximum extent feasible, accessible units must be distributed throughout the projects and sites and must be available in a sufficient range of sizes and amenities so as not to limit choice.

The Awardee must adopt suitable means to assure that information regarding the availability of accessible units reaches eligible individuals with handicaps. The must also take reasonable non-discriminatory steps to maximize use of such units by eligible individuals.

When an accessible unit becomes vacant, the Awardee should offer the unit first, to a current occupant of the project requiring the accessibility feature; and second, to an eligible qualified applicant on the waiting list requiring the accessibility features.

17. NOTE AND DEED: The CDBG funds advanced to the Awardee will be secured by a note and deed (mortgage), and in the case of a rental project, a deed covenant running with the property.
18. COMPLIANCE: The County will monitor Awardee during the ten-year Affordability compliance period specified and Awardee will provide reports and access to files as requested by the County during the Affordability Period.
19. LEAD BASED PAINT: Awardee agrees to ensure that the CDBG lead based paint requirements are applied to all activities, including acquisition not involving rehabilitation (e.g. downpayment assistance programs). For all CDBG assisted units, Awardee ensures to inspect all intact and non-intact interior and exterior surfaces for the presence of defective paint, i.e. cracking, scaling, chipping, peeling, or loose paint. Defective surfaces must be treated to eliminate immediate hazards. At a minimum, treatment is removal of the defective paint and repainting of the surface. NOTE: The Consumer Product Safety Commission banned the use of lead based paint in 1978 therefore, properties constructed after 1978 are exempt from lead based paint requirements.
20. HOLD HARMLESS AGREEMENT: Awardee for itself, its heirs, representatives, successors, and assignees in consideration of the award by the County, covenants with the County and the County's successors, representative, and assignees as follows:

- Awardee covenants to save, defend, hold harmless and indemnify the County, its agents, or employees officers, and/or officials (collectively the County) from and against any and all suits, claims, loss, actions, damages, injury, costs (including court costs and attorney fees), charge, liability, or exposure of any nature, however caused, resulting from, arising out of, or in any way connected with Awardee's performance or breach of the terms or its obligations under the Agreement;
- The terms shall continue in full force and effect until such time as the County determines that the covenants described above shall no longer be necessary; and;
- In executing this Agreement, Awardee represents and warrants that it has completely read, fully understood and voluntarily accepted the terms and has executed it expressly to make the covenants in favor of the County described above. Awardee also reserves any and all rights that it may have against any person, firm or corporation other than the County, its successors, representatives, assignees, employees, agents, officers and/or officials.

(F) SPECIAL TERMS AND CONDITIONS

This Agreement will terminate automatically in the event that Awardee shall cease to exist as a not-for-profit corporation under the laws of the State of Tennessee.

1. In accordance with CDBG regulations at 2 CFR Part 200.339, the termination of this Agreement before completion of any rental housing construction or rehabilitation voluntarily or otherwise, constitutes an ineligible activity. Any CDBG funds invested in the project must be repaid.
2. Any CDBG funds invested in housing that does not meet the affordability requirements for the period specified (10 years), must be repaid.
3. Upon completion of the project, any CDBG funds reserved but not expended under this Agreement will revert to the County.
4. The County reserves the right to terminate this Agreement upon written notification to Awardee under any of the following conditions:
 - Notification by HUD to the County that said Awardee is ineligible because of Awardee location, services provided, or any reason cited by HUD;
 - Notification by HUD to the County that said Awardee is deficient and that continued support of the Awardee is not providing an adequate level of services to low-income and minority people; or
 - Written notification from HUD to the County that the program funds made available to the County are being curtailed, withdrawn or otherwise restricted.
5. The County also reserves the right to terminate this Agreement or to reduce the compensation amount if Awardee fails to comply with Federal statutes, regulations, or the

terms and conditions of a Federal award according to 2 CFR Part 200.338 – Remedies for non-compliance. The County may take one or more of the following actions, as appropriate, in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency by the Awardee or more severe enforcement action by the County.
- Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- Wholly or partly suspend or terminate the Federal award.
- Recommend suspension or debarment proceedings as authorized under 2 CFR Part 180 and regulations.
- Withhold further Federal awards for the project or program.
- Take other remedies that may be legally available.

The actions listed under Remedies for noncompliance may be triggered if the Awardee:

- Fails to comply with the terms and conditions of the award;
 - Fails to file required reports or to meet Awardee progress or completion deadlines;
 - Materially fails to comply with any provision of this Agreement which includes non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders.
 - Expends funds under this Agreement for ineligible activities, services or items;
 - Implements the project prior to notification from the County that the Federal environmental review process is completed;
 - Violates Labor Standards requirements; or
 - Fails to comply with written notice from the County of substandard performance under the terms of this Agreement.
6. Nothing in this Agreement shall be deemed to represent that Awardee, or any of its employees are the agents, representatives or employees of Knox County. Awardee shall be an independent contractor and shall have responsibility for and control over the details and means for performing its business. Anything in this Agreement that may appear to give the County the right to direct Awardee as to the details of the performance of its business or to exercise a measure of control over Awardee is for the purpose of compliance with HUD regulations.

(G) RECORDKEEPING AND MONITORING

1. The County, HUD, the Comptroller General of the United States or any of their authorized representatives shall have access to any books, documents, papers, and records of Awardee

or its subcontractors that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transactions.

2. Awardee shall prepare and submit an annual report to Knox County for the program year covering project activities and expenditures, family income and size, and race, elderly, handicapped and female head of household information.
3. Awardee agrees to maintain all financial records, supporting documents and statistical records pertinent to this Agreement for a period of ten years following the date of the final annual performance and evaluation report (CAPER) submitted to HUD. If any litigation, claim or audit is started before the expiration of the ten-year period, the records shall be retained until all matters are resolved.
4. Awardee understands that client information collected under this Agreement is private and the use or disclosure of such information when not directly connected with administration of the County or Awardee's responsibilities is prohibited. Disclosure of information may be provided with the written consent obtained from the person receiving service.
5. The parties hereby agree that each will from time to time, execute, acknowledge, and deliver or cause to be executed, acknowledged and delivered such further instruments or reports as may be reasonably required for meeting Federal laws and regulations.
6. Awardee staff will determine each family's eligibility based on the annual income in accordance with the income determination guidelines stated in CDBG regulations. Awardee shall maintain records on each project site and/or household that document the following information:
 - Awardee address and census tract;
 - Per unit amount of CDBG dollars invested in the Awardee;
 - Other sources, amounts, and uses of funds;
 - Property meets applicable property standards and codes;
 - Tenant name, income, family size and race and if family is elderly or handicapped;
 - Compliance with affirmative marketing requirements and existence of acceptable procedures;
 - Compliance with relocation requirements where applicable;
7. TECHNICAL ASSISTANCE: The County agrees to provide technical assistance and training as required to assist Awardee in meeting the documentation and reporting requirements of this Agreement. The County shall carry out monitoring and evaluation activities that include Awardee's office, sites or housing units and client interviews to ensure adherence by Awardee to the Scope of Services and other conditions and provisions of this Agreement. Awardee agrees to cooperate fully with the County in the development, implementation and maintenance of record-keeping systems and to provide any and all data and documents whatever kind determined by the County to be necessary or appropriate for the County to monitor and evaluate Awardee.

8. **MONITORING:** The County reserves the right to monitor the manner, means and details of the delivery of services by Awardee, as well as to evaluate the goals to be accomplished. Awardee agrees to comply with evaluation and information requirements, including but not limited to: site visits, program or fiscal audits, and periodic and annual reports. Awardee shall comply fully with the recommendations and requirements of the County, including those issued by the County's Internal Audit staff, resulting from such evaluations and audits that are deemed by the County to be consistent with the provision of services under this Agreement.

Awardee shall correct any deficiencies identified by the County, including the Internal Audit staff, in a reasonable period of time to be determined by the County. Failure to comply with the recommendations and requirements of the County shall be considered a violation of this Agreement and is sufficient reason for termination in accordance with Section (H) Special Terms and Conditions. When performance problems arise, the County will take appropriate action, including legal action, if necessary, to enforce the eligibility and affordability provisions contained in the recorded deed restrictions.

(H) PROCUREMENT STANDARDS

Awardee shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring for services to be provided under this Agreement, the Awardee shall comply at a minimum with the non-profit procurement standards at 2 CFR Part 200. Awardee is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180. Awards, subawards, and contracts are restricted from certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

(I) PROVISION OF THE HATCH ACT

CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

(J) RELIGIOUS ORGANIZATION

It is understood that if Awardee can be considered to be a religious organization, then Awardee shall abide by 24 CFR 570.200(J).

(K) CONFLICT OF INTEREST

In accordance with CDBG regulations at 2 CFR Part 200.113, the conflict of interest provisions in the procurement of property and services in 2 CFR Part 200.213 apply. Accordingly, CDBG regulations at 92.356(b) and (c) apply so that no member officer or employee of the County or its designees or agents, no member of the governing body of the County and no other public official or elected official of the County who is in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or benefit from a CDBG-assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those

with whom they have family or business ties, during the tenure or for one year thereafter. Knox County agrees to incorporate, or cause to be incorporated, like language prohibiting such interest in all contracts and subcontracts hereunder.

(L) LOBBYING RESTRICTIONS

Awardee certifies that, to the best of its knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal 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.

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

It will require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 312, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(M) OTHER FEDERAL REQUIREMENTS (Subpart H: 24 CFR 92.350 through 92.357)

- a) **Age Discrimination:** The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR, Part 146, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR, Part 8; <http://www.hud.gov/offices/fheo/disabilities/sect504.cfm>
- b) **Aquifers:** The Safe Drinking Water Act of 1974, (42 U.S.C. Sec. 201, 300(f) et seq.), and (21 U.S.C. Sec. 349) as amended, particularly Section 1424 (e) (42 U.S.C. Sec. 300h-303(e); http://www.law.cornell.edu/uscode/42/usc_sup_01_42_10_6A_20_XII_30_C.html
- c) **Archeological:** The Reservoir Salvage Act of 1960 (16 U.S.C. Sec. 469 et seq.), particularly Section 3 (16 U.S.C. Sec. 469a-1), as amended by the Archeological and Historic Preservation Act of 1974; http://www.nps.gov/history/local-law/FHPL_ArchHistPres.pdf

- d) **Clean Air:** The Clean Air Act (41 U.S.C. Sec. 7401 et seq.) as amended, particularly Section 176(c) and (d) (42 U.S.C. Sec. 7506(c) and (d)); <http://www.gpo.gov/fdsys/pkg/USCODE-2008-title42/pdf/USCODE-2008-title42-chap85.pdf>
- e) **Coastal Zone Management:** The Coastal Zone Management Act of 1972, (16 U.S.C. Sec. 1451 et seq.) as amended, particularly Section 307(c) and (d) (16 U.S.C. Sec. 1456(c) and (d)); http://www.nps.gov/history/local-law/fhpl_cstlzonemngmt.pdf
- f) **Endangered Species:** The Endangered Species Act of 1973, (16 U.S.C. Sec. 1531 et seq.) as amended, particularly Section 7 (16 U.S.C. Sec. 1536)); <http://www.nmfs.noaa.gov/pr/laws/esa/text.htm>
- g) **Environmental Review Procedures** for Title I Community Development Block Grant Programs, 24 CFR Part 58, as amended in 47 Fed. Reg. 15750 (April 12, 1982); http://www.access.gpo.gov/nara/cfr/waisidx_00/24cfr58_00.html
- h) **Equal Employment Opportunity:** The requirements of Executive Orders 1246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR, Chapter 60. <http://www.fedglobe.org/issues/hudpolicy.htm>
- i) **Equal Opportunity in Housing:** Executive Order 11063, as amended by Executive Order 12259, and 24 CFR part 107, Nondiscrimination and Equal Opportunity in Housing under Executive order 11063 or 24 CFR, Part 107 shall be a proper basis for the imposition of sanctions specified in 24 CFR 107.60; http://www.access.gpo.gov/nara/cfr/waisidx_00/24cfr107_00.html
- j) **Fair Housing Act:** The Fair Housing Act (42U.S.C. 3601-20) and implementing regulations at 24 CFR part 10; Executive Order 11063, as amended by Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., 652 and 3CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing and implementing regulations at 24 CFR, Part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination on Federally Assisted Programs) and implementing regulations issued at 24 CFR, Part 1; <http://www.hud.gov/offices/fheo/FHLaws/index.cfm>
- k) **Farmlands:** Farmlands Protection and Policy Act of 1981, (7 U.S.C. Sec. 4201 et. seq.) 24 CFR Part 51, Environmental Criteria and Standards. <http://www.wbdg.org/pdfs/24cfr51.pdf>
- l) **Flood Plain:** Flood Disaster Protection Act of 1973, (42 U.S.C. Sec. 4001 et. seq.) as amended, particularly Sections 102(a) and 202(a) (42 U.S.C. Sec. 4012a (a) and Sec. 4106(a); and Executive Order 11988, Floodplain Management, May 24, 1977 (42 Fed. Reg. 26951), particularly Section 2. http://www.fema.gov/pdf/fhm/frm_acts.pdf <http://www.archives.gov/federal.../executive-order/11988.html>
- m) **Historic Preservation:** National Historic Preservation Act of 1966 (16 U.S.C. Sec. 470 et seq.) and 40 CFR Parts 1500-1508; Section 106 (16 U.S.C. Sec. 470f); and 36 CFR 800
- n) **Immigration Status:** Requirement that all members of a household must be either US citizens, resident aliens (have a green card), or one of several exempt classes to occupy a CDBG assisted unit. <http://74.125.47.132/search?q=cache:Y9->

[_J6QPvSoJ:www.aoa.gov/prof/civil_rights/Non_citizens/v0qaniof.pdf+Fed+Register+Vol+62+No+221+page+61344&cd=1&hl=en&ct=clnk&gl=us&client=firefox-a](http://www.aoa.gov/prof/civil_rights/Non_citizens/v0qaniof.pdf+Fed+Register+Vol+62+No+221+page+61344&cd=1&hl=en&ct=clnk&gl=us&client=firefox-a)

- o) **Lead Based Paint:** Applies to all existing units built before 1978; Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831).
<http://frwebgate2.access.gpo.gov/cgi-bin/TEXTgate.cgi?WAISdocID=aQikBT/0/1/0&WAIAction=retrieve>
- p) **Minority and Women's Business Enterprise:** The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, each applicant must make efforts to encourage the use of minority and women's business enterprises in connection with CDBG funded activities. Each Contractor must prescribe procedures acceptable to the State to establish activities to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women. The Contractor/Subcontractor will be required to identify contracts which have been bid by minority owned, women owned, and/or small disadvantaged businesses <http://www.hud.gov/offices/cpd/communitydevelopment/toolkit/files/MBE-WBEOutreach.pdf>
- q) **Noise Abatement and Control:** 24 CFR 51 B <http://www.wbdg.org/pdfs/24cfr51.pdf>
- r) **Protection and Enhancement of the Cultural Environment,** May 13, 1971 Executive Order 11593, (36 Fed. Reg. 8921), particularly Section 2(c);
<http://www.archives.gov/federal-register/codification/executive-order/11593.html>
- s) **Environmental Justice:** [Executive Order 12898]
http://www.epa.gov/Region2/ej/exec_order_12898.pdf
- t) **Relocation:** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C., Sec. 4601 et. seq.), 49 CFR Part 24, and 24 CFR Section 570.49a (55 Fed. Reg. 29309 (July 18, 1990)).
<http://www.hud.gov/offices/cpd/library/relocation/index.cfm>
- u) **Section 3: Employment Opportunities:** The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods
<http://www.hud.gov/offices/fheo/section3/section3.cfm>
- v) **Siting of HUD-Assisted Projects near Hazardous Operations:** Establishes acceptable separation distance for the siting of residential buildings, mobile CDBG parks or other HUD-assisted projects near stationary hazardous_operations which store, handle or process chemicals or petrochemicals of an explosive or flammable nature. 24 CFR 51 C
<http://www.hud.gov/offices/cpd/environment/training/guidebooks/hazfacilities/>
- w) **Toxic or Hazardous Substances and Radioactive Materials:** Particular attention should be given to any site proposed for HUD assistance that is located on, or in the general proximity of, such areas as dumps, landfills, industrial sites or other locations that contain hazardous wastes. It is HUD policy that all property proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and

radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property.

- x) **Wetlands:** Prohibits the degradation or destruction of wetlands; Executive Order 11990 Protection of Wetlands, May 24, 1977 (42 Fed. Reg. 26961), particularly Section 2 and 5; <http://www.epa.gov/OWOW/wetlands/regs/eo11990.html>
- y) **Wild & Scenic Rivers:** Applicable to projects within one mile of a designated wild and scenic river. The Wild and Scenic Rivers Act of 1968, (16 U.S.C. Sec. 1271 et seq.) as amended, particularly Section 7(b) and (c) (16 U.S.C. Sec. 1278(b) and (c)); <http://www.nls.gov/offices/cpd/environment/review/rivers.cfm>

(N) PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

(O) AGREEMENT SIGNATURE

The undersigned person signing as an officer on behalf of Awardee, a party to this Agreement, agrees that said person has authority to enter into this Agreement on behalf of Awardee and to bind the same to this Agreement, and, further that Awardee has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

KNOX COUNTY, TENNESSEE

HELEN ROSS MCNABB CENTER, INC

By: _____
Tim Burchett
County Mayor

By: _____
Jerry Vagnier
CEO

Date: _____

Date: _____

KNOX COUNTY COMMUNITY DEVELOPMENT

By: _____
Rebecca Gibson
Director Community Development

Date: _____

KNOX COUNTY LAW DEPARTMENT

By: _____

Contract No: _____

APPENDIX A

PROJECT AREA

The Helen Ross McNabb Center, Inc. is located at 201 W. Springdale, Knoxville, TN 37917. The veterans permanent supportive housing acquisition and reconstruction is located at 3720 Middlebrook Pike, Knoxville, Tennessee 37921.

APPENDIX B

PERFORMANCE MEASUREMENTS

OF THE UNITS COMPLETED, THE NUMBER:	TOTAL	CDBG ASSISTED
Meeting Energy Star Standards:	_____	_____
Section 504 Accessible	_____	_____
Designated for Persons With HIV/AIDS	_____	_____

GOALS, OBJECTIVES, AND TASKS

1. Knox County will provide \$800,000 unprogrammed and reprogrammed CDBG Investment Partnerships (CDBG) Program funds to Helen Ross McNabb Center Inc. for the acquisition, demolition, and reconstruction of ten one-bedroom units of multi-family permanent supportive housing for homeless veterans.
2. No CDBG funds will be advanced and no costs may be incurred until Knox County has conducted an environmental review of the proposed project site. The environmental review may result in a decision to proceed, modify or cancel the project. The violation of this provision will result in the denial of any funds under this Agreement.
3. CDBG reconstruction allows for the demolition and rebuilding of the multi-family housing on the same lot and substantially the same footprint. The number of housing units may not be increased, however, the number of rooms within the units may be increased or decreased.
4. Awardee is required to install broadband infrastructure at the time of construction, reconstruction, or substantial rehabilitation of the multifamily housing. This includes cables, fiber optics, wiring, or other infrastructure, as long as the installation results in accessibility in each unit. Awardee is not responsible for ensuring an external connection between the property and an internet service provider.
5. These CDBG funds will be secured by a land covenant and deed restrictions.
6. Awardee agrees to obtain all necessary permits for intended improvements or activities.
7. Awardee agrees to obtain flood insurance if the property acquisition is located in a flood hazard area and the nature of the Awardee requires such insurance.
8. Awardee agrees to list Knox County as additional insured on all insurance policies and during the Period of Affordability must receive annual policy updates at the following address: ***Knox County Community Development, 400 Main Street, Suite 630, Knoxville, TN 37902.***

9. Awardee agrees that all of the ten units will be comparable in size, features, and number of bedrooms (one). One unit will be designated for a resident manager.
10. The CDBG assisted housing must meet the HUD income affordability requirements for not less than 10 years.
9. Rents will not exceed 30 percent of the annual income of a family whose income equals 50 percent of the median income for the area, as determined by HUD.
- 10.** If veterans are receiving additional subsidy through tenant-based rental assistance programs such as VASH, the total gross rent *will not exceed* the allowable CDBG rent. Rents charged to tenants with assistance must be the same as the rents charged to other tenants with comparable units.

EXAMPLE w/Subsidy and Utility Allowance

- the veteran’s share of the rent - \$375
- the subsidy payment; and - \$138
- the *utility* allowance - \$ 70
\$583

11. Throughout the Affordability Period (10 years), all of the multi-family units must be used to benefit veterans earning no more than the “Low-Income” limit (80% of area median income), as determined by HUD. The **2016** HUD Income Limits for one-person households are listed below. Awardee must verify the correct HUD Income Limits to be used during the Affordability Period.

2016 HUD INCOME LIMITS

Extremely Low (0-30%)	Very Low (31-50%)	Low (51-80%)
\$13,000	\$21,700	\$34,650

12. Awardee agrees to have lease-up of the ten units within 12 months from the date of the Certificate of Occupancy.
13. Awardee agrees to set-up replacement reserves for each unit from the CDBG rent received.
14. Awardee agrees that the lease between the tenant and the Awardee must be for not less than one year, unless by mutual agreement between the tenant and Awardee.

APPENDIX C

SCHEDULE

	<u>DEADLINE</u>
1. ENVIRONMENTAL REVIEW	12/05/2016
2. COMMISSION APPROVAL AND SIGNED AGREEMENT	12/31/2016
3. ACQUISITION, DEMOLITION, RECONSTRUCTION START	1/31/2017
4. COMPLETION OF CONSTRUCTION AND C/O	12/31/2017
5. 100% - OF FUNDS EXPENDED	12/31/2017
6. INITIAL LEASE-UP COMPLETE	12/31/2018

APPENDIX D

**CDBG PROGRAM
CONSTRUCTION BUDGET**

HARD COSTS

- Acquisition of property
- Site preparations or improvement
- Construction materials and labor

SOFT COSTS

- Architectural/engineering fees, including specifications and job progress inspections
- Affirmative marketing, initial leasing and marketing costs
- Recordation fees, transaction taxes

Total CDBG Budget for Hard and Soft Costs - \$800,000.00

**HELEN ROSS MCNABB CENTER, INC/COSTER ROAD
TOTAL BUDGET**

CDBG FUNDS	OTHER PROJECT FUNDS
\$800,000	McNabb Foundation - \$
\$	
TOTAL CDBG - \$800,000.00	TOTAL MCNABB - \$
TOTAL PROJECT: \$	

AGENDA COMMITTEE MEETING

51.

Meeting Date: 12/07/2016
Requested By: Matt Myers,
PURCHASING
Department: PURCHASING
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a Victim Advocate Services Contract.
(Purchasing)

Attachments

Victim Advocate Contract



OFFICE OF COUNTY MAYOR TIM BURCHETT

Purchasing Division • Department of Finance • 1000 North Central St., Suite 100 • Knoxville, TN 37917

Summary Documentation for Contract Approval

Nature of Contract: The nature of this agreement is to provide services to victims of crime, or other offenses, while working through the court system.

Purpose and Need: Many individuals do not understand their rights or the workings of the court system when faced with issues. This contract will provide personnel to assist with questions and next steps in the process.

History of Contract: There is no history with Knox County for these services.

Statement of Support: The citizens of Knox County will benefit from these services as well as understand court processes..

Department Representative:

Knox County Government

and

YWCA Knoxville

This Contract, made and entered by and between Knox County Government, hereinafter referred to as “County” and YWCA Knoxville, hereinafter referred to as “Contractor”.

Whereas, County requested proposals for Victim Advocate Services for Knox County Government (Request for Proposal 2461) and;

Whereas, Contractor submitted a proposal in accordance with said requested specifications, the response of which is the most responsive and responsible proposal accepted by County;

Whereas, Contractor agrees and undertakes to provide said services for County, as set forth in the Request for Proposal, 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 proposal 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 January, 2017 and ends the 31st day of December, 2017 unless terminated in conformity with the terms of this Contract as contained in paragraphs 2 and 19. Upon the mutual agreement of the contractor and Knox County, the contract may be extended for two (2) each additional one (1) year terms. This may result in a total of three (3) years. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the Contractor.

2. Appropriations. 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.

3. 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 three (3) years from the date of the final payment under the Contract for inspection by 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.

4. 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 a Primary Care Provider, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

5. 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:

- Attachment A Request for Proposal 2461 Victim Advocate Services
- Attachment B Contractor's Response to Request for Proposal 2461, Victim Advocate Services
- Attachment C Contractor's Certificate of Insurance

6. 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.

7. Delivery. Contractor shall render the Victim Advocate Services for Knox County Government in accordance with Request for Proposal. It is anticipated that one (1) position will be located at the Knoxville Family Justice Center, 400 Harriett Tubman Street, Knoxville, TN, 37915, and one (1) position will be located in the main lobby outside the Knox County Circuit Court Clerk, 400 Main Street, M30, Knoxville, TN 37902.

8. HIPAA/HITECH: Provider must comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HITECH Act).

9. Independent contractor. Contractor acknowledges that Contractor and its employees serve as independent contractors and that County shall not be in any manner responsible for any payment, insurance, or incurred liability.

10. Limitations of liability. In no event shall County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if County has been advised of the possibility of such damages

11. 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.

12. Payment. County intends to utilize two (2) positions for the execution of this contract. As per Attachment B, Tab V, County shall pay \$34,988.00 per position. This pricing shall include the Victim Advocate personnel, Payroll Tax and Benefits, and Parking for each position.

13. Prohibition against assignment. Contractor shall not assign this Contract to any party, company, partnership, incorporation, or person without prior specific written consent of County.

14. Right to inspect. County reserves the right to make periodic inspections of the manner and means the services are performed.

15. Safety training. The Contractor is responsible for training their employees in safety and health regulations for the job, assuring compliance with Tennessee Occupational Safety Regulations and any other Regulatory Agency.

16 Safety efforts. Contractor shall exercise good safety precautions while performing the services required in this solicitation. Contractor shall have properly trained employees in the safe operation of any and all equipment to be used. All work performed under this Contract shall comply with the requirements of the William-Steiger Occupational Safety and Health Act of 1970.

17. 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.

18. Tax Compliance. Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its quote 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 Purchasing Division.

19. Termination. County may terminate this Contract with or without cause, upon written notice of not less than thirty days. Upon termination, County will pay for services satisfactorily completed but not yet invoiced. Contractor shall not perform additional work without the expressed permission of County.

Should the Contractor fail to provide the Victim Advocate Services detailed in Attachment A, 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 the time frame established by Knox County. 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 Knox County at least 120 day 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.

20. 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.

21. Nothing in this Contract, whether expressed or implied, is intended to confer upon any person or entity not party to the Contract any rights or remedies by reason of the Contract.

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 first above written.

Knox County Government

YWCA Knoxville

by: _____

by: _____

Tim Burchett
Knox County Mayor

Name: _____

Title: _____

Knox County Law Department

Contract #: _____

Approved as to Legal Form:

Knox County Deputy Law Director

Date

Space below intentionally left blank.

Attachment “A”

**Knox County Government
Request for Proposal Number 2461
Victim Advocate Services**

The Procurement Division of Knox County Tennessee will receive sealed proposals for the provision of **Victim Advocate Services** as specified herein. Proposals must be received by **2:00 p.m. on November 3, 2016**. Late proposals will neither be considered nor returned.

Deliver Proposals To:

**Proposal Number 2461
Knox County Procurement Division
Suite 100
1000 North Central Street
Knoxville, Tennessee 37917**

The Proposal Envelope must show the Proposal Number, Proposal Name & Proposal Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

- 1.1 **ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Matt Myers, CPPO, CPPB, Deputy Director of Procurement, at 865.215.5750. Questions may be faxed to 865.215.5778 or emailed to matt.myers@knoxcounty.org. Information about the Knox County Procurement Division may be obtained on the internet at www.knoxcounty.org/Procurement.
- 1.2 **ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of ninety (90) business days from the date of the proposal closing, unless otherwise indicated in their proposal.
- 1.3 **ALTERNATIVE PROPOSALS:** Knox County will not accept alternate proposals (those not equal to specifications) unless it is authorized by the Request for Proposal.
- 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 call or 1-866-858-4443 (toll-free). You can also 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 proposer(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 proposal on an all-or-none basis, line item basis or schedule basis. Knox County reserves the right to make a multiple award. **Knox County reserves the right to not award this proposal.** Award will be made in accordance with the evaluation criteria specified herein.
- 1.6 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time date and stamp the envelope before depositing it in the proposal box. The time clock in the Procurement Division shall become the official record of time. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their proposal electronically less than one (1) hour prior to the proposal closing time.

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

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

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

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

Diane Woods, Business Outreach Administrator
Knox County Procurement Division
Telephone: 865.215.5777
Fax: 865.215.5778

- 1.8 **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 closing of this solicitation.
- 1.9 **COPIES:** Knox County requires that proposals be submitted as one (1) marked original and two (2) exact copies. Please submit one (1) electronic version in one (1) complete file on cd or flash drive.
- 1.10 **DECLARATIVE STATEMENT:** Any statement or words (e.g.: must, shall, will) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in the proposal being deemed non-responsive and disqualified.
- 1.11 **DESCRIPTIVE LITERATURE:** If proposing other than specified, must clearly identify the manufacturer and the specifications, to which they are submitting. Vendors may be asked to submit descriptive literature after the proposal closing.
- 1.12 **DELIVERY:** Proposal must include all destination and delivery charges in their price. **There will be no hidden charges. Delivery must be "free on board" to the County department.**
- 1.13 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Due to the nature of this solicitation, Knox County's Procurement Division **will not** accept electronically transmitted proposals through the County's On-Line Procurement System. Facsimile submission is strictly prohibited. All submittals must be in hard copy format.
- 1.14 **HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Procurement On-Line." 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, 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 Procurement On-Line," 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 subsection 1.1 of this document.
- 1.15 **INCURRED COST:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their submittal.
- 1.16 **MULTIPLE PROPOSALS:** Knox County will consider multiple proposals that meet specifications.
- 1.17 **NON-COLLUSION:** Proposers, by submitting a signed proposal, certify that the accompanying 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 the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County E-Commerce Card (VISA). Knox County intends to pay for these products using either a Knox County issued purchase order or a Knox County E-Commerce Card (VISA). Vendors must be able to accept the Knox County credit card (VISA) for these types of transactions.

- 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 when the invoicing instructions herein are followed.
- 1.21 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Proposers 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 vendor's ability.
- 1.22 PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the proposal box. Knox County will not be responsible for any lost or misdirected mail. The time clock in the Procurement Division shall serve as the official record of time. Electronic submissions are recorded electronically. Knox County shall not be responsible for technical difficulties experienced by the vendor trying to register less than one (1) hour prior to the proposal closing time.
- Solicitation 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.**
- 1.23 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste, and to further recycling efforts, requests that proposals being submitted on paper shall:
- 1.23.1 Be submitted on recycled paper
 - 1.23.2 Not include pages of unnecessary advertising
 - 1.23.3 Be made on both sides of each sheet of paper
- 1.24 RECYCLING EFFORTS:** Proposers are to state the percentage of product made from recycled materials. Specify the amount of post-consumer waste separately from pre-consumer recycled content.
- 1.25 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposals (RFP) 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 proposal procedures must be received in the Procurement Division, no later than **October 18, 2016 at 4:30 pm eastern standard time.**
- 1.26 SIGNING OF PROPOSALS:** In order to be considered, all proposals must be signed. Please sign the original in blue ink.
- 1.27 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.28 TITLE VI OF THE 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.

- 1.29 USE OF PROPOSAL FORMS:** Proposers must complete the proposal forms contained in the RFP. Failure to complete the proposal forms may result in proposal rejection.

- 1.30 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the goods 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 Vendor list for twenty-four (24) months.
- 1.31 **VENDOR REGISTRATION:** Prior to the closing of this proposal, **ALL PROPOSERS** 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 proposal.
- 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 three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **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 proposals.
- 2.8 **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 2.9 **INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, 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.

- 2.10 **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.
- 2.11 **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.
- 2.12 **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.
- 2.13 **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.
- 2.14 **NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** 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 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.
- 2.15 **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) Request for Proposal, (3) Proposal, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.16 **REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, and right of offset, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.17 **RECORDS:** Contractor will maintain records of products and/or services provided to Knox County and make them available on request.
- 2.18 **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.
- 2.19 **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.

- 2.20 **TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges by submission of its 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.
- 2.21 **TERMINATION:** Knox County may terminate this agreement with or without cause at anytime. 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.
- 2.22 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, proposal 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 intends for these specifications to result in the selection of a provider(s) for victim advocate services for Knox County. The award will be based on best value to Knox County. Best Value means more than low cost. It includes initial cost, service quality and other factors detailed herein.
- 3.2 **ACCEPTANCE:** Proposers are advised that the payment of an invoice does not necessarily constitute as an acceptance of services that are provided. Acceptance requires a specific written action by Knox County so stating.
- 3.3 **ADDITION OR DELETION OF GOODS/SERVICES:** Knox County reserves the right to add or delete goods/services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.4 **AWARD LENGTH:** Knox County intends to issue a one (1) year award. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserve the right to revoke the award if a pattern of unavailability arises with the vendor(s).
- 3.5 **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 vendor if they will lower the cost to Knox County and/or provide improved service.
- 3.6 **CONTACT PERSONNEL:** It shall be essential to the success of this Contract to develop a good working relationship with the successful proposer(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 Count account, the successful proposer shall formally introduce the new contracts to Knox County personnel. These contacts must be knowledgeable of Knox County's account so as to avoid any interruption of services.

- 3.7 **CONTRACT EXECUTION:** The award of this proposal may result in a Contract between Knox County and the successful vendor(s). The Contract may need to be voted on by Knox County Commission and receive majority vote. The successful vendor(s) may be required to be present at the full Commission Meeting to answer questions relating to the services performed. Adequate notification will be given by the Knox County Procurement Division if the Vendor(s) will need to attend this meeting.

The Knox County Procurement Division will draft this Contract and no vendor forms (e.g. Terms and conditions, service agreements, or other standard Company forms) will be accepted as Contract documents or as Contract attachments. Vendor(s) are hereby cautioned that the Knox County Mayor is the only individual who can legally bind Knox County to a contractual agreement.

- 3.8 **EVALUATION CRITERIA:** This proposal will be evaluated based upon the following criteria:

Knowledge, Skills and Ability	40 Points
Examples of Work to be Completed	40 Points
References	20 Points

- 3.9 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 proposers. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, 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 proposal closing. 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.
- 3.10 INSURANCE CHECKLIST:** Vendors and their insurance agents must sign the attached insurance requirement form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurance required for this Contract. Upon notification of Intent to Award, the successful vendor shall be required to submit a Certificate of Insurance showing the specified coverage and naming Knox County Government as additional insured. It shall be the successful bidder's responsibility to keep a current COI on file with Knox County Procurement at all times during the term of the Contract.
- 3.11 INVOICING PROCEDURES:** The successful vendor(s) will be required to invoice the County on an agreed upon basis. Knox County anticipates a monthly payment schedule. Invoices should be in duplicate. Proposers are hereby notified that invoices may take up to thirty (30) days to process payment. Knox County requests that the invoice be easy to read and understand. Invoices must identify purchase order or credit card payment. There shall be no additional charges for this information and procedures, they are to be included. Incorrect invoices will be returned.
- 3.12 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a Contractor. A Contractor will not make news releases concerning any resultant Contract from this solicitation without the prior written approval of Knox County.
- 3.13 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal **is strictly prohibited**. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Vendors may be required to sign an affidavit to this policy.
- 3.14 OPEN PROPOSAL INTENDED:** It is the intent and purpose of Knox County that this Request for Proposal promote competitive proposals. It shall be the proposer's responsibility to advise the Procurement Division, if any language, requirements, et cetera or any combination thereof, inadvertently restricts or limits this Request for Proposal. Such notification must be submitted in writing and must be received by the Procurement Division no later than three (3) days prior to the proposal closing date.
- 3.15 PUBLIC RECORDS ACT:** Knox County is subject to the Tennessee Public Records Act 10-7-503 et seq. Proposers are cautioned that all documents submitted on behalf of this Request for Proposal shall be open to the public for viewing and inspection and Knox County will comply with all legitimate requests.
- 3.16 PRICING:** The vendor(s) warrants that the price stated in Section V shall remain firm for the one (1) year period. No increases or additional fees will be allowed during this time.
- 3.17 SUBMIT QUESTIONS:** Prospective proposers may submit questions concerning this solicitation until **4:30 p.m. local time on October 18, 2016**. Submit questions as noted in Section 1.1.

SECTION IV SCOPE OF WORK

4.1 SCOPE OF WORK: The scope of work as described and defined below are illustrative of the duties Knox County expects to be performed. No attempt is made to be exhaustive. The intent of the listed examples is to give a general indication of the levels of difficulty and responsibility common to the services provided.

The Sections below express the minimum background and experience necessary as evidence of a proposer's ability to perform the services.

4.2 DEFINITION: Under general supervision by Knox County provides counseling, support, and related crisis intervention services to various clients (victims, secondary victims, witnesses, families, etc.) impacted by domestic violence/abuse, neglect, violent crime, and other situations of violence or abuse. The services will be provided at the Family Justice Center and the 4th Circuit Court.

4.3 KNOWLEDGE, SKILLS, AND ABILITIES:

4.3.1 Knowledge of advocacy strategies and techniques - Knowledge of crisis intervention strategies and techniques used in trauma, grief, or emergency situations; knowledge of the theoretical constructs of human psychological and emotional development as applied to crisis intervention.

4.3.2 Knowledge of community/social service resources - Knowledge of the various community/social service resources available to adult victims of domestic violence/abuse, neglect, violent crime, or other situations of violence or abuse; knowledge of the community/social service resources available to neglected, abused, or otherwise victimized children for the purposes of development, emotional therapy, and/or support; knowledge of the procedures and protocols by which various community/social service resources can be accessed.

4.3.3 Written communication skills - Written communication skills sufficient to express a variety of ideas and information in a clear, concise, and effective manner, including the proper use of grammar, spelling, punctuation, sentence and paragraph structure, etc.; ability to use appropriate format, structure, style, and language appropriate to the intended audience.

4.3.4 Reading comprehension skills - Ability to read, interpret and apply a broad range of complex written materials including reports, research papers, informational articles, publications, graphs, charts, etc.; ability to compare narrative information such as that presented in applications, reports, records, contracts, etc. with established criteria, formats, policies, or other requirements.

4.3.5 Interpersonal skills - Interpersonal skill sufficient to effectively facilitate cooperation and interest, disseminate information, provide assistance, resolve complaints or conflicts, and to otherwise establish and maintain effective professional working relationships with coworkers and superiors, community/social service agencies, the public, etc.; oral communication skills sufficient to effectively present ideas and information to a variety of individuals in ordinary conversation, public forums, group presentations, and other similar settings; interviewing skills sufficient to elicit a variety of information from victims, witnesses, family members, health care professionals, social service resource providers, etc.

4.3.6 Administrative ability - Ability to establish and achieve work-related goals and objectives; ability to plan and coordinate work to accomplish established objectives in a timely, efficient manner; knowledge of the principles and practices used to organize, analyze and interpret information for the purposes of making decisions, ability to exercise good judgment in evaluating information and formulating appropriate strategies, recommendations, or justifications; setting goals and objectives, etc.; knowledge of the methods and techniques used in conducting research, gathering data, and/or otherwise assembling and presenting information about a variety of topics.

4.3.7 Knowledge of criminal/civil legal systems and procedures - Knowledge of various legal principles, concepts, procedures, terminology, and documentation requirements as they pertain to the criminal and civil court systems.

4.3.8 Computer ability - Ability to operate personal computers sufficiently to use a variety of word-processing, data base, and/or spreadsheet software packages; ability to understand basic word-processing, data-entry and other computer-related terminology.

4.3.9 Knowledge of record-keeping procedures - Knowledge of the terminology, procedures and requirements for the proper completion of various forms, records and reports; knowledge of the appropriate location, maintenance and distribution of a variety of documents; knowledge of document control principles and practices.

4.3.10 Clerical ability - Ability to sort and file information alphabetically, numerically or chronologically; ability to understand and use codes in a variety of business applications; ability to rapidly compare both narrative and numerical information to determine accuracy.

4.4 EXAMPLES OF WORK TO BE PERFORMED:

4.4.1 Crisis intervention activities - Provides crisis intervention services to individuals impacted by domestic violence/abuse, neglect, violent crime, and other situations of violence or abuse; interviews clients and/or their families to assess their psychosocial and/or resource needs; contacts individuals on a follow-up basis to assess progress and to evaluate the need for additional social service resource assistance; develops a victim safety plan, including associated training and implementation procedures.

4.4.2 Provides social service referral/ government program assistance - Identifies social service resource needs of victims, secondary victims, witnesses, families, etc. impacted by domestic violence or abuse and provides referral, information, or other assistance as necessary; explains the Criminal Injuries Compensation Program to domestic violence/violent crime victims with personal injuries; assists injured victims in the filing of Criminal Injuries Compensation forms.

4.4.3 Interagency coordination/communication - Communicates as appropriate with social service agencies, the District Attorney's Office, Department of Human Services, Child and Family Services, Juvenile Court, etc. as necessary to obtain and/or provide information or assistance regarding domestic violence cases or issues.

4.4.4 Legal procedures and court - Briefs victims/witnesses and/or their families on court procedures and protocol in order to prepare them for courtroom appearances; provides courtroom testimony as required.

4.4.5 Prepares written documents - Prepares a variety of written correspondence such as letters, memos, etc.; prepares and maintains periodic reports, files, and other documentation regarding domestic violence program activities, and disseminates information as necessary to concerned parties; reviews work for accuracy and completeness.

4.4.6 Computer usage - Accesses automated databases, spreadsheet programs, etc. in order to enter, manipulate, and retrieve information about domestic violence program activities; analyzes data to identify and compare trends, patterns, etc.; prepares printouts/reports in response to specific requests from supervisor, operational personnel, etc.

4.5 MINIMUM REQUIREMENTS:

4.5.1 Licensure – Properly licensed by the State of Tennessee in regards to providing counseling services of the nature described above.

4.5.2 Employees Providing Services - Graduation from an accredited college or university with a Bachelor's Degree in Psychology, Child and Family Studies, Social Services or other related field or an Associate's Degree and two (2) verifiable years of experience.

4.5.3 Experience – Six (6) months experience in Advocacy or Crisis Intervention in a facility environment.

SECTION V PROPOSAL FORMAT

Proposers are to use the following format for the preparation and submission of their proposals. Failure to follow this format may be just cause for rejection of proposals. Cost of preparation of proposals is the sole responsibility of the proposer.

TAB I: SIGNED LETTER AUTHORIZING SUBMISSION OF THE PROPOSAL

TAB II: PROPOSER INFORMATION:

- Company or Individual's name, address, and telephone/fax numbers
- Proposer's e-mail address
- Contact name(s) and telephone number(s)
- Proposer's Vendor Number as assigned by Knox County
- Knox County Business License (if applicable)
- Registration to do business in the State of Tennessee (if applicable)
- Employer Identification Number (EIN)
- Do you accept the terms and conditions of the proposal?
- Acknowledgement of Addenda(s)

TAB III: KNOWLEDGE, SKILLS, AND ABILITIES

- Entity/Person's knowledge and experience of the services to be performed
- Specific training acquired for providing the services
- Abilities and methodology to provide the services

TAB IV: EXAMPLES OF WORK TO BE PERFORMED

- List examples of specific work/services normally performed in a clinical setting
- List other work/services that may be utilized in performing services

TAB V: PRICING

- Provide cost of services for one (1) year

TAB VI: REFERENCES

- Proposer's to provide three (3) references using Attachment A

TAB VII: LICENSES

- Provide copies of all Licenses required to perform the work specified. Include all licenses for all persons who will be providing services.

TAB VIII: ANY OTHER INFORMATION THAT WOULD ADD VALUE TO YOUR PROPOSAL

ATTACHMENT A
REFERENCES OF SIMILAR ACCOUNTS

*Proposer shall submit a list of three Companies of similar size, which have you have provided service for three (3) years or longer. Knox County may **not** be used as a reference.*

Reference # 1

Company Name: _____		
Address: _____		
Contact Person: _____		
Contact Person email address: _____	Phone: _____	Fax: _____
Nature of contract: _____		
Dollar amount: \$ _____ (over the life of the contract)		
Contract start date: _____	Contract end date: _____	

Reference # 2

Company Name: _____		
Address: _____		
Contact Person: _____		
Contact Person email address: _____	Phone: _____	Fax: _____
Nature of contract: _____		
Dollar amount: \$ _____ (over the life of the contract)		
Contract start date: _____	Contract end date: _____	

Reference # 3

Company Name: _____		
Address: _____		Phone Number _____
Contact Person: _____		
Contact Person email address: _____	Phone: _____	Fax: _____
Nature of contract: _____		
Dollar amount: \$ _____ (over the life of the contract)		
Contract start date: _____	Contract end date: _____	

ATTACHMENT B

Knox County Procurement Division
Insurance Checklist
Request for Proposal Number 2461

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 25

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 <table border="1" style="margin-left: 20px; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;">X</td> <td style="width: 100px;">ANY AUTO-SYMBOL (1)</td> <td style="width: 20px;"></td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	X	ANY AUTO-SYMBOL (1)											<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">COMBINE SINGLE LIMIT (Per -Accident)</td> <td style="width: 20%; text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>BODY INJURY (Per -Person)</td> <td> </td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td> </td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td> </td> </tr> </table>	COMBINE SINGLE LIMIT (Per -Accident)	\$ 1,000,000	BODY INJURY (Per -Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)									
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 <table border="1" style="margin-left: 20px; border-collapse: collapse;"> <tr> <td style="width: 100px;">CLAIM MADE</td> <td style="width: 20px; text-align: center;">X</td> <td style="width: 100px;">OCCUR</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table> <table border="1" style="margin-left: 20px; border-collapse: collapse;"> <tr> <td style="width: 100px;">POLICY</td> <td style="width: 20px; text-align: center;">X</td> <td style="width: 100px;">PROJECT</td> <td style="width: 20px;"></td> <td style="width: 100px;">LOC</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	CLAIM MADE	X	OCCUR				POLICY	X	PROJECT		LOC						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">EACH OCCURRENCE</td> <td style="width: 20%; text-align: right;">LIMITS \$ 1,000,000</td> </tr> <tr> <td>FIRE LEGAL LIABILITY</td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <td>MED EXP (Per person)</td> <td style="text-align: right;">\$ 5,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> </table>	EACH OCCURRENCE	LIMITS \$ 1,000,000	FIRE LEGAL LIABILITY	\$ 100,000	MED EXP (Per person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE	\$ 2,000,000
CLAIM MADE	X	OCCUR																													
POLICY	X	PROJECT		LOC																											
EACH OCCURRENCE	LIMITS \$ 1,000,000																														
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MED EXP (Per person)	\$ 5,000																														
PERSONAL & ADV INJURY	\$ 1,000,000																														
GENERAL AGGREGATE	\$ 2,000,000																														
PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE	\$ 2,000,000																														
YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																												
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																												
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																												
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																												
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000																												
		PROFESSIONAL LIABILITY																													
NO	10.	ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM																												
NO		ASBESTOS & REMOVAL LIABILITY	\$2,000,000 PER OCCURRENCE/CLAIM																												
NO		MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM																												
NO		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM																												
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																												
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																												
NO	13.	MOTOR CARGO INSURANCE																													
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																												
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE; \$500,000 COLLISION																												
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$																												
NO	17.	DISHONESTY BOND	\$																												
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																												
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																												

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

21. NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.

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

23. CERTIFICATE OF INSURANCE SHALL SHOW THE PROPOSAL NUMBER AND TITLE.

24. OTHER INSURANCE REQUIRED _____.

25. THE CONTRACTOR AGREES TO SAVE, DEFEND, KEEP HARMLESS, INDEMNIFY AND PAY ON BEHALF OF THE COUNTY AND ALL OF ITS AGENTS AND EMPLOYEES (COLLECTIVELY THE COUNTY) FROM AND AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, INJURY, COST (INCLUDING COURT COSTS AND ATTORNEY'S FEES), CHARGES, LIABILITY OR EXPOSURE, HOWEVER CAUSED, RESULTING FROM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CONTRACTOR'S PERFORMANCE OF THE AGREEMENT TERMS ON ITS OBLIGATIONS UNDER THE AGREEMENT.

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

AGENCY NAME: _____

AUTHORIZING SIGNATURE: _____

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

PROPOSERS NAME: _____

AUTHORIZING SIGNATURE: _____

Attachment “B”

Contractor’s Response to Request for Proposal Number 2461 Victim Advocate Services

ORIGINAL

**YWCA
IS ON A
MISSION**

November 3rd, 2016

Matt Myers
Knox County Procurement
1000 N. Central Avenue, #14
Knoxville, TN 37917

Mr. Myers,

As the President of the Board of Directors for the YWCA Knoxville, I authorize the submission of the YWCA's proposal for Proposal Number 2461, Victim Advocate Services.

Sincerely,



Cheryl Light
President, Board of Directors
YWCA Knoxville

**OFFICIAL FILE DOCUMENT
DO NOT REMOVE OR MARK**

eliminating racism
empowering women
ywca

Downtown
420 West Clinch Avenue
Knoxville, TN 37902
P 865.523.6126 F 865.637.5263
ywcaknox.com

Phyllis Wheatley Center
124 South Cruze Avenue
Knoxville, TN 37915
P 865.546.0651 F 865.522.8095



YWCA Knoxville

Proposal #: 2461 Victim Advocate Services

TAB II: PROPOSER INFORMATION

Company Name and Address: YWCA Knoxville
420 W. Clinch Avenue
Knoxville, TN 37902
Phone: (865) 523-6126
Fax: (865) 637-5263
hbrinson@ywcaknox.com

Contact Name and Telephone Number: Hannah Brinson, Director of Grants
(865) 523-61126 extension 100

Knox County Vender Number: 11549

Knox County Business License: Not applicable

State of Tennessee Business Registration: Not applicable

Employer Identification Number: 62-0475701

Do you accept the terms and conditions of the proposal? Yes

Acknowledgement of Addenda(s): Yes

Signed and submitted by:



Signature



Title



Date

YWCA Knoxville

Proposal #: 2461 Victim Advocate Services

TAB III: KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge and experience of the services to be performed:

With a mission to empower women and eliminate racism, the YWCA Knoxville has been a leading force in community change since 1899. The YWCA offers transitional housing for women who would otherwise be homeless, advocacy for victims of domestic violence, comprehensive youth programming, elder outreach, and health and fitness opportunities for low-income families.

PROGRAM HISTORY

Established in 1988, the YWCA Victim Advocacy Program (VAP) began a unique partnership with the Knoxville Police Department when their domestic violence unit was developed in 1997. VAP is a founding member and crucial part of the Knoxville Family Justice Center, working closely with its 63 partners. It is the only program with advocates in both criminal and civil courts, the only non-shelter advocacy program, and the only program with bilingual/bicultural advocates in Knox County. YWCA's court advocacy, operating for more than 10 years, offers YWCA advocates at court daily. Advocates meet new clients both at court and at the Family Justice Center, rather than only providing advocacy services to those who have already pursued their services in advance of a court date. In addition to victim advocacy, VAP offers support groups, court-approved classes for divorcing parents, and community outreach. YWCA advocates work with the Fourth Circuit Court, Sessions Court, Juvenile Court, the Knoxville Police Department, and the Knox County Sheriff's Department, and collaborate with other community agencies to provide emergency and transitional assistance to victims and their children.

PROGRAM DESCRIPTION

VAP serves victims of domestic violence throughout Knox County who are primarily low-income and female. In 2015, the Knoxville Police Department and Knox County Sheriff's Department responded to nearly 17,000 domestic violence calls. YWCA's VAP had over 4,400 contacts with victims, assisted with 368 orders of protection, assisted 329 clients in criminal court cases, and helped eligible clients procure U-visas. VAP advocates hold weekly support groups for victims of domestic violence. In 2015, our Bilingual Support Group had an average attendance of 13 individuals per week, and our predominately English-speaking support group had an average attendance of 20 individuals per week. In a six-month span in 2016, our Freedom Inside trauma group for female inmates had 28 attendees, all of whom were victims of domestic violence. A full-time Victim Advocate position funded by Knox County would allow the YWCA to reach even more Knox County citizens.

Every day, victims of domestic violence turn to the YWCA's life-saving services. These victims, often coming to advocates with no possessions, no transportation, cultural and language barriers,

and no hope for the future, are afraid for their lives, scared for their children, and deeply confused. Victims of domestic violence in Knox County face many barriers and often believe they have no options.

Domestic violence is a staggering public health problem, impacting millions yearly. Across the United States, places of worship, businesses, social services agencies, youth-serving programs, and education systems feel the impact of this intimate violence, directly and indirectly. Professionals (social services, medical providers, educators) frequently lack the knowledge and resources to appropriately screen for domestic violence, refer to helpful services, and utilize the best victim-friendly practices available.

VAP works diligently to create individual and community safety, assess danger, help victims overcome traumatic experiences, and provide education by addressing each of the following factors:

- Risks: Victims of domestic violence are confused about their options and often without any financial or supportive resources (National Coalition Against Domestic Violence, 2016). Most victims served by VAP are of extremely low-income (83.1% < \$12,950/year) and are struggling with the practical and emotional components of their decision to leave their abuser and seek recourse, legal or otherwise. Many have extremely low self-esteem after years of emotional and psychological abuse; many have fresh physical wounds from the hands of their abuser (National Network to End Domestic Violence). Without exception, victims are afraid, and their fears are real: every day, three women are killed by their intimate partner. Violence frequently escalates when victims attempt to flee, increasing the need for immediate, effective safety measures. In fact, Tennessee ranks sixth in the nation for the rate of women killed by male intimate partners (Violence Policy Center, 2015).

- Trauma Experiences: Victims of domestic violence experience trauma at high rates. Research estimates that up to 84% of victims meet criteria for Post-Traumatic Stress Disorder (Journal of Family Violence, 2001). The symptoms of Post-Traumatic Stress Disorder (depression, anxiety, mood swings, sleep problems, trouble concentrating; National Institute of Mental Health, 2013) effect multiple systems and can make daily life difficult for victims. Incarcerated women experience trauma at high rates, frequently as a result of domestic and sexual violence (Criminal Justice & Behavior, 2016). Most go without any mental healthcare or resources while in jail or prison, and struggle as a result.

- Cultural factors: Non-English speaking victims face unique struggles beyond the obvious language barriers. Immigrant victims frequently struggle with additional legal burdens, cultural and social mores which inhibit them from leaving their abuser, intricate housing and landlord relationships, and difficult custody problems (Office for Victims of Crime, 2014).

- Intergenerational Cycle of Violence: The negative effects of domestic violence on children and youth are well-established and researched (Journal of Interpersonal Violence, 2011). One such negative effect is the increased long-term likelihood of relationship violence: children exposed to violence in the home are up to 15 times more likely to become victims of domestic violence in

adulthood, and male children who witness male-to-female domestic violence in childhood are 400% more likely to perpetrate relationship violence as adults.

- Poverty: Most victims who seek public services to address their experiences with domestic violence are living in poverty. In 2015, more than 80% of victims served by VAP were classified as extremely low-income, earning less than \$12,950 per year. Victims living in poverty have fewer resources to access when attempting to leave an abuser, and may not have the formal and informal supports they need to seek safety.

Specific Training Acquired for Providing Services:

VAP employs highly skilled and trained Victim Advocates with a variety of educational backgrounds, including degrees in social work, social services, psychology, and law. The Executive Director, who oversees the program, possesses a Master of Science in Social Work and is a Licensed Clinical Social Worker. The Director of Women's Services, who supervises Victim Advocacy staff, is a Master of Science in Social Work candidate (2018). YWCA Knoxville hires Victim Advocates who at minimum possess a master's degree in a related field and six months of experience in advocacy or crisis intervention, or a bachelor's degree with equivalent experience. The Director of Women's Services and the Bilingual Advocate are certified graduates of the Tommy Burks Victim Assistance Academy through the University of Tennessee Chattanooga. All advocates are required to complete a minimum of 15 hours of continuing education each year. In 2015, staff members completed 19 trainings via national conferences and webinars, regional trainings, and online resources. Trainings covered a wide variety of topics like strangulation, trauma informed advocacy, victims' compensation, power and control, resources and referrals, stalking, human trafficking, criminal injury, and public speaking.

Abilities and Methodology to Provide Services:

As a long-time provider of court advocacy (10+ years), YWCA Knoxville is the only social services agency serving any victim in civil or criminal court settings, regardless of whether or not the victim is a pre-established client. Advocates are present at court daily, and conduct intakes with new clients both at court and at the Family Justice Center to comprehensively meet the needs of the community. The YWCA is devoted to working with victims who come to court alone. Victims who are unable to access an attorney or other legal services would have no assistance in court, leaving them unprepared and exposed to the manipulation of their abuser in the courtroom. These victims would have no safety planning, no referrals for additional services, and no follow-up support. Abusers use their presence in court as an opportunity to manipulate, intimidate, and threaten victims both verbally and non-verbally. Abusers can become volatile, requiring court security. The Victim Advocate offers the victim the support necessary to follow through with legal action, as people from all walks of life find the court experience intimidating. An Aequitas-led witness intimidation pilot project through the Family Justice Center found that intimidation often keeps victims from attending court, causing cases to be thrown out. The

support of an advocate helps to move cases forward and get victims the help they need to break the cycle of domestic violence. This is time-consuming work that improves community safety.

PROGRAM SUMMARY

VAP's services feature direct, life-saving assistance to victims of domestic violence:

-Court Advocacy

When victims decide to leave their abusers and take legal action, VAP staff can assist in several ways. Staff members help victims file orders of protection, provide notification about court events, and meet them at civil court to help them navigate the complicated and frightening court experiences. In addition, through a partnership with the Knox County District Attorney General's Office, advocates attend criminal court each day to meet victims, provide safety planning and life-saving danger assessments, and advocate for victims' needs. In 2015, YWCA advocates provided over 4,000 services to victims and their families, assisted with 350 orders of protection, and assisted nearly 600 individuals in civil and criminal court. YWCA advocates are present in court daily and meet new clients both at court and at the Family Justice Center, rather than only providing advocacy services to those who have already pursued their services in advance of a court date. This extension of services effectively meets the needs of victims, regardless of their ability or forethought to visit the Family Justice Center, and extends the reach of the collaborative effort the Center represents.

-Safety Planning

All VAP clients complete a detailed safety plan with staff assistance. Safety plans are proven to create better outcomes for victims regardless of whether or not they leave their abuser. Experienced VAP advocates provide structure and suggestions for safety plans, which include emergency contacts, places to stay, and other existing resources.

-Danger Assessments

All VAP clients complete a danger assessment with staff. The Danger Assessment, a reliable and highly effective tool, was developed by Dr. Jacquelyn Campbell, RN (2003). The benefits of the Danger Assessment are two-fold: victims and advocates discuss safety honestly and openly, and victims are provided brief education about the results of their assessment and its implications for their long-term health and wellbeing. Advocates are trained on how to administer, score, and discuss the Assessment with their clients. Additionally, advocates are trained in how to introduce the Assessment to victims who are unsure about leaving their abuser and seeking help.

-Support Groups

Experienced VAP staff members facilitate weekly groups in English and Spanish, working with victims to process traumatic experiences and address the root causes of violence. Curricula are evidence-based and topics focused on specific needs of victims at any point in the process of surviving abuse, leaving their abuser, and healing from trauma. Additionally, skilled VAP staff facilitators tailor discussions to the group they serve. For example, many Bilingual Support Group clients are unable to leave their abuser due to social and cultural constructs; the Bilingual Support Group focuses on victim safety within abusive relationships, and resources for victims.

-Bilingual Services

VAP is the only program in Knox County offering victims of domestic violence services in both English and Spanish. The Bilingual Advocate provides all of VAP's services in English and Spanish, VAP's bilingual services connect Spanish-speaking victims with resources, assist with appropriate visa applications, and provide support groups for women and their children, addressing issues specific to non-English speaking immigrants.

-Incarcerated Women

Freedom Inside, designed and implemented by VAP staff, meets an identified gap in services for incarcerated victims of domestic violence. After a rigorous review, the program was approved by the Knox County Sheriff's Department for use in the Detention Center. Utilizing an evidence-based curriculum (Covington, 2004) VAP staff members meet weekly with groups of incarcerated women who have experienced domestic violence and other trauma. Women who are eligible for Freedom Inside enthusiastically join the group as it is frequently the only mental health resource offered to them. This program is unduplicated in Knox County, meeting the needs of victims who would otherwise have no access to life-saving trauma care.

-Enough! Volunteer Corps

The Enough! program, created to address a growing need for advocacy services at a time when funding for paid victim advocate positions is limited, offers extensive education and training to committed, screened volunteers. Enough! Volunteers, after completing over 40 hours of training and shadowing, assist with support groups, advocate for victims in civil and criminal courts, meet with victims at the Family Justice Center, and provide community education. In 2015, the YWCA averaged six volunteers per month and logged over 950 hours of life-saving Enough! Volunteer work.

-Community Outreach and Education

VAP offers community education to groups of students, employees, staff, and medical professionals, focused on warning signs of domestic violence, victim-friendly practices, bystander intervention skills, and resources. Community education workshops are tailored to meet the needs of the audience, and VAP staff are committed to offering up-to-date, relevant, and practical information. In 2015, VAP staff trained more than 800 individuals about the warning signs of domestic violence, resources for victims and their loved ones, and victim-friendly practices for a variety of settings.

-Referrals

VAP is community based and provides referrals and coordination of care for victims who require or would benefit from additional services like shelter, transitional housing, or transportation assistance. In 2015, YWCA advocates made 1,086 referrals to community organizations and social services resources.

OUTCOMES

YWCA Knoxville reviews outputs, outcomes from survey research, and staff reports regularly to evaluate the reach and effectiveness of services. Victim Advocates and program supervisory staff

use excellent record-keeping procedures and computer databases to maintain essential client information confidentially, track outcomes, and coordinate activities. Using a combination of quantitative and qualitative data, YWCA examines the direct and indirect effects of VAP services.

In 2015, YWCA advocates completed over 4,400 services for victims, detailed below:

2015 Victim Advocacy Services	Output
Walk-In	521
4th Circuit	313
General Sessions	329
Community Advocacy	27
Phone Client	170
Follow-up in Person	144
Follow-up by Phone	967
Orders of Protection	338
Repeat Orders of Protection	27
Referrals	1,007
Shelter Referrals	79
Phone Information	463
Mailed Information	100
Total Served	4,485

In 2015, as a result of VAP's services:

2015 Victim Advocacy Outcomes	
95	% of clients who gained an increased knowledge about community resources and the cycle of violence as the result of an in-person meeting with an advocate
91	% of clients who created a comprehensive safety plan as a result of an in-person meeting with an advocate
94	% of support group clients who increased the quality of their personal relationships as a result of support group curriculum
97	% of community education participants who gained an increased knowledge about how to access assistance for individuals experiencing domestic violence

Additionally, reviewing individual case histories and outcome stories helps define victim needs, determine satisfaction with services received, and evaluate lasting impact:

A YWCA Victim Advocate assisted Jane*, a woman in her late 50's, with a petition for an order of protection against her husband. Jane was in a very controlling and abusive relationship. Her husband was extremely jealous and kept her isolated from her family and friends. He frequently took the keys to her car, virtually imprisoning her in their home, and threatened to physically harm her if she did not follow his orders. Using the threat of physical violence to control, manipulate, and intimidate her, he would hold her against her will in the home. As his violence

escalated, he once knocked her to the floor, kicked her with his steel-toed boot, and spit in her face. He frequently forced Jane to participate in sexual acts against her will.

During a particularly violent incident, Jane called the police. She told our Advocate that she was treated with respect and that the officer helped her feel safe by believing her. Her abuser was arrested, and Jane was referred to our advocate for additional services. Through collaborative assistance, Jane received an order of protection, found stable and safe housing, and attends our domestic violence support group.

In a face to face meeting with Jane, our Advocate completed a comprehensive safety plan and a Danger Assessment, as well as assisted her with an order of protection petition. Upon follow up, our Advocate assisted Jane at her court date and referred her to Family Justice Center partner Legal Aid of East Tennessee to pursue divorce from her abuser.

*Name changed to protect victim’s identity.

GOALS

YWCA Knoxville seeks year-over-year improvement in each of its programs, and to this end, chooses outcome goals carefully, based on previous year’s results and innovative elements designed to reach more victims with safety-driven measures. In 2017, VAP will pursue the following goals:

2017 Victim Advocacy Outcome Goals	
Goal	Outcome
90%	Clients who attend support groups will gain an increased knowledge about community resources and the cycle of violence and maintain this knowledge and three- and six-month intervals.
92%	Clients who attend in-person meetings will create a comprehensive safety plan.
92%	Clients who attend in-person meetings will complete a Danger Assessment (Campbell, 2003) and receive recommendations based on their score.
95%	Participants who attend community/professional education events will gain an increased knowledge about victim-friendly practices and life-saving screening techniques.
95%	Participants who attend community education events will gain knowledge about the warning signs of domestic violence and how to access assistance for individuals experiencing domestic violence.

In addition, VAP will serve over 900 unduplicated clients in Knox County, and offer at least 175 citizens targeted community education.

YWCA Knoxville

Proposal #: 2461 Victim Advocate Services

TAB IV: EXAMPLES OF WORK TO BE COMPLETED

Examples of Specific Work/Services Normally Performed in a Clinical Setting:

YWCA Victim Advocates complete the follow activities routinely as a part of administering advocacy services:

- Intake: Victim Advocates meet with victims to determine need and complete required paperwork.
- Victim impact statement assistance: As part of facilitating victims' access to legal safety measures like orders of protection, advocates assist victims with written statements for legal proceedings.
- Orders of protection: Advocates also help victims file orders of protection, specifically be helping them decipher complicated legal paperwork and instructions.
- Court/legal notifications: Advocates notify victims when their abuser is served with order of protection papers, changes in their court dates, and other legal notifications as needed.
- Court advocacy: Advocates meet victims at civil and criminal courts to advocate for their wellbeing and safety. When victims do not have legal representation for orders of protection, advocates help connect them with Legal Aid and other pro bono attorneys. In criminal court, advocates speak with each victim on the docket and offer resources as well as coordination with the District Attorney's Office and Victim Witness Coordinators. YWCA advocates are the only provider in Knox County who meet with any victim at court, regardless of previous meetings or services.
- Safety planning: Every VAP client develops a comprehensive safety plan with staff assistance. Clients who utilize VAP services more than once review their safety plans at regular intervals.
- Danger Assessments: Every VAP client completes a Danger Assessment (Campbell, 2003) with an advocate. This evidence-based tool, administered by staff members who are trained to score the assessment, reviews indicators of lethality and serious danger for victims and is proven to help guide safe decision making.
- Bilingual services: VAP is the only program of its kind in Knox County providing all services in English and Spanish, creating opportunities for safety for all victims.

- Support Groups: Trained advocates lead support groups for victims in English and in Spanish, using evidence-based curricula and materials to meet the needs of victims. Victims are referred to support groups through a variety of sources and do not have to access court-based advocacy to be eligible to join.
- Referrals: YWCA advocates provide needs-based referrals for many victims, for services outside of the scope of the program (e.g., shelter, transitional housing) and additional basic needs. As a local provider of transitional housing for women (Keys of Hope Women's Housing Program), YWCA Knoxville has the unique opportunity to refer VAP clients to internal housing options and coordinate with fellow YWCA staff to meet their needs. In addition, as a core member of the Family Justice Center, VAP has strong connections with onsite partners (e.g., Law enforcement, Legal Aid, Department of Children's Services, etc.) and uses these relationships to facilitate positive outcomes for victims.
- Volunteer advocacy: YWCA Knoxville's one-of-a-kind Enough! Volunteer Corps engages screened and highly trained volunteers to complete advocacy work, supporting the work of advocacy staff and meeting the needs of victims effectively.

Other Work/Services that May Be Utilized in Performing Services:

- Community outreach: Community outreach is an essential part of victim advocacy, ensuring that victims know where to turn for help and how to access life-saving resources. Advocates work with Enough! Volunteers and other program staff to promote the program in the community, with other social services providers and partners, and throughout Knox County.
- Community Education: Advocates and other staff are frequently asked to provide education to community members and groups about domestic violence dynamics, warning signs, and resources. In 2015, YWCA staff members trained 832 people and 97% of community education participants indicated increased knowledge about the cycle of violence on a survey.
- Divorcing Parenting Classes: YWCA Knoxville offers a 12-hour Divorcing Parenting class series, approved by Fourth Circuit Court which mandates the 12-hour course. Small fees (\$20) are charged for each of the four classes which review co-parenting, financial concerns, setting boundaries, and legal issues related to divorce. Advocacy services are offered to parents who have a history of domestic violence.

YWCA Knoxville

Proposal #: 2461 Victim Advocate Services

TAB V: PRICING

Cost of Services for one (1) year:

Line Item	Description	Amount
Victim Advocate	One (1) full time-advocate @ \$31,000/year	\$31,000
Payroll Tax + Benefits	Taxes and benefits for one (1) full-time advocate	\$3,092
Parking	\$1.00/ hour @ 4 hours/day @224 days	\$896
	TOTAL REQUESTED	\$34,988

Pricing Description:

Victim Advocate: One (1) full-time position at 100% of time on the project at a salary of \$31,000/year.

Payroll Tax + Benefits: Payroll taxes at 7.65% and dental/vision/life insurance benefits for one (1) full time Victim Advocate at \$3,092/year.

Parking: Downtown/court parking for one Advocate at \$1.00/hour estimated four (4) hours per day for 224 days totaled at \$896/year.

YWCA Knoxville

Proposal #: 2461 Victim Advocate Services

TAB VI: REFERENCES

Three (3) References: See Attached (Attachment A)

ATTACHMENT A
REFERENCES OF SIMILAR ACCOUNTS

*Proposer shall submit a list of three Companies of similar size, which have you have provided service for three (3) years or longer. Knox County may **not** be used as a reference.*

Reference # 1

Company Name: <u>United Way of Greater Knoxville</u>	
Address: <u>1301 Hannah Avenue / Knoxville, TN / 37921</u>	
Contact Person: <u>Leslie Grindstaff</u>	
Contact Person email address: <u>grindstaffL@unitedwayknox.org</u> Phone: <u>(865) 521-5571</u> Fax: <u>(865) 522-7312</u>	
Nature of contract: <u>Funding for victim Advocate Program</u>	
Dollar amount: \$ <u>156,831.00</u> (over the life of the contract)	
Contract start date: <u>4/1/2014</u> Contract end date: <u>3/31/2017</u>	

Reference # 2

Company Name: <u>Department of Justice - Office on Violence Against Women</u>	
Address: <u>145 N Street NE, 10W. 504 / Washington, D.C. / 20530</u>	
Contact Person: <u>Kellie Greene</u>	
Contact Person email address: <u>Kellie.greene@usdoj.gov</u> Phone: <u>(202) 514-0390</u> Fax: <u>(202) 598-9345</u>	
Nature of contract: <u>Funding for domestic violence prevention programming</u>	
Dollar amount: \$ <u>350,000.00</u> (over the life of the contract)	
Contract start date: <u>10/1/2016</u> Contract end date: <u>9/30/2019</u>	

Reference # 3

Company Name: <u>State of Tennessee Office of Criminal Justice Programs</u>	
Address: <u>312 Rosa L Parks Ave / Nashville, TN / 37243</u> Phone Number <u>(615) 532-5822</u>	
Contact Person: <u>Susan French</u>	
Contact Person email address: <u>susan.french@tn.gov</u> Phone: <u>(615) 532-5822</u> Fax: <u>(615) 532-2983</u>	
Nature of contract: <u>Funding for victim Advocate Program</u>	
Dollar amount: \$ <u>182,452.00</u> (over the life of the contract)	
Contract start date: <u>7/1/2015</u> Contract end date: <u>6/30/2018</u>	

YWCA Knoxville

Proposal #: 2461 Victim Advocate Services

TAB VII: LICENCES

Licenses for all persons providing services: No licenses are required to conduct Victim Advocacy work. However, the program is overseen by the Executive Director, Alle Lilly, who is a Licensed Clinical Social Worker. A copy of her license is attached. In addition, the Director of Women's Services, who supervises Victim Advocacy staff, and the Bilingual Advocate are certified graduates of the Tommy Burks Victim Assistance Academy through the University of Tennessee Chattanooga. A copy of their certificates are attached as well.

Renewal No
521656

State of Tennessee
Department of Health

10173938
License No
LSW0000005887

Division of Health Related Boards

This Certifies that

ALLENE LILLY

whose credentials have been approved by the:

BOARD OF SOCIAL WORKER LICENSURE

has fulfilled all requirements for renewal and registration as
required by the Tennessee Code Annotated and is a duly

authorized: LICENSED CLINICAL SOCIAL WORKER

in the State of Tennessee through AUGUST 31, 2018

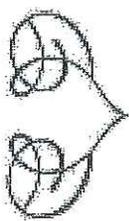


Comen
DIRECTOR, HEALTH RELATED BOARDS

AL
COMMISSIONER

OFFICIAL FILE DOCUMENT
DO NOT REMOVE OR MARK

Certificate of Completion

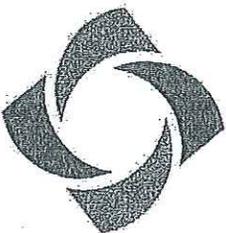


This certifies that Emma Luna
attended the 40 hour Tommy Burks Victim
Assistance Academy training on June 8-12,
2015.

Kathy England Walsh

Kathy E. Walsh
Executive Director

June 12, 2015



tennessee
coalition
to end domestic & sexual violence

OFFICIAL FILE DOCUMENT
DO NOT REMOVE OR MARK

Certificate of Completion

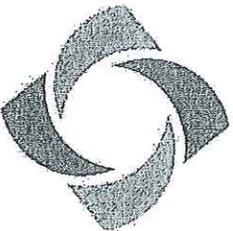


This certifies that Maggie McNally
attended the 40 hour Tommy Burks Victim
Assistance Academy training on June 8-12,
2015.

Kathy E. Walsh

Kathy E. Walsh
Executive Director

June 12, 2015



Tennessee
coalition
to end domestic & sexual violence

OFFICIAL FILE DOCUMENT
DO NOT REMOVE OR MARK

YWCA Knoxville

Proposal #: 2461 Victim Advocate Services

TAB VIII: ADDITIONAL INFORMATION

Any other information that adds value to proposal:

The YWCA Knoxville has created a spectrum of domestic violence programs, including victim advocacy, which increase knowledge, utilize and teach best practices, and engage in primary prevention of domestic violence. The following signature programs reflect the diverse and innovative work being done by the YWCA on a local, state, and national level:

GameChangers- To address the need for prevention, the YWCA sought funding for a program to engage young men and teach bystander intervention skills. In 2013, YWCA Knoxville was awarded a three-year, \$350,000, highly competitive grant from the Department of Justice Office on Violence Against Women (OVW) to begin this work. The resulting project, GameChangers, is the only domestic violence prevention program in East Tennessee. In addition, GameChangers is the only prevention program engaging middle school aged (11-14) boys in the country. GameChangers was conceived, authored, and implemented by YWCA Knoxville and teaches participants about domestic violence, dating violence, sexual assault, stalking, and safe bystander intervention in after school settings. Facilitated in with a group mentoring model, each group of 3-10 boys is led through the semester-long program by a pair of adult male mentors. Due to its excellent outcomes and innovative practices, YWCA's GameChangers received \$350,000 for three more years of work from OVW in October of 2016, allowing YWCA staff to continue evaluating the program for eventual implementation nationwide. The renewed grant funds the program through 2019.

Más Seguro y Más Fuerte: Safer and Stronger- In 2016, YWCA Knoxville received a competitive grant award from the State of Tennessee Office of Criminal Justice Programs to provide statewide training and technical assistance to victim services providers. Reflecting the highly effective work of our Bilingual Domestic Violence Services, Más Seguro y Más Fuerte: Safer and Stronger will allow YWCA staff to train other advocates in best practices to engage and assist Hispanic/Latino/Latina victims of violence. YWCA Knoxville was the only recipient of this grant in the entire state.

Comprehensive Community Education- YWCA Knoxville offers community education to groups of students, employees, staff, and medical professionals, focused on warning signs of domestic violence, victim-friendly practices, bystander intervention skills, and resources. Community education workshops are tailored to meet the needs of the audience, and VAP staff are committed to offering up-to-date, relevant, and practical information. In 2015, VAP staff trained more than 800 individuals about the warning signs of domestic violence, resources for victims and their loved ones, and victim-friendly practices for a variety of settings.

Domestic Violence Awareness Month- Spearheading the largest observation of Domestic Violence Awareness Month in Knox County, the YWCA Knoxville has focused on increasing its offerings in October over the past four years. With an annual theme of “Domestic Violence: That’s Just Wrong,” YWCA staff members and volunteers coordinate public awareness events, educational trainings, and presentations throughout the county. In 2015, the YWCA held two community events attended by over 200 individuals, operated a highly successful multimedia campaign featuring social media assets, television, and radio interviews, and presented 14 community education workshops. All components of the campaign contained information about warning signs and how to access help.

Advocacy Days- Launched in January 2016 to address the need for ongoing awareness activities, YWCA Knoxville’s Advocacy Days holds a small-scale advocacy effort each month on the 8th day of each month. Across ten successful events, Advocacy Days reached new partners (Great Schools Partnership, University of Tennessee Student Counseling Center, Sexual Assault Center of East Tennessee) and promoted evidence-based messages about domestic violence warning signs and resources.

YWCA OF KNOXVILLE, TENNESSEE

Position Description

Position Title: **Victim Advocate**

Title of Supervisor: Director of Women's Services

Date of Preparation/Revision: 10/2016

I. General Description of Position:

Under the general supervision of the Director of Women's Services, provides professional and programmatic leadership and advocacy services to victims of domestic violence interacting with the community, court system, and partners supporting domestic violence interventions. Acts as a community and professional resource to ensure that the needs of the victims and the program are met. Implements activities and events to promote and meet the mission and goals of the YWCA. Meets and exceeds all practice and ethical requirements of NASW.

II. Duties and Responsibilities:

1. In collaboration with the court system, community, and partners, identify and support victims in the criminal and civil court processes by identification of resources, rights, and domestic violence related services.
2. Works with the Family Justice Center, partners, law enforcement, the courts and court staff, government entities and others to assure victims are receiving the highest quality of support to victims as they negotiate these systems.
3. Trains, teaches, and guides staff, community members, and fellow partners in the implementation of domestic violence related program activities using best practice social work theory and methods.
4. Attends workshops and community initiatives and events to advance the work of domestic violence victim advocacy at a minimum of 15 hours per year.
5. Demonstrates understanding of legal system and role of victim advocate.
6. Communicates well both orally and in writing.
7. Maintains appropriate detailed records of services provided, information, and provides reports as required.
8. Acts as a positive emissary for the agency within the organization and in the community. Promotes the YWCA Mission Statement in the community and with clients and volunteers. Interacts with other program personnel, volunteers, and staff to meet the needs of our clients. Participates in YWCA Association activities.
9. Accepts on-call responsibilities.
10. Maintains confidentiality.
11. Other duties, as assigned.

III. Minimum Knowledge and Training Required to meet position responsibilities:

A Master of Social Work degree or a master's degree in a related field and program development and management/leadership experience, preferred. Requires six months experience in advocacy or crisis intervention. Requires human relations skills and life experiences that indicate sensitivity to issues relative to domestic violence and victim advocacy programming. Requires possession of organizational, discretionary, numerical, communication, and computer skills. Must demonstrate interpersonal, leadership, and supervisory skills. Bilingual (Spanish/English) is a plus.

I have read the above and agree with the specifics outlined therein.

ACCEPTED _____

Employee's Signature

Date

OFFICIAL FILE DOCUMENT
DO NOT REMOVE OR MARK

Attachment “C”

Contractor’s Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2016

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 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 Mowery Insurance 9050 Executive Park Dr. Suite C100 Knoxville TN 37923	CONTACT NAME: Jerri Bishop	PHONE (A/C, No, Ext): (865) 584-1115	FAX (A/C, No): (865) 584-2345
	E-MAIL ADDRESS: jbishop@moweryinsurance.com		
INSURED Young Women's Christian Association 420 W Clinch Avenue Knoxville, TN 37902	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Indemnity Insurance Co		18058
	INSURER B: Tangram Insurance Services, Inc.		28746
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: CL164511707 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PHPK1462581	3/1/2016	3/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED'EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1462581	3/1/2016	3/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$:		PHUB532448	3/1/2016	3/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC201600008494	3/1/2016	3/1/2017	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Directors & Officers/ Employment Practices Liab.		PHSD11112633	3/1/2016	3/1/2017	Limit per claim: 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proposal #2461
Title: Victim Advocate Services
Knox County is acknowledged as Additional Insured with respect to General Liability

CERTIFICATE HOLDER Knox County Government Knox County Procurement Division 1000 N Central Street Suite 14 Knoxville, TN 37917	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE David Bowles/JERBIS

ATTACHMENT B

Knox County Procurement Division
Insurance Checklist
Request for Proposal Number 2461

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 20 TO 25

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 <table border="1" style="margin-left: 20px; width: 150px; height: 40px;"> <tr> <td style="width: 20px; text-align: center;"><input checked="" type="checkbox"/></td> <td>ANY AUTO-SYMBOL (1)</td> </tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>	<input checked="" type="checkbox"/>	ANY AUTO-SYMBOL (1)							<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">COMBINE SINGLE LIMIT (Per -Accident)</td> <td style="width: 20%; text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>BODY INJURY (Per -Person)</td> <td> </td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td> </td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td> </td> </tr> </table>	COMBINE SINGLE LIMIT (Per -Accident)	\$ 1,000,000	BODY INJURY (Per -Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)																	
<input checked="" type="checkbox"/>	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 <table border="1" style="margin-left: 20px; width: 150px; height: 40px;"> <tr> <td style="width: 20px; text-align: center;"><input checked="" type="checkbox"/></td> <td>CLAIM MADE</td> <td style="width: 20px; text-align: center;"><input checked="" type="checkbox"/></td> <td>OCCUR</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table> <table border="1" style="margin-left: 20px; width: 150px; height: 40px;"> <tr> <td style="width: 20px; text-align: center;"><input checked="" type="checkbox"/></td> <td>POLICY</td> <td style="width: 20px; text-align: center;"><input checked="" type="checkbox"/></td> <td>PROJECT</td> <td style="width: 20px; text-align: center;"><input checked="" type="checkbox"/></td> <td>LOC</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>	<input checked="" type="checkbox"/>	CLAIM MADE	<input checked="" type="checkbox"/>	OCCUR					<input checked="" type="checkbox"/>	POLICY	<input checked="" type="checkbox"/>	PROJECT	<input checked="" type="checkbox"/>	LOC							<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">EACH OCCURRENCE</td> <td style="width: 20%; text-align: right;">LIMITS</td> </tr> <tr> <td>FIRE LEGAL LIABILITY</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>MED EXP (Per person)</td> <td style="text-align: right;">\$ 5,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> </table>	EACH OCCURRENCE	LIMITS	FIRE LEGAL LIABILITY	\$ 1,000,000	MED EXP (Per person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE	\$ 2,000,000
<input checked="" type="checkbox"/>	CLAIM MADE	<input checked="" type="checkbox"/>	OCCUR																																
<input checked="" type="checkbox"/>	POLICY	<input checked="" type="checkbox"/>	PROJECT	<input checked="" type="checkbox"/>	LOC																														
EACH OCCURRENCE	LIMITS																																		
FIRE LEGAL LIABILITY	\$ 1,000,000																																		
MED EXP (Per person)	\$ 5,000																																		
PERSONAL & ADV INJURY	\$ 1,000,000																																		
GENERAL AGGREGATE	\$ 2,000,000																																		
PRODUCTS-COMPLETED OPERATIONS/ AGGREGATE	\$ 2,000,000																																		
YES	5.	PREMISES/OPERATIONS	\$1,000,000 CSL B/PPD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE																																
YES	6.	INDEPENDENT CONTRACTOR	\$1,000,000 CSL B/PPD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL B/PPD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE																																
NO	8.	XCU COVERAGE	NOT TO BE EXCLUDED																																
YES	9.	UMBRELLA LIABILITY COVERAGE	\$1,000,000																																
		PROFESSIONAL LIABILITY																																	
NO	10.	ARCHITECTS & ENGINEERS	\$1,000,000 PER OCCURRENCE/CLAIM																																
NO		ASBESTOS & REMOVAL LIABILITY	\$2,000,000 PER OCCURRENCE/CLAIM																																
NO		MEDICAL MALPRACTICE	\$1,000,000 PER OCCURRENCE/CLAIM																																
NO		MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM																																
NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																																
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 B/PPD 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. NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.

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

OFFICIAL FILE DOCUMENT
DO NOT REMOVE OR MARK

- 23. CERTIFICATE OF INSURANCE SHALL SHOW THE PROPOSAL NUMBER AND TITLE.
- 24. OTHER INSURANCE REQUIRED _____
- 25. THE CONTRACTOR AGREES TO SAVE, DEFEND, KEEP HARMLESS, INDEMNIFY AND PAY ON BEHALF OF THE COUNTY AND ALL OF ITS AGENTS AND EMPLOYEES (COLLECTIVELY THE COUNTY) FROM AND AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, INJURY, COST (INCLUDING COURT COSTS AND ATTORNEY'S FEES), CHARGES, LIABILITY OR EXPOSURE, HOWEVER CAUSED, RESULTING FROM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CONTRACTOR'S PERFORMANCE OF THE AGREEMENT TERMS ON ITS OBLIGATIONS UNDER THE AGREEMENT.

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

AGENCY NAME: Mowery Insurance

AUTHORIZING SIGNATURE: Daf W. B. [Signature]

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

PROPOSERS NAME: MAMIGONC MURIN, CEO - YUCA RAOKO:HE

AUTHORIZING SIGNATURE: [Signature]

OFFICIAL FILE DOCUMENT
DO NOT REMOVE OR MARK

Hannah Brinson

From: Jerri Bishop <jbishop@moweryinsurance.com>
Sent: Wednesday, October 19, 2016 4:39 PM
To: Hannah Brinson
Subject: RE: Certificate of Insurance

General Liability does include all coverages requested for in 5-6-7. Umbrella coverage is shown on the certificate in the 3rd section under "Umbrella Liab".

Philadelphia Indemnity has an AM Best rating of A++

Tangram Insurance Services – New York Marine and General Insurance Co. – A

With regards to Item #25 – That is referring to a document that you have to agree to. The "contractor" is referring to you. They may have an indemnity form that they are requiring you to sign. With regards to insurance, the companies will defend you in the event of a covered claim under any of your written policies as referenced in your policies.

Let me know if you need anything else.

Jerri Bishop
Commercial Account Manager
Mowery Insurance
(865)246-1562 Direct Line
(865)584-2345 Fax
jbishop@moweryinsurance.com

Confidentiality Notice: This electronic mail transmission is intended for the use of the individual or entity to which it is addressed and may contain confidential information belonging to the sender which is legally privileged. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please notify the sender immediately by email and delete the original message. Insurance cannot be bound or altered by email unless the request is approved and confirmed by an agent of Mowery Insurance.

From: Hannah Brinson [mailto:hbrinson@ywcaknox.com]
Sent: Wednesday, October 19, 2016 10:05 AM
To: Jerri Bishop
Cc: Shelby Schilling
Subject: RE: Certificate of Insurance

Hi Jerri,

Thanks for sending this over. Can you review Attachment B and confirm that the required information is present for items 5, 6, 7, 9, 20, and 25?

Thank you!

OFFICIAL FILE DOCUMENT
DO NOT REMOVE OR MARK

Hannah

Hannah Brinson, M.S. | Director of Grants & Women's Advocacy

T: 865.523.6126 F: 865.637.5263

E: hbrinson@ywcaknox.com



Domestic Violence:
THAT'S JUST WRONG
#ThatsJustWrongKnox

eliminating racism
empowering women
ywca

YWCA Knoxville
420 W. Clinch Ave.
Knoxville, TN 37902
www.ywcaknox.com

From: Jerri Bishop [<mailto:jbishop@moweryinsurance.com>]
Sent: Tuesday, October 18, 2016 4:49 PM
To: Hannah Brinson; Shelby Schilling
Subject: Certificate of Insurance

As we discussed, I have attached the certificate of insurance needed and the signed Attachment B form. You will need to sign the 2nd form as well. Also, I wanted to let you know that they are requiring Symbol #1 on the auto form, but you have no autos so therefore, your coverage for auto is only for "Hired and Non-Owned: coverage. Let me know if you need anything else.

Thank you,

Jerri Bishop
Commercial Account Manager
Mowery Insurance
(865)246-1562 Direct Line
(865)584-2345 Fax
jbishop@moweryinsurance.com

Confidentiality Notice: This electronic mail transmission is intended for the use of the individual or entity to which it is addressed and may contain confidential information belonging to the sender which is legally privileged. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please notify the sender immediately by email and delete the original message. Insurance cannot be bound or altered by email unless the request is approved and confirmed by an agent of Mowery Insurance.

OFFICIAL FILE DOCUMENT
DO NOT REMOVE OR MARK

YWCA IS ON A MISSION

October 19, 2016

Matt Myers
Knox County Procurement
1000 North Central Street
Suite #14
Knoxville, TN 37917

Dear Mr. Myers:

Attached please find a certificate of liability insurance for the YWCA Knoxville. In reference to the proposal #2461 Victim Advocate Services, the YWCA Knoxville does not own any vehicle, thus the attached certificate reflects automobile liability for "hire autos" and "non-owned autos" in the required amount of \$1,000,000. Should they arise, please feel free to contact me with any questions or concerns.

Sincerely,



Marigail Mullin
CEO, YWCA Knoxville

OFFICIAL FILE DOCUMENT
DO NOT REMOVE OR MARK

eliminating racism
empowering women
ywca

Downtown
420 West Clinch Avenue
Knoxville, TN 37902
P 865.523.6126 F 865.637.5263
ywca-knox.com

Phyllis Wheatley Center
124 South Cruze Avenue
Knoxville, TN 37915
P 865.546.0651 F 865.522.8095

United Way
Community Partner

AGENDA COMMITTEE MEETING

52.

Meeting Date: 12/07/2016
Requested By: Kathy Cate, LAW
DEPARTMENT
Department: CRIMINAL/DOMESTIC COURT CLERK
Requires Expenditure of Funds: NO **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving an amendment to an agreement with the City of Knoxville to receive funds for a compliance officer position within the Fourth Circuit Court as part of the City of Knoxville's grant award to encourage arrest policies and enforcement of protection orders program, which amendment extends the term of the agreement and increases the grant amount by \$21,248.00. (No local match required)

(Criminal Court Clerk)

Attachments

Contract Amendment

RONALD E. MILLS
Deputy Law Director
City of Knoxville

Document No. C-15-0087

SECOND AMENDMENT

THIS AMENDMENT is made by and between the **CITY OF KNOXVILLE**, a municipal corporation organized and existing under the laws of the State of Tennessee ("**CITY**"), and **KNOX COUNTY, TENNESSEE** ("**GRANTEE**"). It modifies the Agreement known as Document No. C-15-0087.

WHEREAS, the parties listed above previously entered into an Agreement on December 1, 2014, said Agreement being known as Document No. C-15-0087; and

WHEREAS, on November 17, 2015 the parties entered into an Amendment to the Agreement to extend the term through March 31, 2016

WHEREAS, the grant funding said Agreement has been extended; and

WHEREAS, the parties now desire to extend the term of the Agreement through September 30, 2016, and increase the contract price by \$21,248.00, for a total contract amount not to exceed \$74,794.00, under the same terms and conditions.

NOW, THEREFORE, the City and the Contractor, for the mutual considerations stated herein, agree to modify Document No. C-15-0087 as follows:

1. Section 1.2 of the Agreement is hereby amended to extend the term through September 30, 2016.
2. Section 1.3 of the Agreement is hereby amended to increase the grant amount by \$21,248.00, for a total amount of \$74,794.00.

WITH THE EXCEPTION OF THE ABOVE-SPECIFIED EXTENSION, ALL OTHER ARTICLES OF SAID ORIGINAL AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the City and the Contractor have executed this Amendment to Document No. C-15-0087 in two (2) copies as of the below-written date.

APPROVED AS TO FORM:

CITY OF KNOXVILLE

CHARLES W. SWANSON
LAW DIRECTOR

MADELINE ROGERO
MAYOR

DATE: _____

FUNDS CERTIFIED:

JAMES YORK
FINANCE DIRECTOR

Contract No. 16-744
APPROVED AS TO FORM:

KNOX COUNTY, TENNESSEE

RICHARD ARMSTRONG
Knox County Law Director

BY: _____
MAYOR TIM BURCHETT

R:\RMills\KPD\CONTRACT\GENERAL\Knox C. Exd C-15-0087.docx

The City of Knoxville is an EEO/AA/Title VI/Section 504/ADA/ADEA Employer.

Page 2 of 2
2nd Amendment to C-15-0087

Knox County Court Clerk			
Revised Budget			
Court Compliance Officer	4249.67 x 17 months	\$72,244	
1 Deskstop computer	1000 x 1 computer	1000	
Software to include	750 x 1 computer	750	
Adobe, Microsoft Office			
suite, JIMS Criminal, JIMS Civil,			
Mug Shot, Accruent			
Printer	\$800 x 1 printer	800	
		\$74,794	

Exhibit A to C-15-0087 Amendment



CITY OF KNOXVILLE, TENNESSEE

City Council

AGENDA INFORMATION SHEET

AGENDA DATE: November 22, 2016
DEPARTMENT: Knoxville Police Department
DIRECTOR: Chief Rausch

AGENDA SUMMARY A Resolution authorizing the Mayor to execute an amendment to an Agreement with Knox County for continued funding of a compliance officer position as a part of the Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program, to extend the term of the Agreement and to increase the amount by \$21,248.00, for a total contract amount not to exceed \$74,794.00.

COUNCIL DISTRICT(S) AFFECTED All

BACKGROUND City of Knoxville Contract C-15-0087 with Knox County includes the salary and benefits for a compliance officer to counsel the adult offenders of domestic violence in activities related to legal conditions as specified by court order and coordinate between courts where sexual assault, domestic violence, dating violence, and stalking charges are heard to ensure offenders are attending court dates, paying fees, and attending court-mandated programs.

- The Office on Violence Against Women awarded the Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program in the amount of \$300,000 to the City of Knoxville. This award provides the opportunity for recipients to develop and strengthen effective responses to violence against women. This Program encourages communities to treat sexual assault, domestic violence, dating violence and stalking as serious crimes by strengthening the criminal justice response to these crimes and promoting a coordinated community response. Victim safety and offender accountability are the center piece of projects funded under the program.

The grant funding the agreement with Knox County has been extended, and the Resolution would authorize extending the contract through September 30, 2016 and increasing the funding by \$21,248, for a new contract total amount of \$74,794.

OPTIONS City Council can approve or deny the resolution.

RECOMMENDATION The recommendation is to approve the resolution.

ESTIMATED PROJECT SCHEDULE The contract period will be October 1, 2014 to September 30, 2016.

PRIOR ACTION/REVIEW Yes. The resolution is an amendment to contract C-15-0087.

RESOLUTION NO.

RESOLUTION

A RESOLUTION OF THE COUNCIL OF THE CITY OF KNOXVILLE AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH KNOX COUNTY FOR CONTINUED FUNDING OF A COMPLIANCE OFFICER POSITION AS PART OF THE GRANTS TO ENCOURAGE ARREST POLICIES AND ENFORCEMENT OF PROTECTION ORDERS PROGRAM, TO EXTEND THE TERM OF THE AGREEMENT AND TO INCREASE THE AMOUNT BY \$21,248.00, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$74,794.00.

RESOLUTION NO: _____

REQUESTED BY: Police Department

PREPARED BY: Law Department

APPROVED: _____

APPROVED AS AN EMERGENCY MEASURE: _____

MINUTE BOOK: _____ PAGE _____

WHEREAS, the City of Knoxville, on behalf of its Police Department, has obtained a grant from the U. S. Department of Justice, Office on Violence Against Women Grant to Encourage Arrest Policies and Enforcement of Protection Orders Program (the "Program") to help develop and strengthen effective responses to violence against women; and

WHEREAS, Knox County, Tennessee participates in the Program through an Agreement with the City, known as Document No. C-15-0087 (the "Agreement") and thus receives funds for a compliance officer position within the local court system to counsel the adult offenders of domestic violence in activities related to legal conditions as specified by court order and coordinate between courts where sexual assault, domestic violence, dating

violence and stalking charges are heard to ensure offenders are attending court dates, paying fees and attending court-mandated programs; and

WHEREAS, the Grant funding said Agreement has been extended; and

WHEREAS, the parties desire to amend the Agreement to extend the term through September 30, 2016 and to increase the funding amount by \$21,248.00, for a new total contract amount of \$74,794.00.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: That the Mayor be, and hereby is, authorized to execute an Amendment to Agreement C-15-0087, in a form substantially like the document attached hereto, between the City of Knoxville and Knox County to extend the term of the Agreement through September 30, 2016 and to increase the contract amount by \$21,248.00, for a new total contract amount of \$74,794.00.

SECTION 2: This Resolution will take effect from and after its passage, the welfare of the City requiring it.

Presiding Officer of the Council

Recorder

AGENDA COMMITTEE MEETING

53.

Meeting Date: 12/07/2016
Requested By: Ben Sharbel,
PURCHASING
Department: PURCHASING
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving Change Order No. 1 in the amount of \$_____ to Contract No. 15-508 with GEM Technologies for the Knox County Domestic Violence Shelter.
(Purchasing)

AGENDA COMMITTEE MEETING

54.

Meeting Date: 12/07/2016
Requested By: Melissa Ramsey,
Risk
Management
Department: Risk Management
Requires Expenditure of Funds: YES **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving a contract with Symetra Life Insurance Company for employee health insurance for the Stop Loss Insurance in the amount of \$651,818.00.
(Human Resources)

AGENDA COMMITTEE MEETING

55.

Meeting Date: 12/07/2016

Requested By: Jolie Bonavita,
COUNTY
COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Consideration of a Resolution of the Commission of Knox County, Tennessee approving amendments to the Knox County Commission Rules, as recommended by the Rules Committee, to (1) place the consideration of the acceptance of new county roads under Section G, Drives and Roads, on the Legislative Agenda and (2) add language to Rule VII, Section F regarding applicant attendance for rezoning requests and appeals.

(Rules Committee)

AGENDA COMMITTEE MEETING

56.

Meeting Date: 12/07/2016

Requested By: Rhiannon Flynn,
ENGINEERING
AND PUBLIC
WORKS

Department: ENGINEERING AND PUBLIC WORKS

Requires Expenditure of Funds: NO **Funded in Current Budget:** NO

Appropriation Required: NO

Information

CAPTION

Consideration of the Acceptance of New County Roads:

A. Castleglen Lane located in New Castle Subdivision, District 3.

B. Ann Cove Lane located in Villas at Tyler's Gate, District 7.

(Engineering and Public Works)

Attachments

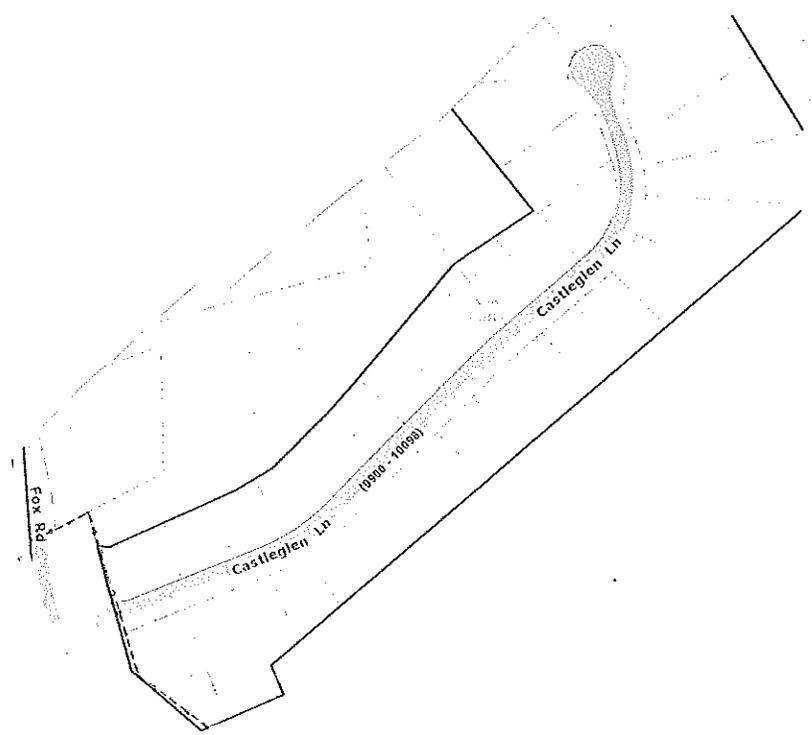
Castleglen Ln Road Acceptance

Ann Cove Road Acceptance

ROAD ACCEPTANCE FORM

NAME OF SUBDIVISION New Castle
PROPERTY OWNER Fox Springs LLC
INSPECTOR Bill Blackman
DATE 11-7-16

<u>ROAD</u>	<u>LENGTH</u>	<u>UNIT</u>	<u>ROW</u>
<u>Castleglen Ln.</u>	<u>15+33</u>	<u>1</u>	<u>50'</u>



SUBDIVISION INSPECTION DIVISION

NEW ROAD CHECK LIST

NAME OF SUBDIVISION: *New Castle*
INSPECTOR: *Bill Blackman*
DATE: *11-7-16*

1.

RECOMMENDATION FOR ROAD ACCEPTANCE:

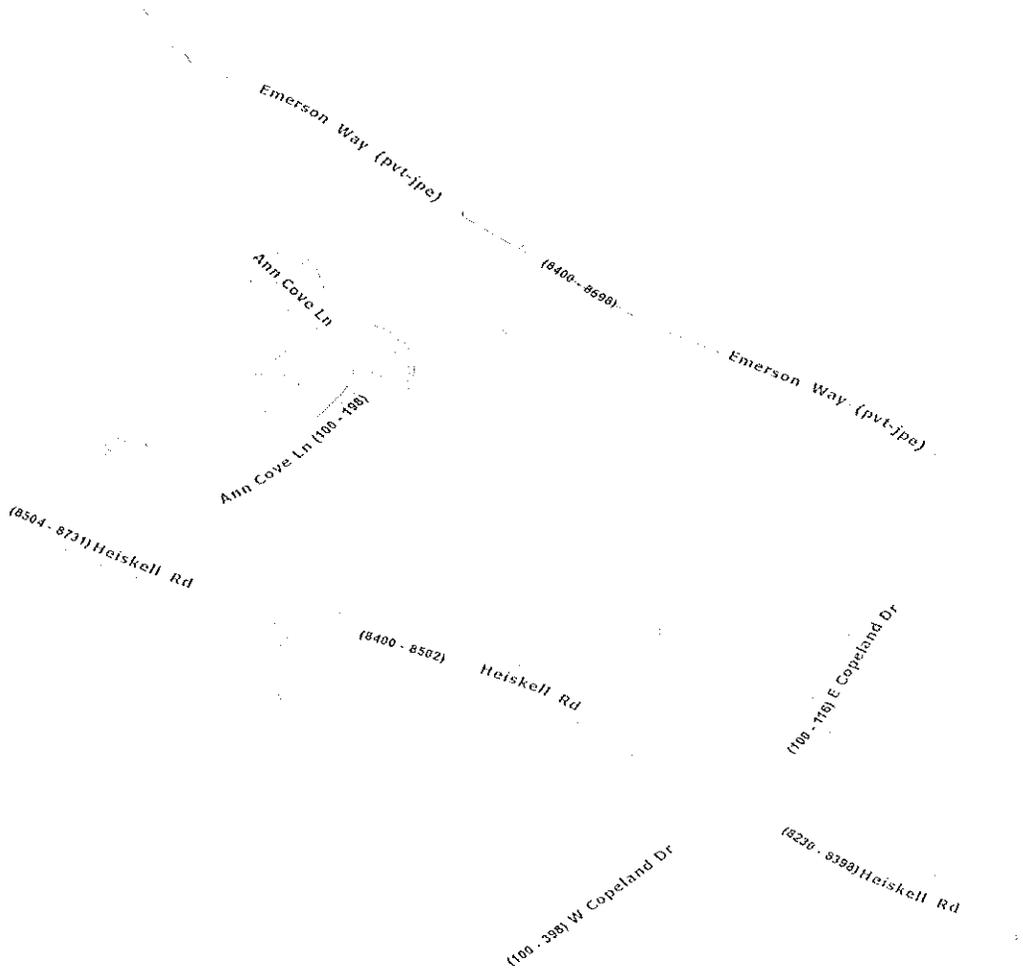
<i>Bill Blackman</i>	<i>11-7-16</i>		<i>11/8/16</i>
Construction Inspector	Date	Construction Inspector Supervisor	Date

ROAD ACCEPTANCE FORM

NAME OF SUBDIVISION: **The Villas at Tyler's Gate**
PROPERTY OWNER: David Trantanella
COMMISSION DISTRICT: 7
INSPECTOR: Shannon Sayne
DATE: 11/23/2016

<u>ROAD</u>	<u>LENGTH</u>	<u>UNIT</u>	<u>ROW</u>
Ann Cove Lane	728 LF	1	50

LOCATION MAP



AGENDA COMMITTEE MEETING

57.

Meeting Date: 12/07/2016
Requested By: Jim Snowden,
ENGINEERING
AND PUBLIC
WORKS

Department: ENGINEERING AND PUBLIC WORKS
Requires Expenditure of Funds: NO **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of the closure of two recorded but not constructed right of ways in the Ingle Subdivision off Old Rutledge Pike. **(FIRST READING)**
(Engineering and Public Works)

Attachments

[info](#)

Steve Bean
865-679-3802



* Walker

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Knoxville - Knox County - KJB Geographic Information System

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To Whom It May Concern

We are in total agreement of Closing the Alleyway that borders our property. We are in agreement that each person listed on this agreement will receive one half of the alleyway the new survey will go down the middle of the alley and that will be the new property line Thus Closing the Alley.

6101 Sunwood Dr: sign Greg C BROOKS
Please print Greg C Brooks

6105 Sunwood Dr: sign James Bean
Please print Catherine J Bean

6119 Sunwood Dr Steve Bean 11-2-16
Steve Bean

6125 Sunwood Dr Steve Bean 11-2-16
Steve Bean

1712 Joan Rd Vincent C. Copp Physics Copp

6100 Darby Dr Daniel Bille

Property of Kathy Neal
Nicely-Walker Kathy Neal

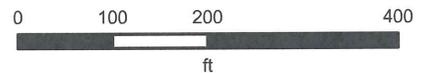
Thank You
Steve Bean
6125 Sunwood Dr
Knoxville TN 37924



Letter Portrait

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Knoxville - Knox County - KUB Geographic Information System



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PROPERTY ASSESSOR'S OFFICE - KNOX COUNTY, TENNESSEE
MAP DEPARTMENT - OWNERSHIP CARD

Source: KGIS

ACTIVE NORMAL

11/10/2016

District	Map	Insert	Group	Parcel	Ward	Property Location				
N8	60	F	A	6		6100 DARBY DR				
Subdivision				Block	Lot	Plat	Dimensions (shown in ft.)		Acreage	
INGLES ADD LOTS 19 THRU 26				E-	-	3-98	354 X 223 X IRR		0.00 - A.C. Deeded	
									0.00 - A.C. Calculated	
Owner				Sale Date	Book	Page	Sale Price	Mailing Address		
KARRAS MIKE H & GENEVA O				8/31/1960	1152	523		294 CEDAR CANYON DR SPARTANBURG, SC 29307		
FICKLING JERRY DEAN				6/21/2013	<u>20130624</u>	0084882		294 CEDAR CANYON SPARTANBURG, SC 29307		
RENO STANLEY M				6/21/2013	<u>20130624</u>	0084883	\$ 42,000	6100 DARBY DR KNOXVILLE, TN 37924		
BIBLE DANIEL C				8/15/2014	<u>20140818</u>	0010000	\$ 95,000	6100 DARBY DR KNOXVILLE, TN 37924		

Remarks

ATTRIBUTES FROM NCR LOADER

Parent Parcel	Parent Instrument Number
Previous Parcel (Split From)	Next Parcel (Merged Into)

<http://www.kgis.org/parcelreports/ownercard.aspx?id=060FA006>

2

PROPERTY ASSESSOR'S OFFICE - KNOX COUNTY, TENNESSEE
 MAP DEPARTMENT - OWNERSHIP CARD

Source: KGIS

ACTIVE

NORMAL

11/10/2016

District	Map	Insert	Group	Parcel	Ward	Property Location		
N8	60	F	A	10		6125 SUNWOOD DR		
Subdivision				Block	Lot	Plat	Dimensions (shown in ft.)	Acreage
INGLE ADD REV				E-	14--	116L-34	250.04 X 166.1 X IRR	0.00 - A.C. Deeded
								0.00 - A.C. Calculated
Owner		Acq. Date	Book	Page	Acq. Price	Mailing Address		
BEAN STEVEN D		11/4/1986	<u>1897</u>	834		6105 HIGH DR KNOXVILLE, TN 37924		
		11/4/1986	<u>1897</u>	836				
		8/1/1995	<u>2185</u>	651		6105 SUNWOOD DRIVE KNOXVILLE, TN 37924		

Remarks

ATTRIBUTES FROM NCR LOADER

Parent Parcel

Parent Instrument Number

Previous Parcel (Split From)

Next Parcel (Merged Into)



PROPERTY ASSESSOR'S OFFICE - KNOX COUNTY, TENNESSEE
MAP DEPARTMENT - OWNERSHIP CARD

Source: KGIS

ACTIVE NORMAL

11/10/2016

District	Map	Insert	Group	Parcel	Ward	Property Location		
N8	60	F	A	15		6119 SUNWOOD DR		
Subdivision				Block	Lot	Plat	Dimensions (shown in ft.)	Acreage
INGLE PT 11, PT 12				-	13-	3-98	88.5 X 175 X IRR	0.00 - A.C. Deeded
								0.00 - A.C. Calculated
Owner		Sale Date	Book	Page	Sale Price	Mailing Address		
BEAN F C & BARGIE		9/3/1946	740	431		6119 SUNWOOD DR KNOXVILLE, TN 37924		
BEAN STEVEN D		8/31/2006	<u>20060831</u>	0019538	\$ 45,000	6119 SUNWOOD DRIVE KNOXVILLE, TN 37924		

--

Remarks

ATTRIBUTES FROM NCR LOADER

Parent Parcel	Parent Instrument Number
Previous Parcel (Split From)	Next Parcel (Merged Into)

<http://www.kgis.org/parcelreports/ownercard.aspx?id=060FA015>

4

PROPERTY ASSESSOR'S OFFICE - KNOX COUNTY, TENNESSEE
MAP DEPARTMENT - OWNERSHIP CARD

Source: KGIS

ACTIVE NORMAL

11/10/2016

District	Map	Insert	Group	Parcel	Ward	Property Location		
N8	60	F	A	16		6105 SUNWOOD DR		
Subdivision				Block	Lot	Plat	Dimensions (shown in ft.)	Acreage
INGLES ADD PTS 11,12				E-	9,10-	3-98	160 X 175 X IRR	0.00 - A.C. Deeded
								0.00 - A.C. Calculated
Owner		Sale Date	Book	Page	Sale Price	Mailing Address		
BEAN JAMES H & IMOGENE		1/8/1960	1196	265		6105 SUNWOOD DR KNOXVILLE, TN 37924		

--	--	--	--	--	--	--	--	--

Remarks	
ATTRIBUTES FROM NCR LOADER	
Parent Parcel	Parent Instrument Number
Previous Parcel (Split From)	Next Parcel (Merged Into)

3

PROPERTY ASSESSOR'S OFFICE - KNOX COUNTY, TENNESSEE
MAP DEPARTMENT - OWNERSHIP CARD

Source: KGIS

ACTIVE NORMAL

11/10/2016

District	Map	Insert	Group	Parcel	Ward	Property Location		
N8	60	F	A	17		6101 SUNWOOD DR		
Subdivision				Block	Lot	Plat	Dimensions (shown in ft.)	Acreage
INGLE				E-	7,8-	3-98	100 X 175	0.00 - A.C. Deeded
								0.00 - A.C. Calculated
Owner		Sale Date	Book	Page	Sale Price	Mailing Address		
HATMAKER CARMET H & RUBY P		8/14/1990	<u>2018</u>	197	\$ 27,500	1912 WOODSCREEK RD KNOXVILLE, TN 37924		
BROOKS GREG C		1/18/1995	<u>2165</u>	481	\$ 37,000	6101 SUNWOOD DR KNOXVILLE, TN 37924		
		8/11/1995	<u>2187</u>	977				

--

Remarks	
ATTRIBUTES FROM NCR LOADER	
Parent Parcel	Parent Instrument Number
Previous Parcel (Split From)	Next Parcel (Merged Into)



PROPERTY ASSESSOR'S OFFICE - KNOX COUNTY, TENNESSEE
MAP DEPARTMENT - OWNERSHIP CARD

Source: KGIS

ACTIVE

NORMAL

11/10/2016

District	Map	Insert	Group	Parcel	Ward	Property Location		
N8	60	F	A	19		1712 JOAN RD		
Subdivision				Block	Lot	Plat	Dimensions (shown in ft.)	Acreage
INGLE'S ADD				E-	31--	3-98	150 X 175	0.00 - A.C. Deeded
								0.00 - A.C. Calculated
Owner		Sale Date	Book	Page	Sale Price	Mailing Address		
CUPP VINCENT C & PHYLLIS		3/25/1988	<u>1942</u>	175		1712 JOAN RD KNOXVILLE, TN 37924		
		10/24/1988	<u>1961</u>	211				

Remarks

ATTRIBUTES FROM NCR LOADER

Parent Parcel

Parent Instrument Number

Previous Parcel (Split From)

Next Parcel (Merged Into)



PROPERTY ASSESSOR'S OFFICE - KNOX COUNTY, TENNESSEE
MAP DEPARTMENT - OWNERSHIP CARD

Source: KGIS

ACTIVE

NORMAL

11/10/2016

District	Map	Insert	Group	Parcel	Ward	Property Location		
N8	60			134.01		0 ARMSTRONG RD		
Subdivision				Block	Lot	Plat	Dimensions (shown in ft.)	Acreage
				-	E3-	N/R-		4.09 - A.C. Deeded
								0.00 - A.C. Calculated
Owner		Sale Date	Book	Page	Sale Price	Mailing Address		
NOEL HOWARD & EUVILLA C		2/14/1994	<u>2143</u>	859	\$ 4,099	4510 MEADORS SPUR RD MONETA, VA 24121		
HALL BRIAN D		11/21/1998	<u>2309</u>	525		7216 ARLIE DR KNOXVILLE, TN 37918		
WALKER M RAY & KATHY NICELY		2/17/2006	<u>20060306</u>	0073973		4117 ELLISTOWN RD KNOXVILLE, TN 37924		

Remarks

ADD

Parent Parcel

Parent Instrument Number

Previous Parcel (Split From)

Next Parcel (Merged Into)

60-134

<http://www.kgis.org/parcelreports/ownercard.aspx?id=060%20%2013401>

AGENDA COMMITTEE MEETING

58.

Meeting Date: 12/07/2016
Requested By: Jolie Bonavita,
COUNTY
COMMISSION
Department: COUNTY COMMISSION
Requires Expenditure of Funds: NO **Funded in Current Budget:** YES
Appropriation Required: NO

Information

CAPTION

Consideration of the closure of a portion of Lovelace Road. The closure will affect the last approximately 1300 feet of Lovelace Road where it terminates into Melton Hill Lake. **(SECOND READING)**
(Engineering and Public Works)

Attachments

lovelace

Attn: Senior Director
Knox County Engineering and Public Works
205 West Baxter Avenue
Knoxville, TN 37917

To whom it may concern:

On behalf of the residents of the H.E. Bittle subdivision and surrounding neighbors, I am requesting the closure of the last approximately 1300 feet of Lovelace Road, which is 14 feet wide. The portion of the road that we proposed to be closed does not intersect any other road. Lovelace Road is located in Knox County in the 37932 zip code off of Hickory Creek Road. We are requesting this closure due to nuisance to the residents caused by unwanted traffic that travels too fast and which the road is not adequate to handle. Also, illegal activities occurring at the dead end of the road which have been reported to the police department on several occasions but continue to persist. We would like to close this portion of the road and make it private drive way, with a small turnaround located just before 13176 Lovelace Road. We would like to request that the proposed closure be transferred to each of the adjacent property owners as indicated in the enclosed plat map of the road.

I will be acting as the representative for any closure hearings and my contact information can be found below. Enclosed you will find a document with signatures, addresses, and contact phone number of the property owners on the portion of the road which we are purposing to be closed; all are in favor of the closure.

Thank you for considering this measure that will help address the issues facing our neighborhood. We look forward to hearing from you soon.

Sincerely,

Allen Witt
13204 Lovelace Rd
Knoxville, TN 37932
865-776-4737

Enclosures: Plat map and Signature document

1. Proposed turnaround.
2. TVA property.
3. Property owned by - SCHULTE, JONATHAN & KRISTEN D - 865-310-7250
4. Property owned by - MARNEY, GUY & MARNEY, MELINDA - 865-603-6758
5. Property owned by - WITT, ALLEN L & WITT, ALISON P - 865-776-5737
6. Property owned by - HEADRICK, JUDITH G - 865-333-5683
7. Property owned by - RIDLEY, AMANDA J & FREEZELL, STEPHEN R - 865-441-6101
8. Property owned by - HARGETT, KENNY - 865-805-9789

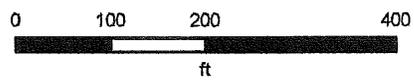


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witts Witt <alloydw917@gmail.com>

s Lovelace Road

1 message

witts Witt <alloydw917@gmail.com>

Wed, Oct 12, 2016 at 3:55 PM

To: ampolly@tva.gov - *Angela Sutton*

Hello Angela,

I'm sending this to you from a different email address than I have used previously so I can attach some documents for your review. I have previously used awitt917@me.com in our communication concerning Lovelace road.

We have decided to request the road closure from the county as we have discussed previously. I have attached our letter of request to the county and a proposed plat map showing the section we are proposing to close and the turnaround we would like to install. The person I have been in contact with at the county is Jim Snowden, his phone number is 865-215-5808. We hope that this will solve the issues that we have been having at the end of the road.

If its ok I'm going to include a copy of this email in the documents we are submitting to the county, to show that we have notified TVA of our request to close the road.,

Sincerely,

Allen Witt
13204 Lovelace Rd
Knoxville, TN 37932
865-776-4737

2 attachments



img121.jpg
1513K



Closure Request Letter.docx

22K

AGENDA COMMITTEE MEETING

59.

Meeting Date: 12/07/2016
Requested By: Jolie Bonavita,
COUNTY
COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Line Item Transfers.
(Finance)

Attachments

Line Items

TO: FINANCE COMMITTEE

DEPARTMENT: Criminal Court

DATE: 31-Oct-16

AUTHORIZING SIGNATURE: Mike Hammond

The following line-item budget transfer is requested in the budget for:

FROM				TO					
PROJECT TASK	UNIT	EXPENSE ACCOUNT	NAME	AMOUNT FROM	AMOUNT TO	UNIT	EXPENSE ACCOUNT	NAME	PROJECT TASK
	1011531	543500	Office Supplies	8,757.00	\$ 8,757.00	1011530	543500	Office Supplies	
				TOTALS \$	8,757.00	\$	8,757.00	(TOTALS MUST EQUAL)	

REMARKS/JUSTIFICATION FOR REQUEST:
To transfer budget dollars to cover office supplies.

APPROVED: [Signature]
COUNTY MAYOR/SCHOOL SUPERINTENDENT

DATE: 11/30/16

APPROVED AS TO AVAILABILITY OF FUNDS
APPROVED FOR TRANSFER OF FUNDS
CHAIRMAN, FINANCE COMMITTEE/SCHOOL BOARD

DATE

AGENDA COMMITTEE MEETING

60.

Meeting Date: 12/07/2016
Requested By: Kathy Cate, LAW
DEPARTMENT
Department: PROPERTY ASSESSOR
Requires Expenditure of Funds: NO **Funded in Current Budget:** NO
Appropriation Required: NO

Information

CAPTION

Spread of Record Knox County Property Assessor's Employee Handbook.
(*Property Assessor*)

Attachments

Employee Handbook

KNOX COUNTY

PROPERTY ASSESSOR

HANDBOOK

John R. Whitehead
Property Assessor

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Introduction

We are pleased to introduce the revised Knox County Property Assessor employee handbook. This handbook has been designed to outline and summarize basic personnel policies, employee benefits, employee responsibilities, and employee rights. This handbook is intended to be useful for all Knox County Property Assessor employees.

Knox County Property Assessor is committed to providing a quality workplace for employees. It is our goal to:

- Provide management that is skilled, fair, and concerned about the welfare of our employees.
- Equitably compensate each employee in accordance with our classification and compensation plan.
- Fill vacancies or new positions, when possible, by transfer or promotion from within the Department.
- Discuss willingly and frankly any problems, complaints, or questions on Property Assessor's personnel policies.
- Keep employees informed of any changes that may affect them or their families.

The foundation of this handbook is the Base Personnel Policies that were approved and put into effect by the Knox County Board of Commissioners for the Knox County Mayor. This handbook revokes and supersedes all prior Knox County Property Assessor or Knox County Property Assessor handbooks, amendments, and any policy or communication related to the employee handbook.

This handbook was developed to provide general guidelines about Knox County Property Assessor's policies and procedures for employees; however, it does not contain promises to any employee about how any particular situation will be handled. It is a guide to assist employees in becoming familiar with some of the benefits and obligations of employment, including our policy of at-will employment. None of the guidelines in this handbook is intended to give rise to contractual rights or obligations, nor to be construed as a guarantee of employment for any specific period of time or any specific type of work. These guidelines, except the policy of employment at-will, are subject to

modification, amendment, or revocation by Knox County Government at any time, without advance notice.

It is the intention of Knox County Property Assessor to adhere to all State and Federal laws. Any personnel policy found to be in conflict with a State or Federal law will be changed to ensure compliance with the law.

Amendments may be made periodically in the following process:

- reviewed by the Property Assessor,
- approved by the Knox County Law Director,
- communicated to all Knox County Property Assessor employees by memorandum and
- filed in the Knox County Clerk's Office.

It is your responsibility to ensure you have the most up-to-date version of the handbook. All questions pertaining to information found in this handbook should be referred to the Knox County Property Assessor.

Policies for Employees of Elected Officials

As an Elected Official the jurisdiction to create, maintain, and administer separate personnel policies and procedures is within the power and duties of the Knox County Property Assessor. The Property Assessor will provide the handbook and policies for Property Assessor employees.



This employee handbook is not intended to nor does it create an employee contract with employees of Knox County or the Property Assessor's Office. All employees are at-will employees and may be terminated at the will and discretion of the Property Assessor.

DIVISION I

State and Federal Policies

Equal Employment Policy

Knox County maintains an equal employment opportunity policy and does not discriminate in hiring practices or terms and conditions of employment. All applicants and employees receive equal employment opportunities and all personnel decisions, actions, and conditions affecting employees, including, but not limited to assignment, transfer, promotion, and compensation, will be governed by the principles of equal opportunity.

Discrimination against any person in recruitment, examination, appointment, training, promotion, retention, or discipline because of political or religious opinions or affiliations or because of race, religion, national origin, sex, age (as defined by Federal law), disability, or veteran status shall be prohibited.

The Knox County Human Resources Director has been designated as the Equal Employment Opportunity (EEO) Officer for Knox County. The EEO Officer has overall responsibility for the implementation and monitoring of the County's Equal Employment Policy, as well as authority over the internal procedures employees use to settle EEO and harassment claims.

Equal Employment Opportunity Grievance Procedures

It is the policy of Knox County to establish a procedure for employees to follow in order to bring grievances of discrimination or harassment to the attention of management.

Procedure:

1. If there is a question or complaint regarding employment practices that you are unable to resolve with your immediate supervisor, you are encouraged to make that question or complaint known to the Equal Employment Opportunity (EEO) Officer (who is the Human Resources Director). You will be asked to state in writing the nature and detail of the complaint. Any employee filing a complaint will not be subject to retaliation.
2. The EEO Officer will investigate the complaint with your director or department head and any other person with knowledge of the situation.
3. You will be advised in writing of the results of the investigation and Knox County's decision regarding the complaint.
4. A record of the complaint and findings will become a part of the complaint investigation record, and the file will be maintained separately from your personnel file.
5. If you do not agree with the decision of the EEO Officer, you have the right to appeal to the Knox County Property Assessor.

Workplace Harassment / Abusive Conduct Prevention Policy

Knox County Property Assessor believes that you should be provided with a working environment free from harassment. It is the policy of Knox County Government that verbal or physical conduct by any employee that harasses, disrupts, or interferes with another's work performance or that creates an intimidating, offensive, or hostile environment will not be tolerated.

If you believe you are being subjected to sexual, racial, religious, national origin, age, disability, or political harassment, or believe you are being discriminated against, you must bring this to the Knox County Property Assessor's attention. The nature of harassment often makes it impossible to detect unless the person being harassed registers his or her discontent with the appropriate authorities. You have a responsibility to report or complain as soon as possible to the appropriate supervisor, the Knox County Property Assessor, or to the Knox County Human Resources Director.

All complaints of harassment must be investigated promptly and impartially, with confidentiality maintained to the greatest extent possible. In all cases, you will be advised of the findings following the investigation.

Any employee or supervisor who is found to have engaged in harassment of another employee will be subject to appropriate disciplinary action, up to and including discharge.

Abusive Conduct Prevention Policy: Knox County and the Knox County Property Assessor believe that all employees have the right to be treated with dignity and respect in the workplace. No employee shall engage in threatening, violent, intimidating or abusive conduct or behavior. Abusive conduct includes but is not limited to:

- Repeated verbal abuse such as derogatory remarks or insults; or
- Nonverbal conduct that is threatening, intimidating or humiliating; or
- Sabotaging or undermining an employee's work performance.

A single act generally will not constitute abusive conduct, unless such conduct is determined to be severe and egregious. Abusive conduct does not include:

- Disciplinary procedures as provided in this Handbook; or
- Routine counseling or correction of work performance; or
- Reasonable work assignments; or
- Individual differences in styles of personal expression; or
- Passionate expression with no intent to harm others; or
- Differences of opinion on work related concerns; or
- The non-abusive exercise of managerial prerogative.

All employees are encouraged to report abusive conduct, however the county recognizes that intentional false allegations can have a serious effect on innocent people. Employees who falsely accuse another employee under this policy will be subject to appropriate disciplinary action.



If you believe you are the victim of harassment or abusive behavior you must report or complain as soon as possible to your supervisor, the Knox County Property Assessor or to the Knox County Human Resources Director. You may decide to which of these three persons the report will be made.

Sexual Harassment: Each supervisor and employee has a responsibility to maintain the workplace free of any form of sexual harassment. Sexually harassing conduct in the workplace, whether committed by supervisors or non-supervisory personnel, is prohibited. Such conduct includes, but is not limited to:

1. Sexual flirtations, touching, advances, or propositions;
2. Verbal abuse of a sexual nature;
3. Graphic or suggestive comments about an individual's dress or body;

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4. Sexually degrading words to describe an individual;
 5. The display of sexually suggestive objects or pictures, including nude photographs.

As with any form of harassment, you have the responsibility to report sexual harassment to an appropriate authority as soon as possible. You may report to your supervisor, the Property Assessor, or the Knox County Human Resources Director. Your complaint of sexual harassment must be investigated promptly and impartially, with confidentiality maintained to the greatest extent possible. You will be advised of the findings following the investigation.

Any employee or supervisor who is found to have engaged in sexual harassment of another employee will be subject to appropriate disciplinary action, up to and including discharge.

Americans with Disabilities Act (ADA)

The Knox County Property Assessor complies with the Americans with Disabilities Act of 1990, as amended, which prohibits discrimination on the basis of disability. The ADA prohibits employers with 15 or more employees from discriminating against qualified job applicants and employees who are or become disabled.

The Knox County Property Assessor is committed to providing reasonable accommodations to qualified individuals with disabilities, unless it would impose an undue hardship on the employer. If you have a disability, you may request a reasonable accommodation at any time during the application process or during the period of employment. You, your health professional, or any other representative acting on your behalf may request an accommodation. This may be done verbally or by completing a reasonable accommodation request form. This form may be obtained from your supervisor or the Knox County Human Resources Department.



If you have a disability and need an accommodation to perform your job duties or to receive any regular benefit or condition of employment, you should make the request to your supervisor verbally, in a written note or memo, or by using a special form. Any other person may assist in making this request.

Reasonable documentation from an appropriate healthcare or rehabilitation professional will be required to establish that you have an ADA disability and that the disability necessitates a reasonable accommodation.

Title VI of the Civil Rights Act of 1964

Knox County Government complies with Title VI of the Civil Rights Act of 1964. This act requires that agencies receiving federal money develop and implement plans to ensure that no one receiving benefits under a federally funded program is discriminated against on the basis of race, color, or national origin.

To report any complaints or to receive additional information about Title VI, contact the Compliance Coordinator at 215-2952.

Veteran's Preference

The Property Assessor believes that veterans who have served full-time in the United States Armed Forces should be rewarded with a preference in hiring. Veteran's preference is observed for veterans who served full time in the United States Armed Forces. Any person claiming a veteran's preference under this section shall submit satisfactory proof of service and honorable discharge with the employment application. The preferences established by this section shall be applicable to recruitment or hiring for employment or advancement in employment classifications managed and maintained by the County Human Resources Director. Candidates who have the minimum qualifications will be invited to interview.

Background Checks for Job Applications

If you are selected for employment with Knox County a background check will be conducted. The county follows the policy guidelines of the U.S. Equal Employment Opportunity Commission (EEOC) when conducting background checks and fully complies with the law under Title VII of the Civil Rights Act of 1964.

- A background check will only be conducted on an applicant who has received a conditional offer of employment.
- Information sought in a background check will only be job-related.
- Information obtained during a background check will be kept confidential.
- Applicants must sign a written acknowledgment form granting the county permission to do a background check.
- Types of background checks:
 - Criminal background checks will be conducted on all applicants once they are selected for employment.

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- Vehicle driving records are checked if your job duties require you to drive a vehicle on county business.
 - Credit history background checks. A credit history background will only be conducted if your primary job duties will include handling money, finances or auditing.
 - Verification of Education and Professional Credentials. Some county departments may verify educational or professional certification of all selected job applicants in that department.
 - Commercial truck drivers who are selected for a county job driving a truck will have a DOT background check from the applicant's previous employer.

The Human Resources Director will be responsible for evaluating applicant background checks and complying with all laws and regulations pertaining to background checks.

HIPAA

Knox County Government complies with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and follows guidelines involving the protected health information of employees, dependents, and patients.

Nursing Mothers

In accordance with state and federal law, a private room is available to employees who are nursing mothers. Contact Human Resources at 215-2321 for more information.

Sick Leave Donations

Knox County operates a Sick Leave Donation Program to provide assistance to employees who, because of long-term illness or injury, have exhausted their leave benefits and would otherwise be subject to a loss of income during a continuing absence from work.

You must meet specific conditions in order to both donate and receive leave under this program.

Contact the Knox County Human Resources Department at 215-2321 for questions about eligibility and the procedures associated with the Sick Leave Donation Program.

The *donor* must meet the following conditions in order to donate sick leave:

- Eighty (80) hours per calendar year is the maximum donation allowed per donor;
- To be eligible to donate the donor must have an accumulated sick leave balance of at least three hundred (300) hours prior to the donation; and
- Complete the transfer form and acknowledge their willingness to donate sick leave to the recipient.
- Retiring or resigning employees will not be eligible to donate sick leave.

The *recipient* must meet the following conditions in order to receive sick leave:

- The recipient must have exhausted all of their accumulated sick, annual, and compensatory time, and have a diagnosed long-term injury or illness, the treatment of which requires the recipient to be absent from work more often than their accumulated leave time would allow. Absences for normal pregnancy, maternity leave, routine or elective surgery, and common illness and injury are excluded. Employees are not eligible for donations to cover caring for family member or other persons.
- The recipient must not be receiving any other form of compensation including Social Security Disability Benefits or other disability-related income replacement such as AFLAC.
- A recipient may make their need for leave donations known to other employees. Such requests should be informal, brief, and without pressure.
- A recipient may not ask for donations from employees under their direct supervision, or offer an incentive to anyone in exchange for donated sick leave.
- A recipient is limited to a maximum of two hundred and forty (240) hours of donated sick leave within a twelve (12) month period.
- Donations are not retroactive, and will be applied to the pay period following the approval of the donation.
- Donations are applied to the recipient's balance on an as needed basis.

The *Payroll Director* will transfer the donation from the account of the *donor* to the *recipient* subject to the following conditions:

-
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- After receiving a completed form including the signatures of the donor, recipient, Department Director, Compliance Coordinator, Human Resources Manager or Director.
 - Donated hours are paid at the recipient's rate of pay, not the donor.
 - Once leave has been transferred to the account of the recipient, it may not be returned to the donor.

Additionally, employees of the Knox County Property Assessor's Office may donate any part of their sick leave to any Knox County Property Assessor Office employee who has exhausted their earned leave benefits and would otherwise be subject to a loss of income during a continuing absence from work without participating in the Knox County Sick Leave Donation Program. The Knox County Property Assessor shall approve all sick leave donations.

Contact the person designated by the Knox County Property Assessor to maintain annual leave and sick leave for questions about eligibility and the procedures associated with the Sick Leave Donation Program.

Classification and Compensation

Probationary Employees

Your first twelve consecutive months of employment are considered the probationary period. During this time, you may be terminated without right of appeal, except in the case of alleged discrimination on the basis of political affiliation, race, national origin, sex, age, religion, disability, or veteran status.

Your supervisor or the Property Assessor may evaluate your performance periodically during the probationary period. The evaluation will be in writing, reviewed with you, and placed in your personnel file.

If the hiring authority determines that your services should be terminated before the end of the probationary period, you will be notified in writing.

If you transfer to another position under the administration of the Knox County Property Assessor, you will not begin a new probationary period. However, employees who transfer from the offices of another elected official (i.e., Sheriff, court systems, etc.) will begin their probationary period on the transfer date.

Temporary and Seasonal Employees

You are considered a temporary employee when hired for a stated or specific term of employment of less than one (1) year.

Part-Time Employees

You are a part-time employee if hired to work less than 30 hours per week on a regular basis.

Full-Time Employees

You are a full-time employee if hired to work a minimum of 30 hours per week on a regular basis.

EMPLOYEE AT WILL

Employment at-Will

Knox County Government is an at-will employer and as such there is no specific length or guarantee of continued employment. Either you or the Knox County Property Assessor may terminate your employment at-will, without cause or prior notice, at any time. None of the County's or Property Assessor's policies may be construed to create a contract of employment or any other legal obligation, express or implied, and any policy may be amended, revised, supplemented, rescinded or otherwise altered, in whole or in part, at any time, at the sole and absolute discretion of Knox County Property Assessor. Notwithstanding the employment at-will doctrine, an employee shall not be terminated, demoted or retaliated against for exercising his or her right to speak openly and freely regarding any issue involving Knox County Government, its agencies, boards or its elected or appointed officials so long as such speech does not violate the laws of slander and libel.

Job Classification

All job classifications are based on an analysis of the duties and responsibilities of each position and include minimum requirements of education, training, experience, skills, knowledge, and abilities necessary for the job. The Knox County Human Resources Department and the Property Assessor's Office keep job descriptions on file.

Compensation Plan

The compensation plan intends to provide equal compensation for work of equivalent responsibility, pay according to work performance and/or outstanding service, and establish pay rates which are comparable with those of regional governmental employers. Each position is rated according to experience, knowledge, training, duty complexity, leadership, effect of errors, communication, problem solving, physical demands, potential work hazards, stewardship/responsibility, and education.

Employees are generally hired at the lowest step of the position's pay grade, but may receive a different amount depending on experience and skill level. The pay level assigned is at the sole discretion of the Knox County Property Assessor.

Pay Periods

Employees are paid on a bi-weekly basis. Payroll checks and direct deposits are available every other Friday. Some pay dates may occur earlier due to holidays. The Property Assessor is paid on the periods in accordance with the Knox County Charter. The Property Assessor is paid by the Charter schedule.

Exempt and Nonexempt Employees

If you are a nonexempt employee, you are covered by the overtime provisions of the Fair Labor Standards Act. You will receive time and one-half in compensatory time for any time actually worked beyond forty (40) hours in one week. (Time off such as holidays, annual leave, or sick leave do not count as time worked.)

If you are an exempt employee, you are not covered by the overtime provisions of the Fair Labor Standards Act. There are several categories of exempt employees, including those in bona fide executive, administrative, and professional positions.

Exempt employees do not receive compensatory time since the salary of exempt employees is full compensation for all hours worked.

Classifying a position as “exempt” is made on the basis of comparing actual job duties with criteria established by the Department of Labor. A job title, for example, is not sufficient data to classify a job as exempt from overtime status. Responsibility for classifying employee positions as exempt or nonexempt lies with the Knox County Human Resources Department and the Knox County Property Assessor.

Overtime Compensation / Compensatory Time

In accordance with the Fair Labor Standards Act, Knox County grants nonexempt employees compensatory time off instead of payment for time worked in excess of forty (40) hours in a workweek. Compensatory time will be granted at time and one-half for all time worked in excess of forty (40) hours.

You may use accrued compensatory time **by December 31 of each year** (*within a reasonable period*) after making the request if your absence does not unduly disrupt the operations of the department.



If you wish to use “comp time,” you should request leave using the procedure in place in your department. Be aware that work and staffing may impact approval, but your supervisor should make a reasonable effort to honor your request.

Compensatory time shall be awarded (for actual overtime worked) to all eligible Knox County Property Assessor employees. No hours of compensatory time may be accrued beyond the maximum of 120 hours.

Working During Lunch Periods

Lunch period is time set aside for eating. The time is not considered part of the basic workday and no pay is earned during this period.

A workday may not be shortened by “working through” or reducing the lunch period on a voluntary basis. Eliminating or reducing your lunch period requires approval from your immediate supervisor. Such approvals must be limited and will typically be for one day due to unusual or special circumstances. Working

through the lunch period is not to be used as an on-going solution for scheduling issues.

 *If you need to make a one-time adjustment to your work schedule, you may ask your immediate supervisor for approval to reduce or eliminate your lunch period on the day in question. This may not be used on an on-going basis.*

Working Before / After Regular Hours

Non-exempt employees may not begin work early, or work after hours, without the approval of your immediate supervisor or the Property Assessor. Likewise, you may not count as work hours the time you spend in volunteer activities such as exercise that occurs before or after your scheduled shift or during your lunch period.

General Personnel Policies

Attendance

You are an important member of the Knox County Law Department team. We are committed to providing the highest level of government services and functions to better serve the community and our clients. In order to accomplish this, your prompt and regular attendance is required.

In case of an illness or injury that would prevent you from reporting to work at the scheduled time, you are required to notify the Property Assessor’s Office of your absence.

 *You must telephone your supervisor (or next level manager or designee) and speak directly to that person to give notification of absence or tardiness. Leaving a message does not meet this requirement.*

Failure to provide notification of absence for three (3) consecutive workdays may result in removal from the payroll as having resigned without notice. Employees who resign under such circumstances are not eligible for rehire.

Work Hours and Time Records

The normal workweek consists of 37.5 hours. Core business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Some jobs may require other hours of service. In such cases, the immediate supervisor or Property Assessor will inform you of your work hours.

You will be responsible for completing a Knox County time sheet with your beginning and ending work times, including lunch. Even if you are classified as “exempt” (from overtime), completing your time sheet in full provides the most complete information to the person designated by the Knox County Property Assessor to maintain annual leave and sick leave.

Your supervisor or the person designated by the Knox County Property Assessor to maintain annual leave and sick leave will provide instructions as to the method required of your specific job.

Anyone who willfully falsifies a time record will be subject to immediate dismissal.



You will be subject to immediate dismissal if you willfully falsify your time record. The same consequence applies if you falsify, or interfere with, the time record of any other employee.

A workday may not be shortened by “working through” or reducing the lunch period on a voluntary basis, nor may you voluntarily begin work before or after your regularly scheduled hours for the purpose of increasing your compensated work time. Every adjustment to the work schedule requires approval from your immediate supervisor.

Canvassing or Solicitation

Non-employees are not permitted to solicit verbally or by distribution of written material to Knox County Property Assessor employees or the general public for commercial purposes during work hours in work areas.

Solicitations by Knox County employees made to other Knox County employees are permitted only in non-work areas and during non-work hours.

Non-work areas include lobbies, hallways, elevators, stairs, sidewalks, parking areas, patios, lunchrooms, or other areas not regularly scheduled for work activities. Non-work hours include before and after scheduled work hours, lunch periods, and approved breaks.

Knox County Property Assessor employees or outside charitable organizations who wish to solicit Knox County employees for charitable purposes or to schedule activities in Knox County offices, must submit a written request and must be approved by the Knox County Property Assessor.



If you wish to schedule activities in Knox County offices or solicit other employees for charitable purposes, first:

- *submit a request in writing to the Property Assessor (or the official in charge), and*
- *receive approval.*

Inclement Weather

Inclement Weather without Official Closing: Inclement weather usually does not warrant closing of the Knox County Property Assessor's Office. Absence due to inclement weather requires you to make a personal judgment pertaining to your safety in traveling to and from work. Loss of work time for this reason is charged to your accrued compensatory time or annual leave. If you have no compensatory time or annual leave, then the time is charged as leave without pay.

If you make the effort to report on time (i.e., you begin your commute on time) and are delayed in transit due to weather, you may not be required to use leave. The Property Assessor will determine if you must use accrued leave for late arrival.

Official Delays or Closings of Knox County Schools Due to Inclement Weather: In the event Knox County Schools is delayed or closed and there is no official delay or closing of Knox County Government and/or the Knox County Property Assessor's Office, employees of the Property Assessor shall have until 10:00 a.m. to report to work without being required to use leave for the loss of work time.

Official Delays or Closings of Knox County Government Due to Inclement Weather: The Knox County Property Assessor or the Knox County Mayor will decide if the Knox County Property Assessor's Office will be delayed or closed on normal work days during inclement weather. If the Knox County Government departments reporting to the Mayor are delayed or closed, then the Property Assessor's Office shall likewise be delayed or closed. The Property Assessor or his/her designee may also directly notify employees of closings.

If you have any question about an official closing, you should contact the Property Assessor or the Assessor's designee.

The Knox County Property Assessor will also determine whether certain "emergency service personnel" must report to work during inclement weather.

If employees are needed to assist with services, they will be contacted by a supervisor.

If you are not required to work during an official closing, you will receive administrative pay for your regularly scheduled working hours during the period of closing. This means you will be paid as if you had worked.

If you are among the emergency service personnel who must work, you will receive wages plus compensatory time for the hours actually worked.

If you are not scheduled to work during an inclement weather closing, you will not be paid for the closing.

If you are on annual, sick, or any other leave with pay during the declared times of closing, you will receive administrative leave with pay and will not have to charge that time to annual or sick leave.

Promotions, Transfers, and Reassignments

Promotions: Knox County Property Assessor continually strives to promote employees and fill job vacancies on an equal opportunity basis. Promotions are based on an objective evaluation of each vacancy and the candidates involved. When possible, Knox County Property Assessor will promote from within and will first consider employees with the necessary qualifications and skills, unless outside recruitment is deemed to be in the best interest of the County.

You may view job postings on the central job posting bulletin board outside the Human Resources Department, on various bulletin boards throughout the County system, on the telephone Job Line (215-2313), and on the Knox County website (www.knoxcounty.org/hr). Other local agencies may also receive notice of postings. Selected openings may be advertised in the local newspaper. The Property Assessor reserves the right to hire professional and staff personnel

directly without posting if it is in the best interest of the Department and the County.

Transfers and Reassignments: It is the policy of Knox County Property Assessor that it may, at its discretion, initiate or approve employee job transfers.

You may request a voluntary job transfer by applying for a posted open position. However, to be eligible for a voluntary transfer, you must be able to meet the requirements of the new position, must have satisfactory performance, must have held your current position for at least six months, and must have no adverse disciplinary actions during the same time period. The final approval is at the sole discretion of the Knox County Property Assessor.



If you want to transfer to another job within Knox County Property Assessor's Office, you should submit an application for the desired position. (It must be currently posted.) You must have held your current position at least six months, had satisfactory performance and discipline records during that time, and be qualified for the new position. Transfers are not automatic – you will compete with all other applicants for the vacant position.

Suspensions

The Property Assessor is the hiring authority and may suspend you without pay for matters of poor performance or inappropriate conduct **for a period of time not to exceed ten (10) working days in any three-month period.**

You may not take annual leave, sick leave, or compensatory leave (“comp time”) while on suspension.

Demotions

A demotion is an assignment to a job at a lesser basic pay rate. There are two kinds of demotions: (1) demotions for cause and (2) demotions due to a reduction in workforce.

Demotion for Cause: A demotion may be made for cause including, but not limited to, violations of rules, failure to perform job duties adequately, misconduct, or neglect of duty.

Demotion Due to Reduction in Force: If a demotion is based on a reduction in force, you will be given consideration, based on seniority and work performance record, for future openings in higher job classifications.

Dismissals / Terminations

All Knox County employees are employees at will. Any employee may be dismissed for no cause.

The following are guidelines for dismissals:

- Work in progress is not to be discussed outside of the office;
- Insubordination (refusal to follow supervisor's instructions);
- Endangering your own health or safety or the health or safety of other employees or citizens;
- Making fraudulent statements on employee applications or job records, including time sheets or time clock records;
- Absence from work without authorization or notification;
- Theft, vandalism, or willful destruction of County or employee property;
- Any violation of the County Alcohol and Drug Policy; or
- Any other infraction when dismissal is determined to be in the best interest of the County;
- Misconduct;
- Willful neglect of duties;
- Failure to perform job duties;
- Repeated tardiness or absence;
- Violation of departmental rules;
- Email abuse; and
- Internet abuse.

Any employee who receives three (3) documented warnings in a 12-month period is subject to dismissal as is the employee who receives repeated disciplinary actions for any reason.

Knox County Property Assessor is under no obligation to follow these steps in sequence or even to follow them at all. Knox County Property Assessor reserves the right to terminate anyone's employment immediately without warning.

Resignations

If you want to resign your position, you should notify the Knox County Property Assessor in writing no less than **ten (10)** calendar days before your expected termination date. Failure to provide such a notice will be recorded in your personnel file and may constitute grounds for “no-rehire.”

After you give notice, the Property Assessor can release you from the job in less than **ten (10)** calendar days provided that all state and federal legal requirements are met.



To resign your job, give a written notice to the Property Assessor. You must do this at least ten (10) calendar days before your last day of work.

Flextime Work Schedule

Flextime is a work schedule that allows employees to work hours that are not within the normal workweek. A flextime work schedule for full-time, non-exempt employees may be authorized by the Property Assessor upon the determination that staffing coverage is adequate and sufficient to meet the operating requirements of the Property Assessor. No flextime shall be approved requiring more than forty (40) hours of service in a workweek. The accrual of annual leave, sick leave and compensatory time shall be the same for employees working flextime as for those working a normal workweek as defined herein.

Safety

Knox County Property Assessor is concerned for your health and safety in the performance of your job. You must observe all safety rules.

Any workplace accidents, incidents, or injuries must be reported immediately to your direct supervisor and the Knox County Risk Management Department. You will also have to complete a written form and send it to Risk Management within forty-eight (48) hours. If you are injured and unable to report immediately, then you should report the incident as soon as possible. Your supervisor will also have to file a report.



You must report workplace accidents, incidents, or injuries to your direct supervisor as soon as possible. You will also have to complete a report and return it to the Knox County Risk Management Department.

The Knox County Risk Management Department also sponsors a Safety Committee with membership representing all areas of Knox County. This group meets monthly and advises both management and employees on matters of safety and health.

For additional information about any safety concern, please consult the “Safety Policies and Procedures” manual or the Knox County Risk Management Department.

Garnishments and Levies

In the event that garnishment or similar proceedings are instituted against an employee, Knox County Government will deduct the required amount from the employee’s paycheck.



If your wages are garnished, be sure that all correspondence to your employer is sent to:

*Knox County Payroll Department
Room 635 City-County Building
400 Main Street
Knoxville, TN 37902*

Alcohol and Drugs – Drug Free Workplace Policy

Knox County Property Assessor is committed to a safe working environment and to making adequate provisions for the safety and health of its employees at their place of employment. The County regards its personnel as individuals as well as employees and believes that alcoholism and drug addiction are illnesses and should be treated as such.

Knox County Property Assessor further believes that if you develop alcoholism or other drug addictions, you can be helped to recover and should be offered appropriate assistance. It is in the best interests of you and the Department and County that when alcoholism or drug addiction is present, it should be diagnosed and treated at the earliest possible date. Confidential treatment of the diagnosis and recovery process for alcoholism or drug addiction is essential.

Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. Knox County Property Assessor's Office and its employees share a commitment to create and maintain a drug-free workplace.

The full Drug and Alcohol policy is available from the Human Resources Department. Please call 215-2321 if you would like a copy.

This section offers a brief summary of that policy.

Pre-Employment Testing: All applicants considered for employment in safety-sensitive positions are required to submit to a urinalysis test for the detection of the illegal use of drugs. These positions are: lifeguard, laborer, light-equipment operator, heavy-equipment operator, equipment operator, mechanic, medical examiner, medical legal death investigator, autopsy technician, and all positions requiring a certified driver's license (CDL).

Employees on Duty or on County Property: You must not manufacture, distribute, dispense, possess, or use illegal drugs or drug paraphernalia, nor may you be under the influence of such drugs. Furthermore, you must not be under any degree of intoxication or odor from alcohol, or possess open alcoholic beverage containers while on duty, or on County property, or in attendance at County-approved functions.

Use of Prescription Drugs: You must not use or take prescription drugs above the level recommended by your prescribing physician and must not use prescribed drugs for purposes other than those for which they are intended.

Employees Convicted of a Criminal Drug Law: If you are convicted of any criminal drug law (including alcohol, prescription drugs, or over-the-counter drugs), you must notify your supervisor and the Knox County Property Assessor no later than five (5) days after the conviction. Within thirty (30) days after receiving notice of a conviction, the Property Assessor will take appropriate disciplinary action and/or refer the employee to an appropriate substance abuse rehabilitation program. Your failure to report the conviction within the time prescribed will lead to disciplinary action up to and including discharge.



A consequence of violating Knox County's Alcohol and Drug Policy may include automatic dismissal, meaning that the usual progressive discipline process is by-passed.

Reasonable Suspicion of Drug or Alcohol Use: Whenever a supervisor or the Knox County Property Assessor reasonably suspects that your work performance or on-the-job behavior may have been affected in any way by illegal drugs or alcohol or that you have otherwise violated the Knox County Government Drug-Free Workplace Substance Abuse Policy, you may be required to submit a breath and/or urine sample for drug and alcohol testing.

When a supervisor observes or is notified of behaviors or events that lead the supervisor to believe that an employee is in violation of the Drug-Free Workplace Substance Abuse Policy, the supervisor must notify the Knox County Property Assessor.

Refusal to Submit to Required Testing: If you are required to submit to drug/alcohol testing based upon reasonable suspicion and refuse, you may be charged with insubordination and necessary procedures may be taken to terminate your employment.

Leave Policies

Annual Leave / Vacation

If you work 18.5 hours or more per week on a regular basis (including during probation), you are eligible for annual leave. The following guidelines apply:

1. You may take annual leave anytime during the calendar year (with prior approval) January 1st through December 31st.
2. If you are involved in military training including the Tennessee State Militia, you will continue to earn leave while being paid.
3. You accrue leave based on a 37.5-hour workweek.

4. Your accrual rate increases at the beginning of each calendar year as shown on the table below.

Annual Leave Accrual Table

Years of Service	Maximum Accrued Hours per Year*
Less than 1	96
1	104
2	112
3	120
4	128
5	136
6	144
7	152
8	160
9-20	168
Over 20	192

*Based on a 37.5-hour workweek.

5. You may take annual leave in increments of quarter-hours. This means that the minimum amount of leave you can take is 15 minutes.
6. The number of accrued leave hours to be used for one day of leave is equal to the number of scheduled paid hours of work for that day of leave. For example, if you work four 10 hour days per workweek, you must use 10 hours of annual leave to have the entire day off. If you work 7.5 hours per day, then 7.5 is the number of hours of annual leave you must use to equal one day.
7. You may take annual leave in the year you earned it, or you may carry it over for use in later years. However, there is a limit to the amount of annual leave you may accrue. Those limits are:

Years of Service	Maximum Accrued Hours
1 - 8	288
9 - 20	312
Over 20	336

8. If you earn annual leave in excess of the maximum amount listed on the table, it will be transferred to your sick leave account at the beginning of the calendar year.
9. When you terminate employment, you are entitled to payment for any unused annual leave that has accrued. Payment is based on the rate of

compensation received at the time of termination. Vacation checks are computed on the regular payroll day and are available at the normal time and place. No checks are issued in advance.

Certain amounts paid for unused accrued annual leave when you terminate or retire are treated as compensation for Knox County Retirement System purposes. These amounts are subject to 6% mandatory employee contribution, and 457(b) deferred compensation plan and MERP employee contributions, if applicable. These amounts are also counted for purposes of computing the County match contributions to the Asset Accumulation Plan and MERP and for Closed DB benefit purposes.

For Retirement System purposes, the maximum amount of your payment for unused accrued annual leave that can be counted is:

For termination or retirement on or before July 1, 2017, (i) your maximum amount listed on the table as of your last employment anniversary date prior to July 1, 2016, plus (ii) any unused annual leave you accrued since that anniversary.

For termination or retirement after July 1, 2017, your maximum amount listed on the table as of the immediately preceding June 30.

Regardless of the Retirement System limits, annual leave accrued above the maximum limit will be paid to you without withholding for Retirement System employee contributions.

Annual Leave Scheduling

You may take your annual leave at any time of the year as long as you have accumulated the time and the needs of the department are met.

You must follow the procedures in place to inform the Property Assessor's Office of your intent to take annual leave.

Sick Leave Accrual

If you work 18.5 hours or more per week on a regular basis, you are eligible for paid sick leave for authorized absences as defined in this sick leave section.

The amount of sick leave you earn is based on a 40-hour workweek. Employees earn 96.2 hours of sick leave per year.

No. of Paid Hours Per Pay Period	Accrual Factor	Hours of Earned Sick Leave Per Pay Period	Hours of Earned Sick Leave Per Year
<u>37</u>	.0462	1.71	<u>44.5</u>
<u>64</u>	.0462	<u>2.96</u>	<u>77.0</u>
<u>75</u>	.0462	<u>3.47</u>	<u>90.2</u>
<u>80</u>	.0462	<u>3.70</u>	<u>96.2</u>

There is no “cap” or maximum for the amount of sick leave you can accrue.

You may not convert unused sick leave into cash, personal holidays, or annual leave. In addition, unused days of accumulated sick leave are not paid when employment terminates, except as provided herein for the payment of unused accumulated sick leave for retiring Knox County Property Assessor employees. However, if you return to employment at Knox County within one year after resigning, your sick leave balance and annual leave accrual rate may be restored. If you received payment for sick leave, however, restoring your sick leave balance would be subject to repayment to Knox County for such leave.

Payment of Unused Accumulated Sick Leave

Retiring Knox County Property Assessor full time employees shall be eligible to receive a payment for unused accumulated sick leave in accordance with the following set forth below.

Retiring Knox County Property Assessor full time (40hrs / 37.5hrs) employees shall be eligible to receive a payment for unused accumulated sick leave at a rate of \$100.00 per eight or seven and one-half hours (8hrs / 7.5hrs) of accumulated sick leave up to a maximum of ten thousand dollars (\$10,000) in accordance with the following:

- The employee shall retire from Knox County Government, and
- Retirement eligibility shall be based on the policies of the County Retirement and Pension Board, and
- Employee shall provide a sixty (60) day notice.

If less than sixty (60) days’ notice is given, unused accumulated sick leave shall be paid at a rate of \$60.00 per eight or seven and one-half hours (8hrs / 7.5hrs) of accumulated sick leave up to a maximum of six thousand dollars (\$6,000).

If an employee was eligible for retirement under the policies of the Knox County Retirement and Pension Board at the time of death, the beneficiary, as listed on

the employee's designation of beneficiary for wages form, shall receive up to the maximum payment as provided for employees who give a sixty (60) day written notice, for the deceased employee's unused accumulated sick leave.

Payments for unused accumulated sick leave shall be processed after the retirement by the Knox County Retirement and Pension Board. Payments are subject to taxes and withholding.

Sick Leave Notification and Approval

To be eligible for sick leave with pay, you must give the Property Assessor's Office as much advance notice of an absence as possible. You must notify the Property Assessor's Office on each day of absence. Exemption from this notice requirement may be approved by the Knox County Property Assessor due to extenuating circumstances (such as sick leave required due to trauma or accidents that prevent notification in a timely manner).

Sick Leave for Employee Illness or Injury

You may use paid sick leave for authorized absences due to your own illness or injury. If you are absent for less than three (3) consecutive working days, the Property Assessor may or may not require that you provide a healthcare provider's statement.

To be eligible for sick leave with pay during a continuous period of more than three (3) working days, you must, upon request of the Property Assessor, provide a healthcare provider's statement showing the cause or nature of the illness or injury and expected date of return to work, or some written statement of the facts concerning the illness or injury which is acceptable to the Property Assessor.



Upon request, you must provide the Property Assessor with a statement from a health care provider if you are absent for more than 3 consecutive days due to illness or injury. The Property Assessor may decide to accept some other form of written statement.

If you are out on sick leave for more than three (3) consecutive working days and qualify for protection under the Family and Medical Leave Act (FMLA), the Property Assessor is responsible for notifying you and ensuring that all FMLA guidelines are followed.

Sick Leave for Family Illness or Injury

You may use accrued sick leave in any calendar year to attend to, or provide care for, certain family members who are ill or injured.

Those family members include your:

- Spouse
- Parent
- Son or daughter
- Brother or sister
- Grandparent
- Grandchild
- Step-relatives of the above categories
- In-laws of the above categories
- Any person actually residing in your household

This list is broader than the list of relatives covered in FMLA.

If you have been out on sick leave for more than three (3) consecutive days due to a family illness that qualifies for protection under FMLA, the Property Assessor is responsible for notifying you and ensuring that all FMLA guidelines are followed.



You must provide your supervisor with a statement from a health care provider if you are absent for more than 3 consecutive days due to illness or injury of a family member listed in this section.

In all cases of absence for more than three (3) consecutive days because of family illness (whether FMLA or not), you must, upon request of the Property Assessor, provide a healthcare provider's statement certifying that you are needed to provide care for the family member.

Sick Leave for Medical Appointments

You may use your accrued sick leave for medical appointments such as doctor, dental, or optical appointments, or for assessments or treatment prescribed by your healthcare provider. This includes medical appointments for your family members as described in the previous section on "Sick Leave for Family Illness."

The amount of sick leave used is the total of the appointment duration and reasonable travel, unless treatment necessitates recovery time. Routine or preventive appointments typically do not require a recovery period.

Sick Leave for School Conferences

You may use your accrued sick leave up to eight (7.5) hours per calendar year for teacher/advising conferences (not class attendance). This may be used for yourself, your children, or any other person for whom you have responsibility. For example, if your nephew or grandchild lives with you, you may use sick leave for his or her school appointments up to the limit of eight hours per year.

Any additional time required for educational needs would be charged to annual leave or compensatory time.

Sick Leave Accounting

Sick leave may be taken in increments of quarter-hours (15 minutes). You may consider authorized days off for sick leave as time worked for calculating weekly overtime compensation.

Sick Leave Summary

You may use your accrued Sick Leave for:



- *Your own illness or injury*
- *Family illness or injury (specified family members only)*
- *Medical appointments for self or family*
- *School conferences (7.5-hour limit per year)*
- *Death of persons not in your immediate family*

Bereavement Leave / Funeral Leave

Death of an immediate family member: You are entitled to a period of bereavement up to three (3) consecutive work days at regular pay (not including overtime) with no deduction from your leave balances due to the death of any of the persons in your family: This includes family members as described in the previous section on “Sick Leave for Family Illness or Injury.”

In addition, you may use up to two (2) additional consecutive days of leave, totaling five (5) days of leave. These two (2) additional days will be deducted from your sick leave balance. If no sick leave remains, you must use compensatory time or take annual leave. If no annual leave remains, you must take unpaid leave.

The Knox County Property Assessor will make the final decision on the number of approved days for bereavement leave based on factors such as required travel and level of involvement in funeral arrangements. Other factors may also be considered.

Any bereavement period that is expected to go over the five (5) day limit requires approval from the Knox County Property Assessor and you must use your annual time.



At the death of any family member listed above, you may have up to 3 consecutive days off work for the funeral or bereavement and will receive your regular pay. Up to 2 additional consecutive days, if used, will be taken from your sick leave.

Death of any other person: You may use up to three (3) consecutive work days of accrued leave for the bereavement of other persons not listed above. This leave will be deducted from your sick leave balance. If no sick leave remains, you must use compensatory time or take annual leave. If no annual leave remains, you must take unpaid leave. As stated above, the Property Assessor will make the final decision on the number of days approved for this leave.

The Property Assessor must approve any bereavement period that is expected to exceed the three (3) day limit and you must use annual leave for those additional days.



If you want to attend the funeral or observe a period of bereavement at the death of any person not listed in the immediate family section, you must use time from your leave balance.

Leave of Absence

If you exhaust all your earned annual and sick leave and still need time off for personal or health reasons, you may apply for a leave of absence for a period of up to three (3) months if you are a full-time employee. The request for leave must be given to the Knox County Property Assessor at least thirty (30) days prior to the start of the requested leave unless the leave is an emergency.



To request a leave of absence, submit a written request to the Property Assessor at least 30 days in advance, unless the leave is an emergency. State the reason for the leave, date you want it to begin, and date you expect to return to work.

Regardless of the reason for the leave, it is essential that the following departments be notified to ensure that benefits are properly administered:

- Human Resources Department
- Retirement and Pension Board
- FMLA Coordinator
- Payroll Department

Your supervisor (or Knox County Property Assessor) may or may not approve your request for a leave of absence. The decision is at his/her discretion, unless the leave qualifies under the Family Medical Leave Act or the Tennessee Maternity/Paternity Leave Act. Some of the matters considered in approving the request are your length of service, employment record, and the reason for the absence.

While you might originally request a leave of absence for a period of three (3) months, it is possible that extensions may be granted. However, the total leave and extensions for any one cause cannot exceed one (1) year.

You do not accrue sick and annual leave while on an approved leave of absence.

You must notify the Property Assessor of the anticipated date of your return to work prior to that date. The Property Assessor is responsible for immediately notifying the Human Resources Department, the Retirement and Pension Board, the FMLA Administrator, and the Payroll Department.

When you return from a leave of absence, you will be placed in your previous position or a similar position, if available. If the same or similar position is not available, you will receive preference for employment in any available position for which you are qualified.

If you fail to return to work at the conclusion of your leave of absence, you will be terminated from employment. If you are unable to return to work, you are responsible for requesting an extension (in advance) from your supervisor or the Knox County Property Assessor.

There may be changes in your employee benefits during a leave of absence. Please contact Human Resources to determine what changes you may experience.

Family Medical Leave Act (FMLA)

Knox County offers leave under the Family Medical Leave Act (FMLA) for eligible employees.

Eligibility: If you have been employed for at least one year and worked a minimum of 1,250 hours in the preceding twelve (12) months, you are eligible to take up to twelve (12) weeks of unpaid leave annually when the absence is necessitated by any of the following circumstances:

- the birth or placement for adoption or foster care of a son or daughter;
- your own serious health condition that prevents you from performing the essential functions of your job;
- the serious health conditions of a son or daughter, parent, or spouse if you are needed to help provide care;
- the care of a family member injured in military service; or
- a qualifying need requiring prompt action related to your own or a family member's military call-up or service. An example would be making arrangements for dependent childcare prior to deployment.

Certification: If you request leave for your own serious health condition, or to care for the serious condition of a son or daughter, parent, or spouse, you may be required to provide Knox County with certification by a treating healthcare provider. Healthcare Provider Certification Forms are available from the Human Resources Department.



You must provide certification from your treating healthcare provider when you request leave for your own serious health condition, and you may need a modified statement if your request is to care for another family member.

Measuring: Knox County has chosen the “measured forward” method that entitles you to 12 weeks of leave during the year beginning on the first date the FMLA leave is taken after the previous 12-month period ends.

Example: The 12-month period begins September 5, 2012 if that is the first day of FMLA leave. If you exhaust all of your FMLA leave, the next date when you could again take FMLA leave would be September 5, 2013.

Intermittent or Reduced Schedule Leave: FMLA leave can be taken on an intermittent or reduced schedule basis under certain circumstances. You may request intermittent or reduced schedule leave for the following reasons:

- When medically necessary to care for a seriously ill family member, or because of your own serious health condition.
- For the birth or placement of a child for adoption or foster care. Intermittent or reduced schedule leave shall not exceed 12 weeks combined if both spouses are employed by the County.

Only the amount of leave actually taken while on intermittent/reduced schedule leave may be charged as FMLA leave. If you need intermittent/reduced schedule leave for planned medical treatment, you must work with your supervisor to schedule the leave so it does not unduly disrupt the department's operations, subject to the approval of your healthcare provider.



If you need to be off work occasionally for medical reasons, you must work with your supervisor to arrange a schedule that does not unduly disrupt the department's work – but, it has to also have the approval of your healthcare provider.

The Property Assessor may, in his sole discretion, temporarily transfer an employee on intermittent leave to an alternative job with equivalent pay and benefits that accommodates recurring periods of leave better than the employee's regular job.

Serious Health Condition: "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility; or
- a period of incapacity requiring absence of more than three calendar days from work that also involves continuing treatment by (or under the supervision of) a healthcare provider; or
- any period of incapacity due to pregnancy, or for prenatal care; or
- any period of incapacity (or resulting treatment) due to a chronic serious health condition (e.g. asthma, diabetes, epilepsy, etc.); or

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- a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke, terminal diseases, dialysis, etc.), or,
 - any absences to receive multiple treatments (including any period of recovery) by, or on referral by, a healthcare provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated (e.g., chemotherapy, physical therapy, dialysis, etc.).

Health Insurance Premiums: During FMLA leave the County will continue to pay its portion of the health insurance premiums. You must continue to pay the portion which is your obligation. Please contact the Benefits Department if you need additional information.



While on FMLA leave, you must continue to pay your portion of your health insurance premiums.

If you do not return to work at the end of FMLA leave, you will be required to reimburse the County for payment of health insurance premiums, unless you do not return because of the presence of a serious health condition which prevents you from performing your job or circumstances beyond the your control. You may then choose to elect COBRA coverage. Sufficient notice will be given to you at the end of FMLA when and if this event occurs.

You will be responsible for any other elected contributions while out on FMLA.

Accrued Leave: You are required to use your available vacation time during FMLA leave, and available sick days will be used when family leave is taken because of serious health conditions. Accrued leave and FMLA leave are used at the same time – you do not take your accrued leave first and then take FMLA.



When your circumstance qualifies for FMLA, you may not first use your accrued leave and then start FMLA leave. These two types of leave run concurrently – you are required to use them at the same time.

That portion of the family leave of absence which is vacation time and/or sick days will be with pay according to the County's policies regarding vacation time and sick days.

During FMLA leave, you will not accrue employment benefits, such as vacation pay, sick pay, pension, etc. Employment benefits accrued up to the day on which the family leave of absence begins will not be lost.

Return to Work: If you return to work from FMLA leave before or on the business day following the expiration of the twelve (12) weeks, you are entitled to return to your job or an equivalent position without loss of benefits or pay.

Applications: Applications for FMLA leave must be submitted in writing. Applications should be submitted at least thirty (30) days before the leave is to start, or as soon as possible if leave is not foreseeable. You should provide the County with an appropriate medical certification when you request FMLA.

When you are on leave, you must report your status at least every thirty (30) days to the Property Assessor (if you are medically able to do so) and indicate when you intend to return to work. Appropriate forms must be submitted to Human Resources to initiate family leave or to return the employee to active status.

Extensions: Family and medical leave is available only for up to twelve (12) weeks under the FMLA, unless you contact the Property Assessor and obtain special approval for an extended leave of absence due to special circumstances. The Property Assessor, if necessary, will consult with the Human Resources department about the approval. An eligible employee who is caring for a covered military service member may be entitled to up to twenty-six (26) weeks of FMLA leave during a twelve (12) month period.

Any extensions must be requested, whenever possible, two weeks in advance of your scheduled return date. The Knox County Property Assessor reserves the right to grant or deny such extensions in whole or part in accordance with state and federal law.

Maternity / Paternity Leave

Maternity/paternity leave is granted to employees for a maximum of sixteen (16) weeks, with the first twelve (12) weeks of leave falling under the Family Medical Leave Act (FMLA) and the remaining four (4) weeks as maternity/paternity leave. You must be employed full-time for at least twelve (12) months to receive maternity/paternity leave.

This leave covers both men and women and includes adoption.

You must provide at least four to six (4-6) weeks advance notice of your anticipated date of departure, except in those cases where medical emergency prevents this notice, and state the length of your requested leave and your intention to return to fulltime employment after the leave.

You are required to use your accrued leave (annual, sick, comp) during maternity/paternity leave. Accrued leave and maternity/paternity leave are used at

the same time – you do not take your accrued leave first and then take maternity/paternity leave.

The purpose of this leave is to provide time off for pregnancy, childbirth, nursing, and/or bonding with the infant. If the County finds that you pursued other employment opportunities or worked part-time or full-time for another employer during the period of maternity/paternity leave, then the County does not have to reinstate you at the end of your leave period.



Notify the Property Assessor at least 4-6 weeks in advance of your anticipated date of departure for maternity/paternity leave.

Breast Milk Expressing

Nursing mothers can take up to two paid breaks (20 minutes each) per day to express breast milk for her nursing child for up to eighteen (18) months after the child's birth. The supervisor should work with the employee to schedule break time that reasonably accommodates both the mother's needs and her work responsibilities. The supervisor is responsible to help the mother identify a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public which may be used to express milk.

Military Leave

If you are a member of the United States Army, Navy, Marine Corps, Air Force, Coast Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, Coast Guard Reserve, Army National Guard, Air National Guard, the Tennessee State Militia or the commissioned corps of the Public Health Service, you are eligible for military leave for active duty training, inactive duty training, full-time National Guard duty, or absence to determine your fitness to serve in the Armed Forces.

There is not a waiting period to be eligible for military leave. This applies to both probationary and non-probationary employees. As a result of your membership in any of the named military reserve organizations, you are allowed to receive up to **thirty (30)** working days per calendar year of paid military leave when you are absent from work because of performance of duty or training in the military reserve. You will receive your regular salary during this leave period.

You must provide copies of military orders when requesting such leave. If you are requesting more than ten (10) days off, you must make the request in writing no less than two (2) weeks in advance.



You must give at least 2 weeks written notice when you need leave for military duty that lasts more than 10 working days.

If you are a member of any reserve component of the armed forces of the United States or Tennessee National Guard or the Tennessee State Militia, you are entitled to a leave of absence for all periods of military service for duty or training which are under competent orders. If your leave for military service is 181 days or more, you must reapply with the County within ninety (90) days of completion of the service.

Jury Duty or Court Appearance

When you must miss work due to jury or witness duty, you will be excused from your job. Notice must be given to your direct supervisor or the Knox County Property Assessor.

Witness duty must pertain to job-related business for excused absence with regular pay. This also includes if subpoenaed to court on non-work related issues.

If you are paid your regular salary, you are required to turn in to the Payroll Department, and inform the Knox County Property Assessor of, any pay you receive from the courts for jury duty. This does not include witness fees and expenses paid from other sources.

On any day during jury or witness duty that you serve less than three (3) hours, you are expected to return to work immediately.



Notify your supervisor and the Property Assessor if you must appear for jury or witness duty. Witness duty must be job-related in order to receive your regular pay.

Voting Leave / Elections

In accordance with Tennessee State Law, if you are entitled to vote in an election held in this state, you may be absent from work on the day of the election for a reasonable amount of time, not to exceed three (3) hours.

If your shift begins three (3) or more hours after the opening of the polls or ends three (3) or more hours before the polls close in the county in which you live, this leave does not apply to you.

If you need to take leave for voting, the leave must be arranged with your direct supervisor or the Property Assessor. Your supervisor or the Property Assessor may select the hours during which you may be absent for voting.

Holidays

Knox County observes the holidays listed below. You are eligible to be paid for these holidays if you work at least 18.5 hours per week on a regular basis. The County Mayor may announce any additional holidays. Offices may be closed without further notice on the following days:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. President's Day
4. Spring Holiday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Winter Holiday (a two-day holiday, the 25th of December and one other day to be announced annually by the County Mayor).

If a holiday falls on a Saturday or Sunday, the County Mayor will determine the day to be taken.

If you are eligible for holidays, you will receive pay for each holiday – whether or not you are scheduled to work on those dates. The amount of pay is prorated to the number of hours you work each week, not the hours on the date of the holiday closing. This means you will receive the same amount of pay for each holiday.

The amount of paid holiday credit you receive is based on a 37.5-hour normal workweek. For a 37.5-hour normal workweek, you will receive 7.50 hours of paid holiday credit.

If the holiday falls on a day when you are scheduled to work fewer hours than the holiday credit hours you receive, you will need to take the remaining hours on another day within the same pay period.

If the holiday falls on a day when you are scheduled to work more hours than the holiday credit you will receive, you need to “make up” those hours. You may either work the additional hours on another day in the same pay period, or you may choose to use annual leave or compensatory time for those hours.

You will need to arrange any schedule changes with the Property Assessor and receive advance approval.

If you wish to observe a religious holiday, contact your supervisor to make arrangements. Annual leave will be used for time off taken for religious holidays. If you have no accrued annual leave, you must use available compensatory time, sick leave, or leave without pay, in that order.

Hours in the Regularly-Scheduled Work Week Hours per Week	Holiday Credit
40	8.00
39	7.75
38	7.50
37	7.50
36	7.25
35	7.00
34	6.75
33	6.50
32	6.50
31	6.25
30	6.00
29	5.75
28	5.50
27	5.50
26	5.25
25	5.00
24	4.75
23	4.50
22	4.50
21	4.25

	20	4.00	
	19	3.75	
	18.5	3.75	

You will need to arrange any schedule changes with your supervisor and receive advance approval.

DIVISION II

BENEFITS

Employee Benefits

Benefits Eligibility

You are eligible for benefits when you work a minimum of thirty (30) hours per week. Temporary employees, seasonal employees, and interns are not eligible for benefits. These benefits include: medical coverage, dental coverage, vision coverage, and flexible benefit options.

If your hours drop below thirty (30) hours per week on a regular basis you will lose eligibility for health insurance and you and all covered dependents will be offered COBRA.

You are responsible to list only dependents who are eligible for coverage as defined by the plan rules. If a covered dependent becomes ineligible based on the plan rules, it is your responsibility to notify Human Resources immediately. You must notify Human Resources of any changes in status within thirty (30) days of the status change. This includes: dependent status change, address changes, divorce, marriage, birth, adoption, reduction in work hours, or any other change that could affect benefit plan eligibility.



To add or delete dependents from you insurance, you must notify Human Resources within 30 days of the qualifying event.

Benefits Effective and Termination Dates

Knox County Benefits Staff will determine the effective date of coverage. Typically, it is the first of the calendar month following thirty (30) days of continuous employment. For example, if you were hired on January 18 your coverage would go into effect March 1. This means deductions would not start until March 1.

Generally, benefits end the last day of the month in which you actively work. If you do not receive paychecks to cover the entire month (and have premiums deducted), you may be required to submit a personal check to cover your portion of benefit costs.

Medical Coverage

You must enroll for coverage within thirty (30) days of employment or an eligible qualifying event, or during an announced Open Enrollment period. Temporary employees, seasonal employees, and interns are not eligible for medical coverage. Complete benefit packets are provided at new hire orientation. Additional packets may be obtained by contacting Knox County Human Resources.

Knox County offers a selection of medical insurance products with various types of coverage. Each plan is priced for individual and dependent coverage. Although the County pays a significant portion of your insurance premiums, you are responsible for the employee portion.

Information about current medical plans and premiums is available from Human Resources.

Dental and Vision Coverage

You must sign up for coverage within thirty (30) days of either the start of employment or an eligible qualifying even, or during an announced Open Enrollment period. Temporary employees, seasonal employees, and interns are not eligible for dental or vision coverage. Complete benefit packets are provided at new hire orientation. Additional packets may be obtained by contacting Knox County Human Resources.

Identification Cards

If you enroll in medical or dental benefits, identification cards will be mailed to your home address. Identification cards may not be provided for vision coverage.

Annual Enrollment / Transfer Period

Health plans, benefit designs, eligibility rules, and premiums are subject to change each plan year based on the previous year's claims experience. Announcements concerning changes for the upcoming plan year are made during annual enrollment/transfer period each fall. You are responsible for reviewing your informational notices about the benefits for the upcoming year.

Human Resources conducts help sessions at various locations to accommodate those needing assistance and information regarding benefit changes. Typically, the enrollment/change period is from October 15 until November 15. It is your responsibility to stay informed of benefit changes.



You are responsible for reviewing your informational notices about benefits for the upcoming year. Failure to do so may result in no coverage for the new year.

Benefit Premiums / Payroll Deductions

You are responsible to review your paycheck to ensure the appropriate benefit deductions have been taken. Deductions from your paycheck will begin with the first check in the month in which your coverage starts. Your medical, dental, and vision deductions will be taken out of 26 pay periods per year.



You are responsible to review your paycheck to ensure the appropriate benefit deductions have been taken.

If you miss a paycheck due to work absence or unpaid time, you are responsible to contact Human Resources at 215-2321 to make payment arrangements.



Contact Human Resources to make payment arrangements for insurance premiums if you miss a paycheck because of absence.

COBRA

If you lose coverage due to a termination of employment, a reduction in work hours, or other qualifying event, you and your covered dependents may be eligible to continue coverage through COBRA.

For a full explanation of COBRA terms and eligibility, contact Human Resources or refer to the “General COBRA Notice” received at time of enrollment.

Employee Assistance Program

Knox County Property Assessor is very much concerned with the physical and emotional well-being of its employees and their families.

The Employee Assistance Program (EAP) provides free and confidential counseling and information to employees and their immediate families who are dealing with difficult issues.

If you have questions about EAP or would like more information regarding any of the programs, contact the Human Resources Department at 215-2321.

Flexible Spending Accounts

Flexible spending accounts allow an employee’s medical out-of-pocket expenses and dependent care expenses to be paid with “before tax” dollars. Knox County offers a benefit option that utilizes a debit-type card to access your plan dollars.

If you elect this benefit, you choose a dollar level based on your individual or family needs and a portion of this amount is deducted from each paycheck. There are minimum and maximum deduction limits in this benefit.

You do not have to be enrolled in Knox County’s medical plan in order to participate in a flexible spending account.

You may enroll during the annual enrollment/transfer period. Re-enrollment is required each year to continue participation.

Change in Status

You are required to report personal changes and/or changes in work status to the Knox County Property Assessor and Human Resources within thirty (30) days of any status change. This includes:

- dependent status change,
- address changes,
- divorce,
- marriage,
- birth/adoption,
- reduction in work hours, or
- any other change that could affect benefit plan eligibility.



You must report personal changes and/or changes in work status to the Property Assessor and Human Resources within 30 days of the change.

Documentation may be required to make benefit changes.

Supplemental Benefits

Knox County offers supplemental voluntary benefits such as:

- additional life insurance,
- dependent life insurance,
- short-term disability, and
- other voluntary products.

These additional benefit options can be administered through payroll deduction.

Supplemental benefits are subject to change without notice. For more information, contact Human Resources at 215-2321.

Workers' Compensation

You are protected under the State of Tennessee's Workers' Compensation Law for injuries and occupational diseases that result primarily "out of and in the

course of employment.” This includes injuries that take place when you are performing tasks you were hired to perform at times and in places where you were hired to work.

If you experience an on-the-job injury or illness you are required to:

- Report the incident to your supervisor.
- Provide written notification of your injury within 48 hours.
- Complete a TN 1st Report of Injury. It is your responsibility to send it to the Knox County Risk Management Office.
- Choose a physician from the listed panel of primary physicians. Risk Management and/or the Knox County Law Department – Workers’ Compensation Division will schedule your initial appointment for you.
- Keep all appointments with physicians as scheduled or notify the Knox County Law Department – Workers’ Compensation Division in order to have the appointment rescheduled for you.
- The Knox County Law Department – Workers’ Compensation Division must approve all physicians and appointments.
- Be aware that Knox County has a temporary duty (light duty) program for all employees. If Knox County can accommodate your restrictions, you will be required to return to work under the modified duties.
- Notify the Knox County Law Department – Workers’ Compensation Division and your supervisor if the physician tells you not to return to work, to work with restrictions, and when he/she releases you to full duty.
- Give your supervisor a copy of Return to Work forms you receive from the physician.



The Knox County Law Department – Workers’ Compensation Division must approve all physicians and appointments related to Workers’ Compensation.

If you require emergency medical treatment, if feasible, please attempt to notify your supervisor and/or the Knox County Law Department – Workers’ Compensation Division. You should use the emergency room at any nearby hospital. Only one visit to the emergency room will be covered by Workers’ Compensation. Notification to the Knox County Law Department – Workers’ Compensation Division should be made immediately.

If there is a follow-up appointment required after the initial visit to the emergency room, you must choose from the panel of primary physicians. The Knox County Law Department – Workers’ Compensation Division will schedule this appointment for you. You are not authorized to return to the emergency room for follow-up treatment (i.e., removal of stitches, change of injury dressings, etc.).



Only one visit to the emergency room will be covered by Workers' Compensation. All follow-up appointments must be handled by a physician chosen from the panel of primary physicians and scheduled by the Knox County Law Department – Workers' Compensation Division.

Knox County has contracted with a pharmacy benefit manager to provide medications for work-related injuries. Prescriptions must be filled at participating network pharmacies and be approved by the Knox County Law Department – Workers' Compensation Division. Knox County will not approve prescriptions by non-authorized physicians.

Knox County will pay reasonable and necessary costs related to your on-the-job injury as long as the proper procedures are followed.

If your authorized treating physician releases you to return to work with specific temporary restrictions (i.e., light duty) and Knox County can provide a job within the recommended restrictions, you must return to work and attempt the light duty.



You must return to work and attempt light duty if authorized by your treating physician. Failure to report for light duty may result in termination of disability benefits.

Your authorized physician determines what light duty work is appropriate. If clarification of light duty restrictions is needed, you should contact the Knox County Law Department – Workers' Compensation Division. Failure to report for light duty may result in termination of disability benefits. You may qualify for benefits if Knox County cannot provide a job within the restrictions given by the authorized physician.

Medical bills and temporary benefits will not be paid until the Knox County Law Department – Workers' Compensation Division has received the appropriate forms and approved your claim.

After your claim has been received by the Knox County Law Department – Workers' Compensation Division, it will be reviewed to determine whether it is approved. You will be notified if a problem arises in the decision process.

The Knox County Law Department – Workers' Compensation Division has final authority to determine if a claim is accepted as a Workers' Comp injury or is rejected and should be applied to your medical insurance.

The goal is to process Workers' Compensation claims as quickly and as fairly as possible while providing you with the best medical care possible. The length of time required for approval will vary for each claim.

If you have questions regarding a Workers' Compensation issue, please contact the Knox County Law Department – Workers' Compensation Division at 215-4573.

DIVISION III

GENERAL PROVISIONS

General Provisions

Code of Ethics

It is the policy of Knox County Property Assessor to uphold, promote, and demand the highest standards of ethics from all employees within the Knox County Property Assessor's Office. Accordingly, all employees of the Knox County Property Assessor's Office shall maintain the utmost standards of personal integrity, truthfulness, honesty, and fairness in carrying out their public duties; avoid any improprieties in their roles as public servants; and never use their county position or powers for improper personal gain.

Ethical Conduct

You are required to maintain the highest ethical standards in the conduct of your official duties. This also applies to non-work situations when you identify yourself as a County employee (i.e., wearing a County identification badge, distributing a County business card, wearing a County uniform, driving a County vehicle, etc.). In order to fulfill this requirement, the following points are made:

- Personal characteristics such as honesty, courtesy, dependability, sobriety, industry, and use of sound judgment are required for all employees in all classes of work in County government.
- There shall be no activity which is in conflict with the interest of your official duties.
- You cannot use your position with the County for private interest.

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- Suspected ethics violations may be reported to the Ethics Committee. No one should try to stop you from reporting violations. Retaliation against a person filing such a report is prohibited.

Conflict of Interest

Employment with Knox County Property Assessor's Office is a public trust. You must not have any financial interest in, or receive any financial benefit from, any acquisition or expenditure related to County activities that interferes or conflicts with the full discharge of your duties.

Political Activity

You may join or affiliate with civic organizations of a partisan or a political nature, may attend political meetings, and may advocate and support the principles or policies of civic or political organizations in accordance with the Constitution and laws of the State of Tennessee and in accordance with the Constitution and the laws of the United States of America.

However, you may not:

1. Engage in any political activity while on duty;
2. Use official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office;
3. Be required as a duty of employment or as a condition of employment, promotion, or tenure of office to contribute funds for political or partisan purposes;
4. Coerce or compel contributions for political or partisan purposes from another employee of the County; or
5. Use any supplies or equipment of the County for political or partisan purposes.

Secondary Employment

You shall not engage in any outside employment which adversely affects your work performance as an employee of the County or creates a conflict of interest.

If you engage in other employment, you must notify the Property Assessor. If the Property Assessor believes there may be a potential incompatibility between the outside employment and County employment due to either the number of work hours or nature of work or scheduling requirements, he/she shall submit appropriate recommendations to the employee. The final decision regarding outside employment will be made by the Knox County Property Assessor.

You shall at all times give first priority to the performance of your Knox County Property Assessor job. County work schedules will not be adjusted to accommodate non-County work schedules.

Nepotism

No employee of Knox County shall advocate, recommend, supervise, manage or cause the employment, appointment, promotion, transfer, or advancement of his or her relative to an office or position of employment within the Knox County Government.

Violations occurring as a result of marriage, living arrangement, promotion, or reorganization shall be resolved by transfer to another department or resignation/termination to eliminate the violation.

For the purpose of this policy, “relative” means parent, step-parent, foster parent, parent-in-law, child, spouse, brother, brother-in-law, foster brother, step-brother, sister, sister-in-law, foster sister, step-sister, grandparent, son-in-law, daughter-in-law, grandchild, or other person who resides in the same household. A court-appointed legal guardian or an individual who has acted as a parent substitute meets this definition.

For the purpose of this policy, “department” means the Knox County Property Assessor’s Office.

County Equipment

County equipment, materials, vehicles, and/or other resources assigned to you shall be used with care and economy, and shall be used only for County purposes. Waste or misuse of County resources may result in disciplinary action, up to and including discharge.

Reporting Illegal, Improper, Wasteful, or Fraudulent Activity

Any employee having direct or indirect knowledge of any suspected illegal, improper, wasteful, or fraudulent activity, or any violation of the Knox Property Assessor Handbook has an absolute, unqualified duty to immediately report such activities to his/her supervisor, the Knox County Property Assessor, or the Knox County Human Resources Director. Failure to do so may lead to disciplinary action up to and including termination from employment with Knox County.

Gifts and Contributions

You may not solicit or accept, either directly or indirectly, for yourself or for any member of your household, any gift, gratuity, service, favor, entertainment, lodging, transportation, loan, loan guarantee, or anything of monetary value from any person who:

- has, or is seeking to obtain, contractual or other business or financial relations with the department or agency of Knox County by which you are employed; or
- conducts operations or activities that are regulated by the Knox County Property Assessor's Office or clients of Knox County Property Assessor to whom you serve; or
- has interests that may be substantially affected by the performance or nonperformance of your official duties.

Exceptions

The prohibitions on accepting gifts, entertainment, and favors do not apply to:

- Meals: You may accept meals at luncheon, dinner, and business organization meetings as long as each meal does not exceed \$35. Favors that are provided at the event may be accepted if they are of nominal value.
- Family members or friends of long standing: There is no prohibition if the circumstances make it clear that it is the relationship, rather than the business or the persons concerned, which is the motivating factor and where the value of the gift, entertainment, or favor is appropriate to the circumstance and consistent with the long-standing relationship. If such a gift, entertainment, or favor exceeds \$100 in value, you must disclose the

nature and value of the gift, entertainment, or favor in a letter to the Property Assessor.

- **Ordinary loans:** There is no prohibition if the loan is from an established financial institution made in the course of business on usual and customary terms. However, there can be no guarantees or collateral provided by any person described in the first paragraph of this section on Gifts and Contributions.
- **Unsolicited advertising material:** You may keep and use gift items with advertising (calendars, pens, key chains, etc.) as long as you did not request the items and they are of nominal value.

EMPLOYEE AT WILL

Probationary Employees

Your first twelve consecutive months of employment are considered the probationary period. During this time, you may be terminated without right of appeal, except in the case of alleged discrimination on the basis of political affiliation, race, national origin, sex, age, religion, disability, or veteran status.

Your supervisor or the Property Assessor may evaluate your performance periodically during the probationary period. The evaluation will be in writing, reviewed with you, and placed in your personnel file.

If the hiring authority determines that your services should be terminated before the end of the probationary period, you will be notified in writing.

If you transfer to another position under the administration of the Knox County Property Assessor, you will not begin a new probationary period. However, employees who transfer from the offices of another elected official (i.e., Sheriff, court systems, etc.) will begin their probationary period on the transfer date.

Temporary and Seasonal Employees

You are considered a temporary employee when hired for a stated or specific term of employment of less than one (1) year.

Part-Time Employees

You are a part-time employee if hired to work less than 30 hours per week on a regular basis.

Full-Time Employees

You are a full-time employee if hired to work a minimum of 30 hours per week on a regular basis.

Employment at-Will

Knox County Government is an at-will employer and as such there is no specific length or guarantee of continued employment. Either you or the Knox County Property Assessor may terminate your employment at-will, without cause or prior notice, at any time. None of the County's or Property Assessor's policies may be construed to create a contract of employment or any other legal obligation, express or implied, and any policy may be amended, revised, supplemented, rescinded or otherwise altered, in whole or in part, at any time, at the sole and absolute discretion of Knox County Property Assessor. Notwithstanding the employment at-will doctrine, an employee shall not be terminated, demoted or retaliated against for exercising his or her right to speak openly and freely regarding any issue involving Knox County Government, its agencies, boards or its elected or appointed officials so long as such speech does not violate the laws of slander and libel.

Note: Division I elements are at the discretion of the Elected Official through an opt out provision of the Ordinance O-16-8-101. Division II and Division III apply to all employees of both Knox County and those of the Elected Officials.

AGENDA COMMITTEE MEETING

61.

Meeting Date: 12/07/2016

Requested By: Jolie Bonavita,
COUNTY
COMMISSION

Department: COUNTY COMMISSION

Requires Expenditure of Funds: Funded in Current Budget:

Appropriation Required:

Information

CAPTION

Spread of Record the Circuit, Civil Sessions and Juvenile Court Clerk's Employee Handbook.

(Circuit, Civil Sessions and Juvenile Court Clerk)

AGENDA COMMITTEE MEETING

7-D-16-RZ

Meeting Date: 12/07/2016

Requested By: Bettyjo Mahan,
METROPOLITAN
PLANNING COMMISSION

Department: METROPOLITAN PLANNING COMMISSION

Requires Expenditure of Funds: NO **Funded in Current Budget:** NO

Appropriation Required: NO

Information

CAPTION

Request of S & E Properties for rezoning from A (Agricultural) to PR (Planned Residential) at a density up to 5 dwelling units per acre. Property located southeast side of Millstone Lane, west side of Freels Lane. COMMISSION DISTRICT 5. MPC Recommendation: Recommend the Knox County Commission approve PR (Planned Residential) zoning at a density up to 3 dwelling units per acre subject to 3 conditions.

Attachments

S&E Properties 7-D-16-RZ

**METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION**

11/21/2016 11:49 AM

FILE NUMBER: 7-D-16-RZ

APPLICANT: S & E PROPERTIES

APPLICANT'S REQUEST: REZONING

FROM: A (Agricultural)

TO: PR (Planned Residential)

AT A DENSITY OF: 5 du/ac

MPC RECOMMENDATION: **Recommend the Knox County Commission approve PR (Planned Residential) zoning at a density up to 3 dwelling units per acre subject to 3 conditions.**

MPC VOTE COUNT: 14-0-1

LOCATION: Southeast side Millstone Ln., west side Freels Ln.

ACREAGE: 40.34 acres

DISTRICT: Commission District 5

MPC HEARING ON: 11/10/2016

PUBLISHED IN: News-Sentinel

DATE PUBLISHED: 6/10/2016

LEGISLATIVE HEARING ON: 12/19/2016

PUBLISHED IN: News-Sentinel

DATE PUBLISHED: 11/18/2016

APPLICANT'S ADDRESS: Eric Moseley
405 Montbrook Ln
Knoxville, TN 37919

LEGISLATIVE BODY: Knox County Commission

Consistent with Sector Plan? Yes

Consistent with Growth Plan? Yes

▶ **FILE #:** 7-D-16-RZ **AGENDA ITEM #:** 26
 POSTPONEMENT(S): 7/14/2016 - 10/13/2016 **AGENDA DATE:** 11/10/2016

▶ **APPLICANT:** **S & E PROPERTIES**
 OWNER(S): Eric Moseley

TAX ID NUMBER: 132 04909, 04917 & 04918 [View map on KGIS](#)

JURISDICTION: County Commission District 5

STREET ADDRESS: 825 Freels Ln

▶ **LOCATION:** **Southeast side Millstone Ln., west side Freels Ln.**

▶ **APPX. SIZE OF TRACT:** **40.34 acres**

SECTOR PLAN: Southwest County

GROWTH POLICY PLAN: Planned Growth Area

ACCESSIBILITY: Access is via Millstone Ln., a local street with 13-35' of pavement width within 40-45' of right-of-way, and Freels Ln., a local street with 14' of pavement within 40-50' of right-of-way.

UTILITIES: Water Source: First Knox Utility District

Sewer Source: First Knox Utility District

WATERSHED: Sinking Creek and Ten Mile Creek

▶ **PRESENT ZONING:** **A (Agricultural)**

▶ **ZONING REQUESTED:** **PR (Planned Residential)**

▶ **EXISTING LAND USE:** **Residence and vacant land**

▶ **PROPOSED USE:** **Residential development**

DENSITY PROPOSED: **5 du/ac**

EXTENSION OF ZONE: No

HISTORY OF ZONING: The PR zoning to the northeast was approved in the 70's and 80's and are developed with densities approximately 7-11 du/ac.

SURROUNDING LAND USE AND ZONING: North: Large lot residential / A (Agricultural)
 South: Large and small lot residential, Railroad right-of-way, Golf course, / A (Agricultural), OS-1 (Open Space Preservation), PR 1-3 du/ac (Planned Residential)

East: Large lot residential, West Valley Middle School / A (Agricultural)

West: Large lot residential / A (Agricultural)

NEIGHBORHOOD CONTEXT: Adjacent development consists of large lot single-family residences, and attached and detached residences and apartments to the north. West Valley Middle School is immediately to the east and S. Peters Rd. is less than a mile away.

STAFF RECOMMENDATION:

▶ **RECOMMEND that County Commission APPROVE PR (Planned Residential) zoning at a density of up to 3 du/ac, subject to 3 condition. (Applicant requested 5 du/ac)**

1) Lots that abut parcels 132-049.01 and 132-049.12 must have an average lot size of 1 acre, with no lot being less than .75 acres in size.

2) Lots that abut parcels 132-050 and 132-050.02 must have an average lot size of .5 acres, with no lot being less than .4 acres in size.

3) Prior to approval of a Final Plat or issuance of any building permits for a development proposed at a density of greater than 1 dwelling unit per acre, Millstone Lane must be improved to a minimum of 20 feet in width from the entrance of the development to the improved portion to the east, and a 5-foot wide sidewalk must be installed on the south side of Millstone Lane from the development entrance to the existing sidewalk to the east.

COMMENTS:

Millstone Lane is a local road that is improved with a sidewalk on the east end near the entrance to West Valley Middle School. The western portion of Millstone Ln. has a pavement width of approximately 14' with no sidewalk. If the PR zoning is approved as recommended, road improvements to a portion of Millstone Ln. and Freels Ln. will be needed, including a sidewalk connection to the existing sidewalk along Millstone Ln. A traffic study is typically required for residential developments that generate 750 trips per day or more, which if the site is developed at approximately 2 dwelling units per acre or more, a traffic study will be required.

In order to determine if road improvements could be accommodated within the existing right-of-way (ROW), the applicant and the surrounding neighbors submitted surveys to staff showing what they believe the ROW to be. These surveys had conflicting information so Knox County requested one of their contracted surveyors complete their own survey. The County and neighborhood surveys had similar findings and determined the ROW (property line to property line) is 36' wide at its narrowest point, which is at the Millstone Ln. and Freels Ln. intersection. Staff requested the applicant submit a roadway widening plan, including sidewalk extension, to determine if they could be accommodated in the ROW. This plan is attached and shows that the improvements can be accommodated and shows that Millstone Ln. will need to be widened up to 10 feet, which is at the Freels Ln. intersection. This plan is preliminary and additional design details will be provided during Concept Plan review.

The attorney for the surrounding neighbors disputes the claim that what is shown as ROW on the surveys (property line to property line) is controlled by Knox County. According to the attorney, there is no record that the land between the road surface and the adjacent property lines was ever deeded to and accepted, nor condemned, by Knox County for the purposes of ROW. This land may still be privately owned and therefore cannot be improved without purchasing the property. Knox County has determined that they only maintain the Millstone Ln. pavement, nothing on the edges of the road such as ditch line.

The subject property is currently zoned Agricultural (A), which allows houses on 1 acre lots, the same as the properties in the immediate vicinity. There are lots approximately 1 acre in size at the end of Freels Ln. The properties along Millstone Ln., west of Freels Ln., are also zoned Agricultural, however, the lots are 2 acres in size or greater, which is consistent with the Estate (E) zone district which requires a minimum lot size of 2 acres. The properties along Millstone Ln., east of Freels Ln., are zoned Planned Residential (PR) and have lot sizes of approximately 5,000 square feet. This subdivision was developed at approximately 6 dwelling units per acre.

If the PR zoning is approved at 3 du/acre, the average lot size would be approximately 10,000 - 12,000 square feet, however, the lot sizes could be smaller if portions of the site are left undeveloped or if the lot sizes vary in size. Staff has recommended average minimum lot sizes for lots that abut the adjacent properties that front along Millstone Ln. The two eastern most lots will be the most impacted by the new subdivision and in order for the new subdivision to be more compatible with the surrounding development, staff is recommending that any new lots abutting these two lots be an average of 1 acre in size with no lot being less than .75 acre. For the two western most lots that front on Millstone Ln., staff is recommending that any new lots abutting these two lots be an average of .5 acre in size with no lot being less than .4 acre.

This property is within the parental responsibility zone (PRZ) of West Valley Middle School, where school bus service is not provided. Because of this, sidewalks will be expected within the subdivision and as an improvement installed by the developer along Millstone Ln. and/or Freels Ln. from the neighborhood entrance to the existing sidewalk along Millstone Ln. In addition, the development should maintain the required 35' peripheral boundary when submitting a development plan for use-on-review approval and should include an amenity area for the development. The northwestern portion of the subject property has frontage along an unimproved portion of the Millstone Ln. ROW. There should not be full access to this portion of Millstone Ln. from the subdivision. Access to the western end of Millstone Ln. should be restricted to lots that have a size consistent with other lots along this portion of Millstone Lane.

REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY GENERALLY:

1. This site is accessed from Millstone Ln. and Freely Ln., narrow local streets, and is adjacent to large lot residential developed under the A zoning and is in the vicinity of other small lot residential developed under the PR zoning.
2. The property is located in the Planned Growth Area on the Growth Policy Plan and is proposed for low density residential uses on the sector plan, consistent with the proposal.
3. PR zoning at 3 du/ac or greater is not compatible with the scale and intensity of the immediate adjacent properties if developed with consistent lot sizes, but is compatible with the scale and intensity of the other nearby development and zoning. If the zoning is approved, the size and width of lots that are on the exterior boundary of the development should be more consistent with the surrounding properties. Landscape screening within the peripheral setback will also need to be considered.
4. The site is within close proximity to a public middle school.
5. The PR zone requires use on review approval of a development plan by MPC prior to construction. This will provide the opportunity for staff to review the plan and address issues such as road improvements, traffic circulation, lot layout, recreational amenities, drainage, types of units and other potential development concerns. It will also give the opportunity for public comment at the MPC meeting.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. PR zoning is intended to provide optional methods of land development which encourage more imaginative solutions to environmental design problems. Residential areas thus established would be characterized by a unified building and site development program, open space for recreation and provision for commercial, religious, educational and cultural facilities which are integrated with the total project by unified architectural and open space treatment.
2. Additionally, the zoning states that each development shall be compatible with the surrounding or adjacent zones. Such compatibility shall be determined by the Planning Commission by review of development plans. Staff has recommended conditions to the zoning that would require lots abutting the existing lots along Millstone Ln. be larger and more compatible with the surrounding development. Staff maintains that PR is an appropriate zone for the property.

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT:

1. At the requested density of up to 5 du/ac on the 40.34 acres, up to 201 dwelling units could be proposed for the site. At 3 du/ac, up to 121 dwelling units could be proposed for the site. A Concept Plan application has been submitted by the applicant and it proposes approximately 136 lots, which is approximately 3.4 du/ac.
2. If the property is developed under PR zoning with consistent lot sizes, is not compatible with the scale and intensity of the immediate adjacent properties and zoning, but is compatible with the scale and intensity of the other nearby development and zoning. If the zoning is approved, the size and width of lots that are on the exterior boundary of the development should be more consistent with the surrounding properties. Landscape screening within the peripheral setback will also need to be considered.
3. The PR zoning district has provisions for preservation of open space and providing recreational amenities as part of the development plan. The applicant will be expected to demonstrate how these provisions are met as part of the required development plan review.
4. Public water and sanitary sewer utilities are available to serve the site.
5. Millstone Ln. will most likely require improvements if the property is developed at densities greater than approximately 1-2 du/ac. The applicant has provided documentation that road and sidewalk improvements can be accommodated within the presumed Millstone Ln. However, the attorney for the neighbors has disputed whether the right-of-way was ever deeded to or condemned by Knox County.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. The Southwest County Sector Plan proposes low density residential uses for this property, consistent with the requested PR zoning at up to 5 du/ac.
2. The site is located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.
3. The site is appropriate to be developed under PR zoning because it is within the recommended density range in the Low Density Residential sector plan designation (max. 5 dwelling units per acre).
4. The northwestern portion of the site has 11.3 acres within the hillside protection area, however, it primarily consists of low to moderate slopes with only .52 acres being over 25 percent slope.
5. Approval of this request could lead to future requests for PR zoning in this area, consistent with the sector plan's low density residential proposal for the area.

Upon final approval of the rezoning, the developer will be required to submit a development plan for MPC consideration of use on review approval prior to the property's development. The plan will show the property's proposed development, landscaping and street network and will also identify the types of residential units that

may be constructed. Grading and drainage plans may also be required at this stage, if deemed necessary by Knox County Engineering and MPC staff.

ESTIMATED TRAFFIC IMPACT: 1970 (average daily vehicle trips)

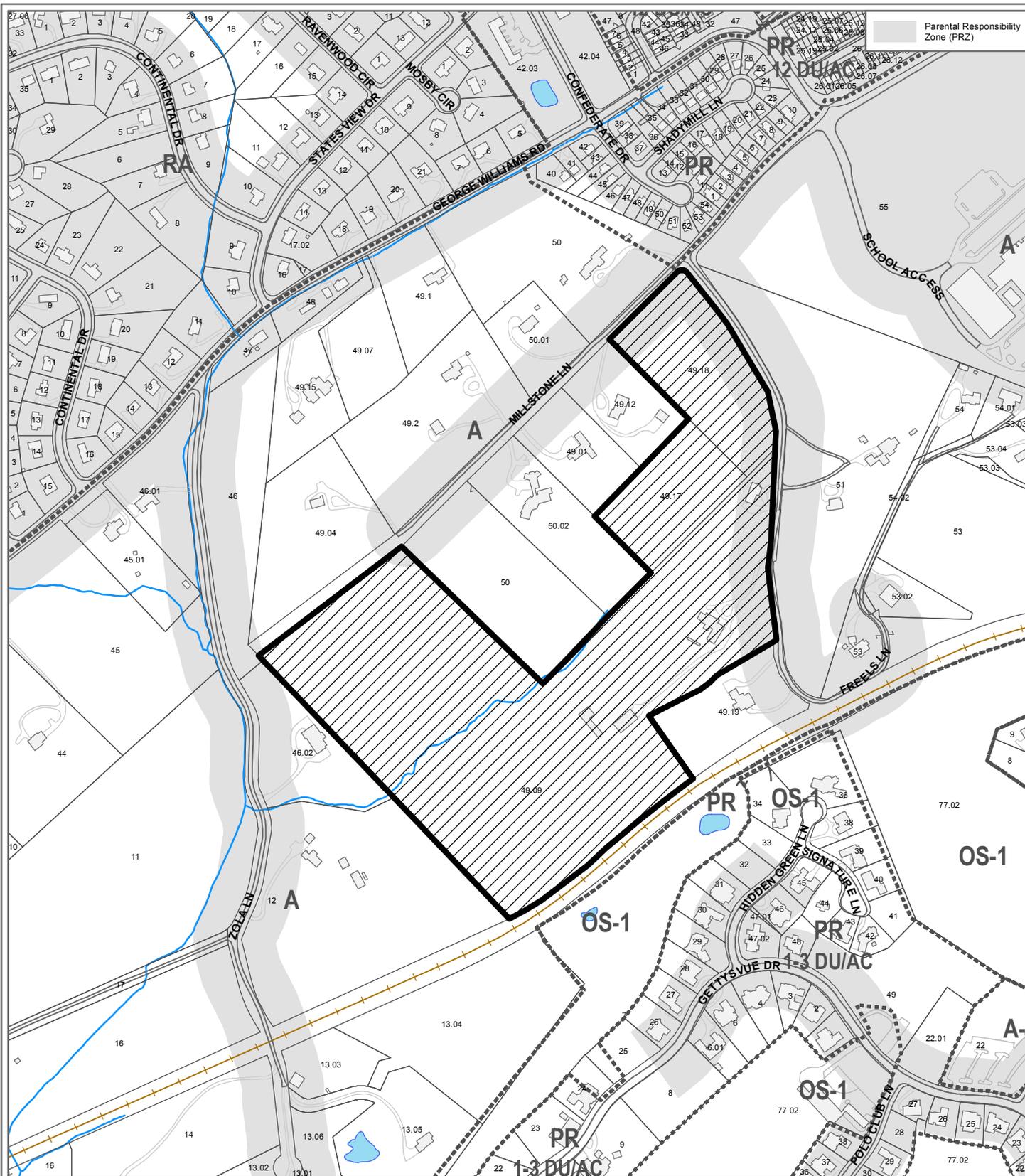
Average Daily Vehicle Trips are computed using national average trip rates reported in the latest edition of "Trip Generation," published by the Institute of Transportation Engineers. Average Daily Vehicle Trips represent the total number of trips that a particular land use can be expected to generate during a 24-hour day (Monday through Friday), with a "trip" counted each time a vehicle enters or exits a proposed development.

ESTIMATED STUDENT YIELD: 126 (public and private school children, ages 5-18 years)

Schools affected by this proposal: A. L. Lotts Elementary, West Valley Middle, and Bearden High.

- School-age population (ages 5–18) is estimated by MPC using data from a variety of sources.
- While most children will attend public schools, the estimate includes population that may be home-schooled, attend private schools at various stages of enrollment, or drop out of the public system.
- Students are assigned to schools based on current attendance zones as determined by Knox County Schools. Zone boundaries are subject to change.
- Estimates presume full build-out of the proposed development. Build-out is subject to market forces, and timing varies widely from proposal to proposal.
- Student yields from new development do not reflect a net addition of children in schools. Additions occur incrementally over the build-out period. New students may replace current population that ages through the system or moves from the attendance zone.
- School capacities are subject to change by Knox County Schools through building additions, curriculum or scheduling changes, or amendments to attendance zone boundaries.

If approved, this item will be forwarded to Knox County Commission for action on 12/19/2016. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.



**7-D-16-RZ
REZONING**

From: A (Agricultural)
To: PR (Planned Residential)



Original Print Date: 6/15/2016
Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902

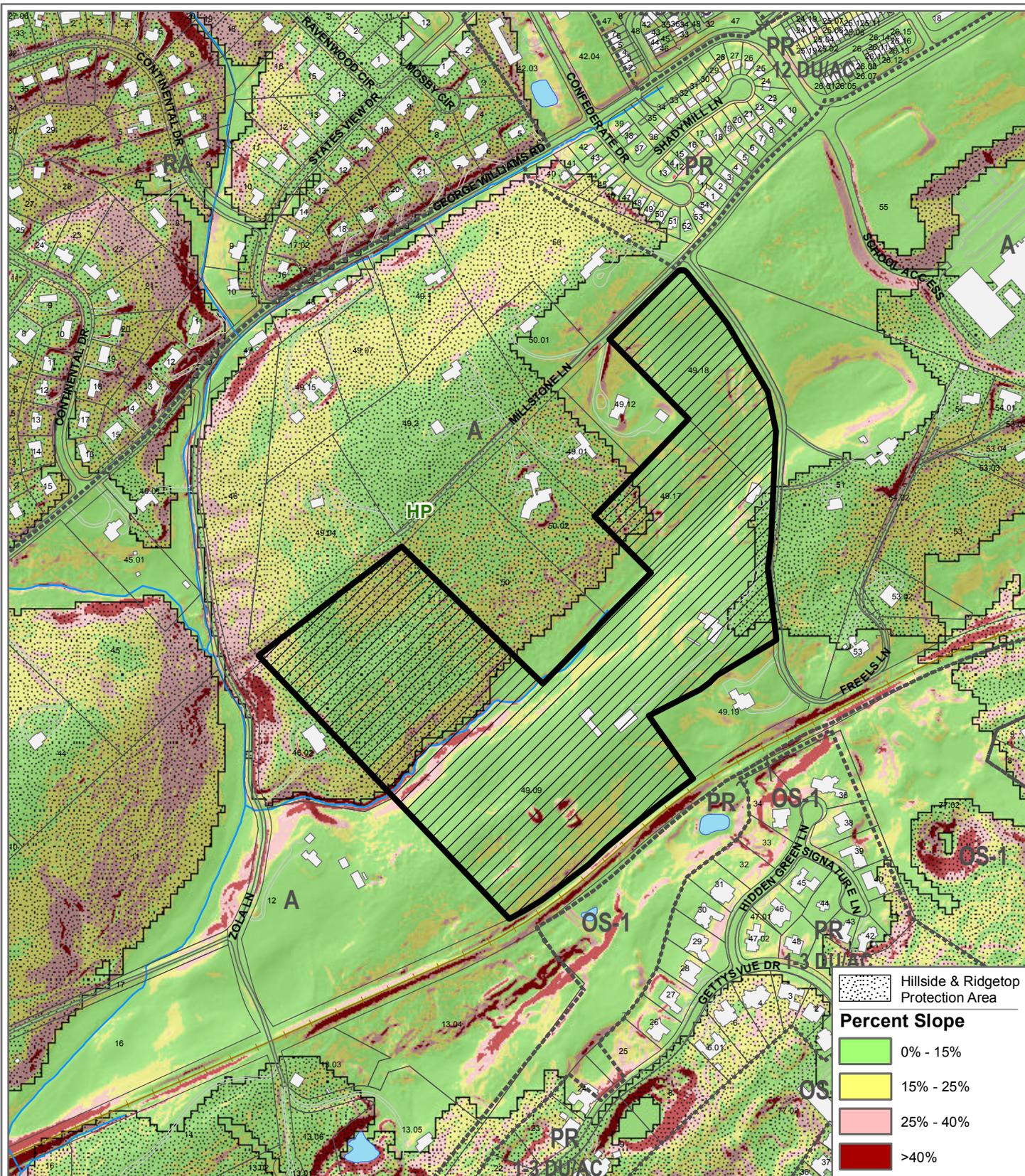
Revised:

Petitioner: S & E Properties

Map No: 132

Jurisdiction: County





**7-D-16-RZ
REZONING - SLOPE ANALYSIS**

From: A (Agricultural)
To: PR (Planned Residential)



Original Print Date: 6/30/2016 Revised:
Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902

Petitioner: S & E Properties

Map No: 132
Jurisdiction: County



MPC STAFF - SLOPE / DENSITY ANALYSIS

7-D-16-RZ - Eric Moseley - A to PR

CATEGORY	ACRES	RECOMMENDED DENSITY (Dwelling Units / Acre)	NUMBER OF UNITS
Non-Hillside	28.94	5.00	144.7
0-15% Slope	6.92	5.00	34.6
15-25% Slope	3.87	2.00	7.7
25-40% Slope	0.5	0.50	0.3
Greater than 40% Slope	0.02	0.20	0.0
Ridgetops	0	5.00	0.0
Subtotal: Sloped Land	11.31		42.6
Maximum Density Guideline (Hillside & Ridgetop Protection Plan)	40.25	4.65	187.3
Proposed Density (Applicant)	5	5.00	70.0

From Hillside & Ridgetop Protection Plan, page 33

LOW DENSITY AND RURAL RESIDENTIAL USES

Density and Land Disturbance Guidelines

As proposals for changes to the zoning map and development plans/concept plans are considered, the following factors are recommended to determine the overall allowable density for residential rezonings and the overall land disturbance allowable in new development or subdivisions for those portions of parcels that are within the Hillside and Ridgetop Protection Area. These factors should be codified as regulations in the future. The areas of the Growth Policy Plan referenced below are presented on page 18.

Table 3: Residential Density and Land Disturbance Guidelines
for Recommendations on Changes to the Zoning Map and Development Plan/
Concept Plan Review within the Hillside and Ridgetop Protection Area
that is within the Urban Growth and the Planned Growth Area

<i>Percent of Slope</i>	<i>Recommended Maximum Density Factor*</i>	<i>Recommended Maximum Land Disturbance Factor**</i>
0 - 15	Knox County: 5 dua City of Knoxville: 6 dua	100%
15 - 25	2 dua	50%
25 - 40	0.5 dua	20%
40 or more	0.2 dua	10%
Ridgetops***	***	***

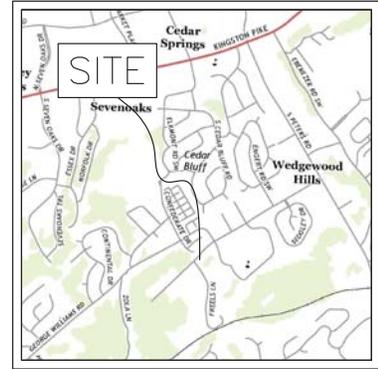
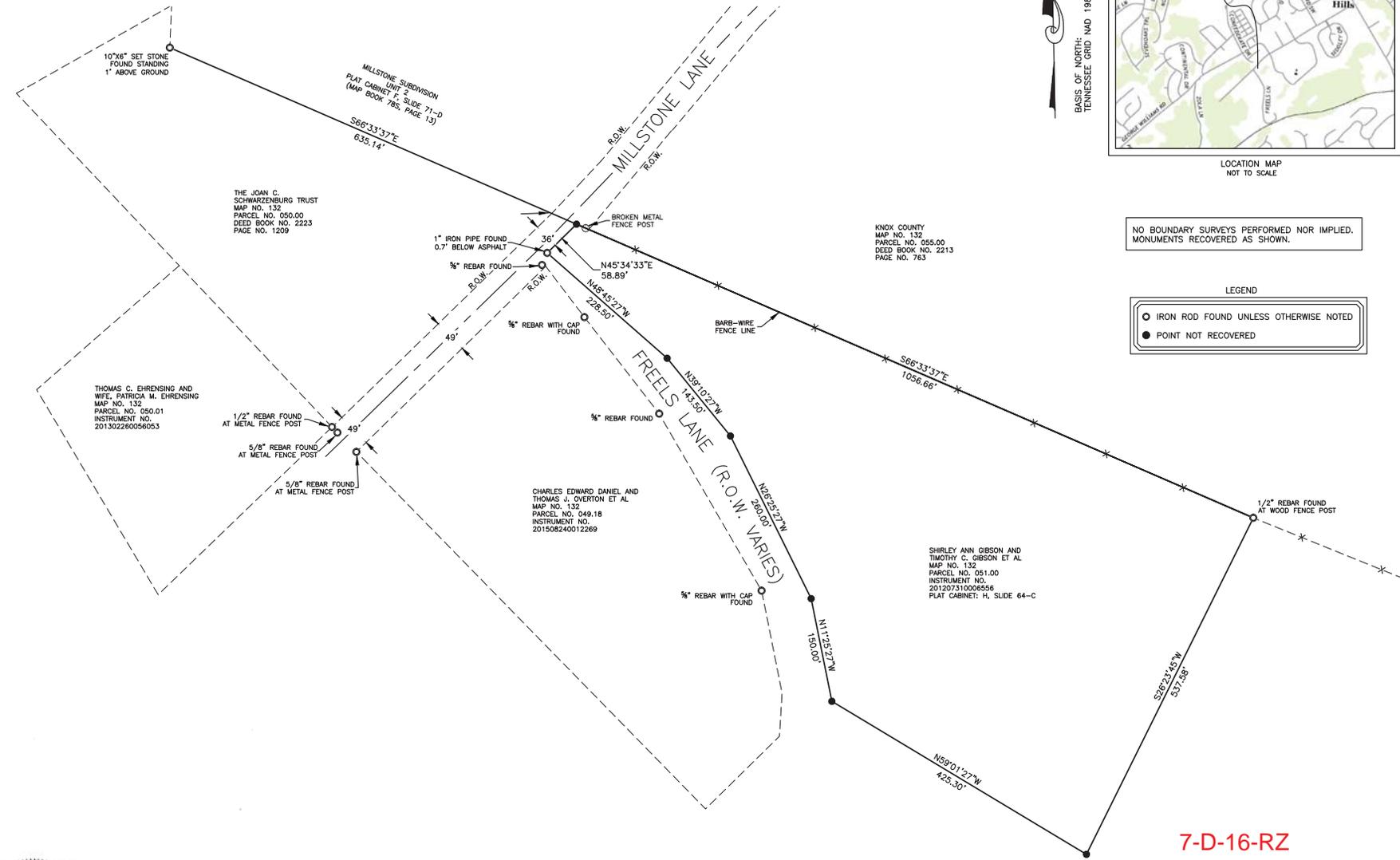
dua: dwelling units per acre

* These factors should be considered guidelines to determine an overall recommended residential density for requests for changes to the zoning map to planned residential (RP-1 in the city and PR in the county) zone districts that are considered by the Metropolitan Planning Commission prior to being considered by the appropriate legislative body. The resulting zone district development right would be considered a budget for dwelling units to be applied over the entire proposed development.

** Until such time as regulations are codified by the appropriate legislative body, these factors should be considered guidelines to determine an overall recommended land disturbance area for development plans and concept plans that are considered for approval by the Metropolitan Planning Commission. The overall land disturbance area would be considered a budget for land disturbance to be applied over the entire proposed development.

*** Ridgetops are generally the more level areas on the highest elevations of a ridge. Because the shapes of Knox County ridges are so varied (see pages 8 – 9), the ridgetop area should be determined on a case-by-case basis with each rezoning and related development proposal.

The Knoxville Knox County Hillside and Ridgetop Protection Plan — 33



BASIS OF NORTH:
TENNESSEE GRID NAD 1983

NO BOUNDARY SURVEYS PERFORMED NOR IMPLIED.
MONUMENTS RECOVERED AS SHOWN.

LEGEND

- IRON ROD FOUND UNLESS OTHERWISE NOTED
- POINT NOT RECOVERED

NO.	DATE	REVISIONS DESCRIPTION



SURVEY OF:
ROW OF MILLSTONE LANE AT FREELS LANE
VAUGHN & MELTON
KNOXVILLE, TENNESSEE

VM
Vaughn & Melton
Consulting Engineers, Inc.

KENTUCKY
606-248-6600

TENNESSEE
865-546-5800

NORTH CAROLINA
828-253-2796

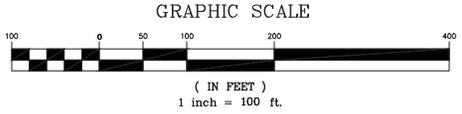
SOUTH CAROLINA
864-574-4775

GEORGIA
770-627-3590

www.vaughnmelton.com
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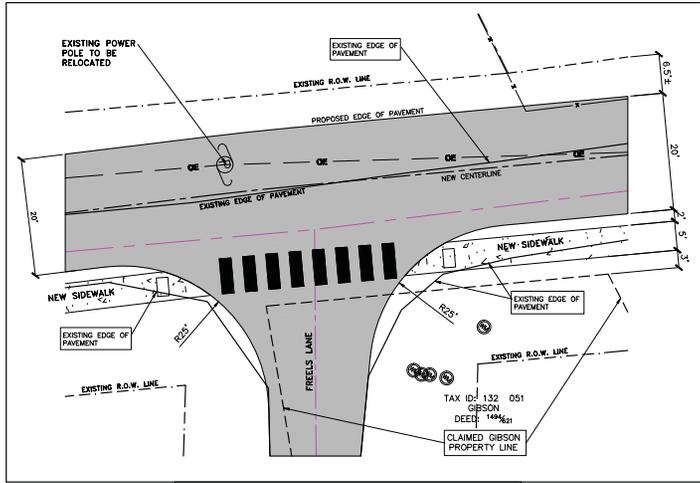
7-D-16-RZ
10/12/2016

SURVEY PRODUCED FOR KNOX COUNTY

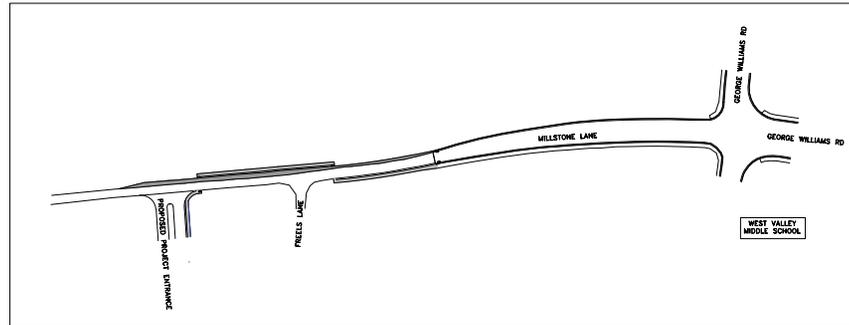


DRAWN: LG
CHECKED: SC
JOB NO: 51610-28
SCALE: 1" = 100'
DATE: OCTOBER 11, 2016
FILE NAME: SEE PLOT STAMP
DRAWING TITLE: SURVEY OF: MILLSTONE LANE ROW AT FREELS LANE
SHEET: 1 OF 1
DRAWING NO: 1



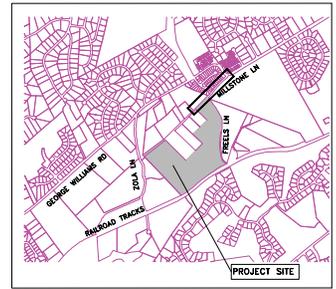


INTERSECTION DETAIL-SCALE: 1"=10'



VICINITY MAP NOT TO SCALE

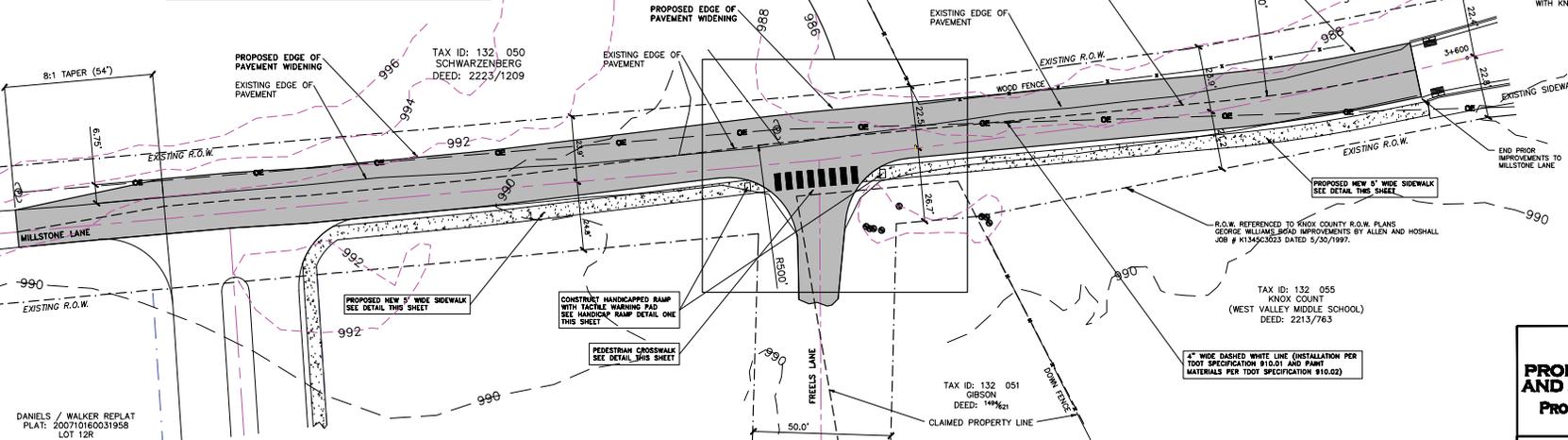
MILLSTONE SUBDIVISION
UNIT 1
PLAT: F-61A
UNIT 2
PLAT: F-71D



VICINITY MAP NOT TO SCALE

GENERAL NOTES:

- CONTRACTOR TO VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. LOCATION OF UTILITIES IS BASED ON THE BEST AVAILABLE INFORMATION. CALL TENNESSEE 811 AT LEAST 72 HOURS PRIOR TO CONSTRUCTION ACTIVITIES FOR UTILITIES LOCATION.
- CONTRACTOR RESPONSIBLE FOR COMPLIANCE WITH OSHA REQUIREMENTS FOR SLOPE STABILITY, SHORING, AND SLOPE CONTROL DURING CONSTRUCTION.
- BACK FILL MUST BE PLACED AND COMPACTED TO 95% OF STANDARD PROCTOR PRIOR TO UTILITY INSTALLATION.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING GRADES AND ALIGNMENTS PRIOR TO CONSTRUCTION, REPORT ANY DISCREPANCIES OR INCONSISTENCIES TO IDEAL ENGINEERING SOLUTIONS, INC. AT 755-3575.
- TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH MANUAL ON LINEWORK TRAFFIC CONTROL DEVICES, LATEST EDITION.
- THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS OF THE "MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION" ISSUED BY THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.
- DEMOLITION OF EXISTING STRUCTURES AND ABANDONMENT OF EXISTING UTILITIES TO BE PERMITTED AND COORDINATED WITH KNOX COUNTY.



SITE PLAN SCALE: 1"=20'



7-D-16-RZ
Revised: 11/7/2016

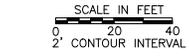
SCALE: 1"=20'
04 NOV 2016

SHEET ONE

PROPOSED ROADWAY WIDENING AND SIDEWALK EXTENSION PLAN
PROPOSED DANIELS PROPERTY REZONING
KNOX COUNTY, TENNESSEE

Prepared For:
Volunteer Development, LLC
405 Montbrook Lane
Knoxville, Tennessee 37919
(865) 454-3727

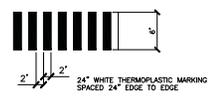
Municipality:
Knox County Department of Engineering and Public Works
205 W. Baxter Avenue
Knoxville, Tennessee 37917
(865) 215-5800



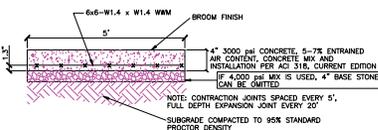
NOTE:
CONTRACTOR IS RESPONSIBLE FOR ALL TRENCH SAFETY
Contractor shall shore and brace all open cut trenches as required by State and Federal Laws and Local Ordinances to conform with recommendations set forth in AGC Manual of Accident Prevention in Construction to protect life, property, or works to avoid excessively wide cuts in unstable material.
OSHA RULES SHALL BE ABIDED BY

IDEAL ENGINEERING SOLUTIONS INCORPORATED
Ideal Engineering Solutions, Inc.
325 Wooded Lane
Knoxville, Tennessee 37922
(865) 755-3575

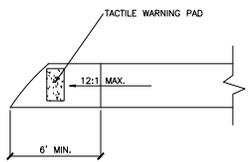
COPYRIGHT 2016



CROSSWALK MARKING WITH LONGITUDINAL LINES NOT TO SCALE



SIDEWALK DETAIL NOT TO SCALE



HANDICAPPED RAMP DETAIL NOT TO SCALE

ARTHUR G. SEYMOUR, JR.
ROBERT L. KAHN
REGGIE E. KEATON
DONALD D. HOWELL
DEBRA L. FULTON
MICHAEL W. EWELL
JOHN M. LAWHORN
JAMES E. WAGNER
BEVERLY D. NELMS
MARY ELIZABETH MADDOX
BENJAMIN C. MULLINS
RICHARD T. SCRUGHAM, JR.
MATTHEW A. GROSSMAN
KEVIN A. DEAN
DANIEL F. WILKINS



office 865.546.9321
office fax 865.637.5249

550 W. Main Street
Suite 500
P.O. Box 39
Knoxville, Tennessee 37901

of counsel
FRANCIS A. CAIN
IMOGENE A. KING
JASON T. MURPHY

fmsllp.com

Email: ajseymour@fmsllp.com

Direct Fax: 865-541-4612

July 14, 2016

Via email only to: commission@knoxmpc.org

MPC Commissioners

Knoxville-Knox County MPC
Suite 403, City County Building
400 Main Street
Knoxville, Tennessee 37902

Re: Agenda Item #31
S & E Properties

Dear Commissioners:

This letter is written on behalf of the applicant for the above rezoning which requests Planned Residential.

The property is located on Millstone Lane, adjacent to the West Valley Middle School. The property around it is zoned from Medium Density Residential to Low Density Residential.

The subject property is classified as Low Density Residential under the Sector Plan, which would allow up to 5 units per acre.

The MPC staff recommended 3 dwelling units per acre and the applicant is requesting 3.5 units per acre, which is 1 ½ units under what would be permitted by the Sector Plan.

As mentioned, the property is essentially adjacent to the West Valley Middle School. It has little or no slope on it.

Since it is in the parental responsibility zone, sidewalks will be provided within the subdivision and there will be a sidewalk connection from the entrance to the subdivision to the existing sidewalk in front of the middle school.

July 14, 2016

Page 2

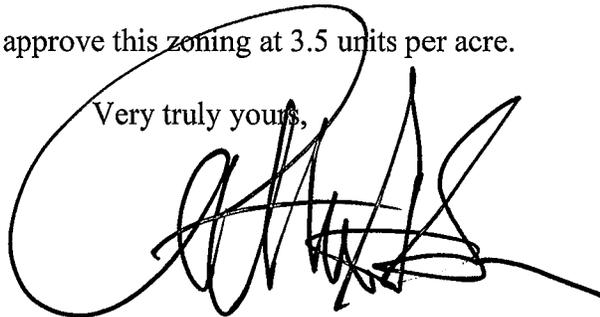
The applicant recognizes that from Freels Lane to the entrance to the subdivision on Millstone Lane, there will probably need to be road improvements and is prepared to fund those.

There may be opposition from residents. Millstone Lane ends just to the west of this property. With the road improved, there should be no traffic issues there.

Since this is an application for Planned Residential zoning, the next step if the zoning is approved would be submittal of a Concept Plan and Use-on-Review. This would show the layout of the subdivision, buffers between it and adjoining properties, road layout, etc. The applicant will meet with all adjoining property owners to discuss the Concept Plan.

We would urge you to approve this zoning at 3.5 units per acre.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Arthur G. Seymour, Jr.', written over a large, loopy circular flourish.

Arthur G. Seymour, Jr.

FRANTZ, McCONNELL & SEYMOUR, LLP

AGSJ:lbb

SAWDOX\CLIENTS\7035\0000001\CORRESPO\01430618.DOCX



Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>

[MPC Comment] Opposition to Proposed Rezoning Request for Millstone Ln 7-D-16-RZ

1 message

Campbell, Michael <MCampbell@scrippsnetworks.com>
Reply-To: mcampbell@scrippsnetworks.com
To: "commission@knoxmpc.org" <commission@knoxmpc.org>

Tue, Jul 5, 2016 at 1:25 PM

Good morning MPC:

As a concerned neighbor and representative of the residents for Millstone Ln, Freels Ln and Zoya Ln we are opposed to the proposed rezoning of the properties in and around Millstone Ln (7-D-16-RZ). Formal opposition documentation will be coming shortly but we are opposed based on the following reasons:

1. Knox County Zoning Ordinance Section 4.10.16 - Be compatible with the character of the neighborhood including the size and location of buildings in the vicinity.
2. Knox County Zoning Ordinance Section 4.10.17 - The use will not significantly injure the value of adjacent property by noise, lights, fumes, odors, vibration, traffic congestion or other impacts which may detract from the immediate environment.
3. Knox County Zoning Ordinance Section 4.10.18 - The use is not of a nature or so located as to draw substantial additional traffic through residential streets.
4. Negative financial impact said rezoning will have on existing neighborhood residences.

Please note that we will be attending the July 14th rezoning meeting and will be presenting our position of opposition at that time.

Thank you in advance for your consideration of this matter.

Sincerely,

Michael Campbell, MBA, MS

Michael Campbell, MBA, MS | Director, Project Management | Business Process Management

Office: [865-560-4284](tel:865-560-4284) | Cell: [865-414-8660](tel:865-414-8660) | Skype: souppmp

SCRIPPS NETWORKS INTERACTIVE | the Leader in Lifestyle | scrippsnetworksinteractive.com

HGTV | Food Network | Travel Channel | DIY Network | Cooking Channel | Great American Country | TVN | Fine Living | Asian Food Channel



Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>

[MPC Comment] Rezoning of the Millstone Ln / Freels Ln Property-File # 7-D-16-RZ.

1 message

Eddie Sanford <eddie@eddiesanford.com>

Mon, Aug 1, 2016 at 10:01 PM

Reply-To: eddie@eddiesanford.com

To: commission@knoxmpc.org

Dear MPC Board of Planning Commissioners,

I want to personally thank each person on the MPC for their consideration of our community request regarding the subject of File # 7-D-16-RZ and our recent petition drive.

Our agricultural property consists of 30+ acre on George Williams Road and is within a few hundred yards as the crow flies of the subject property. We have competed directly with the same developer S & E properties, and other developers many times over the past 25 + years and for similar reasons on each side of our land. Our family and neighbors have a different view of responsible development of our area than that of S & E Properties specifically. We do not want more houses just to say we have more houses. We want to see our specific area developed in a manner that is consistent with how our many existing home owners have sought for our area...large lots with fine upscale homes. Therefore we greatly depend on your balanced and voluntary judgement in defining what reasonable rezoning / development looks like. We realize we also have plenty of existing multi unit per acre or high density developments in our area and we simply do not want to see more of these in our area.

I also realize that our general community may not always respond properly. I trust that our Millstone Lane / Freels Lane neighborhood group is communicating in a fashion that is clear and yet not cumbersome or over taxing to a voluntary board of Knoxville / Knox County residents. We sincerely appreciate what your group attempts to accomplish. You take much valuable time out of your personal and professional lives to invest in the over all responsible improvements in our specific community development.

If for some reason our specific group is not communicating fairly, or properly, we sincerely seek to know how to do so better if your Board so desires. Please let anyone in our group know how we can make your job easier.

Again, thank you for your voluntary service!

Sincerely,

George E. Sanford
Licensed General Contractor
G.E.S. Custom Remodel LLC
9628 George Williams Road
[865-805-5321](tel:865-805-5321)

--

This message was directed to commission@knoxmpc.org



Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>

[MPC Comment] OPPOSITION TO THE REZONING APPLICATION BY S & E PROPERTIES, LLC- FILE # 7-D-16_RZ

1 message

Chris Wingo <chris.wingo1@gmail.com>

Sun, Jul 31, 2016 at 8:54 PM

Reply-To: chris.wingo1@gmail.com

To: commission@knoxmpc.org

I want to voice my opposition to FILE # 7-D-16-RZ based on the points outlined in our formal petition. Thanks for looking out for the best interest in our community and keeping it a safe place to live and raise a family!

Sincerely,

Chris Wingo

[865-755-5319](tel:865-755-5319)

9211 Millstone Lane

Knoxville, TN 37922

--

This message was directed to commission@knoxmpc.org



Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>

[MPC Comment] Opposition to the rezoning application by S&E properties, LLC-File # 7-D-16-RZ

1 message

Katie Giddens <katie.d@reagan.com>
Reply-To: katie.d@reagan.com
To: commission@knoxmpc.org

Sat, Jul 30, 2016 at 1:21 PM

I want to voice my opposition to File # 7-D-16-RZ based on the points outlined in our formal petition. Thanks in advance!

Katie Giddens

9213 Millstone Lane, Knoxville, Tn. 37922

Sent from my iPad

--

This message was directed to commission@knoxmpc.org

45 Identical Letters Received

August 1, 2016

Knoxville-Knox County Metropolitan Planning Commission
City-County Building, Suite 403
400 Main Street
Knoxville, TN 37902

**RE: Opposition to Rezoning Application filed by S&E Properties, LLC
MPC File # 7-D-16-RZ**

Dear Commissioners:

I am an owner of the property located at 9315 Millstone Lane
My property is [adjacent/near] to the 40-acre tract of property that is subject to the above-referenced rezoning request.

As you probably know, a number of property owners in the area, including myself, have organized in opposition to this rezoning and development, which we believe will have a dramatic negative impact on our properties and the surrounding community. We have held several meetings to discuss the proposed development and its impact on our community, and we have been overwhelmed by the extent of the community's opposition to S&E's plans. We have hired the law firm of Kennerly, Montgomery & Finley, P.C. to advise and represent us in our opposition, and they will be present at the August 11th MPC meeting to present our position to the Commission. However, I am personally reaching out to you to express my opposition to the rezoning and ask that you consider the concerns of the surrounding community when this rezoning request next comes before MPC.

The reasons for my opposition to the rezoning request are the same community-wide concerns that are set forth in a Petition that is being filed with MPC in opposition to S&E's rezoning request. Being a signatory to the Petition, I will not repeat the concerns raised in the Petition, but I do adopt them by reference. I simply again ask that you thoughtfully consider the concerns raised by the surrounding community when this rezoning request next comes before MPC. Thank you for your consideration of this very important matter.

Respectfully,

Thomas Ehrensing
[signature]

Thomas Ehrensing
[print name]

*If this zoning change
is allowed to pass,*

*The respect for the
Metropolitan Planning
Zoning Commission is*

*gone! The community
will lose one more valley to greed.
This developer's design is
terrible.*

Tom



Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>

[MPC Comment] OPPOSITION TO THE REZONING APPLICATION BY S&E PROPERTIES, LLC - FILE # 7-D-16-RZ

1 message

Kati Sanford Goodner <katigoodner@gmail.com>
Reply-To: katigoodner@gmail.com
To: commission@knoxmpc.org

Wed, Aug 3, 2016 at 10:55 AM

Dear Commissioners:

Please allow this email to serve as my opposition to File # 7-D-16-RZ based on the points outlined in the formal petition provided to you by counsel for those of us who own property in and around the Millstone area.

Best Regards,
Kati Sanford Goodner

Property Owner of
9606 George Williams Rd.
Knoxville, TN 37922

[865.806.0762](tel:865.806.0762)

--

Katherine Sanford Goodner

--

This message was directed to commission@knoxmpc.org

KM KENNERLY MONTGOMERY

Attorneys & Counselors Since 1916

E-MAIL: jtallent@kmfpc.com



August 4, 2016

Knoxville-Knox County Metropolitan Planning Commission
Knoxville City County Bldg
400 W Main St #403
Knoxville, TN 37902

Re: File Number 7-D-16-RZ

To Whom It May Concern:

Enclosed please find a Petition for filing regarding rezoning of Millstone Lane/Freels Lane Property, File Number 7-D-16-RZ. The petition contains electronic signatures and comments of many concerned citizens. Feel free to contact me should you have any questions.

Very truly yours,

KENNERLY, MONTGOMERY & FINLEY, P.C.

By

A handwritten signature in black ink, appearing to read "Jack M. Tallent, II".

Jack M. Tallent, II

JMT:ces
Enclosure

**Millstone Neighbors: Oppose the Rezoning of the Millstone Ln / Freels Ln
Property-File # 7-D-16-RZ**

THE UNDERSIGNED citizens and residents of Knox County, Tennessee come together for the purpose of petitioning the Knoxville-Knox County Metropolitan Planning Commission in opposition to the rezoning application by S&E Properties, LLC, being File # 7-D-16-RZ. As grounds for their opposition, the undersigned state the following:

There is not sufficient existing right of way to accommodate the infrastructure improvements that will be necessary to support the proposed development. The proposed development is in an isolated location on Millstone Lane, which is a small dead-end street in West Knox County that currently serves less than twenty houses. There is no other access point for the proposed development than from Millstone Lane, meaning that the development, if approved, will result in an approximate 10-fold increase in vehicle traffic on Millstone Lane. MPC's staff and Knox County Engineering have both stated that any rezoning and development of the subject property will require the widening of portions of Millstone Lane to accommodate the increased traffic and the installation of sidewalks due to the West Valley parental responsibility zone. However, our attorneys advise us that a review of the Knox County land records indicates that there is not sufficient existing right of way to allow Millstone Lane to be widened and improved in this way – a conclusion that has been confirmed by Knox County Engineering. While S&E could certainly try to secure additional right of way to accommodate the development, one of the properties from which right of way would have to be secured is owned by Tim & Shirley Gibson, who are opposed to the rezoning and development and are adamant that they will not sell any right of way in aid of this proposed development.

S&E's proposed density and MPC staff's recommended density are both incompatible with adjacent zones, and thus contrary to the Knox County Zoning Ordinance. PR zoning is not appropriate for every residential development, but is instead intended to encourage developers to use imaginative solutions to environmental design problems and to create developments that are compatible with adjacent zones. In this case, the adjacent zones are all Agricultural with an average density of only .14 du/ac. MPC staff has recommended a density of 3 du/ac despite expressly acknowledging that such a density is not compatible with adjacent zones. The 5 du/ac requested by S&E is even

worse. Rezoning the subject property to PR with a density that is acknowledged to be incompatible with the adjacent zones is not only contrary to the requirements of the Knox County Zoning Ordinance, but will also negatively impact the property values of the adjacent and surrounding properties. This is not to mention the effect that such a rezoning will have on the livability and value of the surrounding properties, which were purchased with the specific intent of living in a large-tract zone.

S&E's concept plan evidences that S&E envisions a development that is inconsistent with the surrounding area, the PR zoning guidelines, and MPC's staff recommendations. S&E has filed a concept plan that gives no consideration whatsoever to the purposes or requirements of PR zoning, nor to the impact the proposed development would have on the surrounding community. For instance, the concept plan depicts a 136-lot development on 40 acres, yielding a density of 3.4 du/ac. However, included within the proposed development are two existing houses on large plots of land that are not numbered and appear to only be included within the boundaries of the proposed development in order to attempt to dilute density. If these two plots are removed, then the development's true density is approximately 3.8 du/ac. MPC staff has recommended that any development of the subject property include large periphery lots to buffer the adjacent properties. However, approximately 50 periphery or adjacent lots depicted on the concept plan are .25 acres or smaller, with some being as small as .16 acres. This is incompatible with not only the Knox County Zoning Ordinance but also the MPC staff recommendations. Finally, MPC's PR guidelines require that at least 15% of the development be set aside as usable open space and recreational area. However, there is no open space or recreational area reserved on the concept plan other than 3 detention ponds. Again, this is incompatible with MPC requirements.

There are significant topographic and hydrologic concerns respecting the subject property. The subject property has historically been subject to heavy flooding. There is also known karst topography in the area, including a well-developed cave system that runs immediately beneath the subject property. These factors raise legitimate concerns about the safety and practicality of constructing a dense subdivision on the subject property, including high risks to surrounding property owners of increased flooding and sinkhole development.

There are risks of damage to nearby water and septic systems. Most of the immediately adjacent properties rely on well water and septic systems, both of which may be at risk of damage and contamination if this development moves forward as proposed.

Approving the proposed rezoning will exacerbate existing traffic conditions at the intersection of Millstone Lane and George Williams Road. This intersection serves as one of two main access points for West Valley Middle School. Because Millstone Lane is a dead-end street, every vehicle going to or from the proposed development must necessarily travel through this intersection. The intersection is already a point of major traffic congestion in the area – particularly when West Valley Middle School is in session – to the point that there are times when vehicles cannot move due to school traffic. While a traffic study has not yet been conducted, MPC staff has estimated that the proposed development will yield an additional 1,900 vehicle trips per day through this intersection, which will exacerbate a very significant problem.

Approving the proposed rezoning will exacerbate existing school overcrowding. West Valley Middle School is already overcrowded, and this proposed development, if approved at the requested or recommended densities, will result in additional students enrolling, again exacerbating an existing problem.

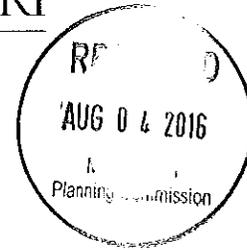
IN CONSIDERATION OF THE FOREGOING CONCERNS, the undersigned citizens request that MPC deny S&E's rezoning application. If a rezoning to PR is to be approved, however, the undersigned citizens request that the approved density be no more than 1.5 du/ac, which we believe would be a reasonable compromise between S&E's desire to develop the property for profit and the community concerns expressed above – particularly the zone compatibility issues presented by the surrounding properties. Finally, if a rezoning to PR is to be approved, we also request that MPC require all periphery lots within the proposed development to be 1 acre in size or more, which will allow for sufficient buffer between the surrounding lots and the development to minimize the impact that the development will have on the community's existing large lots and tracts, which are zoned Agricultural.

KM KENNERLY MONTGOMERY

Attorneys & Counselors Since 1916

E-MAIL: jtallent@kmfpc.com

August 4, 2016



Knoxville-Knox County Metropolitan Planning Commission
Knoxville City County Bldg
400 W Main St #403
Knoxville, TN 37902

Re: File Number 7-D-16-RZ
Opposition to the Rezoning Application by S&E Properties, LLC

I, along with Briton S. Collins of the law firm of Kennerly, Montgomery & Finley, P.C., represent homeowners around the proposed tract which S&E Properties, LLC proposes to have rezoned from Agricultural to PR. My clients believe this application should be denied for many reasons. The most important are as follows:

- (1) **There is not sufficient existing right of way to accommodate the infrastructure improvements that will be necessary to support the proposed development.** The proposed development is in an isolated location on Millstone Lane, which is a small dead-end street in West Knox County that currently serves less than twenty houses. There is no other access point for the proposed development than from Millstone Lane, meaning that the development, if approved, will result in an approximate 10-fold increase in vehicle traffic on Millstone Lane. MPC's staff and Knox County Engineering have both stated that any rezoning and development of the subject property will require the widening of portions of Millstone Lane to accommodate the increased traffic and the installation of sidewalks due to the West Valley parental responsibility zone. However, our attorneys advise us that a review of the Knox County land records indicates that there is not sufficient existing right of way to allow Millstone Lane to be widened and improved in this way – a conclusion that has been confirmed by Knox County Engineering. While S&E could certainly try to secure additional right of way to accommodate the development, one of the properties from which right of way would have to be secured is owned by Tim & Shirley Gibson, who are opposed to the rezoning and development and are adamant that they will not sell any right of way in aid of this proposed development. Enclosed is a survey from May 8, 1972 prepared by Hatmaker Surveyors showing the 60 foot frontage owned by the Gibsons.
- (2) **S&E's proposed density and MPC staff's recommended density are both incompatible with adjacent zones, and thus contrary to the Knox County Zoning Ordinance.** PR zoning is not appropriate for every residential development, but is

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instead intended to encourage developers to use imaginative solutions to environmental design problems and to create developments that are compatible with adjacent zones. In this case, the adjacent zones are all Agricultural with an average density of only .14 du/ac. MPC staff has recommended a density of 3 du/ac despite expressly acknowledging that such a density is not compatible with adjacent zones. The 5 du/ac requested by S&E for the 136 lot proposed development is even worse. Rezoning the subject property to PR with a density that is acknowledged to be incompatible with the adjacent zones is not only contrary to the requirements of the Knox County Zoning Ordinance, but will also negatively impact the property values of the adjacent and surrounding properties. This is not to mention the effect that such a rezoning will have on the livability and value of the surrounding properties, which were purchased with the specific intent of living in a large-tract zone.

- (3) **S&E's concept plan evidences that S&E envisions a development that is inconsistent with the surrounding area, the PR zoning guidelines, and MPC's staff recommendations.** S&E has filed a concept plan that gives no consideration whatsoever to the purposes or requirements of PR zoning, nor to the impact the proposed development would have on the surrounding community where there is approximately 1 house per 7 acres. The concept plan depicts a 136-lot development on 40 acres, yielding a density of 3.4 du/ac. See attached photo depicting the current large tracts or lots and the stark contrast of the proposed development. It is significant that included within the proposed development are two existing houses on large plots of land that are not numbered and appear to only be included within the boundaries of the proposed development in order to attempt to dilute density. If these two plots are removed, then the development's true density is approximately 3.8 du/ac. MPC staff has recommended that any development of the subject property include large periphery lots to buffer the adjacent properties. However, approximately 50 periphery or adjacent lots depicted on the concept plan are .25 acres or smaller, with some being as small as .16 acres. This is incompatible with not only the Knox County Zoning Ordinance but also the MPC staff recommendations. Finally, MPC's PR guidelines require that at least 15% of the development be set aside as usable open space and recreational area. However, there is no open space or recreational area reserved on the concept plan other than 3 detention ponds. Again, this is incompatible with MPC requirements.
- (4) **There are significant topographic and hydrologic concerns respecting the subject property.** The area in and around the subject property has historically been subject to heavy flooding. The Petition filed with MPC states the subject property has been subject to heavy flooding. For clarification, it should be understood the area around the proposed development rather than the land within the proposed development is subject to flooding. There is also known karst topography in the area, including a well-developed cave system that runs immediately beneath the subject property. These factors raise legitimate concerns about the safety and practicality of constructing a dense subdivision on the subject property, including high risks to surrounding property owners of increased flooding and sinkhole development.

- (5) **There are risks of damage to nearby water and septic systems.** Most of the immediately adjacent properties rely on well water and septic systems, both of which may be at risk of damage and contamination if this development moves forward as proposed.

- (6) **Approving the proposed rezoning will exacerbate existing traffic conditions at the intersection of Millstone Lane and George Williams Road.** This intersection serves as one of two main access points for West Valley Middle School. Because Millstone Lane is a dead-end street, every vehicle going to or from the proposed development must necessarily travel through this intersection. The intersection is already a point of major traffic congestion in the area – particularly when West Valley Middle School is in session – to the point that there are times when vehicles cannot move due to school traffic. While a traffic study has not yet been conducted, MPC staff has estimated that the proposed development will yield an additional 1,900 vehicle trips per day through this intersection, which will exacerbate a very significant problem.

- (7) **Approving the proposed rezoning will exacerbate existing school overcrowding.** West Valley Middle School is already overcrowded, and this proposed development, if approved at the requested or recommended densities, will result in additional students enrolling, again exacerbating an existing problem.

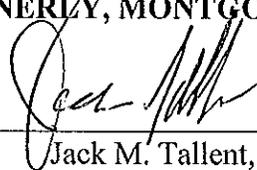
In consideration of the foregoing concerns, I would respectfully request that MPC deny S&E's rezoning application. We submit this rezoning is not reasonable and would be incompatible with the neighborhood, will create problems and is contrary to goals of PR zoning.

If there is any consideration given to a rezoning of this property to PR, however, my clients request that the approved density be no more than 1.5 du/ac, which would be a reasonable compromise between S&E's desire to develop the property for profit and the community concerns expressed above, particularly the zone compatibility issues presented by the surrounding properties. Also, if rezoning to PR is to be approved, my clients would request that MPC require all periphery lots within the proposed development to be 1 acre in size or more and be landscaped along these lots to provide a buffer between the surrounding lots and the development to minimize the impact that the development will have on the community's existing large lots and tracts, which are zoned Agricultural.

Very truly yours,

KENNERLY, MONTGOMERY & FINLEY, P.C.

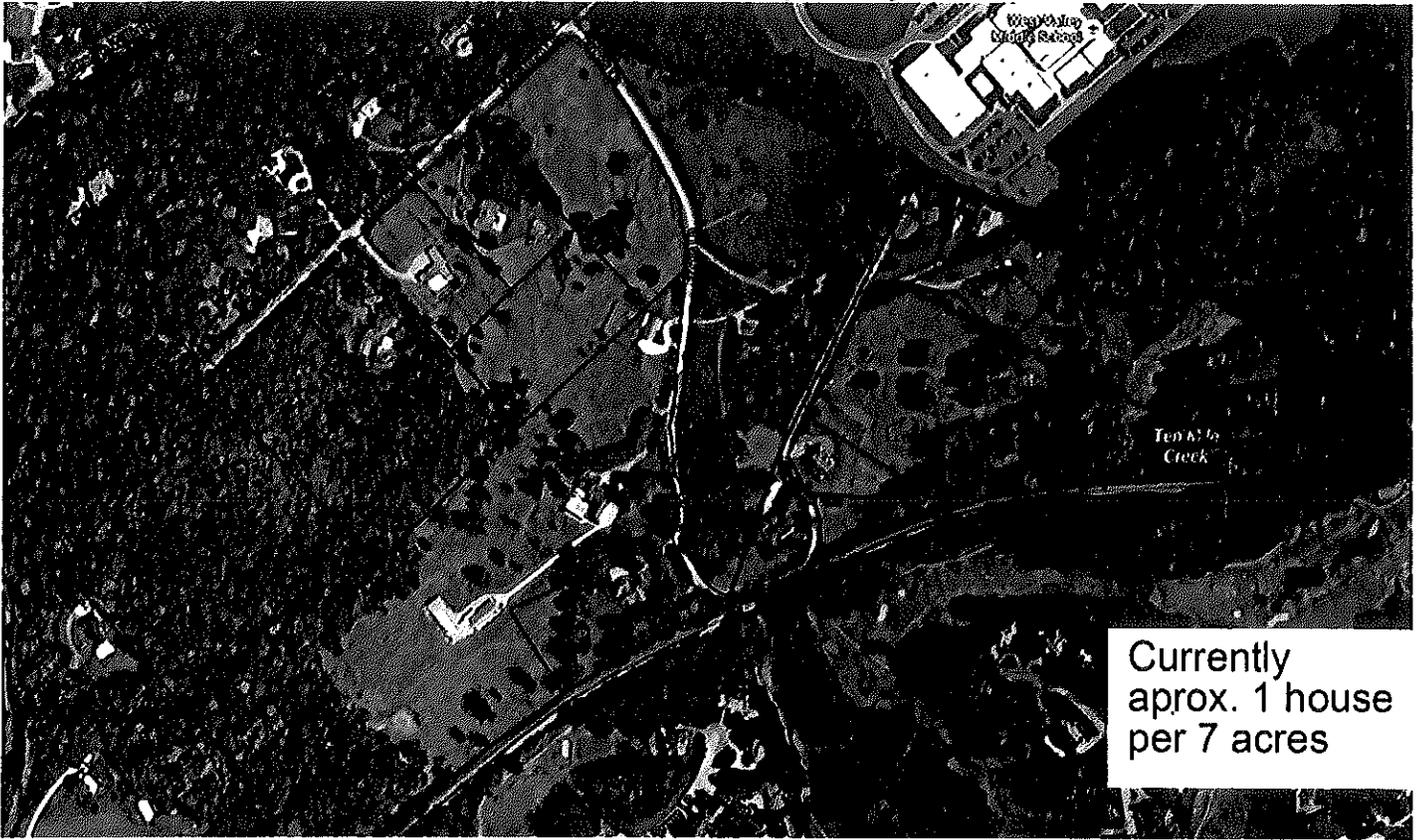
By _____



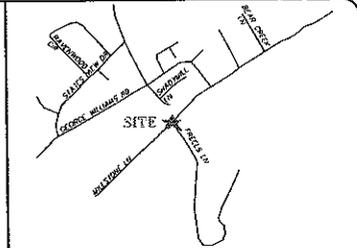
Jack M. Tallent, II

JMT:ces
Enclosure

Millstone Ln / Freels Ln Property-File # 7-D-16-RZ

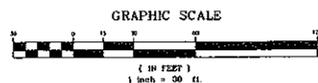
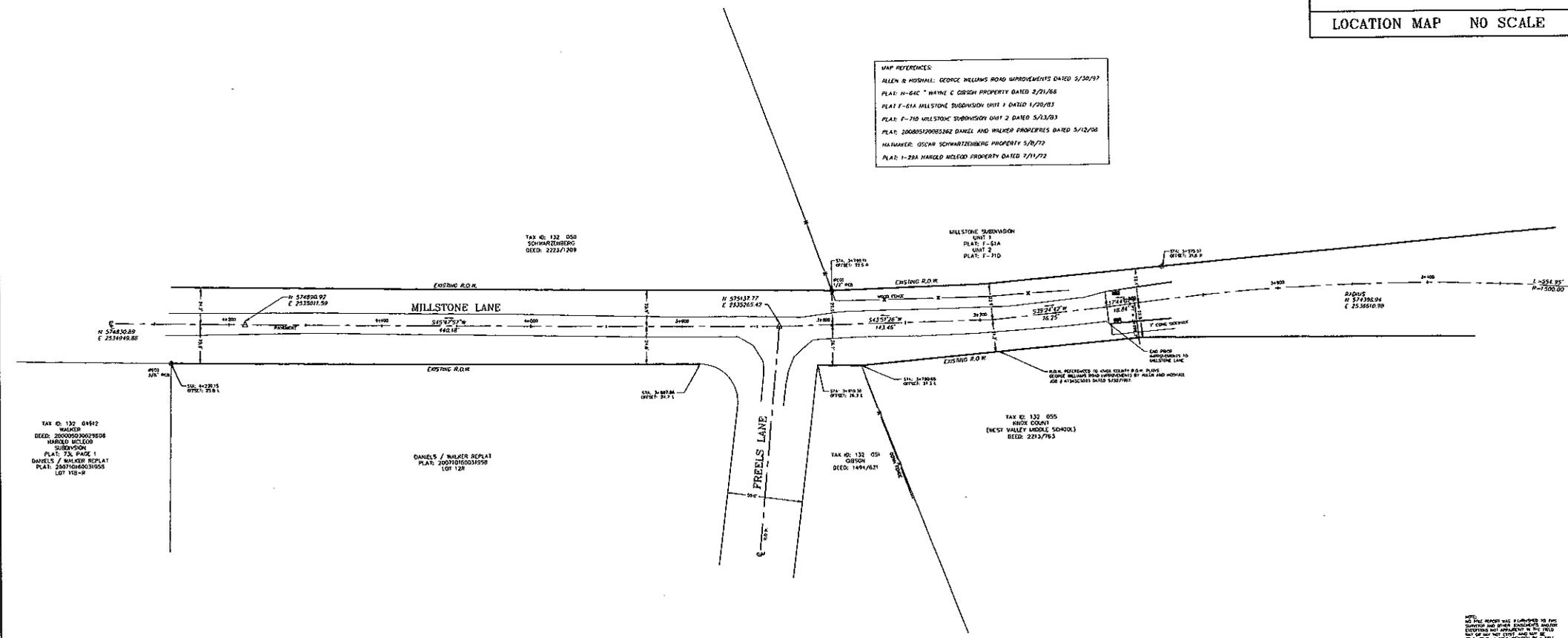


Approximate scale representation



LOCATION MAP NO SCALE

MAP REFERENCES:
 ALLEN & HOSSIAL: GEORGE MILLBROOK ROAD IMPROVEMENTS DATED 5/30/97
 PLAT: H-64C WAYNE C OGDEN PROPERTY DATED 2/21/68
 PLAT: F-61A MILLSTONE SUBDIVISION UNIT 1 DATED 1/20/83
 PLAT: F-710 MILLSTONE SUBDIVISION UNIT 2 DATED 5/12/83
 PLAT: 20680520063262 DANIEL AND WALKER PROPERTIES DATED 5/12/04
 HANNAUER: OSCHM SCHWARTZBERG PROPERTY 5/20/72
 PLAT: I-28A HAROLD NEELEDD PROPERTY DATED 7/11/72



NOT TO SCALE
 THIS REPORT HAS BEEN PREPARED BY THE SURVEYOR AND DOES NOT REPRESENT THE SURVEYOR'S OPINION ON THE ACCURACY OF THE DATA PROVIDED BY THE CLIENT OR THE RESULTS OF THE SURVEY.

BY: *[Signature]*
 RYAN S. LYNCH
 SURVEYOR
 TENNESSEE No. 1441
 8/6/16



LYNCH SURVEYS LLC SUBDIVISIONS AS-BUILTS SITE DESIGN 4405 OOSTER RD. KNOXVILLE, TENN. 37912 865-984-2630 FAX: 865-984-2801 WWW.LYNCHSURVEY.COM		SURVEY FOR:	S & E Properties 405 Montbrook Lane Knoxville, Tennessee 37919 Phone: (865) 691-1111	RIGHT-OF-WAY SURVEY OF:	PROJECT NO. 3929
		SURVEYED BY: R. LYNCH CHECKED BY: R. LYNCH APPROVED BY: R.S.L. SCALE: 1"=30' DATE: 8/6/2016		REVISIONS	

7-D-16-RZ - cor - Kennerly

KM KENNERLY MONTGOMERY

Attorneys & Counselors Since 1916

E-MAIL: bcollins@kmfpc.com



August 31, 2016

Knoxville-Knox County Metropolitan Planning Commission
Attn: Mike Reynolds
400 W. Main St, #403
Knoxville, Tennessee 37902

VIA HAND DELIVERY

Re: File Number 7-D-16-RZ

Mr. Reynolds:

Enclosed for filing please find an August 31, 2016 survey prepared by Gary C. Clark (the "Clark Survey"), which addresses some of the property line and right-of-way issues surrounding the above-referenced file number.

As you will see, the Clark Survey contradicts the property lines indicated on the August 6, 2016 survey submitted by the applicant, which was prepared by Lynch Surveys LLC (the "Lynch Survey"). Relying on field measurements obtained by locating and surveying the boundaries described in applicable deeds of record, the Clark Survey clearly shows that the known property lines around Millstone Lane near its intersection with Freels Lane are significantly narrower than indicated on the Lynch Survey. Specifically, the property owned by Tim Gibson to the south of Millstone Lane is only 6-7 feet from the roadway edge rather than 15-16 feet as suggested by the Lynch Survey.

We have still not located any documents dedicating right of way to Knox County for this particular strip of Millstone Lane. This being the case, I do not see how Knox County can legitimately claim right of way rights outside of the existing roadbed. We believe that, in fact, there may be bands of property on the north and south sides of Millstone Lane that were not conveyed by some old deeds parceling out this area and are still owned by unidentified persons. This would include the 6-7 foot strip between Mr. Gibson's property and the roadway edge. We have not yet commenced a full title search to identify these persons because we just received the Clark Survey showing the known boundary lines; however, ascertaining with certainty the existence and identity of these potential property owners is imperative because they have property rights that could be impacted by a rezoning.

Furthermore, the Clark Survey shows that the boundaries of the applicant's property and that of Tim Gibson to the east are not as indicated on the Lynch Survey. Contrary to the Lynch Survey, the northern line of Mr. Gibson's property actually extends west across Freels Lane and into the area for which the applicant has requested rezoning. Although the section of Mr.

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Gibson's land to the west of Freels Lane is admittedly small, this does not change the fact that the applicant does not have the authority to request a rezoning for this property owned by Mr. Gibson.

In light of this new information, we believe that the rezoning should either be denied or postponed indefinitely in order for these issues to be resolved.

Thank you for your attention to this matter. Please feel free to contact me should you have any questions.

Respectfully,

KENNERLY, MONTGOMERY & FINLEY, P.C.

By: 

Briton S. Collins, Esq.

Enclosure

Cc: Arthur Seymour, Jr., Esq.

KM **KENNERLY MONTGOMERY**
Attorneys & Counselors Since 1916

E-MAIL: jtallent@kmfpc.com

August 4, 2016

Knoxville-Knox County Metropolitan Planning Commission
Knoxville City County Bldg
400 W Main St #403
Knoxville, TN 37902

Re: File Number 7-D-16-RZ

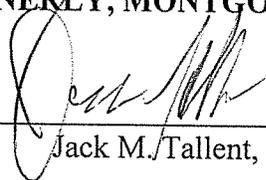
To Whom It May Concern:

Enclosed please find a Petition for filing regarding rezoning of Millstone Lane/Freels Lane Property, File Number 7-D-16-RZ. The petition contains electronic signatures and comments of many concerned citizens. Feel free to contact me should you have any questions.

Very truly yours,

KENNERLY, MONTGOMERY & FINLEY, P.C.

By



Jack M. Tallent, II

JMT:ces
Enclosure

**Millstone Neighbors: Oppose the Rezoning of the Millstone Ln / Freels Ln
Property-File # 7-D-16-RZ**

THE UNDERSIGNED citizens and residents of Knox County, Tennessee come together for the purpose of petitioning the Knoxville-Knox County Metropolitan Planning Commission in opposition to the rezoning application by S&E Properties, LLC, being File # 7-D-16-RZ. As grounds for their opposition, the undersigned state the following:

There is not sufficient existing right of way to accommodate the infrastructure improvements that will be necessary to support the proposed development. The proposed development is in an isolated location on Millstone Lane, which is a small dead-end street in West Knox County that currently serves less than twenty houses. There is no other access point for the proposed development than from Millstone Lane, meaning that the development, if approved, will result in an approximate 10-fold increase in vehicle traffic on Millstone Lane. MPC's staff and Knox County Engineering have both stated that any rezoning and development of the subject property will require the widening of portions of Millstone Lane to accommodate the increased traffic and the installation of sidewalks due to the West Valley parental responsibility zone. However, our attorneys advise us that a review of the Knox County land records indicates that there is not sufficient existing right of way to allow Millstone Lane to be widened and improved in this way – a conclusion that has been confirmed by Knox County Engineering. While S&E could certainly try to secure additional right of way to accommodate the development, one of the properties from which right of way would have to be secured is owned by Tim & Shirley Gibson, who are opposed to the rezoning and development and are adamant that they will not sell any right of way in aid of this proposed development.

S&E's proposed density and MPC staff's recommended density are both incompatible with adjacent zones, and thus contrary to the Knox County Zoning Ordinance. PR zoning is not appropriate for every residential development, but is instead intended to encourage developers to use imaginative solutions to environmental design problems and to create developments that are compatible with adjacent zones. In this case, the adjacent zones are all Agricultural with an average density of only .14 du/ac. MPC staff has recommended a density of 3 du/ac despite expressly acknowledging that such a density is not compatible with adjacent zones. The 5 du/ac requested by S&E is even

worse. Rezoning the subject property to PR with a density that is acknowledged to be incompatible with the adjacent zones is not only contrary to the requirements of the Knox County Zoning Ordinance, but will also negatively impact the property values of the adjacent and surrounding properties. This is not to mention the effect that such a rezoning will have on the livability and value of the surrounding properties, which were purchased with the specific intent of living in a large-tract zone.

S&E's concept plan evidences that S&E envisions a development that is inconsistent with the surrounding area, the PR zoning guidelines, and MPC's staff recommendations. S&E has filed a concept plan that gives no consideration whatsoever to the purposes or requirements of PR zoning, nor to the impact the proposed development would have on the surrounding community. For instance, the concept plan depicts a 136-lot development on 40 acres, yielding a density of 3.4 du/ac. However, included within the proposed development are two existing houses on large plots of land that are not numbered and appear to only be included within the boundaries of the proposed development in order to attempt to dilute density. If these two plots are removed, then the development's true density is approximately 3.8 du/ac. MPC staff has recommended that any development of the subject property include large periphery lots to buffer the adjacent properties. However, approximately 50 periphery or adjacent lots depicted on the concept plan are .25 acres or smaller, with some being as small as .16 acres. This is incompatible with not only the Knox County Zoning Ordinance but also the MPC staff recommendations. Finally, MPC's PR guidelines require that at least 15% of the development be set aside as usable open space and recreational area. However, there is no open space or recreational area reserved on the concept plan other than 3 detention ponds. Again, this is incompatible with MPC requirements.

There are significant topographic and hydrologic concerns respecting the subject property. The subject property has historically been subject to heavy flooding. There is also known karst topography in the area, including a well-developed cave system that runs immediately beneath the subject property. These factors raise legitimate concerns about the safety and practicality of constructing a dense subdivision on the subject property, including high risks to surrounding property owners of increased flooding and sinkhole development.

There are risks of damage to nearby water and septic systems. Most of the immediately adjacent properties rely on well water and septic systems, both of which may be at risk of damage and contamination if this development moves forward as proposed.

Approving the proposed rezoning will exacerbate existing traffic conditions at the intersection of Millstone Lane and George Williams Road. This intersection serves as one of two main access points for West Valley Middle School. Because Millstone Lane is a dead-end street, every vehicle going to or from the proposed development must necessarily travel through this intersection. The intersection is already a point of major traffic congestion in the area – particularly when West Valley Middle School is in session – to the point that there are times when vehicles cannot move due to school traffic. While a traffic study has not yet been conducted, MPC staff has estimated that the proposed development will yield an additional 1,900 vehicle trips per day through this intersection, which will exacerbate a very significant problem.

Approving the proposed rezoning will exacerbate existing school overcrowding. West Valley Middle School is already overcrowded, and this proposed development, if approved at the requested or recommended densities, will result in additional students enrolling, again exacerbating an existing problem.

IN CONSIDERATION OF THE FOREGOING CONCERNS, the undersigned citizens request that MPC deny S&E's rezoning application. If a rezoning to PR is to be approved, however, the undersigned citizens request that the approved density be no more than 1.5 du/ac, which we believe would be a reasonable compromise between S&E's desire to develop the property for profit and the community concerns expressed above – particularly the zone compatibility issues presented by the surrounding properties. Finally, if a rezoning to PR is to be approved, we also request that MPC require all periphery lots within the proposed development to be 1 acre in size or more, which will allow for sufficient buffer between the surrounding lots and the development to minimize the impact that the development will have on the community's existing large lots and tracts, which are zoned Agricultural.

Change.org Millstone Neighbors Signature List for Opposition Property File: #7-D-16-RZ

Signator	City	State	Postal Code	Signed On
Mike Campbell	Knoxville	Tennessee	37922	7/28/2016
Nancy DeTrana	Knoxville	Tennessee	37934	7/28/2016
Cristie Rabalais	Brandon	Mississippi	39042	7/28/2016
Becky Walker	Knoxville	Tennessee	37917	7/28/2016
Leigh Ann Cheung	Knoxville	Tennessee	37922	7/28/2016
Chris Wingo	Knoxville	Tennessee	37922	7/28/2016
james gorney	Knoxville	Tennessee	37922	7/28/2016
Tanya Johnson	Lexington	South Carolina	29072	7/28/2016
Katie Giddens	Knoxville	Tennessee	37922	7/28/2016
Tinah Utsman	Knoxville	Tennessee	37917	7/28/2016
Tina Gibson	Knoxville	Tennessee	37922	7/28/2016
Amanda Davenport	Strawberry Plains	Tennessee	37871	7/28/2016
Ryan Blair	Knoxville	Tennessee	37920	7/28/2016
Catharine Hatcher	Knoxville	Tennessee	37920	7/28/2016
George Anas	McGaheysville	Virginia	22840	7/28/2016
jennifer fuson	knoxville	Tennessee	37917	7/28/2016
Carl Worsham	Knoxville	Tennessee	37922	7/28/2016
Tracy Wingo	Knoxville	Tennessee	37923	7/29/2016
Ed Shelley	Knoxville	Tennessee	37922	7/29/2016
Frances Thomforde	New Market	Tennessee	37820	7/29/2016
Beth neil	Lebanon	Tennessee	37090	7/29/2016
Gidget Deal	Knoxville	Tennessee	37918	7/29/2016
Sherrie McCarty	Knoxville	Tennessee	37922	7/29/2016
George Simler	Knoxville	Tennessee	37922	7/29/2016
George Sanford	Knoxville	Tennessee	37922	7/29/2016
Holly Williams	Knoxville	Tennessee	37909	7/29/2016
Carol Wingo	Knoxville	Tennessee	37922	7/29/2016
Kelly Rogers	Knoxville	Tennessee	37922	7/29/2016
Yvette Tobin	Knoxville	Tennessee	37922	7/29/2016
Valerie Mire	Knoxville	Tennessee	37919	7/29/2016
Thomas Ehrensing	Knoxville	Tennessee	37922	7/29/2016
Teresa Lange	Knoxville	Tennessee	37922	7/29/2016
Amanda Day	Knoxville	Tennessee	37922	7/29/2016
Deanna Ward	Knoxville	Tennessee	37922	7/29/2016
Karen Honeycutt	Knoxville	Tennessee	37922	7/29/2016
Lori Middleton	Knoxville	Tennessee	37922	7/29/2016
Sheri Campbell	Knoxville	Tennessee	37922	7/29/2016
Pamela Riffle	Salem	Virginia	24153	7/29/2016
SCOTT SIMS	Knoxville	Tennessee	37922	7/29/2016
Kati Sanford Goodner	Knoxville	Tennessee	37922	7/29/2016
Linda Staton	Knoxville	Tennessee	37932	7/29/2016
Velvet Schweitzer	Knoxville	Tennessee	37922	7/29/2016
Heather Ramey	Knoxville	Tennessee	37922	7/29/2016
Erika Adams	Lenoir City	Tennessee	37771	7/29/2016
Cathy Barnes	Knoxville	Tennessee	37934	7/29/2016
Holly Sanford	Knoxville	Tennessee	37922	7/29/2016
Alex DeTrana	Knoxville	Tennessee	37922	7/29/2016
Bradley Hatcher	Knoxville	Tennessee	37917	7/29/2016
Charles Griffin	Knoxville	Tennessee	37917	7/29/2016
Cathy Morrison	Knoxville	Tennessee	37931	7/29/2016
whitney lawrence	Knoxville	Tennessee	37923	7/29/2016

Erin Sanford	Knoxville	Tennessee	37929	7/29/2016
Brian Dunleavy Dunleavy	Knoxville	Tennessee	37923	7/29/2016
Tonya Fitzgerald	Knoxville	Tennessee	37922	7/29/2016
Amy Stanfield	Knoxville	Tennessee	37921	7/29/2016
Meredith Lind	Knoxville	Tennessee	37922	7/29/2016
Grace Novinger	Knoxville	Tennessee	37917	7/29/2016
Madeline Thompson	Knoxville	Tennessee	37923	7/29/2016
Nathan Goodner	Knoxville	Tennessee	37922	7/29/2016
Sarah Ringley	Morristown	Tennessee	37814	7/29/2016
Jessica Cudzilo	Knoxville	Tennessee	37922	7/29/2016
caroline mercer	Knoxville	Tennessee	37922	7/29/2016
Corey Cudzilo	Knoxville	Tennessee	37922	7/29/2016
Judy Justice	Knoxville	Tennessee	37919	7/29/2016
Cydney Hensley	Knoxville	Tennessee	37922	7/29/2016
James Cudzilo	Knoxville	Tennessee	37923	7/29/2016
Frank Hall	Knoxville	Tennessee	37931	7/29/2016
Beverly C Gibbons	Knoxville	Tennessee	37922	7/29/2016
Patricia Ehrensing	Knoxville	Tennessee	37922	7/29/2016
Sharon Giles	Powell	Tennessee	37849	7/29/2016
Matthew Evans	Knoxville	Tennessee	37919	7/29/2016
Katie Kehne	Knoxville	Tennessee	37922	7/29/2016
Les Anas	Salem	Virginia	24153	7/29/2016
Allison Jackson	Knoxville	Tennessee	37923	7/29/2016
Kayla McCullough	Hot Springs National Par	Arkansas	71901	7/29/2016
Jennifer Rieger	Knoxville	Tennessee	37934	7/30/2016
Jamie Mitchell	Montgomery	Alabama	36111	7/30/2016
Kelly Norrell	Knoxville	Tennessee	37919	7/30/2016
Susan Eiland	Knoxville	Tennessee	37922	7/30/2016
Susan Simler	Knoxville	Tennessee	37922	7/30/2016
Dean Burress	Knoxville	Tennessee	37916	7/30/2016
Lisa Polte	Knoxville	Tennessee	37919	7/30/2016
Angela Roberts	Knoxville	Tennessee	37922	7/30/2016
JoAnna Lochen	Orlando	Florida	32835	7/30/2016
Shannon Blevins	Knoxville	Tennessee	37922	7/30/2016
Gary Morgan	Knoxville	Tennessee	37922	7/31/2016
Missy Speaks	Knoxville	Tennessee	37934	7/31/2016
Libby McCammon	Knoxville	Tennessee	37934	7/31/2016
Mike Compton	Knoxville	Tennessee	37922	7/31/2016
Edwin Guion	Knoxville	Tennessee	37922	7/31/2016
Gina Rose Epperson	Knoxville	Tennessee	37924	7/31/2016
dan sparkes	Knoxville	Tennessee	37922	7/31/2016
Kevin Anderson	Knoxville	Tennessee	37922	7/31/2016
Jami Anderson	Knoxville	Tennessee	37922	7/31/2016
Rebecca Ware	Knoxville	Tennessee	37922	7/31/2016
Alex Marks	Knoxville	Tennessee	37923	7/31/2016
Sandra Cogburn	Knoxville	Tennessee	37922	7/31/2016
Connie Cole	Knoxville	Tennessee	37922	7/31/2016
Jennifer Kurtz	Knoxville	Tennessee	37922	7/31/2016
Bill Fitzgerald	Knoxville	Tennessee	37922	7/31/2016
Jeff Johnson	Knoxville	Tennessee	37917	7/31/2016
Suzanne Caruthers	Knoxville	Tennessee	37919	7/31/2016
Michele Jackson	Knoxville	Tennessee	37917	7/31/2016
Marti Townsend	Knoxville	Tennessee	37922	7/31/2016

susan price	Knoxville	Tennessee	37932	7/31/2016
cindy pack	Knoxville	Tennessee	37922	7/31/2016
Valerie Sanders	Knoxville	Tennessee	37922	7/31/2016
Leigh Seaman	Knoxville	Tennessee	37922	7/31/2016
Marc Rodriguez	Knoxville	Tennessee	37922	7/31/2016
Joanne Fuller	Knoxville	Tennessee	37922	7/31/2016
Eddie Mercer	Knoxville	Tennessee	37922	7/31/2016
Hazel Moxim	Knoxville	Tennessee	Knoxville	7/31/2016
Paul Pipkin	Knoxville	Tennessee	37922	7/31/2016
Sandra Kaplan	Knoxville	Tennessee	37931	7/31/2016
Sheri Weaver	Knoxville	Tennessee	37922	7/31/2016
Frank Long	Knoxville	Tennessee	37922	7/31/2016
Stephen Powell	Knoxville	Tennessee	37922	7/31/2016
Katina Bandy	Knoxville	Tennessee	37922	7/31/2016
Cindy Thomas	Knoxville	Tennessee	37922	7/31/2016
Robby Eddins	Knoxville	Tennessee	37934	7/31/2016
Roy Lessly	Knoxville	Tennessee	37922	7/31/2016
Casey Howard	Knoxville	Tennessee	37934	7/31/2016
Holly Aytes	Knoxville	Tennessee	37922	7/31/2016
Deanna Surber	Knoxville	Tennessee	37919	8/1/2016
Marcus Robertson	Knoxville	Tennessee	37922	8/1/2016
Cheryl McKenry	Knoxville	Tennessee	37909	8/1/2016
Isabel Urdal	Knoxville	Tennessee	37922	8/1/2016
Dan Baker	Knoxville	Tennessee	37922	8/1/2016
Heather Cook	Knoxville	Tennessee	37922	8/1/2016
April Ella	Knoxville	Tennessee	37922	8/1/2016
Jacqueline MacDonald	Knoxville	Virginia	37922	8/1/2016
Cortney Robertson	Knoxville	Tennessee	37922	8/1/2016
Kristie Hopwood	Knoxville	Tennessee	37922	8/1/2016
Victoria Ursitti	Knoxville	Tennessee	37922	8/1/2016
Vicky Dyer	Knoxville	Tennessee	37931	8/1/2016
Nancy Dunleavy	Knoxville	Tennessee	37923	8/1/2016
Chuck Moore	Knoxville	Tennessee	37922	8/1/2016
Kelly McPherson	Knoxville	Tennessee	37930	8/1/2016
Caroline Badgett	Knoxville	Tennessee	37922	8/1/2016
John Schwartz	Knoxville	Tennessee	37922	8/1/2016
Sheryldine Bates	Knoxville	Tennessee	37914	8/1/2016
Randall Armstrong	Knoxville	Tennessee	37934	8/1/2016
Craig Fernandes	Knoxville	Tennessee	37922	8/1/2016
Stan Hurt	Knoxville	Tennessee	37922	8/1/2016
Jennifer Baker	Knoxville	Tennessee	37922	8/1/2016
Vicky Estes	Knoxville	Tennessee	37922	8/1/2016
Giedrius Sodonis	Knoxville	Tennessee	37922	8/1/2016
Caitlin Stinnette	Knoxville	Tennessee	37923	8/1/2016
Sarah Badgett	Knoxville	Tennessee	37922	8/1/2016
Kathleen Whitcomb	Knoxville	Tennessee	37922	8/1/2016
Jesse Morgan	Knoxville	Tennessee	37922	8/1/2016
Zulette Melnick	Knoxville	Tennessee	37919	8/1/2016
steve vasgaard	Knoxville	Tennessee	37922	8/1/2016
Sally Hedgepeth	Knoxville	Tennessee	37922	8/1/2016
Susan Weeks	Knoxville	Tennessee	37922	8/1/2016
Stephen Ferrell	Knoxville	Tennessee	37922	8/1/2016
Maria Edwards	Knoxville	Tennessee	37922	8/1/2016

Nancy Dunn	Knoxville	Tennessee	37922	8/1/2016
Heather McLellan	Knoxville	Tennessee	37922	8/1/2016
Tammy Meyers	Knoxville	Tennessee	37922	8/1/2016
Amy Chumley	Knoxville	Tennessee	37917	8/1/2016
Bradley Flowers	Knoxville	Tennessee	37932	8/1/2016
Gabriel Woodson	Knoxville	Tennessee	37923	8/1/2016
Ron Lubke	Knoxville	Tennessee	37917	8/1/2016
Steven Moseley	Knoxville	Tennessee	37922	8/1/2016
George Laurence Krieps	Knoxville	Tennessee	37923	8/1/2016
Marietta Fargueson	Knoxville	Tennessee	37923	8/1/2016
Jay Meyers	Knoxville	Tennessee	37922	8/1/2016
KENNETH BARTLETT	Knoxville	Tennessee	37922	8/1/2016
Michelle Tamer	Knoxville	Tennessee	37922	8/1/2016
Megan Mansfield	Knoxville	Tennessee	37922	8/2/2016
Katie Wood	Knoxville	Tennessee	37923	8/2/2016
Martin Wood	Knoxville	Tennessee	37923	8/2/2016
Jessica Cheverton	Knoxville	Tennessee	37931	8/2/2016
Brian Kline	Knoxville	Tennessee	37922	8/2/2016
Kelly Piper	Knoxville	Tennessee	37909	8/2/2016
Melanie Kline	Knoxville	Tennessee	37923	8/2/2016
Leslie Adamczyk	Knoxville	Tennessee	Knoxville	8/2/2016
Joe Mansfield	Knoxville	Tennessee	37922	8/2/2016
Edward Strollo	Knoxville	Tennessee	37922	8/2/2016
Marianne & Kenneth Goodwin	Knoxville	Tennessee	37922	8/2/2016
Ryan Grose	Knoxville	Tennessee	37922	8/2/2016
Heatb Cheverton	Knoxville	Tennessee	37931	8/2/2016
Rebecca Gorney	Albany	New York	12210	8/2/2016
Michael Bazzett	Minneapolis	Minnesota	55409	8/2/2016
Martie Wood	Knoxville	Tennessee	37931	8/2/2016
Melissa Towle	Knoxville	Tennessee	37922	8/2/2016
Jessica Ritter	Knoxville	Tennessee	37931	8/2/2016
Marie Crawford	Knoxville	Tennessee	37922	8/2/2016
Melissa Slaymaker	Knoxville	Tennessee	37922	8/2/2016
Laura McFee-Adams	Knoxville	Tennessee	37934	8/2/2016
Natalia Hafner	Knoxville	Tennessee	37922	8/2/2016
William Pagett	Knoxville	Tennessee	37922	8/2/2016
Will Turcios	Knoxville	Tennessee	37922	8/2/2016
Jessica Wilson	Knoxville	Tennessee	37919	8/2/2016
Mary Bruer	Knoxville	Tennessee	37922	8/2/2016
Nolen Campbell	Knoxville	Tennessee	37922	8/2/2016
Steven Wrzesniewski	Knoxville	Tennessee	37922	8/2/2016
Bruno Bazzett	Minneapolis	Minnesota	55409	8/2/2016
Suzanne Carswell	Knoxville	Tennessee	37922	8/2/2016
Sean Bazzett	Knoxville	Tennessee	37922	8/2/2016
David Whitcomb	Knoxville	Tennessee	37922	8/2/2016
Derwin Hagood	Knoxville	Tennessee	37922	8/2/2016
Dennis Jeffers	Knoxville	Tennessee	37922	8/3/2016
David Kleinschmidt	Ward	Alabama	36922	8/3/2016
Donald Bailey	Knoxville	Tennessee	37922	8/3/2016
Andrea Mayfield	Knoxville	Tennessee	37922	8/3/2016
John McDonnell	Knoxville	Tennessee	37922	8/3/2016
grier novinger	Knoxville	Tennessee	37919	8/3/2016
Coral Turner	Knoxville	Tennessee	37922	8/3/2016

Charles Teague	Knoxville	Tennessee	37922	8/4/2016
Mary Teague	Knoxville	Tennessee	37922	8/4/2016

Comments

Name	Location	Date	Comment
Tanya Johnson	Lexington, SC	2016-07-28	Thus land is so important to my friends and neighbors to remain green space. I support thier decision
Katie Giddens	Knoxville, TN	2016-07-28	The traffic on this street because of traffic West valley school, safety of the children on this street, joggers, walkers and wild life that is abundant and have no where else to go if their habitat is taken away. Our street cannot handle any more traffic on this street. Traffic backs up of the morning and afternoon to pick up students at the school, blocks traffic and turn around in our drive ways, blocks our entrance to homes and mailboxes. Not safe.
Tinah Utsman	Knoxville, TN	2016-07-28	Keep it green!
Chris wingo	Knoxville, TN	2016-07-28	There is no way Millstone Lane can support this traffic. There is only one way in and one way out with this development. This would add over 1,900 cars per day passing by our homes. This is a safety issues. Keep Millstone and Freels the way is. A safe and great place to live!
james gorney	Knoxville, TN	2016-07-28	This is a unique, very quiet residential neighborhood with estate sized lots of several acres. Millstone Lane itself is a small country road, already bottlenecked twice each weekday, as it terminates at the entrance to West Valley Middle School. Adding densely populated sub-divisions to Millstone would result in unmanagable congestion. The entire special character of the neighborhood would be severely altered by excessive new development.
Nancy DeTrana	Knoxville, TN	2016-07-28	Our family recently purchased a home on Millstone lane due to the estate-sized lot and quiet street. This proposed development would change the face of this area, adding almost 2,000 car trips per day in this already congested area. This is such a unique neighborhood that would be irreversibly changed by this proposed development.
George Anas	McGaheysville, VA	2016-07-28	I have family in the neighborhood and we visit often. We appreciate what it is now and do not want the area developed.
jennifer fuson	knoxville, TN	2016-07-28	Stop. Just stop.
Catharine Hatcher	Knoxville, TN	2016-07-28	This is a beautiful quiet deadend neighborhood. The homes are all on very large estate sized lots. The proposed development would be a a traffic nightmare and an eyesore.
Carl Worsham	Knoxville, TN	2016-07-28	Traffic will be dangerous for the neighborhood and school children attending the nearby school. Also the existing road will be hazardous to existing homes due to location of driveways that cannot be relocated.
Frances Thomforde	New Market, TN	2016-07-29	I have friends in this area and I have worked at Weat Valley Middle and understand the congestion that is already present in this neighborhood. This little conclave cannot support the housing density that is being proposed. Please stop this plan as it is now written.
Beth neil	Lebanon, TN	2016-07-29	ruining land with house developments that are cheap,small-no lot line-ruin values of other homes that have been there for years.EYE SORE FOR LIFE
Beth neil	Lebanon, TN	2016-07-29	It ruins the value of homes that have been there for years-cheap homes-no lot lines.A complete eye sore for this spot of land that is getting harder and harder to find in communities of America.
George Sanford	Knoxville, TN	2016-07-29	I am signing to oppose S&E Properties plan to over develop our local community on Millstone Lane.
Carol Wingo	Richland, WA	2016-07-29	This is a small residential street and no capacity for that kind of extra traffic.

Name	Location	Date	Comment
valerie mire	Knoxville, TN	2016-07-29	This plan will negatively impact the value of the estate sized properties in that area. Additionally morning traffic is already dangerous on George Williams due to plenty of rental properties and the middle school. Traffic will impact other established neighborhoods in George Williams.
Thomas Ehrensing	Knoxville, TN	2016-07-29	This has to be the worst planed residential concept ever offered. Millstone and Freels may be the last two one lane roads in Knoxville! 136 homes will butcher this neighborhood.
Amanda Day	Knoxville, TN	2016-07-29	I live in the traffic zone. Too much!
deanna ward	knoxville, TN	2016-07-29	We don't need more houses off George Willisms to over crowd streets/schools!!
Kati Sanford Goodner	Knoxville, TN	2016-07-29	Our community cannot continue to support short-sighted high density/low quality development designed to maximize profit for the developers at the expense of the land, the infrastructure, and the quiet and agricultural character of the community. Approval of the proposed development would destroy much of what is valued by the community, and would significantly devalue the homes and property in the area around it.
C Barnes	Knoxville, TN	2016-07-29	We have an interest in this property stays more rural
Holly Sanford	Knoxville, TN	2016-07-29	Too much development for this area.
Tina Gibson	Knoxville, TN	2016-07-29	My husband has lived on Freels Lane 45 years and I have been here almost 20. We have watched George Williams, Fox, Confederate, and Peters Road in the past 10 years become saturated with growth. The schools are overcrowded as is. West Valley Middle school traffic is horrendous for those of us living on Millstone and Freels. I get blocked out of my own neighborhood by rude parents that are making U-turns or lining up to meet their kids. I've almost had head on collisions with parents turning around at the top of Freels. It's ridiculous! Our area cannot support more traffic, not to mention the eye sore a high density subdivision will add, and how this will affect our property values. This is such a beautiful area. Please help us maintain some green space.
Cathy Morrison	Knoxville, TN	2016-07-29	Let's keep some of God's nature intact and not develop every inch of land and killing all the trees and wildlife.
Brian Dunleavy Dunleavy	Knoxville, TN	2016-07-29	have a financial interest
Tonya Fitzgerald	Knoxville, TN	2016-07-29	To have a neighborhood of that volume there would be a nightmare for traffic.. There is no way the streets can be widened and could handle the volume of traffic.
Meredith Lind	Concord, TN	2016-07-29	We live around the corner from the road. The traffic around west valley middle school is terrible during the school year. This area can't handle anymore traffic. Please leave that property to be residential. We walk , run and ride bikes on that road because of the low car traffic.
Grace Novinger	Knoxville, TN	2016-07-29	This is a unique and rare area in Knoxville where houses are not on top of each other. Let's keep it that way!
Madeline Thompson	Knoxville, TN	2016-07-29	We don't need more houses

Name	Location	Date	Comment
Jessica Cudzilo	Knoxville, TN	2016-07-29	If proof is needed of how deeply greenspace is appreciated simply watch the amount of people who use our dead end streets as respite from their busy neighborhoods to walk their dogs, go for a run or take a leisurely stroll as a family. Our family is not ignorant of the fact that money is a powerful monster, but we'd be doing the wildlife a disservice to not speak up on their behalf. Our young girls have learned about deer - does and bucks - turkeys, what coyotes sound like when they howl in unison, turkeys and the latest sighting - a fox - all from their backyard! Of all the reasons this development would be disastrous, as a homeschooling mom, this pangs me the most.
Judy Justice	Knoxville, TN	2016-07-29	For many years I have regularly had occasion to drive on Millstone and Freels Lanes and am quite familiar with the traffic problems and safety issues resulting from the fact that the entrance to West Valley Middle School on George Williams Road is at the only point of access to these small dead end lanes. There is simply no room at the entrance to Millstone Lane for any significant increase in traffic volume.
Cydney Hensley	Knoxville, TN	2016-07-29	It is one of the few places in Knoxville that hasn't been developed and I would love to see it kept that way. You pull into Freels Lane and feel like you're in a completely different town, while not having left - it's so beautiful. I would hate to see it become a huge neighborhood.
Beverly C. Gibbons, Ph.D.	Knoxville, TN	2016-07-29	<p>Twenty years ago I took a walk during a late winter snow and discovered the beautiful, barely touched land owned by "Moose" and Joanne Schwartzburg. Before selling us four acres, they vetted us heavily regarding our commitment to preserve the natural environment and agricultural nature of the neighborhood.</p> <p>We have lived here now for eighteen years; and it is a beautiful, rural 'home place' for us near busy centers of Knox County.</p> <p>But Millstone Lane is not just for us. Our family from all over the country come here to visit and stay with us. And neighbors from many streets nearby come with dogs, children, and aged parents to walk the quiet road and enjoy the open fields and wooded areas we are fighting to preserve.</p> <p>The proposed development plan would destroy all this, creating massive traffic problems, overcrowding our school, lowering property values, and destroying green space and the character of the neighborhood. Please vote no on the rezoning and development proposal from S&E Properties.</p>
Nathan Goodner	Knoxville, TN	2016-07-30	I'm not adverse to development and change; I just believe a project like this should support and enhance the surrounding community. This specific development fails to consider either of these goals. It's objective seems to only center around a bottom line. Please come up with a plan that the community can rally behind and future infrastructure can realistically support.
Susan Simler	Knoxville, TN	2016-07-30	This area is beautiful and the natural habitat of so many animals. Please don't destroy it.
Lisa Polte	Knoxville, TN	2016-07-30	Leave green space as is. This lovely quiet community does not need disruption. There is a school next door that needs protection.
Angela Roberts	Knoxville, TN	2016-07-30	not conducive for that area
Angela Roberts	Knoxville, TN	2016-07-30	Too much traffic for this small private road.
JoAnna Lochen	Orlando, FL	2016-07-30	I care!
Gary Morgan	Knoxville, TN	2016-07-31	There is already heavy traffic on George Williams Road and speeding is also a problem. West Valley Middle School is also overcrowded.
Howdy Guion	Knoxville, TN	2016-07-31	Traffic issues are already significant. This development would make them much worse.

Name	Location	Date	Comment
dan sparkes	Knoxville, TN	2016-07-31	green spaces need to be maintained and not destroyed.
Kevin Anderson	Knoxville, TN	2016-07-31	9301 George Williams Road
Kevin Anderson	Knoxville, TN	2016-07-31	Seeing is believing https://drive.google.com/file/d/0B8_Y2vTCqQ4hOEZXRmxMcFFkbnM/view?usp=sharing
Rebecca Ware	Knoxville, TN	2016-07-31	I live in the area and traffic is already a nightmare. Please don't develop what little green space there is left in West Knoxville.
Sandra Cogburn	Knoxville, TN	2016-07-31	This subdivision would create over crowding in an already dense area leading to increased overcrowding in our schools.
Bill Fitzgerald	Knoxville, TN	2016-07-31	This would create traffic mess
Marti Townsend	Knoxville, TN	2016-07-31	We have more than enough subdivisions but not enough greenspace.
cindy pack	Knoxville, TN	2016-07-31	I live in the area . There is no realistic way that area can support the proposed additional housing , traffic, and infrastructure . I also fear for the safety of the children attending West Valley. Too much traffix will be forced through an already busy school zone!
Valerie Sanders	Knoxville, TN	2016-07-31	Further housing development in the area directly surrounding West Valley Middle School would be irresponsible. The petition letter covers many of the reasons perfectly well, but doesn't emphasize one important point - urban sprawl and land destruction in Knox Co are out of control. It would be wonderful to see leadership take the stance of preserving land, habitats, and green areas as much as possible. There are plenty of buildings and houses that already exist that just need to be remodeled or repurposed. Knox Co needs to think long term. A building should be built to last for hundreds of years and the undeveloped land should be preserved for future generations. The disposable culture is unsustainable and irresponsible. Now let's see if the decision makers will listen to the people that know the area best - the community that lives there!
Leigh Seaman	Knoxville, TN	2016-07-31	Overdevelopment in this area of Knoxville has already caused problems due to insufficient infrastructure. Space on roads, space in schools...this area is not conducive to the development proposed.
Ed Mercer	Knoxville, TN	2016-07-31	In support of Homeowners that live on Millstone and Freels Ln. Property should be developed to compliment surrounding properties not to devalue them.
Hazel Moxim	Knoxville, TN	2016-07-31	Too many developments are being approved without any consideration of traffic and the current communities that purchased homes based upon the extended area around their home. Developers have way too much influence and the existing communities have way too little influence. Stop over developing the west side of Knoxville!
Stephen Powell	Knoxville, TN	2016-07-31	I believe we do not need this additional population density added to our roads and schools. The roads are really not aduquat for the existing population much less increasing the density. Land use should be for single homes only.
Katina Bandy	Knoxville, TN	2016-07-31	I live in this area and don't want an increase in traffic.
Vicky Dyer	Knoxville, TN	2016-08-01	I have friends that this will affect.
Chuck Moore	Knoxville, TN	2016-08-01	Density way too high, too mych traffic on George Williams Rd. Mark my words there will head on collisions with too much traffic.

Name	Location	Date	Comment
Caroline Badgett	Knoxville, TN	2016-08-01	These families bought their property with the intent and assumption they would have a lot of land. Traffic is a major issue for all the neighborhoods around. We do not need any more housing developments around this area. Do not force these families to give up any of their land.
John Schwartz	Knoxville, TN	2016-08-01	Housing density too high for proposed development, and increased traffic will reduce safety for school children at West Valley Middle School. Also, during pick-up and drop-off times at the school the George Williams Rd is backed up; I could not even imagine the mess traffic will be with the additional cars from a new development as proposed.
Stan Hurt	Knoxville, TN	2016-08-01	We cannot stand the additional traffic of potentially 400 autos.
Jesse Morgan	Nashville, TN	2016-08-01	This is close to my neighborhood so I'd rather not see another development in the area. I do not want to have additional traffic to the area.
Zulette Melnick	Knoxville, TN	2016-08-01	Development plan entirely too dense for roads surrounding West Valley Middle School. This is also too dangerous for this small road with houses having no easements
steve vasgaard	Knoxville, TN	2016-08-01	It is inappropriate and too dense and traffic there is already bad during school. Plus the zoning
Susan Weeks	Knoxville, TN	2016-08-01	Increased traffic on George Williams will become even more dangerous. I moved here for the peaceful setting. We do not need another development In this area. All the green space and natural habitat for wildlife is in danger of perishing
Nancy Dunn	Knoxville, TN	2016-08-01	The traffic and overcrowding at WVMS is already a concern; this will make a disaster.
Heather McLellan	Knoxville, TN	2016-08-01	There is already too much traffic congestion on George Williams.
Gabriel Woodson	Knoxville, TN	2016-08-01	Such a beautiful part of Knoxville that would be a shame to lose to this type of over development.
George Laurence Krieps	Knoxville, TN	2016-08-01	Growth without planning for growth sake is chaos. And is in fact not growth at all, but a retraction of freedom.
Marietta Fargueson	Knoxville, TN	2016-08-01	Sergio Fargueson
KENNETH BARTLETT	Knoxville, TN	2016-08-01	I do not want all the extra traffic flow through our neighborhood
Katie Barnes	Sylva, NC	2016-08-02	Personal interest vested in this area of town. Also travel through mentioned intersection quite frequently (daily) and already find it to be congested.
Joe Mansfield	Knoxville, TN	2016-08-02	Concerned about traffic and congestion around the school
Rebecca Gorney	Burlington, VT	2016-08-02	My parents have lived on Millstone lane for nearly 25 years. It is a sanctuary of quiet and peacefulness in a growing city. The area has changed too much so quickly and more traffic, more people and more development is not needed!
Michael Bazzett	Minneapolis, MN	2016-08-02	This development is just flat-out a bad idea. Common sense.
Martie Wood	Knoxville, TN	2016-08-02	I have seen so many development approvals that sound reasonable at the time but turn into a totally different situation. That part of Knoxville is already quite overdeveloped, the additional strain on the school traffic and safety is not worth the profits by the development industry. We have to keep some agricultural areas in our county and city.
Marie Crawford	Knoxville, TN	2016-08-02	This proposed development will create massive overcrowding in this area.

Name	Location	Date	Comment
William Pagett	Knoxville, TN	2016-08-02	The two lane streets throughout this area are already dangerous due to the existing volume of traffic. The additional traffic generated by an additional 136 single-family homes will further degrade an already dangerous condition even further.
Steven Wrzesniewski	Knoxville, TN	2016-08-02	I believe this new subdivision would impact all of the current residences located in this area as well as West Valley Middle School. The layout of the project appears to be building large number residences in a relatively small area will create a safety issue with the increase use of the narrow roads in this area and George Williams which cannot support the increased traffic. The increase of students into the Knox County School System will cause additional stress on the already overcrowded facilities, understaffed and underpaid faculty thus causing taxes to be increased causing a burden on fixed income residence in the area.
Donald Bailey	Knoxville, TN	2016-08-03	I oppose the development
Andrea Mayfield	Knoxville, TN	2016-08-03	My family has enjoyed this beautiful rural homestead in suburban West Knoxville for nearly 20 years and we wish to maintain it's natural beauty and peaceful country surroundings.
Charles Teague	Knoxville, TN	2016-08-04	I agree with the complete wording of this petition.
Mary Teague	Knoxville, TN	2016-08-04	I agree with the concerns set forth in this petition.



Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>

[MPC Comment] MPC File No. 7-D-16-RZ

1 message

Briton S. Collins <bcollins@kmfpc.com>

Mon, Nov 7, 2016 at 4:07 PM

Reply-To: bcollins@kmfpc.com

To: "commission@knoxmpc.org" <commission@knoxmpc.org>

Cc: "gerald.green@knoxmpc.org" <gerald.green@knoxmpc.org>, "srwise@wiseandreeves.com" <srwise@wiseandreeves.com>

Chairwoman Longmire:

I represent a number of homeowners who are in opposition to the rezoning request submitted by S & E Properties designated as MPC File No. 7-D-16-RZ. That rezoning request is on MPC's November 10, 2016 agenda as item number 26. Due to the complexity of the issues relative to that rezoning request – in particular issues pertaining to whether there is sufficient right-of-way to allow for necessary infrastructure improvements – I respectfully request that I be provided more than the usual five minutes to present the opposition's position.

Thank you for your consideration.

Respectfully,

Briton

Briton S. Collins, Esq.

Kennerly, Montgomery & Finley, P.C.

550 Main Street, Fourth Floor, Knoxville, Tennessee 37902

P.O. Box 442, Knoxville, Tennessee 37901

Phone: (865) 546-7311

Fax: (865) 524-1773

E-mail: bcollins@kmfpc.com | www.kmfpc.com

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This message was directed to commission@knoxmpc.org

Draft Minutes

November 10, 2016

1:30 P.M. ♦ Small Assembly Room ♦ City County Building

The Metropolitan Planning Commission met in regular session on NOVEMBER 10, 2016 at 1:30 p.m. in the Main Assembly Room, City/County Building, and Knoxville, Tennessee. Members:

1. ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE

- | | |
|-----------------------------|----------------------------|
| Ms. Rebecca Longmire, Chair | Mr. Mac Goodwin |
| Mr. Herb Anders | * Mr. Charles F. Lomax, Jr |
| Ms. Gayle Bustin | Mr. Patrick Phillips |
| Ms. Laura Cole | Mr. Jeff Roth |
| Mr. Art Clancy | Mr. Scott Smith |
| Mr. Mike Crowder | Mr. Charles Thomas |
| Ms. Elizabeth Eason | Ms. Janice Tocher |

* Arrived late to the meeting. ** Left early in the meeting
A – Absent from the meeting

Agenda Item No.

MPC File No.

26. S & E PROPERTIES

7-D-16-RZ

Southeast side Millstone Ln., west side Freels Ln., Commission District 5.
Rezoning from A (Agricultural) to PR (Planned Residential).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE PR (Planned Residential) zoning at a density of up to 3 du/ac, subject to 3 condition.

COMMISSIONER SCOTT SMITH RECUSED FROM DISCUSSION OR VOTING ON THIS ITEM.

Arthur Seymour, Jr, 440 W Main Ave. for landowner and developer.
Property owner lives on the property and will continue to live adjacent to this property.
Eliminate conditions 1 & 2. Deal with lot configuration and lot size at the concept plan stage.
This is low density and staff always recommends higher density development near public facilities such as West Valley School.
There are large lots and then across the street are condominium developments.

People want smaller lots today.

COMMISSIONER ART CLANCY RETURNED TO THE MEETING AT THIS TIME.

Britton Collins, 550 Main Street, Suite 400, on behalf of homeowners in the area about 20 plus people stood in opposition.

Mr. Daniels house is included in the 40 acres and includes his brother's house. That is 6 acres that is already developed and will stay exactly as is and included only to allow them to have higher density and smaller lots in other portions.

Concern of people who have lived here for life and don't want this due to density and small lots.

1.5 is the density that is appropriate for this area.

The buffering requirement of larger lots needs to apply to the whole subdivision and gets to the 1 to 1.5 density.

Right of way is still being disputed.

Mike Reynolds

Yes the existing houses and acreage will be part of the overall zoned area and affect the density.

Gerald Green

Staff provides direction up front so developer and all know the intended direction of concept plan.

Purpose of planned residential is compatibility worked out at zoning stage.

MOTION (CLANCY) AND SECOND (PHILLIPS) WERE MADE TO APPROVE STAFF RECOMMENDATION PR (PLANNED RESIDENTIAL) UP TO 3 DU/AC SUBJECT TO 3 CONDITIONS. MOTION CARRIED 14-0-1. APPROVED.

REZONING **PLAN AMENDMENT**

Name of Applicant: S+E Properties
Date Filed: 5/23/2016 Meeting Date: 7/14/2016
Application Accepted by: M. Payne
Fee Amount: \$3500.00 File Number: Rezoning 7-D-16-RZ
Fee Amount: _____ File Number: Plan Amendment _____



PROPERTY INFORMATION

Address: Millstone Lane, Freels Lane
General Location: 3/4 Millstone Ln, 1/4 Freels Ln.
Parcel ID Number(s): 132-04909, 132-04918
132-04917
Tract Size: 40.34 acres
Existing Land Use: Residential
Planning Sector: Southwest County
Growth Policy Plan: Planned
Census Tract: 5707
Traffic Zone: 234
Jurisdiction: City Council _____ District
 County Commission 5 District

Requested Change
REZONING

FROM: Ag
TO: PR (5 du/acre)

PLAN AMENDMENT

One Year Plan _____ Sector Plan
FROM: _____
TO: _____

PROPOSED USE OF PROPERTY

Residential
Density Proposed 5 Units/Acre
Previous Rezoning Requests: _____

PROPERTY OWNER **OPTION HOLDER**

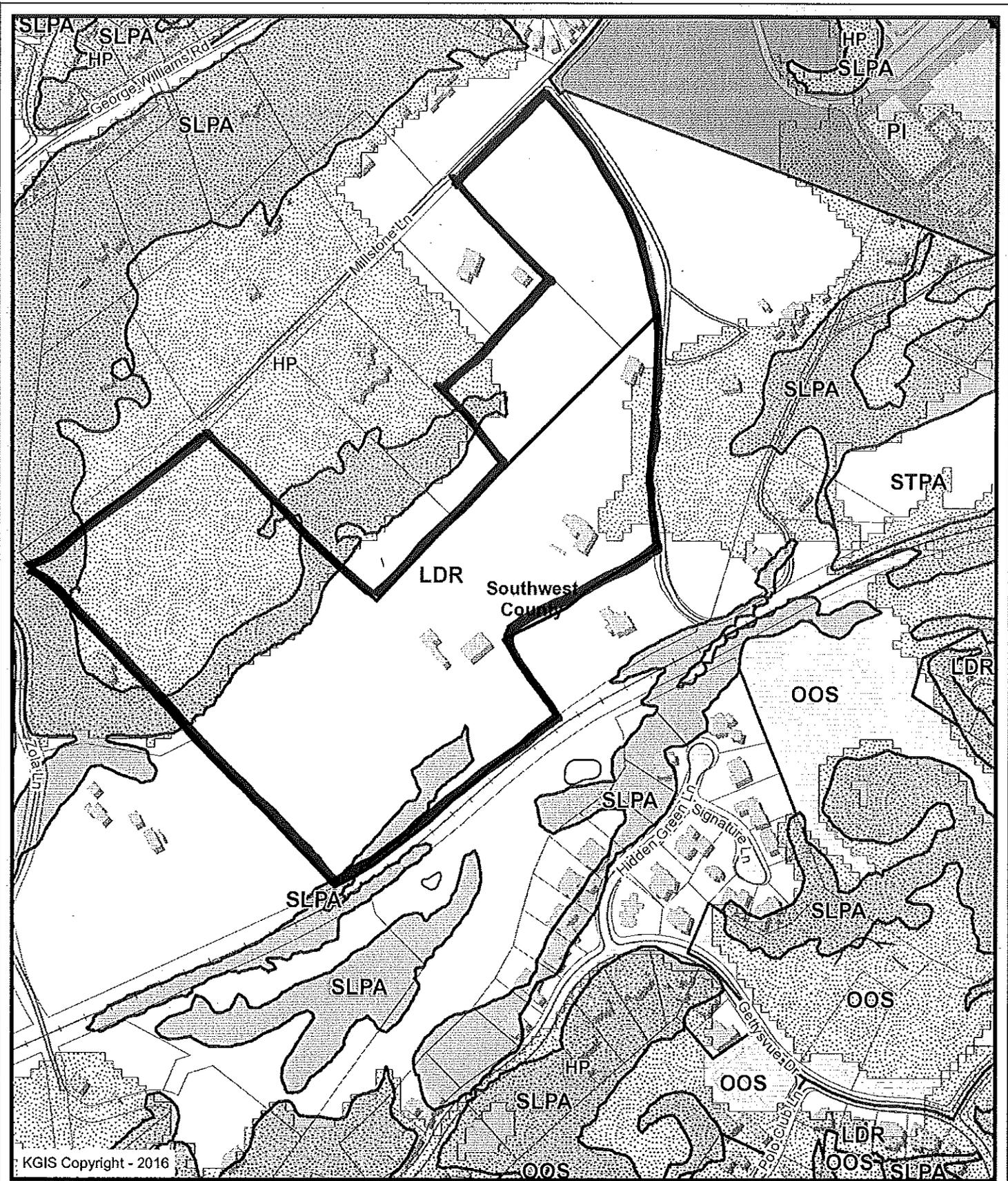
PLEASE PRINT
Name: Eric Moseley
Company: S+E Properties
Address: 405 Montbroad
City: Knoxville State: TN Zip: 37219
Telephone: 454-3727
Fax: _____
E-mail: _____

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:
PLEASE PRINT
Name: _____
Company: Same as above
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____
Fax: _____
E-mail: _____

APPLICATION AUTHORIZATION

I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request or holders of option on same, whose signatures are included on the back of this form.
Signature: [Signature]
PLEASE PRINT
Name: Eric Moseley
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____
E-mail: _____

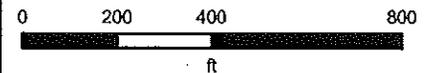


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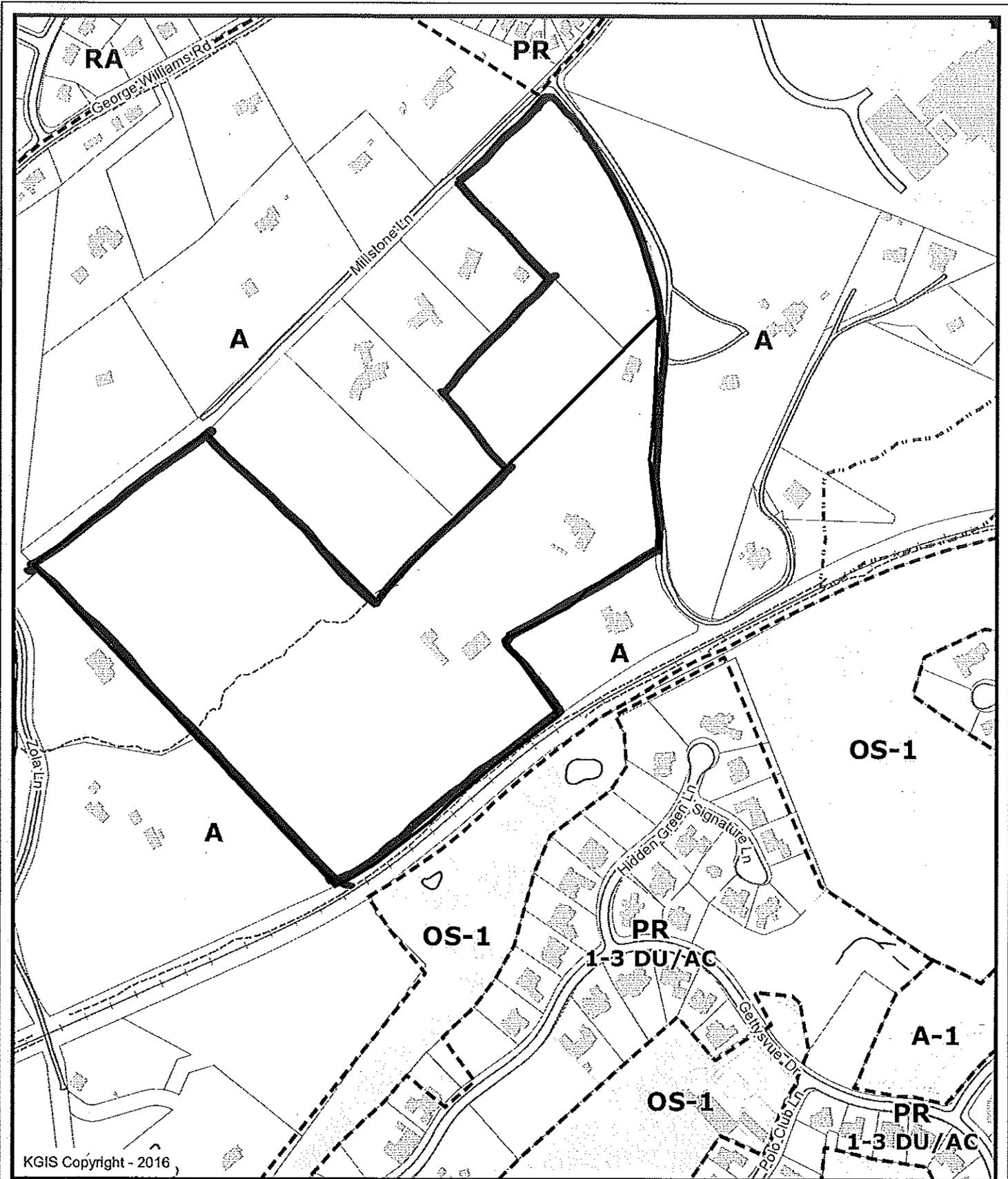
Letter Portrait

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Knoxville - Knox County - KUB Geographic Information System



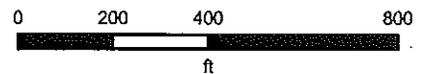
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Letter Portrait

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Knoxville - Knox County - KUB Geographic Information System



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Email: Louise.Watkins@knoxnews.com

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Date: 11/17/16

Account Number: 237952 (KC03787)

Company Name: MET. PLAN. COMM.

Contact Name:

Email: tina.piatt@knoxmpc.org

Address: 400 MAIN AVENUE SU 403, KNOXVILLE, TN, 37902

Phone: (865) 215-2506

Fax: 2152068

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PUBLIC NOTICE

The following items will be considered by the Board of County Commissioners on Monday, December 19, 2016, at 7:00 p.m. in the Main Assembly Room, City County Bldg, 400 Main St., Knoxville, TN. Data pertinent to these items may be seen in MPC's office, Fourth Fl. of the City County Bldg., Main St. and on MPC's website at www.knoxmpc.org. Knox County does not discriminate on the basis of disability in its provision of services, programs, activities or benefits. If you need assistance or accommodation for a disability, please contact the ADA office at 215-2952 & we will be glad to work with you in obliging any reasonable request.

Plans/Rezoning

S & E PROPERTIES - Southeast side Millstone Ln., west side Freels Ln., Commission District 5. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at 3 du/ac subject to 1 condition.

TURNER HOMES LLC - Northwest side Black Rd., north of Ridgeland Dr., Commission District 6. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at 1.5 du/ac.

DANIEL AND GRACE E. CASS LIVING TRUST - Southeast side Millertown Pike, northeast side Ellistown Rd., Commission District 8. Northeast County Sector Plan Amendment from LDR (Low Density Residential) to RC (Rural Commercial) and Rezoning from A (Agricultural) & RA (Low Density Residential) to CR (Rural Commercial). MPC Action: Adopted RC and approved CR.

HUTCHINS ASSOCIATES, P.C. - North

side Gray Hendrix Rd., west of Tsawasi Rd., Commission District 6. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve RA.
MESANA INVESTMENTS LLC - South side Westland Dr., west of Highland Lake Blvd., Commission District 5. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at 3 du/ac with 1 condition.

Thank you for your business. Our commitment to a quality product includes the advertising in our publications. As such, Gannett reserves the right to categorize, edit and refuse certain classified ads. Your satisfaction is important. If you notice errors in your ad, please notify the classified department immediately so that we can make corrections before the second print date. The number to call is 865-637-4111. Allowance may not be made for errors reported past the second print date. The Knoxville News Sentinel may not issue refunds for classified advertising purchased in a package rate; ads purchased on the open rate may be pro-rated for the remaining full days for which the ad did not run.

AGENDA COMMITTEE MEETING

10-K-16-RZ

Meeting Date: 12/07/2016
Requested By: Bettyjo Mahan,
METROPOLITAN
PLANNING COMMISSION
Department: METROPOLITAN PLANNING COMMISSION
Requires Expenditure of Funds: NO **Funded in Current Budget:** NO
Appropriation Required: NO

Information

CAPTION

Request of Turner Homes, LLC for rezoning from A (Agricultural) to PR (Planned Residential) at a density of 2 dwelling units per acre. Property located northwest side of Black Road, north of Ridgeland Drive.
COMMISSION DISTRICT 6. MPC Recommendation: Recommend the Knox County Commission approve PR (Planned Residential) zoning at a density up to 1.5 dwelling units per acre.

Attachments

Turner Homes 10-K-16-RZ

**METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION**

11/22/2016 08:17 AM

FILE NUMBER: 10-K-16-RZ

APPLICANT: TURNER HOMES LLC

APPLICANT'S REQUEST: REZONING

FROM: A (Agricultural)

TO: PR (Planned Residential)

AT A DENSITY OF: 2 du/ac

MPC RECOMMENDATION: **Recommend the Knox County Commission approve PR (Planned Residential) zoning at a density up to 1.5 dwelling units per acre.**

MPC VOTE COUNT: 14-0-1 (Consent)

LOCATION: Northwest side Black Rd., north of Ridgeland Dr.

ACREAGE: 2.04 acres

DISTRICT: Commission District 6

MPC HEARING ON: 11/10/2016

PUBLISHED IN: News-Sentinel

DATE PUBLISHED: 9/9/2016

LEGISLATIVE HEARING ON: 12/19/2016

PUBLISHED IN: News-Sentinel

DATE PUBLISHED: 11/18/2016

APPLICANT'S ADDRESS: David Harbin
4334 Papermill Dr
Knoxville, TN 37909

LEGISLATIVE BODY: Knox County Commission

Consistent with Sector Plan? Yes

Consistent with Growth Plan? Yes

▶ **FILE #:** 10-K-16-RZ **AGENDA ITEM #:** 30
 POSTPONEMENT(S): 10/13/2016 **AGENDA DATE:** 11/10/2016
 ▶ **APPLICANT:** TURNER HOMES LLC
 OWNER(S): David Harbin

TAX ID NUMBER: 130 05801 [View map on KGIS](#)

JURISDICTION: County Commission District 6

STREET ADDRESS: 11925 Black Rd

▶ **LOCATION:** Northwest side Black Rd., north of Ridgeland Dr.

▶ **APPX. SIZE OF TRACT:** 2.04 acres

SECTOR PLAN: Northwest County

GROWTH POLICY PLAN: Urban Growth Area (Farragut)

ACCESSIBILITY: Access is via Black Rd., a minor collector street with 18' of pavement width within 40'-60' of right-of-way.

UTILITIES: Water Source: West Knox Utility District

Sewer Source: West Knox Utility District

WATERSHED: Hickory Creek and Turkey Creek

▶ **PRESENT ZONING:** A (Agricultural)

▶ **ZONING REQUESTED:** PR (Planned Residential)

▶ **EXISTING LAND USE:** Mobile homes

▶ **PROPOSED USE:** Detached residential

DENSITY PROPOSED: 2 du/ac

EXTENSION OF ZONE: Yes, extension of PR zoning from the northeast.

HISTORY OF ZONING: None noted

SURROUNDING LAND USE AND ZONING: North: Vacant land / A (Agricultural)

South: Black Rd. - Houses / PR (Planned Residential) @ 1-4 du/ac & A (Agricultural)

East: Vacant lots / PR (Planned Residential) @ 1 du/ac

West: N. Campbell Station Rd. - Vacant land / A (Agricultural) and FAR: R-2 - Town of Farragut

NEIGHBORHOOD CONTEXT: This area is developed with agricultural, rural residential and low density residential uses under A, PR and RA zoning, and is within Urban Growth Boundary of the Town of Farragut. The adjacent subdivision to the east was zoned PR up to 1 du/ac in early 2015 and was subdivided in to 35 lots that range in size from approximately 13,500 sqft to 15,500 sqft. This subdivision, however, includes a common area of approx. 26 acres. The historic development patterns along Black Rd. are lot sizes of 1 acre or more.

STAFF RECOMMENDATION:

▶ **RECOMMEND that County Commission APPROVE PR (Planned Residential) zoning at a density of up to 1.5 du/ac. (Applicant requested 2 du/ac).**

PR zoning at the recommended density is consistent with the sector plan and Growth Policy Plan and is

compatible with surrounding development and zoning. Under PR zoning, a development plan would have to be reviewed and approved by MPC as a use on review.

COMMENTS:

This property is on the outside of a sharp bend in Black Rd. This provides reasonable sight distance for a driveway where it is currently located, which is on the western portion of the property. The eastern portion of the property does not have good sight distance back toward this bend in the road to the west and may require shared driveways. The property is also constrained by steep slopes on the western portion of the property, dropping approximately 80 feet vertically from the existing driveway to N. Campbell Station Rd. (average slope of approx. 30%). The property east of the existing driveway is relatively flat in comparison with an approximate average slope of 12%.

The applicant has provided a proposed subdivision plan (see attached) with 3 new lots on the 2.04 acres. There is a 4th lot on the east side of the plan (lot 1R) that is part of phase 1 of the Blackforest subdivision. A small portion of this lot is proposed to be added to what is shown as lot 36.

REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY GENERALLY:

1. The property is located in the Urban Growth Boundary for the Town of Farragut on the Growth Policy Plan and is proposed for agricultural/rural residential uses on the Northwest County Sector Plan (2003), consistent with the recommended PR zoning and density up to 1.5 du/ac. The applicant has requested up to 2 du/ac.
2. PR zoning at the recommended 1.5 du/ac would allow 3 dwellings to be constructed on the 2.04 acres, one more than the current A (Agricultural) zoning. The PR zoning will allow the dwelling to be clustered on the flatter portion of the property and can more easily share the existing driveway access which is in the best location for safety.
3. The PR zone requires use on review approval of a development plan by MPC prior to construction. This will provide the opportunity for staff to review the plan and address issues such as traffic circulation, lot layout, recreational amenities, drainage, types of units and other potential development concerns. It will also give the opportunity for public comment at the MPC meeting.
4. The lots to the east are in phase 1 of the Blackforest Subdivision, which these lots will be phase 2. The lots in phase 1 are of similar size as those proposed as part of this rezoning.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. PR zoning is intended to provide optional methods of land development which encourage more imaginative solutions to environmental design problems. Residential areas thus established would be characterized by a unified building and site development program, open space for recreation and provision for commercial, religious, educational and cultural facilities which are integrated with the total project by unified architectural and open space treatment.
2. Additionally, the zoning states that each development shall be compatible with the surrounding or adjacent zones. Such compatibility shall be determined by the Planning Commission by review of development plans. The adjacent property to the east was rezoned PR up to 1 du/ac in early 2015, which is consistent with the recommendation of staff for the subject property.

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT:

1. At the requested density of up to 1 du/ac on the 2.4 acres reported, up to 2 dwelling units could be proposed for the site. This will have little impact on Black Rd. and the school system.
2. A shared driveway may be necessary for lots on this property in order to obtain acceptable sight distance because of the bend in Black Road.
3. PR zoning at the recommended density is compatible with surrounding development and should have a minimal impact on adjacent properties.
4. Public water and sanitary sewer utilities are available in the area, but may need to be extended to serve this site.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. This application was submitted before the recently adopted update to the Northwest County Sector Plan (August 2016) became operable. The AG/RR sector plan designation that this application is being reviewed under allows consideration of up to 2 du/ac when consistent with the recommendations of the Growth Policy Plan. The recently adopted sector plan proposes AG (agricultural) uses for this property, which would only

allow consideration of a density of up to 1 du/ac. The applicant is requesting 2 du/ac but is proposing a development plan that is only 1.5 du/ac, which is what staff is recommending.

2. The subject site is within the Urban Growth Boundary for the Town of Farragut. Its land use plan and comprehensive plans recommend "Open Space Cluster Residential" for the site, which is an overlay district that allows clustering houses similar to the PR (planned residential) zone in the county. If the subject site were annexed in to Farragut, the subject site could request the R-1 zoning with the cluster overlay and would be allowed approximately 2 du/ac.

3. Approval of this request could lead to future requests for PR zoning in this area.

Upon final approval of the rezoning, the developer will be required to submit a development plan for MPC consideration of use on review approval prior to the property's development. The plan will show the property's proposed development, landscaping and driveway location, and will also identify the types of residential units that may be constructed. Grading and drainage plans may also be required at this stage, if deemed necessary by Knox County Engineering and MPC staff.

ESTIMATED TRAFFIC IMPACT: 41 (average daily vehicle trips)

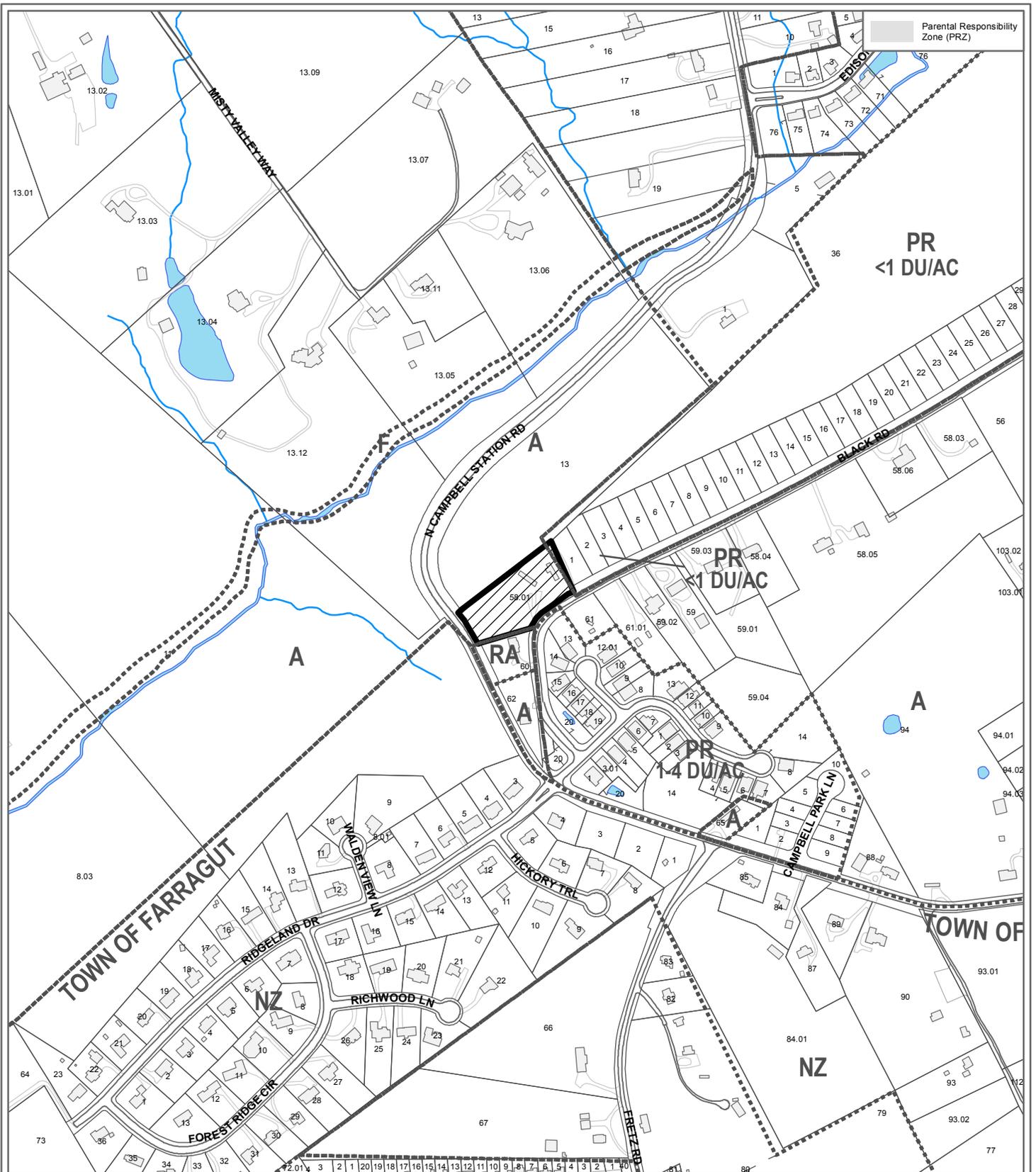
Average Daily Vehicle Trips are computed using national average trip rates reported in the latest edition of "Trip Generation," published by the Institute of Transportation Engineers. Average Daily Vehicle Trips represent the total number of trips that a particular land use can be expected to generate during a 24-hour day (Monday through Friday), with a "trip" counted each time a vehicle enters or exits a proposed development.

ESTIMATED STUDENT YIELD: 2 (public and private school children, ages 5-18 years)

Schools affected by this proposal: Farragut Primary/Intermediate, Farragut Middle, and Hardin Valley Academy.

- School-age population (ages 5–18) is estimated by MPC using data from a variety of sources.
- While most children will attend public schools, the estimate includes population that may be home-schooled, attend private schools at various stages of enrollment, or drop out of the public system.
- Students are assigned to schools based on current attendance zones as determined by Knox County Schools. Zone boundaries are subject to change.
- Estimates presume full build-out of the proposed development. Build-out is subject to market forces, and timing varies widely from proposal to proposal.
- Student yields from new development do not reflect a net addition of children in schools. Additions occur incrementally over the build-out period. New students may replace current population that ages through the system or moves from the attendance zone.
- School capacities are subject to change by Knox County Schools through building additions, curriculum or scheduling changes, or amendments to attendance zone boundaries.

If approved, this item will be forwarded to Knox County Commission for action on 12/19/2016. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.



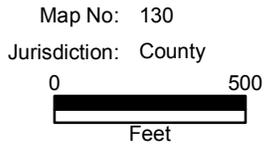
**10-K-16-RZ
REZONING**

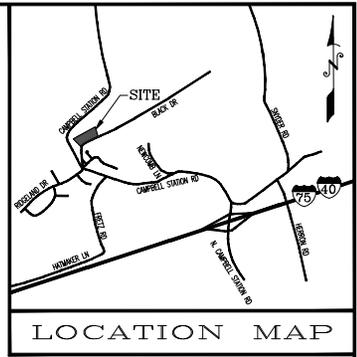
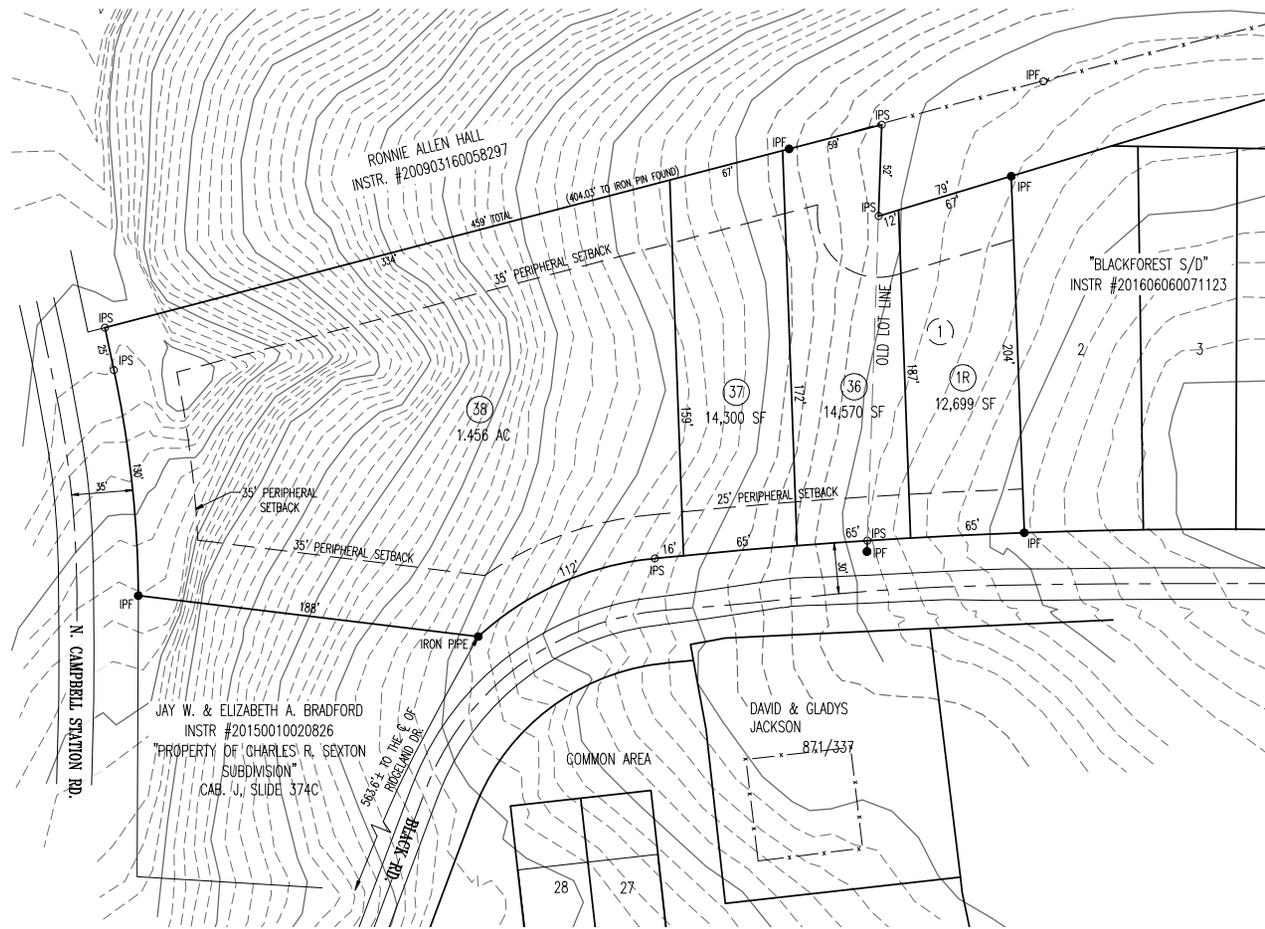
Petitioner: Turner Homes LLC



From: A (Agricultural)
To: PR (Planned Residential)

Original Print Date: 9/22/2016
Revised:
Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902





OWNER/DEVELOPER:
TURNER HOMES, LLC
 C/O MIKE TURNER
 P.O. BOX 22485
 KNOXVILLE, TENNESSEE 31933
 PHONE: (865) 567-7400

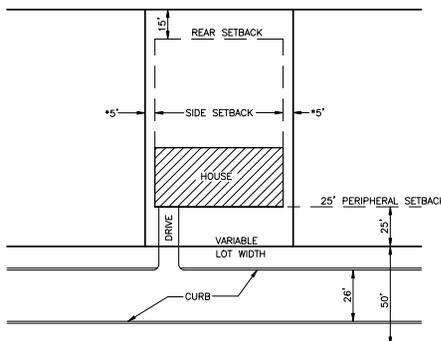


CERTIFICATION OF CONCEPT PLAN.
 I HEREBY CERTIFY THAT I AM A REGISTERED ENGINEER, LICENSED TO PRACTICE ENGINEERING UNDER THE LAWS OF THE STATE OF TENNESSEE. I FURTHER CERTIFY THAT THE PLAN AND ACCOMPANYING DRAWINGS, DOCUMENTS AND STATEMENTS CONFORM TO ALL APPLICABLE PROVISIONS OF THE KNOWVILLE-KNOX COUNTY SUBDIVISION REGULATIONS EXCEPT AS HAS BEEN TENUED AND DESCRIBED IN A REPORT FILED WITH THE METROPOLITAN PLANNING COMMISSION.

REGISTERED ENGINEER _____
 TENNESSEE CERTIFICATE NO. _____

**CONCEPT & DEVELOPMENT PLAN FOR
 BLACKFOREST PHASE 2**
 TAX MAP 130, PARCEL 58.01 &
 TAX MAP 130GA, PARCEL L
 DISTRICT NO. 6, KNOX COUNTY, TN

SCALE: 1" = 50' 09/26/16



NOTE: A 25' PERIPHERAL SETBACK SUPERCEDES ALL OTHER SETBACKS (WHERE APPLICABLE)

TYPICAL LOT LAYOUT
 NTS

- NOTES:
- ALL DIMENSIONS ARE SCALED AND SUBJECT TO CHANGE ON THE FINAL PLAT.
 - A 10" DRAINAGE, UTILITY AND CONSTRUCTION EASEMENT EXISTS INSIDE ALL EXTERIOR LOT LINES AND ROAD LINES, 5' EACH SIDE OF INTERIOR ROAD LINES.
 - A 15" UTILITY EASEMENT EXISTS 7.5' EACH SIDE OF CENTERLINE OF SANITARY SEWER AS INSTALLED.
 - THIS UNIT CONTAINS APPROXIMATELY 2.41 ACRES SUBDIVIDED INTO 4 SINGLE FAMILY DETACHED LOTS AND ONE COMMON AREA.
 - THIS PROPERTY IS ZONED PR (PENDING).
 - UTILITIES:
 WATER: FIRST UTILITY DISTRICT
 SEWER: FIRST UTILITY DISTRICT
 ELECTRIC: LENOR CITY UTILITY BOARD
 GAS: KNOXVILLE UTILITIES BOARD
 TELEPHONE: AT&T SOUTHEAST
 - NO VARIANCES REQUIRED.

10-K-16-RZ
 11/1/2016

BATSON, HIMES, NORVELL & POE
 REGISTERED ENGINEERS & LAND SURVEYORS
 4334 PAPERMILL DRIVE
 KNOXVILLE, TENNESSEE 37909
 PHONE (865) 588-6472
 FAX (865) 588-6473
 emgii@bhn-p.com

DEED REFERENCE: INSTR #201104050058979
 INSTR #201607010001129

24879-2-C

Draft Minutes

November 10, 2016

1:30 P.M. ♦ Small Assembly Room ♦ City County Building

The Metropolitan Planning Commission met in regular session on NOVEMBER 10, 2016 at 1:30 p.m. in the Main Assembly Room, City/County Building, and Knoxville, Tennessee. Members:

1. ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE

- | | |
|-----------------------------|----------------------------|
| Ms. Rebecca Longmire, Chair | Mr. Mac Goodwin |
| Mr. Herb Anders | * Mr. Charles F. Lomax, Jr |
| Ms. Gayle Bustin | Mr. Patrick Phillips |
| Ms. Laura Cole | Mr. Jeff Roth |
| Mr. Art Clancy | Mr. Scott Smith |
| Mr. Mike Crowder | Mr. Charles Thomas |
| Ms. Elizabeth Eason | Ms. Janice Tocher |

* Arrived late to the meeting. ** Left early in the meeting
A – Absent from the meeting

Agenda Item No.

MPC File No.

- | | | |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| * 30. | <u>TURNER HOMES LLC</u> | 10-K-16-RZ |
| | Northwest side Black Rd., north of Ridgeland Dr., Commission District 6. Rezoning from A (Agricultural) to PR (Planned Residential). | |

Staff Recommendation: RECOMMEND that County Commission APPROVE PR (Planned Residential) zoning at a density of up to 1.5 du/ac.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

MOTION (CLANCY) AND SECOND (PHILLIPS) WERE MADE TO APPROVE CONSENT ITEMS AS READ EXCEPT 37 AND 28 AND ADDITION OF ITEM 43. MOTION CARRIED 14-0-1. APPROVED.

24819

KNOXVILLE-KNOX COUNTY

M P C

METROPOLITAN
P L A N N I N G
C O M M I S S I O N

100 EAST NINE STRAITS BLVD
Suite 403 • City County Building
400 Main Street
Knoxville, Tennessee 37902
865 • 215 • 2500
FAX • 215 • 2068
www.knoxmpc.org

REZONING PLAN AMENDMENT

Name of Applicant: Turner Homes LLC

Date Filed: 8/29/16

Meeting Date: 10/13/16



Application Accepted by: [Signature]

Fee Amount: \$500.00

File Number: Rezoning 10-K-16-RZ

Fee Amount: _____

File Number: Plan Amendment _____

PROPERTY INFORMATION

Address: 11925 Black Rd

General Location: NW side of Black Rd
North of Ridgeland Drive

Tract Size: 2.40 acres

Tax Identification Number: Map 130
Parcel 58.01

Existing Land Use: Mobile Homes

Planning Sector: Northwest County

Growth Policy Plan: _____

Census Tract: 59.04

Traffic Zone: 237

Jurisdiction: City Council _____ District
 County Commission 6TH District

APPLICATION AUTHORIZATION

I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request or holders of option on same, whose names are included on the back of this form.

Signature: David Harbin

Date: 8/29/16

PLEASE PRINT

Name: David Harbin

Company: Batson Homes Newell & Poe

Address: 4334 Papermill Dr.

City: Knoxville State: TN Zip: 37909

Telephone: 588-6472

Fax: 588-6473

E-mail: harbin@bhn-p.com

Requested Change

REZONING

FROM: Agriculture

TO: P-R

PLAN AMENDMENT

One Year Plan _____ Sector Plan

FROM: _____

TO: N/A

PROPOSED USE OF PROPERTY

single family detached
subdivision

Density Proposed 2 Units/Acre

Previous Rezoning Requests: _____

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be directed to:

PLEASE PRINT

Name: David Harbin

Company: Batson Homes Newell & Poe

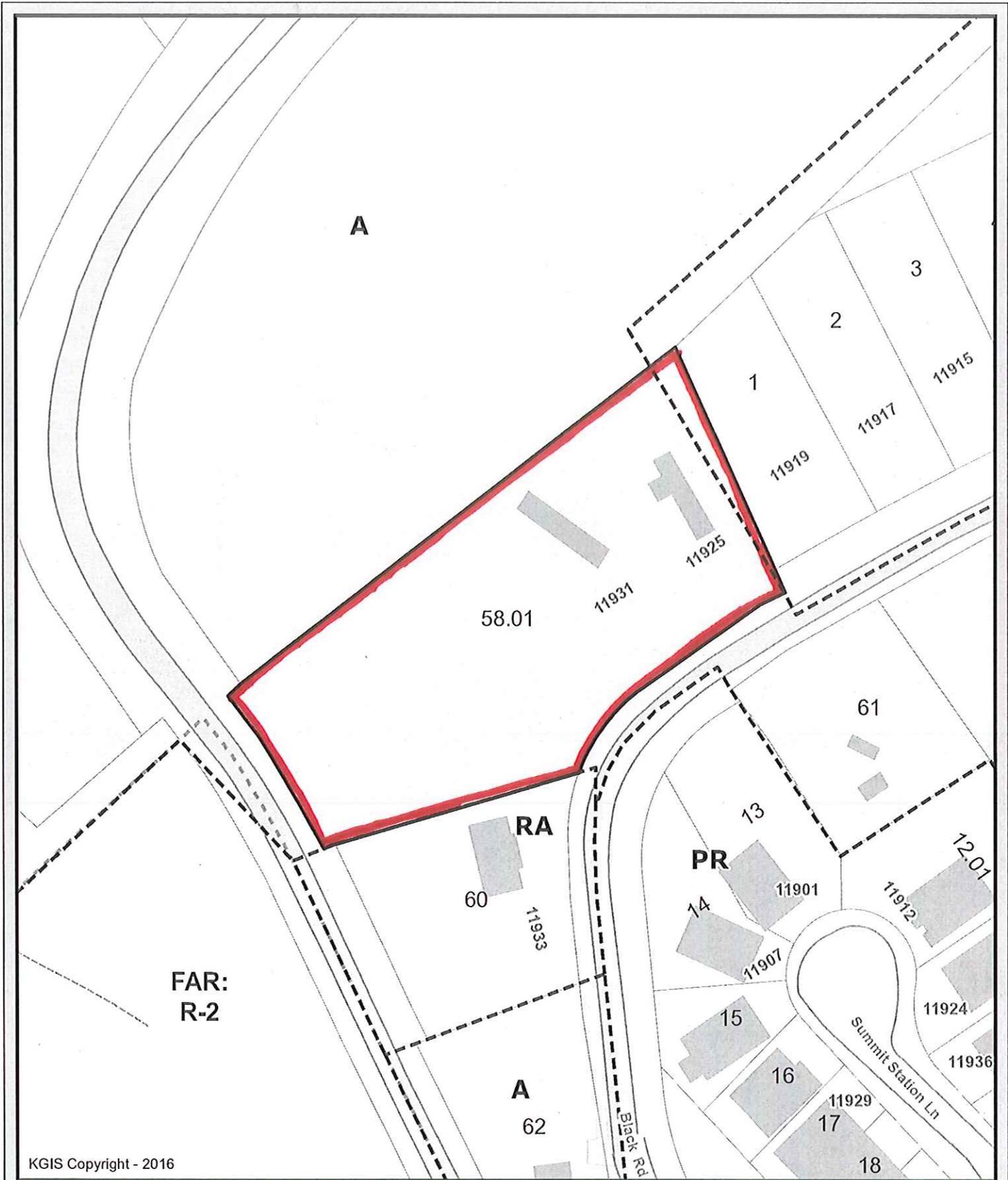
Address: 4334 Papermill Dr.

City: Knoxville State: TN Zip: 37909

Telephone: 588-6472

Fax: 588-6473

E-mail: harbin@bhn-p.com

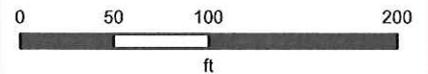


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Letter Portrait

Printed: 8/29/2016 at 2:12:17 PM

Knoxville - Knox County - KUB Geographic Information System



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Sales Rep: Louise Watkins (K3405)

Phone: (865) 342-6515

Email: Louise.Watkins@knoxnews.com

> Account Information

Date: 11/17/16

Account Number: 237952 (KC03787)

Company Name: MET. PLAN. COMM.

Contact Name:

Email: tina.piatt@knoxmpc.org

Address: 400 MAIN AVENUE SU 403, KNOXVILLE, TN, 37902

Phone: (865) 215-2506

Fax: 2152068

> Insertion Information

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Please confirm placement prior to deadline by contacting your account rep at (865) 342-6515 .

Ad Id: 1365110 P.O. Number: CoAdDec19 Total Cost: \$127.44

Tag Line: PUBLIC NOTICE The following items wi

Start Date: 11/18/16

Stop Date: 11/18/16

Number of Times: 1

Class: 16250 - Public Notices

Publications: KN-Knoxville News Sentinel, KN-Internet - knoxnews.com

> Ad Proof

I agree this ad is accurate and as ordered.

PUBLIC NOTICE

The following items will be considered by the Board of County Commissioners on Monday, December 19, 2016, at 7:00 p.m. in the Main Assembly Room, City County Bldg, 400 Main St., Knoxville, TN. Data pertinent to these items may be seen in MPC's office, Fourth Fl. of the City County Bldg., Main St. and on MPC's website at www.knoxmpc.org. Knox County does not discriminate on the basis of disability in its provision of services, programs, activities or benefits. If you need assistance or accommodation for a disability, please contact the ADA office at 215-2952 & we will be glad to work with you in obliging any reasonable request.

Plans/Rezoning

S & E PROPERTIES - Southeast side Millstone Ln., west side Freels Ln., Commission District 5. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at 3 du/ac subject to 1 condition.

TURNER HOMES LLC - Northwest side Black Rd., north of Ridgeland Dr., Commission District 6. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at 1.5 du/ac.

DANIEL AND GRACE E. CASS LIVING TRUST - Southeast side Millertown Pike, northeast side Ellistown Rd., Commission District 8. Northeast County Sector Plan Amendment from LDR (Low Density Residential) to RC (Rural Commercial) and Rezoning from A (Agricultural) & RA (Low Density Residential) to CR (Rural Commercial). MPC Action: Adopted RC and approved CR.

HUTCHINS ASSOCIATES, P.C. - North

side Gray Hendrix Rd., west of Tsawasi Rd., Commission District 6. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve RA.
MESANA INVESTMENTS LLC - South side Westland Dr., west of Highland Lake Blvd., Commission District 5. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at 3 du/ac with 1 condition.

Thank you for your business. Our commitment to a quality product includes the advertising in our publications. As such, Gannett reserves the right to categorize, edit and refuse certain classified ads. Your satisfaction is important. If you notice errors in your ad, please notify the classified department immediately so that we can make corrections before the second print date. The number to call is 865-637-4111. Allowance may not be made for errors reported past the second print date. The Knoxville News Sentinel may not issue refunds for classified advertising purchased in a package rate; ads purchased on the open rate may be pro-rated for the remaining full days for which the ad did not run.

AGENDA COMMITTEE MEETING

11-A-16-SP

Meeting Date: 12/07/2016
Requested By: Bettyjo Mahan,
METROPOLITAN
PLANNING COMMISSION
Department: METROPOLITAN PLANNING COMMISSION
Requires Expenditure of Funds: NO **Funded in Current Budget:** NO
Appropriation Required: NO

Information

CAPTION

Request of Daniel and Grace E. Cass Living Trust for a Northeast County Sector Plan Amendment from LDR (Low Density Residential) to RC (Rural Commercial). Property located southeast side of Millertown Pike, northeast side of Ellistown Road. COMMISSION DISTRICT 8. MPC Action: Adopt Resolution 11-A-16-SP amending the Northeast County Sector Plan to RC (Rural Commercial) sector plan designation, and recommend the Knox County Commission also approve the sector plan amendment.

Attachments

Daniel & Grace E Cass Living Trust 11-A-16-SP

**METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION**

11/22/2016 09:30 AM

FILE NUMBER: 11-A-16-SP

APPLICANT: DANIEL AND GRACE E. CASS LIVING TRUST

APPLICANT'S REQUEST: Northeast County Sector Plan Amendment

FROM: LDR (Low Density Residential)

TO: RC (Rural Commercial)

MPC ACTION: **Adopt Resolution #11-A-16-SP, amending the Northeast County Sector Plan to RC (Rural Commercial) sector plan designation, and recommend the Knox County Commission also approve the sector plan amendment.**

MPC VOTE COUNT: 14-0-1 (Consent)

LOCATION: Southeast side Millertown Pike, northeast side Ellistown Rd.

DISTRICT: Commission District 8

MPC HEARING ON: 11/10/2016

PUBLISHED IN: News-Sentinel

DATE PUBLISHED: 10/7/2016

LEGISLATIVE HEARING ON: 12/19/2016

PUBLISHED IN: News-Sentinel

DATE PUBLISHED: 11/18/2015

APPLICANT'S ADDRESS: Dianne Brown
7018 Rising Rd
Knoxville, TN 37924

LEGISLATIVE BODY: Knox County Commission



**KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION
PLAN AMENDMENT/REZONING REPORT**

▶ **FILE #:** 11-B-16-RZ
11-A-16-SP

AGENDA ITEM #: 31
AGENDA DATE: 11/10/2016

▶ **APPLICANT:** DANIEL AND GRACE E. CASS LIVING TRUST
OWNER(S): Dianne Brown

TAX ID NUMBER: 51 06903 [View map on KGIS](#)
JURISDICTION: Commission District 8
STREET ADDRESS:

▶ **LOCATION:** Southeast side Millertown Pike, northeast side Ellistown Rd.

▶ **TRACT INFORMATION:** 3.81 acres.

SECTOR PLAN: Northeast County
GROWTH POLICY PLAN: Urban Growth Area (Outside City Limits)
ACCESSIBILITY: Access is via Millertown Pike, a minor arterial street with 20' of pavement width within 50' of right-of-way, or Ellistown Rd., a major collector street with 20' of pavement width within 40' of right-of-way.
UTILITIES: Water Source: Northeast Knox Utility District
Sewer Source: Knoxville Utilities Board
WATERSHED: Legg Creek

▶ **PRESENT PLAN DESIGNATION/ZONING:** LDR (Low Density Residential) / A (Agricultural)

▶ **PROPOSED PLAN DESIGNATION/ZONING:** RC (Rural Commercial) / CR (Rural Commercial)

▶ **EXISTING LAND USE:** Vacant land

▶ **PROPOSED USE:** Commercial

EXTENSION OF PLAN DESIGNATION/ZONING: Yes, extension of RC designation from the north.

HISTORY OF ZONING REQUESTS: None noted

SURROUNDING LAND USE, PLAN DESIGNATION, ZONING
North: Millertown Pike, vacant retail building, vacant land / RC / CA (General Business) & A (Agricultural)
South: Residence and vacant land / LDR / A (Agricultural)
East: House and vacant land / LDR / A (Agricultural)
West: Ellistown Rd., residences / RC / CA (General Business)

NEIGHBORHOOD CONTEXT: The subject property is located at the southeast corner of the intersection of Millertown Pike and Ellistown Rd, at an established CA-zoned node. Agricultural and rural to low density residential uses are located in the surrounding area, zoned A and PR.

STAFF RECOMMENDATION:

- ▶ **ADOPT RESOLUTION #11-A-16-SP, amending the Northeast County Sector Plan to RC (Rural Commercial) sector plan designation, and recommend the Knox County Commission also approve the sector plan amendment, to make it operative.**

CA zoning is already in place on all four corners of the intersection, so this commercial node is already established. The site's location at the intersection of two arterial streets (rural crossroads) make it appropriate for the establishment of a commercial node. The description of the rural commercial designation specifically states under the location criteria that it should be placed at the intersection of two thoroughfares (arterial or collector roads).

- ▶ **RECOMMEND that County Commission APPROVE CR (Rural Commercial) zoning.**

For this site, CR is the most appropriate commercial zone that is permitted within the Rural Area of the Growth Policy Plan. A one acre site to the north is already zoned CA. This site is located at a rural crossroads, the intersection of two arterial or collector streets, making it appropriate for CR zoning. This area was identified on the Northeast County Sector Plan Update (approved January 25, 2016) as rural commercial crossroads. The majority of the subject property is already designated as RC on the plan. The portion proposed for the plan amendment is a minor, logical extension of the already established RC on most of the parcel.

COMMENTS:

SECTOR PLAN REQUIREMENTS FROM GENERAL PLAN (May meet any one of these):

CHANGES OF CONDITIONS WARRANTING AMENDMENT OF THE LAND USE PLAN:

INTRODUCTION OF SIGNIFICANT NEW ROADS OR UTILITIES THAT WERE NOT ANTICIPATED IN THE PLAN AND MAKE DEVELOPMENT MORE FEASIBLE:

No known improvements have been made to Millertown Pike or Ellistown Rd. in the vicinity of this site.

AN OBVIOUS OR SIGNIFICANT ERROR OR OMISSION IN THE PLAN:

The recently updated Northeast County Sector Plan currently proposes rural commercial uses for most of the subject property. The recommended plan amendment is a small, logical extension of that designation to include the entire subject parcel.

CHANGES IN GOVERNMENT POLICY, SUCH AS A DECISION TO CONCENTRATE DEVELOPMENT IN CERTAIN AREAS:

No changes in government policy impact this proposal. The CA zoned areas around this intersection have been in place for many years, despite the fact that they are not consistent with the current sector plan or Growth Plan proposals for the area. The precedent for commercial in this area has been set, and this minor extension of it is acceptable, as long as the zoning is limited to CR.

TRENDS IN DEVELOPMENT, POPULATION OR TRAFFIC THAT WARRANT RECONSIDERATION OF THE ORIGINAL PLAN PROPOSAL:

The adjacent parcel to the north, zoned CA, is developed with a commercial building and all four corners of the intersection have some CA zoning in place. This proposal is a minor extension of commercial use to cover the entire parcel, which due to its location at a rural crossroads intersection, is appropriate for rural commercial uses.

REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY GENERALLY:

1. CR is the most appropriate commercial zone that can be considered for this site, which is located within the Rural Area designation on the Growth Policy Plan, limiting eligible commercial zones.
2. CR zoning will allow the property to be developed with businesses to serve the commercial needs of the surrounding rural area.
3. Portions of CA zoning is already in place on all four corners of the intersection, so this commercial node is already established. The site's location at the intersection of two arterial streets (rural crossroads) make it appropriate for the establishment of a commercial node. The description of the CR zoning district in the zoning ordinance specifically states in the description that it should be placed at the intersection of arterial and/or collector streets in order to maximize accessibility from surrounding areas.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. The requested CR zoning district provides the opportunity to locate limited retail and service uses in a manner convenient to outlying rural areas. It is intended to provide for the recurring shopping and personal service needs of nearby rural residential areas. The range of permitted uses is limited to those which are generally patronized on a frequent basis by area residents. Development performance standards are included to maximize compatibility between commercial uses and surrounding rural areas, and to maintain the rural character of these areas.
2. Based on the above description, the recommended portion of the site is appropriate for CR zoning.

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT:

1. Public water is available to serve the site. Sanitary sewer is not currently available in the area, but could be extended, if necessary, to serve this site.
2. The proposal will have no impact on schools, and the traffic impact will depend on the type of uses that are proposed.
3. CR zoning is compatible with surrounding development and should have a minimal impact on adjacent properties.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. With the recommended amendment on a small portion of the subject property to RC, CR zoning would be consistent with the Northeast County Sector Plan.
2. The site is located within the Rural Area on the Knoxville-Knox County-Farragut Growth Policy Plan map, which limits the types of commercial and other zones that can be proposed. CR is a zone that may be considered within the Rural Area.
3. The recommended zoning change does not present any apparent conflicts with any other adopted plans.

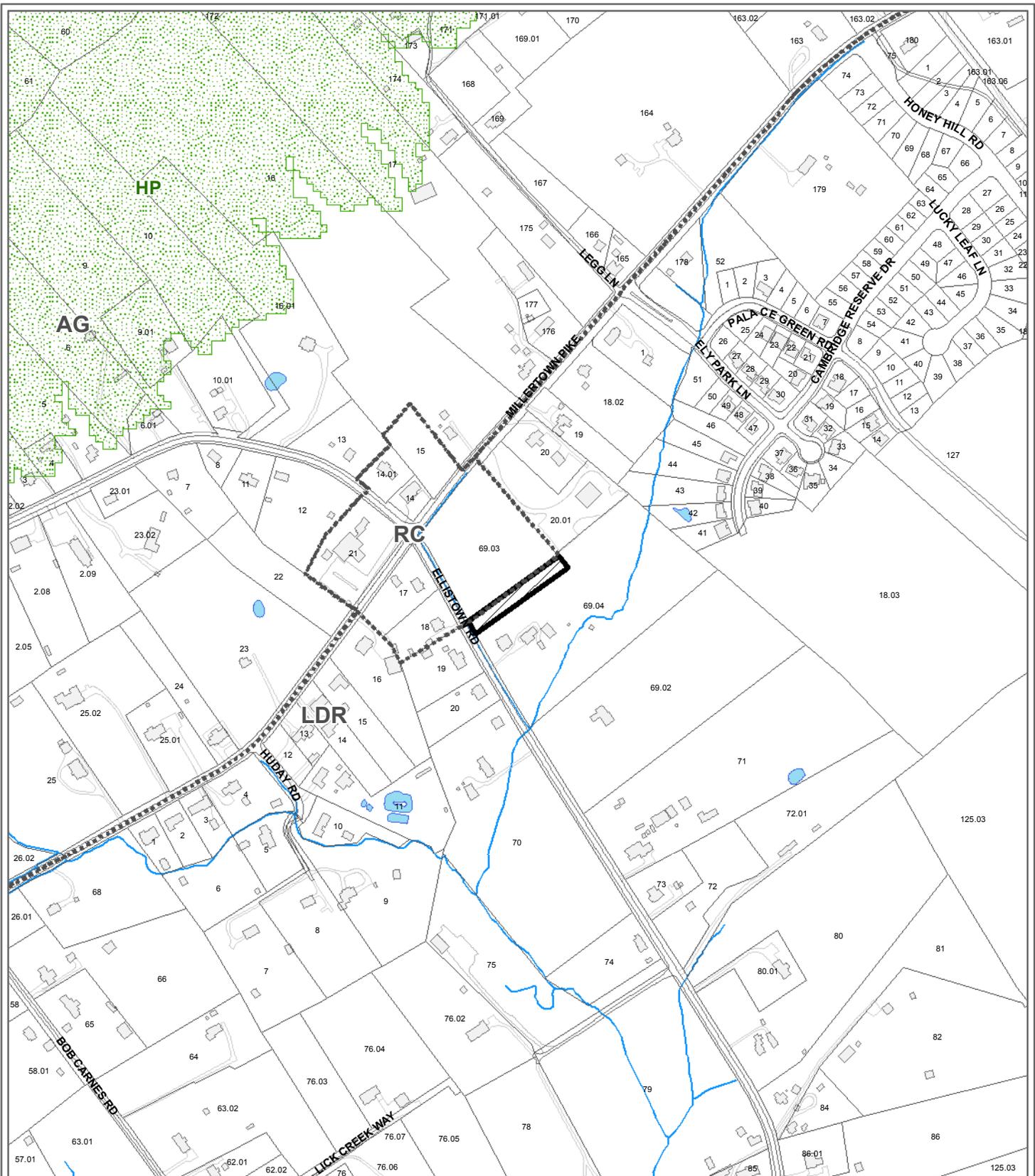
State law regarding amendments of the general plan (which include Sector Plan amendments) was changed with passage of Public Chapter 1150 by the Tennessee Legislature in 2008. The law now provides for two methods to amend the plan at TCA 13-3-304:

1. The Planning Commission may initiate an amendment by adopting a resolution and certifying the amendment to the Legislative Body. Once approved by majority vote of the Legislative Body, the amendment is operative.
2. The Legislative Body may also initiate an amendment and transmit the amendment to the Planning Commission. Once the Planning Commission has considered the proposed amendment and approved, not approved, or taken no action, the Legislative Body may approve the amendment by majority vote and the amendment is operative.

ESTIMATED TRAFFIC IMPACT: Not required.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knox County Commission for action on 12/19/2016. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.



**11-A-16-SP / 11-B-16-RZ
NORTHEAST COUNTY SECTOR PLAN AMENDMENT**

From: LDR (Low Density Residential)



To: RC (Rural Commercial)

Petitioner: Daniel and Grace E. Cass Living Trust

Map No: 51

Jurisdiction: County



Original Print Date: 11/2/2016 Revised: 11/2/2016
Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902

**KNOXVILLE-KNOX COUNTY
METROPOLITAN PLANNING COMMISSION
A RESOLUTION AMENDING THE NORTHEAST COUNTY SECTOR PLAN**

WHEREAS, the Knoxville-Knox County Metropolitan Planning Commission, a regional planning commission established pursuant to state statute, has the duty to make, adopt and amend plans for the physical development of Knoxville and Knox County; and

WHEREAS, the Metropolitan Planning Commission pursuant to state statute has prepared and adopted the Knoxville-Knox County General Plan 2033, as the official comprehensive plan for Knoxville and Knox County; and

WHEREAS, the Council of the City of Knoxville and the Commission of Knox County have adopted the Knoxville Knox County General Plan 2033, as the official comprehensive plan for Knoxville and Knox County; and

WHEREAS, the Metropolitan Planning Commission has prepared the Knox County Future Land Use Map, a portion of which is contained within the Northeast County Sector Plan, consistent with the requirements of the General Plan; and

WHEREAS, the Knoxville-Knox County General Plan 2033, provides criteria for periodic updates and amendments of the land use maps contained within plans initiated by the Planning Commission or in response to applications from property owners; and

WHEREAS, Daniel and Grace E. Cass Living Trust, has submitted an application to amend the Sector Plan from Low Density Residential to Rural Commercial, for property described in the application; and

WHEREAS, the Metropolitan Planning Commission staff recommends approval of a revised amendment to the Northeast County Sector Plan, consistent with General Plan requirements that such amendment represents either a logical extension of a development pattern, or is warranted because of changing conditions in the sector as enumerated in the Plan; and

WHEREAS, the Metropolitan Planning Commission, at its regularly scheduled public hearing on November 10, 2016, after consideration of the staff recommendation and testimony from those persons in support and opposed to the plan amendment, approved the amendment for the subject property, as requested, and/or amended.

NOW, THEREFORE, BE IT RESOLVED BY THE KNOXVILLE-KNOX COUNTY METROPOLITAN PLANNING COMMISSION:

SECTION 1: The Planning Commission hereby adopts the revised amendment to the Northeast County Sector Plan, with its accompanying staff report and map, file #11-A-16-SP.

SECTION 2: This Resolution shall take effect upon its approval.

SECTION 3: The Planning Commission further recommends that The Knox County Commission likewise consider this revised amendment to the General Plan 2033.


Chairman

November 10, 2016
Date


Secretary

Draft Minutes

November 10, 2016

1:30 P.M. ♦ Small Assembly Room ♦ City County Building

The Metropolitan Planning Commission met in regular session on NOVEMBER 10, 2016 at 1:30 p.m. in the Main Assembly Room, City/County Building, and Knoxville, Tennessee. Members:

1. ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE

- | | |
|-----------------------------|----------------------------|
| Ms. Rebecca Longmire, Chair | Mr. Mac Goodwin |
| Mr. Herb Anders | * Mr. Charles F. Lomax, Jr |
| Ms. Gayle Bustin | Mr. Patrick Phillips |
| Ms. Laura Cole | Mr. Jeff Roth |
| Mr. Art Clancy | Mr. Scott Smith |
| Mr. Mike Crowder | Mr. Charles Thomas |
| Ms. Elizabeth Eason | Ms. Janice Tocher |

* Arrived late to the meeting. ** Left early in the meeting
A – Absent from the meeting

Agenda Item No.

MPC File No.

- * **31. DANIEL AND GRACE E. CASS LIVING TRUST**
Southeast side Millertown Pike, northeast side Ellistown Rd.,
Commission District 8.
a. Northeast County Sector Plan Amendment **11-A-16-SP**
From LDR (Low Density Residential) to RC (Rural Commercial).

STAFF RECOMMENDATION: ADOPT RESOLUTION #11-A-16-SP, amending the Northeast County Sector Plan to RC (Rural Commercial) sector plan designation, and recommend the Knox County Commission also approve the sector plan amendment.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

- * **b. Rezoning** **11-B-16-RZ**
From A (Agricultural) & RA (Low Density Residential) to CR
(Rural Commercial).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE CR (Rural Commercial) zoning.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

MOTION (CLANCY) AND SECOND (PHILLIPS) WERE MADE TO APPROVE CONSENT ITEMS AS READ EXCEPT 37 AND 28 AND ADDITION OF ITEM 43. MOTION CARRIED 14-0-1. APPROVED.

REZONING PLAN AMENDMENT

Name of Applicant: Daniel & Grace E. Cass Revoc. Trust ^{Living} Dianne Brown, Trustee
David Cass, Trustee

Date Filed: 9/20/2016 Meeting Date: 11/10/2016

Application Accepted by: Marc Payne

Fee Amount: 1,000.00 File Number: Rezoning 11-B-16-RZ

Fee Amount: 600.00 File Number: Plan Amendment 11-A-16-SP



PROPERTY INFORMATION

Address: Millerstown Ellistown Rd.

General Location: 3/4 INTERSECTION OF ELLISTOWN RD. & MILLERTOWN PIKE

Parcel ID Number(s): 051 06903

Tract Size: 3.81 ac

Existing Land Use: VACANT

Planning Sector: NORTHEAST COUNTY

Growth Policy Plan: URBAN

Census Tract: 52.02

Traffic Zone: 134

Jurisdiction: City Council _____ District
 County Commission 8TH District

PROPERTY OWNER OPTION HOLDER

PLEASE PRINT Name: Dianne Brown, Trustee

Company: _____

Address: 7018 Rising Rd

City: Knoxville State: TN Zip: 37924

Telephone: 865-591-0643

Fax: 865-522-6814

E-mail: cassbrown1@att.net

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT Name: Dianne Brown

Company: _____

Address: 7018 Rising Rd

City: Knoxville State: TN Zip: 37924

Telephone: 865-591-0643

Fax: _____

E-mail: _____

Requested Change

REZONING

FROM: CA/A

TO: CR

PLAN AMENDMENT

One Year Plan NORTHEAST Sector Plan

FROM: RC/LOR

TO: ROR RC

APPLICATION AUTHORIZATION

I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request or holders of option on same, whose signatures are included on the back of this form.

Signature: Dianne Brown

PLEASE PRINT Name: Dianne Brown

Company: _____

Address: 7018 Rising Rd.

City: Knoxville State: TN Zip: 37924

Telephone: 865-591-0643

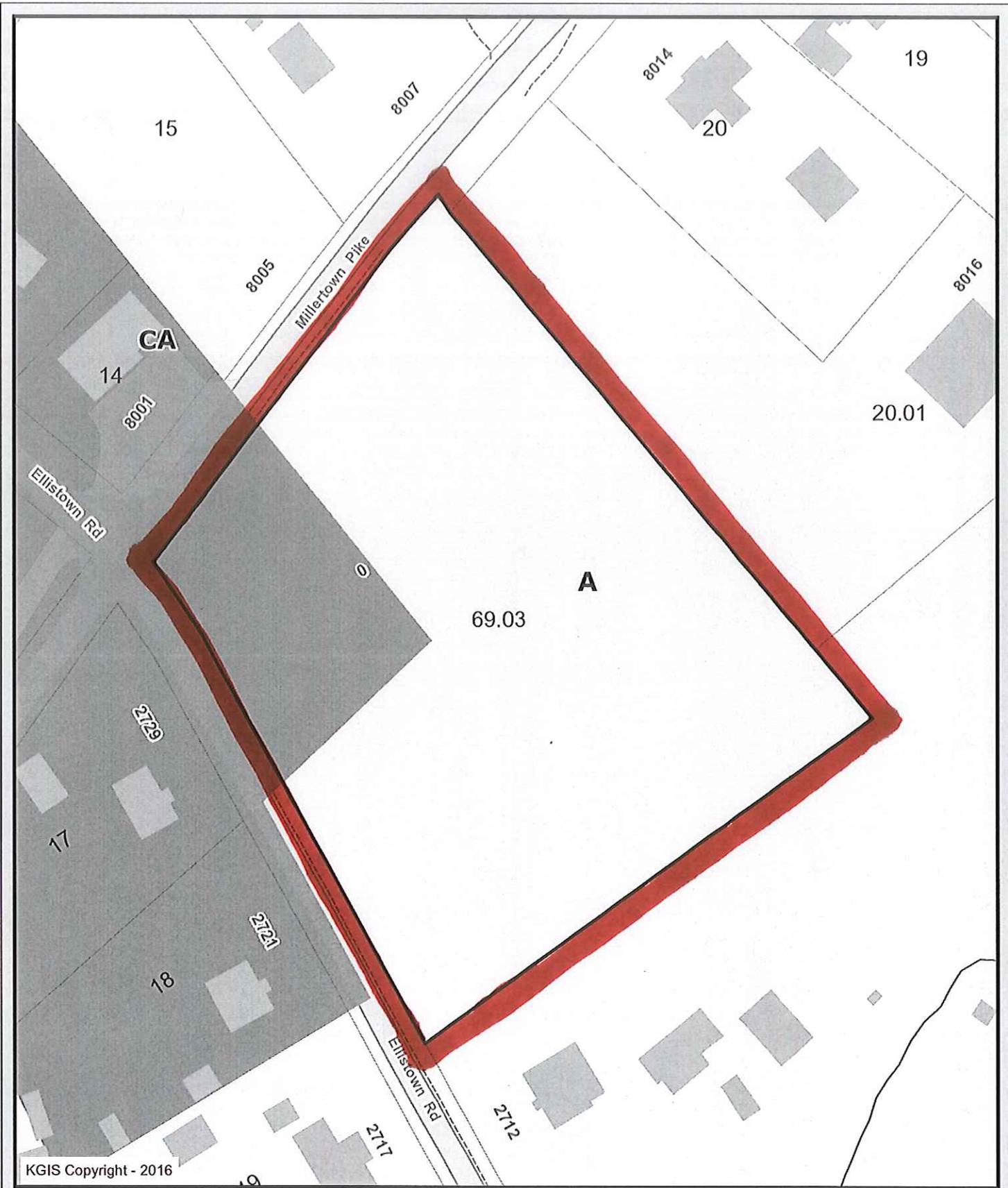
E-mail: cassbrown1@att.net

PROPOSED USE OF PROPERTY

COMMERCIAL

Density Proposed _____ Units/Acre

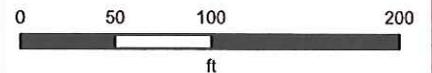
Previous Rezoning Requests: _____



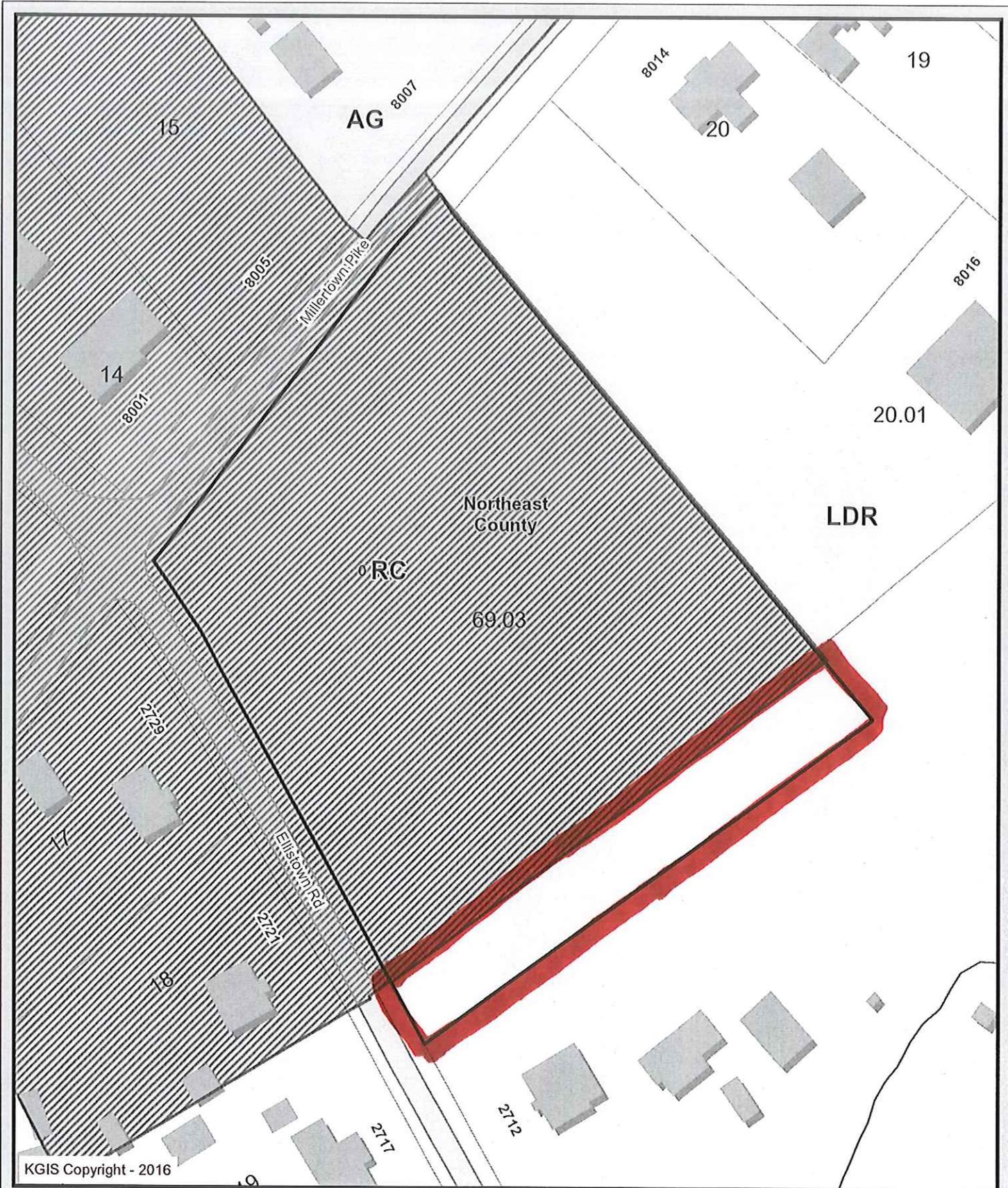
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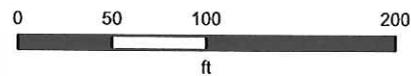


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Company Name: MET. PLAN. COMM.
Contact Name:
Email: tina.piatt@knoxmpc.org
Address: 400 MAIN AVENUE SU 403, KNOXVILLE, TN, 37902
Phone: (865) 215-2506 Fax: 2152068

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Publications: KN-Knoxville News Sentinel, KN-Internet - knoxnews.com

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PUBLIC NOTICE

The following items will be considered by the Board of County Commissioners on Monday, December 19, 2016, at 7:00 p.m. in the Main Assembly Room, City County Bldg, 400 Main St., Knoxville, TN. Data pertinent to these items may be seen in MPC's office, Fourth Fl. of the City County Bldg., Main St. and on MPC's website at www.knoxmpc.org. Knox County does not discriminate on the basis of disability in its provision of services, programs, activities or benefits. If you need assistance or accommodation for a disability, please contact the ADA office at 215-2952 & we will be glad to work with you in obliging any reasonable request.

Plans/Rezoning

S & E PROPERTIES - Southeast side Millstone Ln., west side Freels Ln., Commission District 5. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at 3 du/ac subject to 1 condition.

TURNER HOMES LLC - Northwest side Black Rd., north of Ridgeland Dr., Commission District 6. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at 1.5 du/ac.

DANIEL AND GRACE E. CASS LIVING TRUST - Southeast side Millertown Pike, northeast side Ellistown Rd., Commission District 8. Northeast County Sector Plan Amendment from LDR (Low Density Residential) to RC (Rural Commercial) and Rezoning from A (Agricultural) & RA (Low Density Residential) to CR (Rural Commercial). MPC Action: Adopted RC and approved CR.

HUTCHINS ASSOCIATES, P.C. - North

side Gray Hendrix Rd., west of Tsawasi Rd., Commission District 6. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve RA.
MESANA INVESTMENTS LLC - South side Westland Dr., west of Highland Lake Blvd., Commission District 5. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at 3 du/ac with 1 condition.

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AGENDA COMMITTEE MEETING

11-B-16-RZ

Meeting Date: 12/07/2016
Requested By: Bettyjo Mahan,
METROPOLITAN
PLANNING COMMISSION
Department: METROPOLITAN PLANNING COMMISSION
Requires Expenditure of Funds: NO **Funded in Current Budget:** NO
Appropriation Required: NO

Information

CAPTION

Request of Daniel and Grace E. Cass Living Trust for rezoning from A (Agricultural) and CA (General Business) to CR (Rural Commercial). Property located southeast side of Millertown Pike, northeast side of Ellistown Road. COMMISSION DISTRICT 8, MPC Recommendation: Recommend the Knox County Commission approve CR (Rural Commercial) zoning.

Attachments

Daniel & Grade E Cass Living Trust 11-B-16-RZ

**METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION**

11/22/2016 09:21 AM

FILE NUMBER: 11-B-16-RZ

APPLICANT: DANIEL AND GRACE E. CASS LIVING TRUST

APPLICANT'S REQUEST: REZONING

FROM: A (Agricultural) & CA (General Business)

TO: CR (Rural Commercial)

MPC RECOMMENDATION: **Recommend the Knox County Commission approve CR (Rural Commercial) zoning.**

MPC VOTE COUNT: 14-0-1 (Consent)

LOCATION: Southeast side Millertown Pike, northeast side Ellistown Rd.

ACREAGE: 3.81 acres

DISTRICT: Commission District 8

MPC HEARING ON: 11/10/2016

PUBLISHED IN: News-Sentinel

DATE PUBLISHED: 10/7/2016

LEGISLATIVE HEARING ON: 12/19/2016

PUBLISHED IN: News-Sentinel

DATE PUBLISHED: 11/18/2016

APPLICANT'S ADDRESS: Dianne Brown
7018 Rising Rd
Knoxville, TN 37924

LEGISLATIVE BODY: Knox County Commission

Consistent with Sector Plan? Yes if sector plan amendment is adopted.

Consistent with Growth Plan? Yes



**KNOXVILLE/KNOX COUNTY METROPOLITAN PLANNING COMMISSION
PLAN AMENDMENT/REZONING REPORT**

FILE #: 11-B-16-RZ
11-A-16-SP

AGENDA ITEM #: 31
AGENDA DATE: 11/10/2016

APPLICANT: DANIEL AND GRACE E. CASS LIVING TRUST
OWNER(S): Dianne Brown

TAX ID NUMBER: 51 06903 [View map on KGIS](#)
JURISDICTION: Commission District 8
STREET ADDRESS:

LOCATION: Southeast side Millertown Pike, northeast side Ellistown Rd.

TRACT INFORMATION: 3.81 acres.

SECTOR PLAN: Northeast County
GROWTH POLICY PLAN: Urban Growth Area (Outside City Limits)
ACCESSIBILITY: Access is via Millertown Pike, a minor arterial street with 20' of pavement width within 50' of right-of-way, or Ellistown Rd., a major collector street with 20' of pavement width within 40' of right-of-way.
UTILITIES: Water Source: Northeast Knox Utility District
Sewer Source: Knoxville Utilities Board
WATERSHED: Legg Creek

PRESENT PLAN DESIGNATION/ZONING: LDR (Low Density Residential) / A (Agricultural)

PROPOSED PLAN DESIGNATION/ZONING: RC (Rural Commercial) / CR (Rural Commercial)

EXISTING LAND USE: Vacant land

PROPOSED USE: Commercial

EXTENSION OF PLAN DESIGNATION/ZONING: Yes, extension of RC designation from the north.

HISTORY OF ZONING REQUESTS: None noted

SURROUNDING LAND USE, PLAN DESIGNATION, ZONING

North: Millertown Pike, vacant retail building, vacant land / RC / CA (General Business) & A (Agricultural)
South: Residence and vacant land / LDR / A (Agricultural)
East: House and vacant land / LDR / A (Agricultural)
West: Ellistown Rd., residences / RC / CA (General Business)

NEIGHBORHOOD CONTEXT: The subject property is located at the southeast corner of the intersection of Millertown Pike and Ellistown Rd, at an established CA-zoned node. Agricultural and rural to low density residential uses are located in the surrounding area, zoned A and PR.

STAFF RECOMMENDATION:

- ▶ **ADOPT RESOLUTION #11-A-16-SP, amending the Northeast County Sector Plan to RC (Rural Commercial) sector plan designation, and recommend the Knox County Commission also approve the sector plan amendment, to make it operative.**

CA zoning is already in place on all four corners of the intersection, so this commercial node is already established. The site's location at the intersection of two arterial streets (rural crossroads) make it appropriate for the establishment of a commercial node. The description of the rural commercial designation specifically states under the location criteria that it should be placed at the intersection of two thoroughfares (arterial or collector roads).

- ▶ **RECOMMEND that County Commission APPROVE CR (Rural Commercial) zoning.**

For this site, CR is the most appropriate commercial zone that is permitted within the Rural Area of the Growth Policy Plan. A one acre site to the north is already zoned CA. This site is located at a rural crossroads, the intersection of two arterial or collector streets, making it appropriate for CR zoning. This area was identified on the Northeast County Sector Plan Update (approved January 25, 2016) as rural commercial crossroads. The majority of the subject property is already designated as RC on the plan. The portion proposed for the plan amendment is a minor, logical extension of the already established RC on most of the parcel.

COMMENTS:

SECTOR PLAN REQUIREMENTS FROM GENERAL PLAN (May meet any one of these):

CHANGES OF CONDITIONS WARRANTING AMENDMENT OF THE LAND USE PLAN:

INTRODUCTION OF SIGNIFICANT NEW ROADS OR UTILITIES THAT WERE NOT ANTICIPATED IN THE PLAN AND MAKE DEVELOPMENT MORE FEASIBLE:

No known improvements have been made to Millertown Pike or Ellistown Rd. in the vicinity of this site.

AN OBVIOUS OR SIGNIFICANT ERROR OR OMISSION IN THE PLAN:

The recently updated Northeast County Sector Plan currently proposes rural commercial uses for most of the subject property. The recommended plan amendment is a small, logical extension of that designation to include the entire subject parcel.

CHANGES IN GOVERNMENT POLICY, SUCH AS A DECISION TO CONCENTRATE DEVELOPMENT IN CERTAIN AREAS:

No changes in government policy impact this proposal. The CA zoned areas around this intersection have been in place for many years, despite the fact that they are not consistent with the current sector plan or Growth Plan proposals for the area. The precedent for commercial in this area has been set, and this minor extension of it is acceptable, as long as the zoning is limited to CR.

TRENDS IN DEVELOPMENT, POPULATION OR TRAFFIC THAT WARRANT RECONSIDERATION OF THE ORIGINAL PLAN PROPOSAL:

The adjacent parcel to the north, zoned CA, is developed with a commercial building and all four corners of the intersection have some CA zoning in place. This proposal is a minor extension of commercial use to cover the entire parcel, which due to its location at a rural crossroads intersection, is appropriate for rural commercial uses.

REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY GENERALLY:

1. CR is the most appropriate commercial zone that can be considered for this site, which is located within the Rural Area designation on the Growth Policy Plan, limiting eligible commercial zones.
2. CR zoning will allow the property to be developed with businesses to serve the commercial needs of the surrounding rural area.
3. Portions of CA zoning is already in place on all four corners of the intersection, so this commercial node is already established. The site's location at the intersection of two arterial streets (rural crossroads) make it appropriate for the establishment of a commercial node. The description of the CR zoning district in the zoning ordinance specifically states in the description that it should be placed at the intersection of arterial and/or collector streets in order to maximize accessibility from surrounding areas.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. The requested CR zoning district provides the opportunity to locate limited retail and service uses in a manner convenient to outlying rural areas. It is intended to provide for the recurring shopping and personal service needs of nearby rural residential areas. The range of permitted uses is limited to those which are generally patronized on a frequent basis by area residents. Development performance standards are included to maximize compatibility between commercial uses and surrounding rural areas, and to maintain the rural character of these areas.
2. Based on the above description, the recommended portion of the site is appropriate for CR zoning.

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT:

1. Public water is available to serve the site. Sanitary sewer is not currently available in the area, but could be extended, if necessary, to serve this site.
2. The proposal will have no impact on schools, and the traffic impact will depend on the type of uses that are proposed.
3. CR zoning is compatible with surrounding development and should have a minimal impact on adjacent properties.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. With the recommended amendment on a small portion of the subject property to RC, CR zoning would be consistent with the Northeast County Sector Plan.
2. The site is located within the Rural Area on the Knoxville-Knox County-Farragut Growth Policy Plan map, which limits the types of commercial and other zones that can be proposed. CR is a zone that may be considered within the Rural Area.
3. The recommended zoning change does not present any apparent conflicts with any other adopted plans.

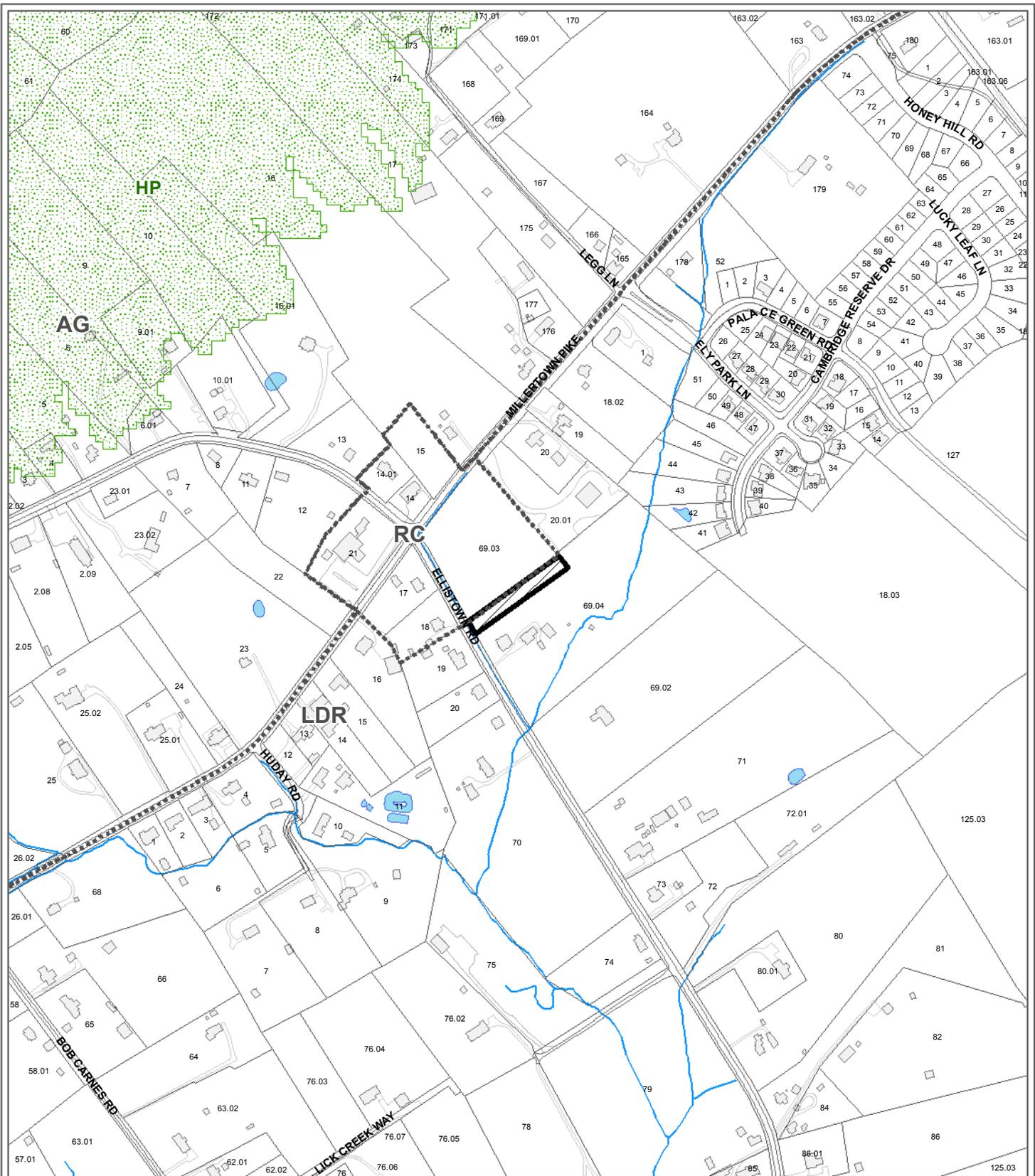
State law regarding amendments of the general plan (which include Sector Plan amendments) was changed with passage of Public Chapter 1150 by the Tennessee Legislature in 2008. The law now provides for two methods to amend the plan at TCA 13-3-304:

1. The Planning Commission may initiate an amendment by adopting a resolution and certifying the amendment to the Legislative Body. Once approved by majority vote of the Legislative Body, the amendment is operative.
2. The Legislative Body may also initiate an amendment and transmit the amendment to the Planning Commission. Once the Planning Commission has considered the proposed amendment and approved, not approved, or taken no action, the Legislative Body may approve the amendment by majority vote and the amendment is operative.

ESTIMATED TRAFFIC IMPACT: Not required.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knox County Commission for action on 12/19/2016. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.



**11-A-16-SP / 11-B-16-RZ
NORTHEAST COUNTY SECTOR PLAN AMENDMENT**

From: LDR (Low Density Residential)



To: RC (Rural Commercial)

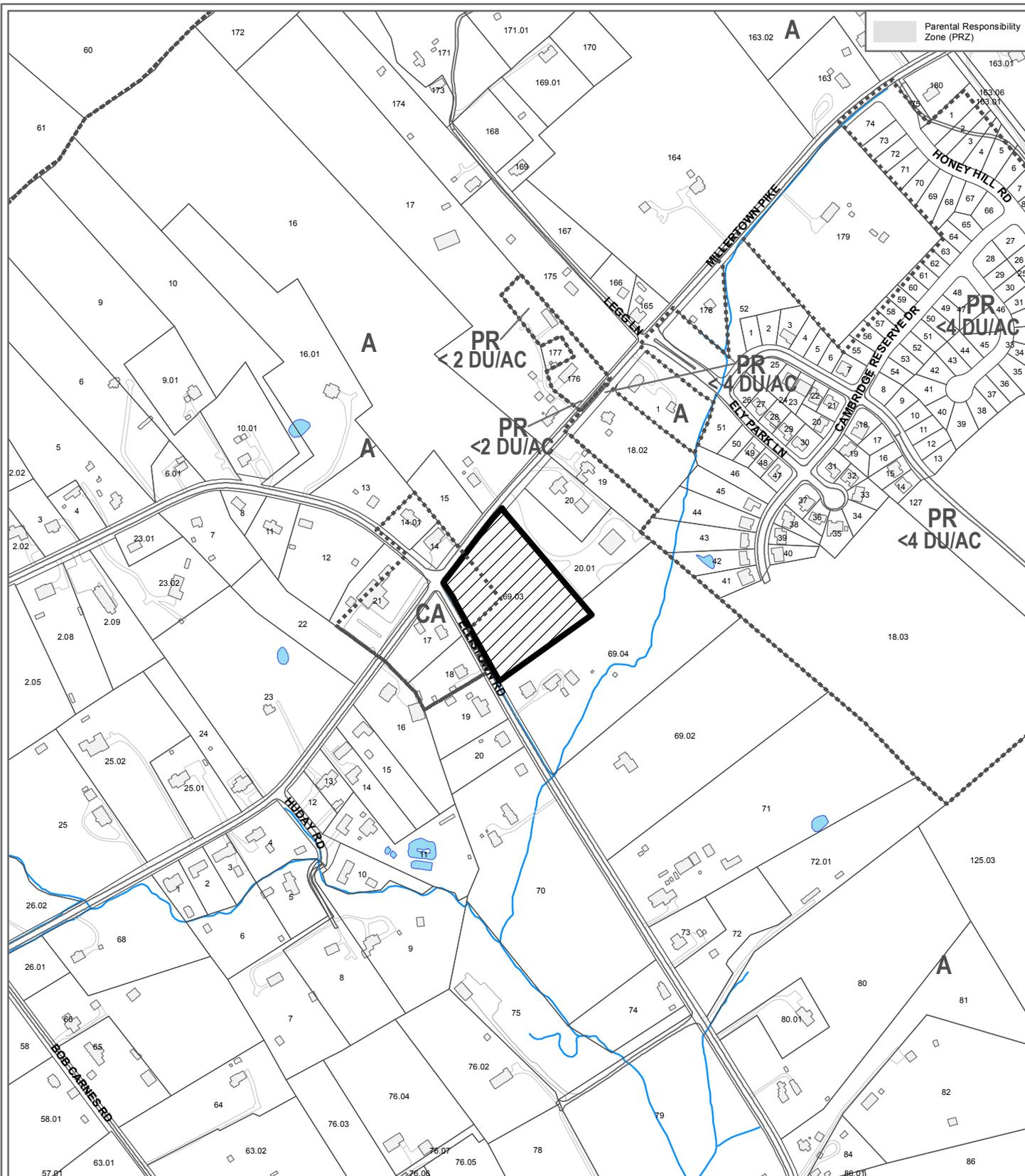
Petitioner: Daniel and Grace E. Cass Living Trust

Map No: 51

Jurisdiction: County



Original Print Date: 11/2/2016 Revised: 11/2/2016
Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902



**11-B-16-RZ
REZONING**

From: A (Agricultural) & RA (Low Density Residential)

To: CR (Rural Commercial)



Petitioner: Daniel and Grace E. Cass Living Trust

Map No: 51

Jurisdiction: County



Original Print Date: 10/19/2016 Revised:
Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902

**KNOXVILLE-KNOX COUNTY
METROPOLITAN PLANNING COMMISSION
A RESOLUTION AMENDING THE NORTHEAST COUNTY SECTOR PLAN**

WHEREAS, the Knoxville-Knox County Metropolitan Planning Commission, a regional planning commission established pursuant to state statute, has the duty to make, adopt and amend plans for the physical development of Knoxville and Knox County; and

WHEREAS, the Metropolitan Planning Commission pursuant to state statute has prepared and adopted the Knoxville-Knox County General Plan 2033, as the official comprehensive plan for Knoxville and Knox County; and

WHEREAS, the Council of the City of Knoxville and the Commission of Knox County have adopted the Knoxville Knox County General Plan 2033, as the official comprehensive plan for Knoxville and Knox County; and

WHEREAS, the Metropolitan Planning Commission has prepared the Knox County Future Land Use Map, a portion of which is contained within the Northeast County Sector Plan, consistent with the requirements of the General Plan; and

WHEREAS, the Knoxville-Knox County General Plan 2033, provides criteria for periodic updates and amendments of the land use maps contained within plans initiated by the Planning Commission or in response to applications from property owners; and

WHEREAS, Daniel and Grace E. Cass Living Trust, has submitted an application to amend the Sector Plan from Low Density Residential to Rural Commercial, for property described in the application; and

WHEREAS, the Metropolitan Planning Commission staff recommends approval of a revised amendment to the Northeast County Sector Plan, consistent with General Plan requirements that such amendment represents either a logical extension of a development pattern, or is warranted because of changing conditions in the sector as enumerated in the Plan; and

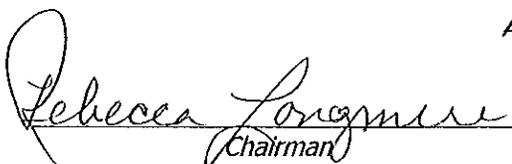
WHEREAS, the Metropolitan Planning Commission, at its regularly scheduled public hearing on November 10, 2016, after consideration of the staff recommendation and testimony from those persons in support and opposed to the plan amendment, approved the amendment for the subject property, as requested, and/or amended.

NOW, THEREFORE, BE IT RESOLVED BY THE KNOXVILLE-KNOX COUNTY METROPOLITAN PLANNING COMMISSION:

SECTION 1: The Planning Commission hereby adopts the revised amendment to the Northeast County Sector Plan, with its accompanying staff report and map, file #11-A-16-SP.

SECTION 2: This Resolution shall take effect upon its approval.

SECTION 3: The Planning Commission further recommends that The Knox County Commission likewise consider this revised amendment to the General Plan 2033.


Chairman

November 10, 2016
Date


Secretary

Draft Minutes November 10, 2016

1:30 P.M. ♦ Small Assembly Room ♦ City County Building

The Metropolitan Planning Commission met in regular session on NOVEMBER 10, 2016 at 1:30 p.m. in the Main Assembly Room, City/County Building, and Knoxville, Tennessee. Members:

1. ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE

- | | |
|-----------------------------|----------------------------|
| Ms. Rebecca Longmire, Chair | Mr. Mac Goodwin |
| Mr. Herb Anders | * Mr. Charles F. Lomax, Jr |
| Ms. Gayle Bustin | Mr. Patrick Phillips |
| Ms. Laura Cole | Mr. Jeff Roth |
| Mr. Art Clancy | Mr. Scott Smith |
| Mr. Mike Crowder | Mr. Charles Thomas |
| Ms. Elizabeth Eason | Ms. Janice Tocher |

* Arrived late to the meeting. ** Left early in the meeting
 A – Absent from the meeting

Agenda Item No.

MPC File No.

- * **31. DANIEL AND GRACE E. CASS LIVING TRUST**
 Southeast side Millertown Pike, northeast side Ellistown Rd.,
 Commission District 8.
a. Northeast County Sector Plan Amendment **11-A-16-SP**
 From LDR (Low Density Residential) to RC (Rural Commercial).

STAFF RECOMMENDATION: ADOPT RESOLUTION #11-A-16-SP, amending the Northeast County Sector Plan to RC (Rural Commercial) sector plan designation, and recommend the Knox County Commission also approve the sector plan amendment.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

- * **b. Rezoning** **11-B-16-RZ**
 From A (Agricultural) & RA (Low Density Residential) to CR
 (Rural Commercial).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE CR (Rural Commercial) zoning.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

MOTION (CLANCY) AND SECOND (PHILLIPS) WERE MADE TO APPROVE CONSENT ITEMS AS READ EXCEPT 37 AND 28 AND ADDITION OF ITEM 43. MOTION CARRIED 14-0-1. APPROVED.

REZONING PLAN AMENDMENT

Name of Applicant: Daniel & Grace E. Cass Revoc. Trust ^{Living} Dianne Brown, Trustee
David Cass, Trustee

Date Filed: 9/20/2016 Meeting Date: 11/10/2016

Application Accepted by: Marc Payne

Fee Amount: 1,000.00 File Number: Rezoning 11-B-16-RZ

Fee Amount: 600.00 File Number: Plan Amendment 11-A-16-SP



PROPERTY INFORMATION

Address: Millerstown Ellistown Rd.

General Location: 3/4 INTERSECTION OF ELLISTOWN RD. & MILLERTOWN PIKE

Parcel ID Number(s): 051 06903

Tract Size: 3.81 ac

Existing Land Use: VACANT

Planning Sector: NORTHEAST COUNTY

Growth Policy Plan: URBAN

Census Tract: 52.02

Traffic Zone: 134

Jurisdiction: City Council _____ District
 County Commission 8TH District

PROPERTY OWNER OPTION HOLDER

PLEASE PRINT Name: Dianne Brown, Trustee

Company: _____

Address: 7018 Rising Rd

City: Knoxville State: TN Zip: 37924

Telephone: 865-591-0643

Fax: 865-522-6814

E-mail: cassbrown1@att.net

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT Name: Dianne Brown

Company: _____

Address: 7018 Rising Rd

City: Knoxville State: TN Zip: 37924

Telephone: 865-591-0643

Fax: _____

E-mail: _____

Requested Change

REZONING

FROM: CA/A

TO: CR

PLAN AMENDMENT

One Year Plan NORTHEAST Sector Plan

FROM: RC/LOR

TO: ROR RC

APPLICATION AUTHORIZATION

I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request or holders of option on same, whose signatures are included on the back of this form.

Signature: Dianne Brown

PLEASE PRINT Name: Dianne Brown

Company: _____

Address: 7018 Rising Rd.

City: Knoxville State: TN Zip: 37924

Telephone: 865-591-0643

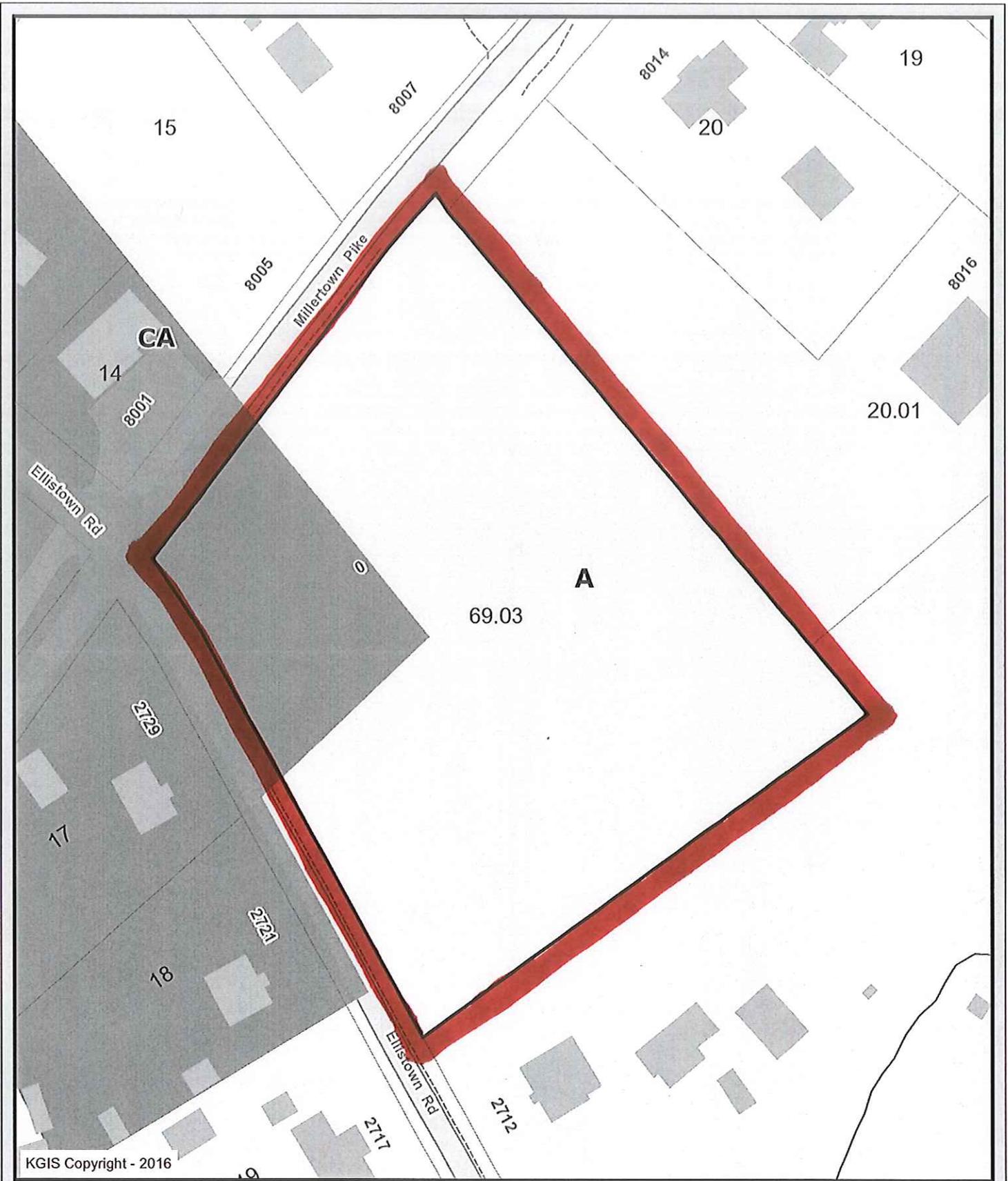
E-mail: cassbrown1@att.net

PROPOSED USE OF PROPERTY

COMMERCIAL

Density Proposed _____ Units/Acre

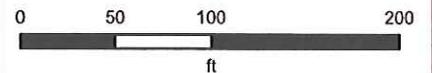
Previous Rezoning Requests: _____



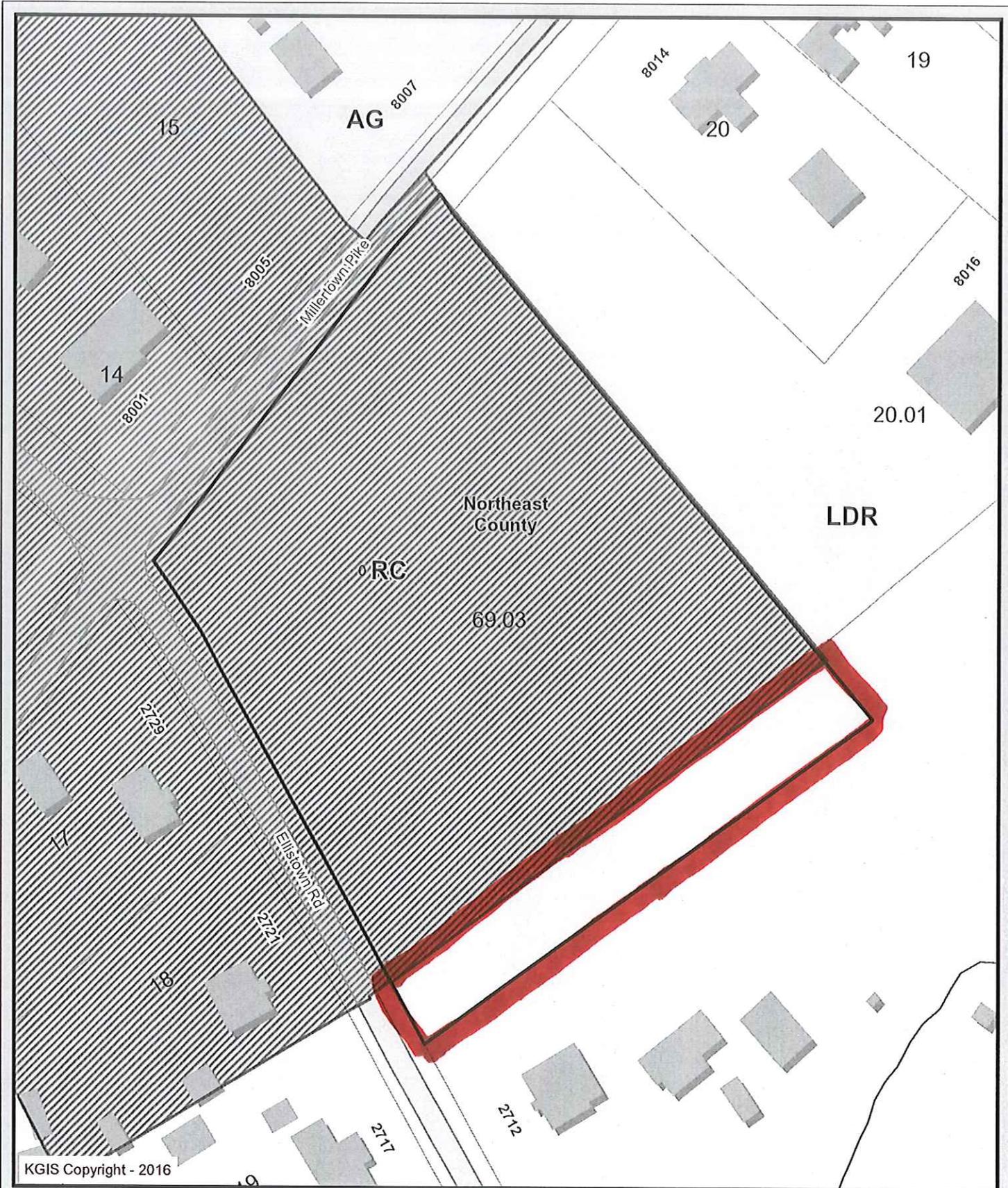
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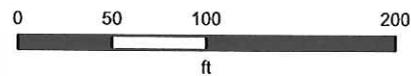


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Email: Louise.Watkins@knoxnews.com

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Date: 11/17/16
Account Number: 237952 (KC03787)
Company Name: MET. PLAN. COMM.
Contact Name:
Email: tina.piatt@knoxmpc.org
Address: 400 MAIN AVENUE SU 403, KNOXVILLE, TN, 37902
Phone: (865) 215-2506 Fax: 2152068

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Number of Times: 1 Class: 16250 - Public Notices
Publications: KN-Knoxville News Sentinel, KN-Internet - knoxnews.com

> Ad Proof

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PUBLIC NOTICE

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TURNER HOMES LLC - Northwest side Black Rd., north of Ridgeland Dr., Commission District 6. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at 1.5 du/ac.

DANIEL AND GRACE E. CASS LIVING TRUST - Southeast side Millertown Pike, northeast side Ellistown Rd., Commission District 8. Northeast County Sector Plan Amendment from LDR (Low Density Residential) to RC (Rural Commercial) and Rezoning from A (Agricultural) & RA (Low Density Residential) to CR (Rural Commercial). MPC Action: Adopted RC and approved CR.

HUTCHINS ASSOCIATES, P.C. - North

side Gray Hendrix Rd., west of Tsawasi Rd., Commission District 6. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve RA.
MESANA INVESTMENTS LLC - South side Westland Dr., west of Highland Lake Blvd., Commission District 5. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at 3 du/ac with 1 condition.

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AGENDA COMMITTEE MEETING

11-C-16-RZ

Meeting Date: 12/07/2016
Requested By: Bettyjo Mahan,
METROPOLITAN
PLANNING COMMISSION
Department: METROPOLITAN PLANNING COMMISSION
Requires Expenditure of Funds: NO **Funded in Current Budget:** NO
Appropriation Required: NO

Information

CAPTION

Request of Hutchins Associates, P.C. for rezoning from A (Agricultural) to RA (Low Density Residential).
Property located north side of Gray Hendrix Road, west of Tsawasi Road. COMMISSION DISTRICT 6. MPC
Recommendation: Recommend the Knox County Commission approve RA (Low Density Residential)
zoning.

Attachments

Hutchins Associates, P.C. 11-C-16-RZ

**METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION**

11/22/2016 01:55 PM

FILE NUMBER: 11-C-16-RZ

APPLICANT: HUTCHINS ASSOCIATES, P.C.

APPLICANT'S REQUEST: REZONING

FROM: A (Agricultural)

TO: RA (Low Density Residential)

MPC RECOMMENDATION: **Recommend the Knox County Commission approve RA (Low Density Residential) zoning.**

MPC VOTE COUNT: 14-0-1 (Consent)

LOCATION: North side Gray Hendrix Rd., west of Tsawasi Rd.

ACREAGE: 0.6 acres

DISTRICT: Commission District 6

MPC HEARING ON: 11/10/2016

PUBLISHED IN: News-Sentinel

DATE PUBLISHED: 10/7/2016

LEGISLATIVE HEARING ON: 12/19/2016

PUBLISHED IN: News-Sentinel

DATE PUBLISHED: 11/18/2016

APPLICANT'S ADDRESS: Hutchins Associates P.C.

4625 Newcom Ave

Knoxville, TN 37919

LEGISLATIVE BODY: Knox County Commission

Consistent with Sector Plan? Yes

Consistent with Growth Plan? Yes

▶ **FILE #:** 11-C-16-RZ

AGENDA ITEM #: 32

AGENDA DATE: 11/10/2016

▶ **APPLICANT:** HUTCHINS ASSOCIATES, P.C.

OWNER(S): Jerry Drain

TAX ID NUMBER: 91 A A 020

[View map on KGIS](#)

JURISDICTION: County Commission District 6

STREET ADDRESS: 3033 Gray Hendrix Rd

▶ **LOCATION:** North side Gray Hendrix Rd., west of Tsawasi Rd.

▶ **APPX. SIZE OF TRACT:** 0.6 acres

SECTOR PLAN: Northwest County

GROWTH POLICY PLAN: Planned Growth Area

ACCESSIBILITY: Access is via Gray Hendrix Rd., a local street with 18' of pavement width within 50' of right-of-way.

UTILITIES: Water Source: West Knox Utility District

Sewer Source: West Knox Utility District

WATERSHED: Beaver Creek

▶ **PRESENT ZONING:** A (Agricultural)

▶ **ZONING REQUESTED:** RA (Low Density Residential)

▶ **EXISTING LAND USE:** Vacant land

▶ **PROPOSED USE:** Residential

EXTENSION OF ZONE: Yes, extension of RA zoning from the south and west

HISTORY OF ZONING: None noted

SURROUNDING LAND USE AND ZONING: North: Residence / OB (Office, Medical & Related Services)

South: Gray Hendrix Rd., vacant land / RA (Low Density Residential)

East: House / A (Agricultural)

West: Vacant land / RA (Low Density Residential)

NEIGHBORHOOD CONTEXT: This area is developed with low density residential uses under A and RA zoning. Karns Middle School is located to the west, zoned A.

STAFF RECOMMENDATION:

▶ **RECOMMEND that County Commission APPROVE RA (Low Density Residential) zoning.**

RA is a logical extension of zoning from the south and west, is consistent with the sector plan designation and will allow uses compatible with the surrounding land uses and zoning pattern.

COMMENTS:

REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY GENERALLY:

1. RA zoning is compatible with the scale and intensity of the surrounding development and zoning pattern in

the area.

2. The proposed RA zoning is consistent with the Northwest County Sector Plan proposal for the site.
3. A large area of RA zoning is already in place to the south and east. This proposal is an extension of that zoning.
4. The applicant proposes to develop residential uses on the property, which would be consistent with surrounding development and zoning.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. RA zoning provides for residential areas with low population densities. These areas are intended to be defined and protected from encroachment of uses not performing a function necessary to the residential environment.
2. Based on the above description, this site is appropriate for RA zoning.
3. If connected to sewer, the RA zone allows detached residential development with a minimum lot size of 10,000 sq. ft. Without sewer, the minimum lot size is 20,000 sq. ft., subject to approval by Knox County Health Department. Duplexes, require a minimum lot size of 12,000 sq. ft. with sewer, or 20,000 sq. ft. without sewer, subject to approval by Knox County Health Department. Duplexes also require use on review approval by MPC in the RA zoning district.

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT:

1. The applicant intends to subdivide the subject property into multiple residential lots. The site is not large enough to be subdivided under the current A zoning, which requires a minimum lot size of one acre. RA zoning will allow this 0.6 acre site to be resubdivided into two lots for residential uses.
2. The impact to the street system will be minimal. If a plat is submitted to subdivide the property, a right-of-way dedication will be required. Along this section of Gray Hendrix Rd., this dedication will be 25 feet from the right-of-way centerline.
3. The proposed zoning is compatible with surrounding development, and there should be minimal impact to the surrounding area and no adverse affect to any other part of the County.
4. Public water and sewer utilities are available in the area, but may need to be extended to serve the site.
5. No other area of the County will be impacted by this rezoning request.

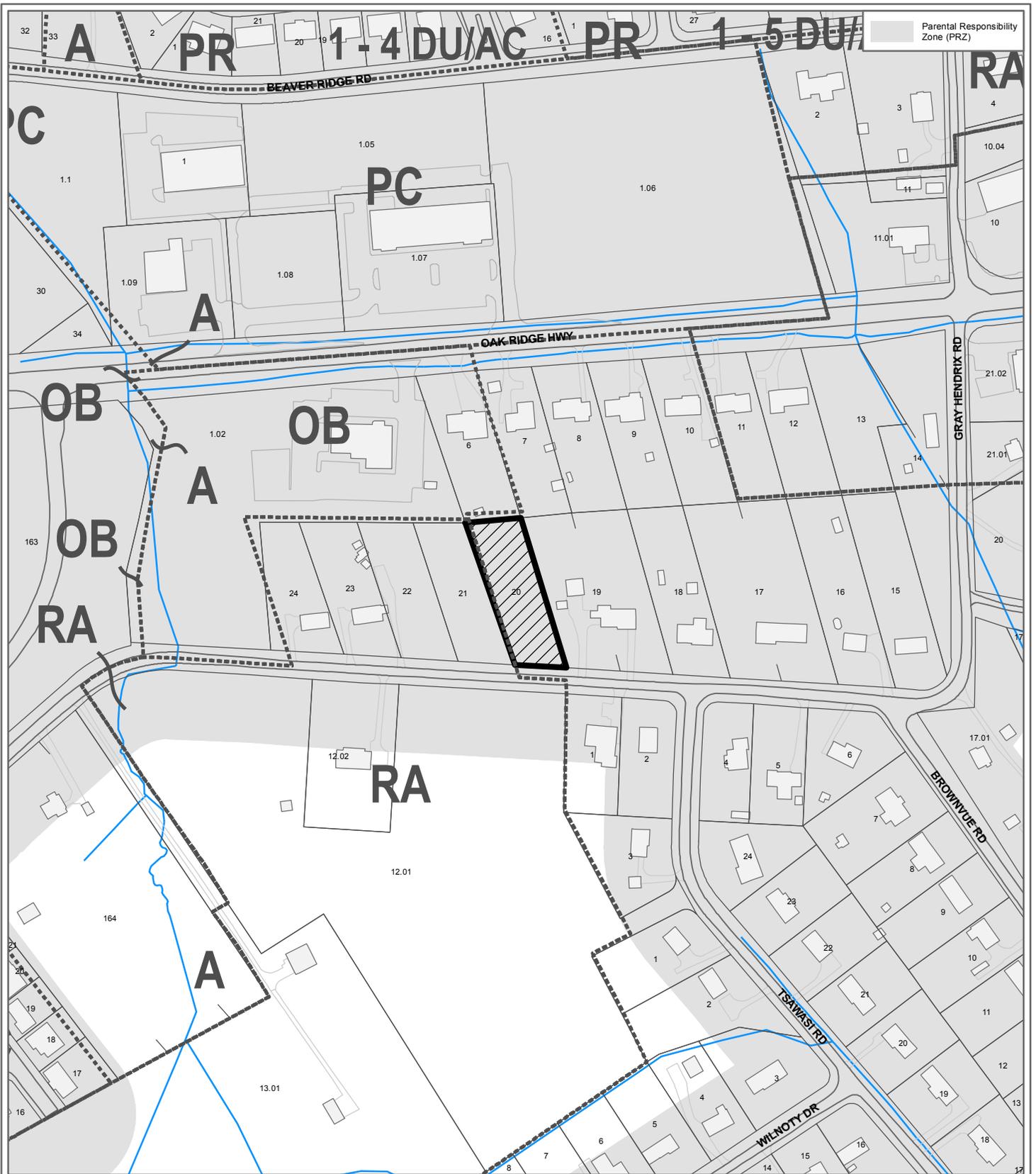
THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. The Northwest County Sector Plan proposes low density residential use for the site, consistent with the requested RA zoning.
2. The site is located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.
3. Approval of this request may lead to future requests for RA zoning on surrounding properties zoned Agricultural, which is consistent with the sector plan proposal for low density residential uses in the area.
4. The proposal does not present any apparent conflicts with any other adopted plans.

ESTIMATED TRAFFIC IMPACT: Not required.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knox County Commission for action on 12/19/2016. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.



**11-C-16-RZ
REZONING**

From: A (Agricultural)

To: RA (Low Density Residential)



Petitioner: Hutchins Associates, P.C.

Map No: 91

Jurisdiction: County



Original Print Date: 10/19/2016 Revised:
Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902



Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>

[MPC Comment] RE: Item 32. HUTCHINS ASSOCIATES, P.C. 11-C-16-RZ North side Gray Hendrix Rd., west of Tsawasi Rd., Commission District 6. Rezoning from A (Agricultural) to RA (Low Density Residential).

1 message

jay blackwell <jblackw37@hotmail.com>
Reply-To: jblackw37@hotmail.com
To: "commission@knoxmpc.org" <commission@knoxmpc.org>

Mon, Nov 7, 2016 at 9:24 PM

MPC Agenda Meeting November 10th 1:30 Item #32

I attended a meeting of the Knoxville/Knox County Metropolitan Planning Commission On September 8 2016 at 1:30pm. This meeting was on Use on Review for the Lot next to the subject Property.

The determination Of the hearing was the Land owner could build a single family on the front of the property and a duplex on the rear. Several Property Owners attended the Meeting and submitted a Petition signed from approximately 30 home owners in the immediate area stating they were opposed to Duplexes being built on the site. This is largely a single family home development and many homeowners feel Duplexes will have a adverse affect on their property values. Many potential home buyers will not even consider buying a home with Rental property in the immediate area.

We are also opposed to this property being rezoned from A to RA. This would allow the owner to build a duplex on this site as well.

The Owner now wants rezoning on the property from A(Agricultural) To RA (Low Density Residential) and build two homes or duplexes on the site. That would make about .3ac per unit. Most Lots in the immediate area are in the .75ac to 1.5ac size.

We are opposed the both of these changes.

The owner states the current zoning creates a hardship for the development of the lots. The owner knew or should have know the current zoning of the lots when he purchased them. There is no reason I know of that the lots cannot be developed as currently zoned.

I own property adjacent to the subject property. I am opposed to the property owner being allowed to build duplexes on the site, or splitting the lot into two sites.

If the commission feels that this development is best for the community, I request that Developer at (his expense) be required to install a 6" wood Privacy fence as a buffer to the adjacent residential Homes. These are commonly seen all over Knox county.

I am unable to attend the meeting as I cannot get off work.

If you have any questions feel free to contact me,
Jay M Blackwell
[920-915-7774](tel:920-915-7774)

--

This message was directed to commission@knoxmpc.org

Draft Minutes

November 10, 2016

1:30 P.M. ♦ Small Assembly Room ♦ City County Building

The Metropolitan Planning Commission met in regular session on NOVEMBER 10, 2016 at 1:30 p.m. in the Main Assembly Room, City/County Building, and Knoxville, Tennessee. Members:

1. ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE

- | | |
|-----------------------------|----------------------------|
| Ms. Rebecca Longmire, Chair | Mr. Mac Goodwin |
| Mr. Herb Anders | * Mr. Charles F. Lomax, Jr |
| Ms. Gayle Bustin | Mr. Patrick Phillips |
| Ms. Laura Cole | Mr. Jeff Roth |
| Mr. Art Clancy | Mr. Scott Smith |
| Mr. Mike Crowder | Mr. Charles Thomas |
| Ms. Elizabeth Eason | Ms. Janice Tocher |

* Arrived late to the meeting. ** Left early in the meeting
A – Absent from the meeting

Agenda Item No.

MPC File No.

- | | | |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| * 32. | <u>HUTCHINS ASSOCIATES, P.C.</u> | 11-C-16-RZ |
| | North side Gray Hendrix Rd., west of Tsawasi Rd., Commission District 6.
Rezoning from A (Agricultural) to RA (Low Density Residential). | |

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE RA (Low Density Residential) zoning.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

MOTION (CLANCY) AND SECOND (PHILLIPS) WERE MADE TO APPROVE CONSENT ITEMS AS READ EXCEPT 37 AND 28 AND ADDITION OF ITEM 43. MOTION CARRIED 14-0-1. APPROVED.

REZONING **PLAN AMENDMENT**

Name of Applicant: Hutchins Associates P.C.

Date Filed: 9/26/2016

Meeting Date: Nov. 10, 2016

Application Accepted by: Mike Reynolds

Fee Amount: 500.00 File Number: Rezoning 11-C-16-RZ

Fee Amount: _____ File Number: Plan Amendment _____



PROPERTY INFORMATION

Address: 3033 Gray Hendrix Rd.

General Location: North side Gray Hendrix Rd., West of Tsawasi Rd.

Parcel ID Number(s): 091A1020

Tract Size: .6 acres

Existing Land Use: Vacant

Planning Sector: NW County

Growth Policy Plan: Planned Growth

Census Tract: 60.01

Traffic Zone: 213

Jurisdiction: City Council _____ District
 County Commission 6 District

Requested Change

REZONING

FROM: A (Agricultural)

TO: RA (Low Density Residential)

PLAN AMENDMENT

One Year Plan _____ Sector Plan

FROM: _____

TO: _____

PROPOSED USE OF PROPERTY

Residential

Density Proposed _____ Units/Acre

Previous Rezoning Requests: _____

PROPERTY OWNER **OPTION HOLDER**

PLEASE PRINT

Name: Jerry Drain

Company: J.D.C. Masonry

Address: 5935 Beaver Ridge Rd.

City: Knoxville State: TN Zip: 37931

Telephone: _____

Fax: 865-670-0254

E-mail: _____

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT

Name: David Hutchins

Company: Hutchins Associates P.C.

Address: 4025 Newcorn Ave.

City: Knoxville State: TN Zip: 37919

Telephone: 865-584-1809

Fax: _____

E-mail: david@hutchinspc.com

APPLICATION AUTHORIZATION

I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request or holders of option on same, whose signatures are included on the back of this form.

Signature: David Hutchins

PLEASE PRINT

Name: David Hutchins

Company: _____

Address: Same as above

City: _____ State: _____ Zip: _____

Telephone: _____

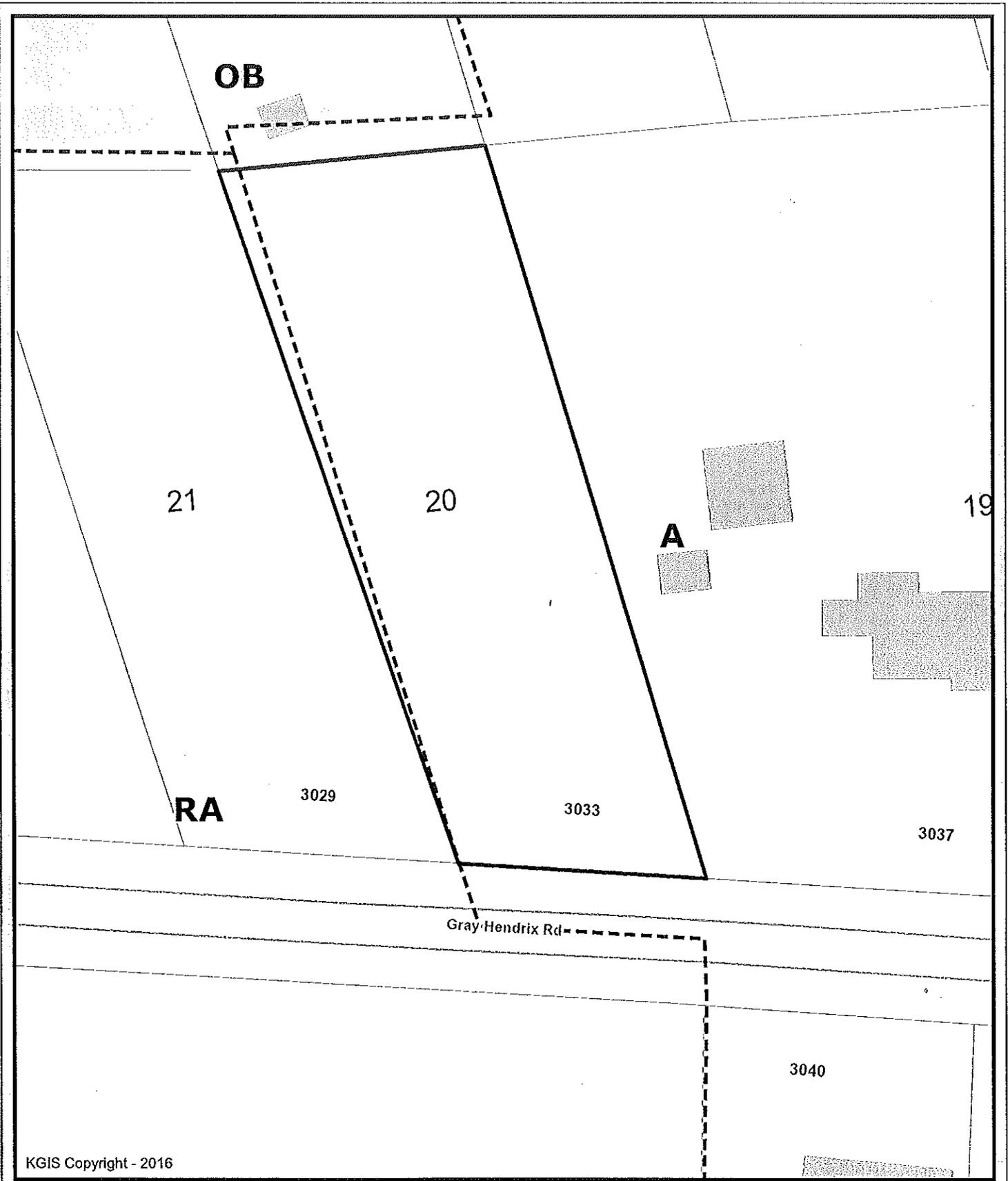
E-mail: _____

NAMES OF ALL PROPERTY OWNERS INVOLVED OR HOLDERS OF OPTION ON SAME MUST BE LISTED BELOW:

Please Print or Type in Black Ink:

(If more space is required attach additional sheet.)

Name	Address	City	State	Zip	Owner	Option
David Hutchins	4025 Newcom Ave	KNOXVILLE	TN	37919		
Jerry Drain	5935 Beaver Ridge Rd.	KNOXVILLE	TN	37931	✓	

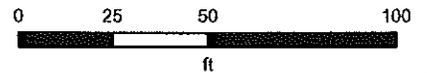


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Letter Portrait

Printed: 9/26/2016 at 10:59:12 AM

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Sales Rep: Louise Watkins (K3405)

Phone: (865) 342-6515

Email: Louise.Watkins@knoxnews.com

> Account Information

Date: 11/17/16
Account Number: 237952 (KC03787)
Company Name: MET. PLAN. COMM.
Contact Name:
Email: tina.piatt@knoxmpc.org
Address: 400 MAIN AVENUE SU 403, KNOXVILLE, TN, 37902
Phone: (865) 215-2506 Fax: 2152068

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Please confirm placement prior to deadline by contacting your account rep at (865) 342-6515 .
Ad Id: 1365110 P.O. Number: CoAdDec19 Total Cost: \$127.44
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PUBLIC NOTICE

The following items will be considered by the Board of County Commissioners on Monday, December 19, 2016, at 7:00 p.m. in the Main Assembly Room, City County Bldg, 400 Main St., Knoxville, TN. Data pertinent to these items may be seen in MPC's office, Fourth Fl. of the City County Bldg., Main St. and on MPC's website at www.knoxmpc.org. Knox County does not discriminate on the basis of disability in its provision of services, programs, activities or benefits. If you need assistance or accommodation for a disability, please contact the ADA office at 215-2952 & we will be glad to work with you in obliging any reasonable request.

Plans/Rezoning

S & E PROPERTIES - Southeast side Millstone Ln., west side Freels Ln., Commission District 5. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at 3 du/ac subject to 1 condition.

TURNER HOMES LLC - Northwest side Black Rd., north of Ridgeland Dr., Commission District 6. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at 1.5 du/ac.

DANIEL AND GRACE E. CASS LIVING TRUST - Southeast side Millertown Pike, northeast side Ellistown Rd., Commission District 8. Northeast County Sector Plan Amendment from LDR (Low Density Residential) to RC (Rural Commercial) and Rezoning from A (Agricultural) & RA (Low Density Residential) to CR (Rural Commercial). MPC Action: Adopted RC and approved CR.

HUTCHINS ASSOCIATES, P.C. - North

side Gray Hendrix Rd., west of Tsawasi Rd., Commission District 6. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve RA.
MESANA INVESTMENTS LLC - South side Westland Dr., west of Highland Lake Blvd., Commission District 5. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at 3 du/ac with 1 condition.

Thank you for your business. Our commitment to a quality product includes the advertising in our publications. As such, Gannett reserves the right to categorize, edit and refuse certain classified ads. Your satisfaction is important. If you notice errors in your ad, please notify the classified department immediately so that we can make corrections before the second print date. The number to call is 865-637-4111. Allowance may not be made for errors reported past the second print date. The Knoxville News Sentinel may not issue refunds for classified advertising purchased in a package rate; ads purchased on the open rate may be pro-rated for the remaining full days for which the ad did not run.

AGENDA COMMITTEE MEETING

11-D-16-RZ

Meeting Date: 12/07/2016
Requested By: Bettyjo Mahan,
METROPOLITAN
PLANNING COMMISSION
Department: METROPOLITAN PLANNING COMMISSION
Requires Expenditure of Funds: NO **Funded in Current Budget:** NO
Appropriation Required: NO

Information

CAPTION

Request of Mesana Investments, LLC for rezoning from A (Agricultural) and PR (Planned Residential) at a density up to 5 dwelling units per acre. Property located south side of Westland Drive, west of Heritage Lake Boulevard. COMMISSION DISTRICT 5. MPC Recommendation: Recommend the Knox County Commission approve PR (Planned Residential) zoning at a density up to 3 dwelling units per acre, subject to 1 condition.

Attachments

Mesana Investments LLC 11-D-16-RZ

**METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION**

11/22/2016 02:12 PM

FILE NUMBER: 11-D-16-RZ

APPLICANT: MESANA INVESTMENTS LLC

APPLICANT'S REQUEST: REZONING

FROM: A (Agricultural)

TO: PR (Planned Residential)

AT A DENSITY OF: 5 du/ac

MPC RECOMMENDATION: **Recommend the Knox County Commission approve PR (Planned Residential) zoning at a density up to 3 dwelling units per acre, subject to 1 condition.**

MPC VOTE COUNT: 14-0-1

LOCATION: South side Westland Dr., west of Heritage Lake Blvd.

ACREAGE: 43.38 acres

DISTRICT: Commission District 5

MPC HEARING ON: 11/10/2016

PUBLISHED IN: News-Sentinel

DATE PUBLISHED: 10/7/2016

LEGISLATIVE HEARING ON: 12/19/2016

PUBLISHED IN: News-Sentinel

DATE PUBLISHED: 11/18/2016

APPLICANT'S ADDRESS: Scott Davis
P. O. Box 11315
Knoxville, TN 37939

LEGISLATIVE BODY: Knox County Commission

Consistent with Sector Plan? Yes

Consistent with Growth Plan? Yes

▶ **FILE #:** 11-D-16-RZ

AGENDA ITEM #: 33

AGENDA DATE: 11/10/2016

▶ **APPLICANT:** MESANA INVESTMENTS LLC

OWNER(S): Scott Davis

TAX ID NUMBER: 154 001 & 002

[View map on KGIS](#)

JURISDICTION: County Commission District 5

STREET ADDRESS:

▶ **LOCATION:** South side Westland Dr., west of Heritage Lake Blvd.

▶ **APPX. SIZE OF TRACT:** 43.38 acres

SECTOR PLAN: Southwest County

GROWTH POLICY PLAN: Planned Growth Area

ACCESSIBILITY: Access is via Westland Dr., a minor arterial street with 23' of pavement width within 50' of right-of-way.

UTILITIES: Water Source: First Knox Utility District

Sewer Source: First Knox Utility District

WATERSHED: Sinking Creek

▶ **PRESENT ZONING:** A (Agricultural)

▶ **ZONING REQUESTED:** PR (Planned Residential)

▶ **EXISTING LAND USE:** Vacant land

▶ **PROPOSED USE:** Planned residential development

DENSITY PROPOSED: 5 du/ac

EXTENSION OF ZONE: Yes, extension of PR zoning from the east

HISTORY OF ZONING: None noted

SURROUNDING LAND USE AND ZONING: North: Westland Dr., vacant commercial building, vacant land / CA (General Business) and A (Agricultural)

South: Detached residential subdivision / RA (Low Density Residential)

East: Detached residential subdivision, vacant land / PR (Planned Residential) @ 5 du/ac

West: Vacant land / A (Agricultural)

NEIGHBORHOOD CONTEXT: This site is located west of the interchange of Westland Dr. and I-140 in an area developed primarily with low density residential uses under RA, PR and A zoning.

STAFF RECOMMENDATION:

▶ **RECOMMEND that County Commission APPROVE PR (Planned Residential) zoning at a density of up to 3 du/ac, subject to 1 condition. (Applicant requested 5 du/ac)**

1. No clearing or grading of the site will be permitted prior to approval of a use on review development plan by MPC.

With the recommended condition, PR is an appropriate zone for residential development of this site and is consistent with the sector plan recommendation for the property, which is within the Planned Growth Area on

the Growth Policy Plan. The recommended density of up to 3 du/ac is consistent with the slope protection recommendations of the Hillside and Ridgetop Protection Plan (HRPP) for residential densities and development. At the requested density of 5 du/ac, the proposal exceeds (by 84 units) the maximum 125 units recommended in accordance with the HRPP guidelines.

COMMENTS:

REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY GENERALLY:

1. PR is the most appropriate residential zone that can be considered for this site, because of its flexibility in lot sizes, and the ability to cluster development in the more suitable areas of the site. The developer should make every attempt to preserve existing trees on the site and keep development off of the steepest slopes. The steepest area of this site is along then northern property line of the site.
2. PR zoning is a logical extension of zoning from the east and the requested density is consistent with the sector plan proposal for the property. However, because of the slope constraints of the site, staff is recommending a lesser density.
3. The PR zone requires use on review approval of a development plan by MPC prior to construction. This will provide the opportunity for staff to review the plan and address issues such as traffic circulation, lot layout, recreational amenities, landscape buffering, hillside preservation, drainage, types of units and other potential development concerns. It will also give the opportunity for public comment at the MPC meeting.
4. The recommended density is consistent with the densities of several surrounding residential subdivisions. Andover View to the north is zoned RA and developed at about 2.57 du/ac. Lakeshire to the south is zoned RA and developed at about 2.1 du/ac. Hamilton Place to northeast is zoned PR at 1-3 du/ac, but developed at under 2 du/ac. Hampton Hall to its east is zoned PR at 1-3 du/ac, but developed at about 2.59 du/ac.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. PR zoning is intended to provide optional methods of land development which encourage more imaginative solutions to environmental design problems. Residential areas thus established would be characterized by a unified building and site development program, open space for recreation and provision for commercial, religious, educational and cultural facilities which are integrated with the total project by unified architectural elements and open space treatment.
2. Additionally, the zoning states that each development shall be compatible with the surrounding or adjacent zones. Such compatibility shall be determined by the Planning Commission by review of development plans. Staff maintains that PR is the most appropriate zone for proposed development of this site.

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT:

1. PR zoning at the recommended density will allow the property to be developed, but will require use on review development plan approval by MPC prior to construction.
2. Based on the 41.86-acre calculated size of the property, the proposed PR zoning at a density of up to 5 du/ac would allow for a maximum of 209 dwelling units to be proposed for the site. That number of detached units would add approximately 2043 vehicle trips per day to the street system and would add approximately 131 children under the age of 18 to the school system. The recommended density of up to 3 du/ac would allow for a maximum of 125 dwelling units to be proposed for the site. That number of detached units would add approximately 1273 vehicle trips per day to the street system and would add approximately 78 children under the age of 18 to the school system.
3. Westland Dr. is a minor arterial street with sufficient capacity to support low density residential development of this site.
4. PR zoning at the recommended density is compatible with the scale and intensity of the surrounding development and zoning pattern, and also considers the slope constraints of the property. The proposed density of 5 du/ac would not conform with the slope protection policies of the HRPP.
5. If the proposed development generates more than 750 trips, a Traffic Impact Study will be required to be submitted with the development plan for MPC's consideration.
6. The PR zoning district has provisions for preservation of open space and providing recreational amenities as part of the development plan. The applicant will be expected to demonstrate how these provisions are met as part of the required development plan review.
7. Public water and sanitary sewer utilities are available in the area, but may need to be extended to serve the site.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. The Southwest County Sector Plan designates this site for low density residential uses with some slope protection, consistent with the proposed PR zoning and density. Staff ran a slope analysis (attached) on the site which revealed that over 8 acres of the site consists of slopes greater than 25%. The recommended density is consistent with the residential density recommendations of the HRPP.
2. The site is located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.
3. This request may lead to future requests for PR zoning in the future on other A-zoned properties in the area, consistent with the sector plan proposal for the area.

Upon final approval of the rezoning, the developer will be required to submit a concept plan/use on review development plan prior to the property's development. The plan will show the property's proposed lot pattern and street network and will also identify the types of residential units that may be constructed. Grading and drainage plans may also be required at this stage, if deemed necessary by Knox County Engineering and MPC staff.

ESTIMATED TRAFFIC IMPACT: 2043 (average daily vehicle trips)

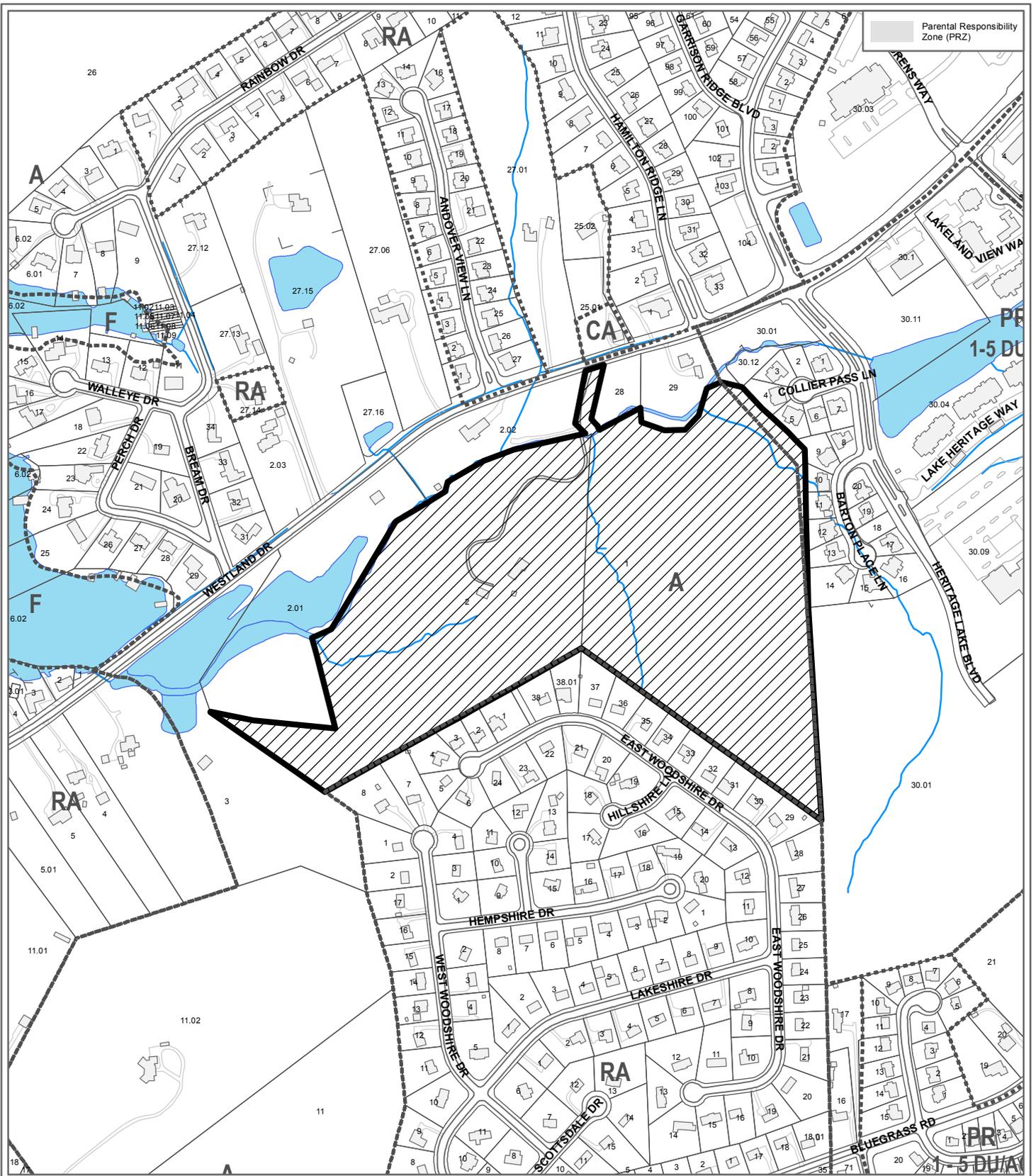
Average Daily Vehicle Trips are computed using national average trip rates reported in the latest edition of "Trip Generation," published by the Institute of Transportation Engineers. Average Daily Vehicle Trips represent the total number of trips that a particular land use can be expected to generate during a 24-hour day (Monday through Friday), with a "trip" counted each time a vehicle enters or exits a proposed development.

ESTIMATED STUDENT YIELD: 131 (public and private school children, ages 5-18 years)

Schools affected by this proposal: Northshore Elementary, West Valley Middle, and Bearden High.

- School-age population (ages 5–18) is estimated by MPC using data from a variety of sources.
- While most children will attend public schools, the estimate includes population that may be home-schooled, attend private schools at various stages of enrollment, or drop out of the public system.
- Students are assigned to schools based on current attendance zones as determined by Knox County Schools. Zone boundaries are subject to change.
- Estimates presume full build-out of the proposed development. Build-out is subject to market forces, and timing varies widely from proposal to proposal.
- Student yields from new development do not reflect a net addition of children in schools. Additions occur incrementally over the build-out period. New students may replace current population that ages through the system or moves from the attendance zone.
- School capacities are subject to change by Knox County Schools through building additions, curriculum or scheduling changes, or amendments to attendance zone boundaries.

If approved, this item will be forwarded to Knox County Commission for action on 12/19/2016. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.



**11-D-16-RZ
REZONING**

Petitioner: Mesana Investments LLC



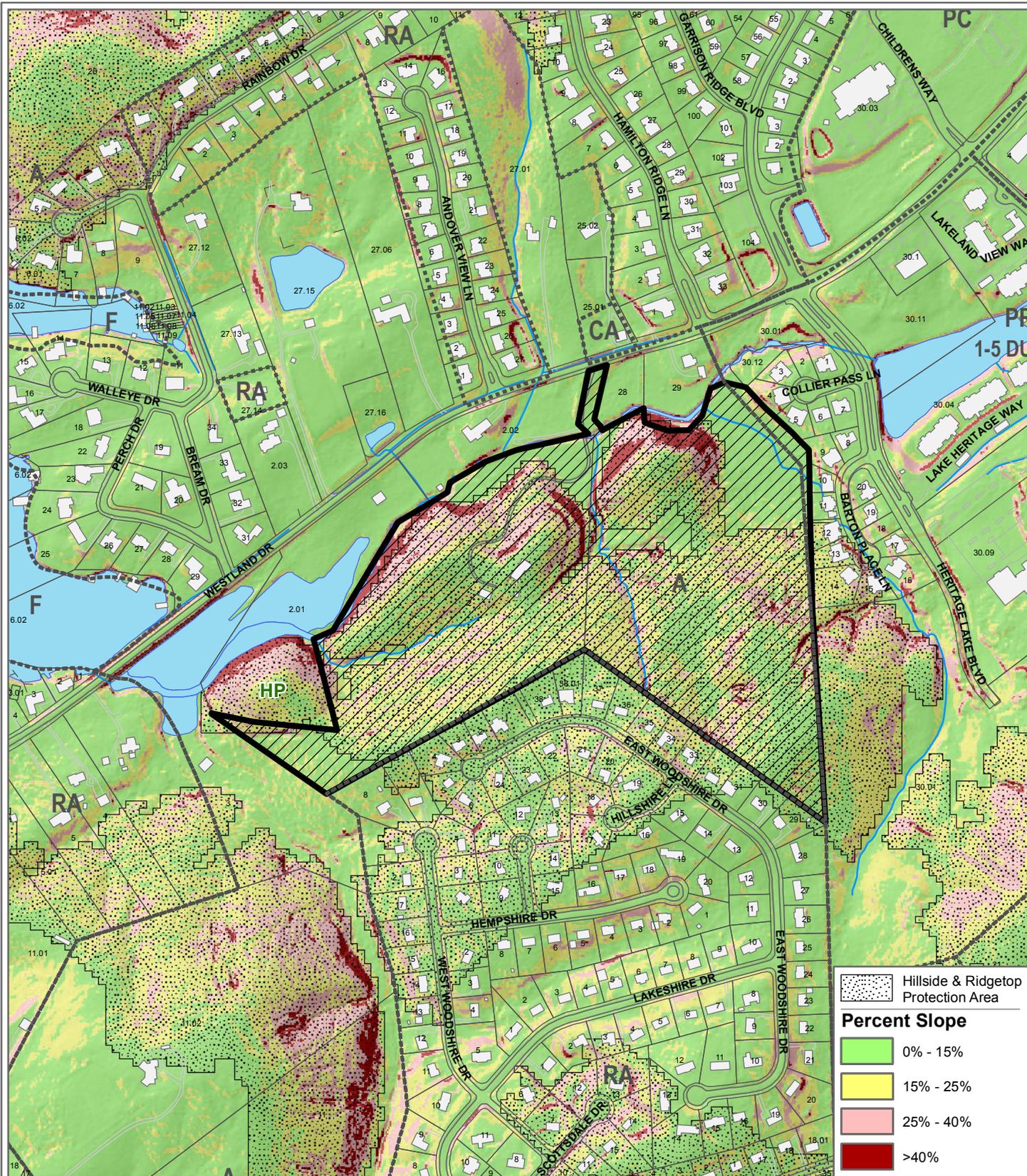
From: A (Agricultural)
To: PR (Planned Residential)

Map No: 154

Jurisdiction: County



Original Print Date: 10/19/2016 Revised:
Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902



**11-D-16-RZ
REZONING - SLOPE ANALYSIS**

From: A (Agricultural)
To: PR (Planned Residential)



Original Print Date: 11/1/2016 Revised:
Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902

Petitioner: Mesana Investments LLC

Map No: 154
Jurisdiction: County



MPC STAFF - SLOPE / DENSITY ANALYSIS
11-D-16-RZ / MESANA INVESTMENTS LLC / A to PR (>5 DU/AC)

CATEGORY	ACRES	RECOMMENDED DENSITY (Dwelling Units / Acre)	NUMBER OF UNITS
Non-Hillside	8.8	5.00	44.0
0-15% Slope	9.09	5.00	45.5
15-25% Slope	13.71	2.00	27.4
25-40% Slope	6.26	0.50	3.1
Greater than 40% Slope	1.83	0.20	0.4
Ridgetops	2.17	0.00	0.0
Subtotal: Sloped Land	33.06		76.4
Maximum Density Guideline (Hillside & Ridgetop Protection Plan)	41.86	2.88	120.4
Proposed Density (Applicant)	41.86	5.00	209.3

From Hillside & Ridgetop Protection Plan, page 33

LOW DENSITY AND RURAL RESIDENTIAL USES

Density and Land Disturbance Guidelines

As proposals for changes to the zoning map and development plans/concept plans are considered, the following factors are recommended to determine the overall allowable density for residential rezonings and the overall land disturbance allowable in new development or subdivisions for those portions of parcels that are within the Hillside and Ridgetop Protection Area. These factors should be codified as regulations in the future. The areas of the Growth Policy Plan referenced below are presented on page 18.

Table 3: Residential Density and Land Disturbance Guidelines
for Recommendations on Changes to the Zoning Map and Development Plan/
Concept Plan Review within the Hillside and Ridgetop Protection Area
that is within the Urban Growth and the Planned Growth Area

<i>Percent of Slope</i>	<i>Recommended Maximum Density Factor*</i>	<i>Recommended Maximum Land Disturbance Factor**</i>
0 - 15	Knox County: 5 dua City of Knoxville: 6 dua	100%
15 - 25	2 dua	50%
25 - 40	0.5 dua	20%
40 or more	0.2 dua	10%
Ridgetops***	***	***

dua: dwelling units per acre

* These factors should be considered guidelines to determine an overall recommended residential density for requests for changes to the zoning map to planned residential (RP-1 in the city and PR in the county) zone districts that are considered by the Metropolitan Planning Commission prior to being considered by the appropriate legislative body. The resulting zone district development right would be considered a budget for dwelling units to be applied over the entire proposed development.

** Until such time as regulations are codified by the appropriate legislative body, these factors should be considered guidelines to determine an overall recommended land disturbance area for development plans and concept plans that are considered for approval by the Metropolitan Planning Commission. The overall land disturbance area would be considered a budget for land disturbance to be applied over the entire proposed development.

*** Ridgetops are generally the more level areas on the highest elevations of a ridge. Because the shapes of Knox County ridges are so varied (see pages 8 – 9), the ridgetop area should be determined on a case-by-case basis with each rezoning and related development proposal.

11-D-16-RZ Slope Analysis

			Acreage
Non-Hillside Portions			8.8
Hillside and Ridgetop Protection Area			
Value	Percent Slope	Count	Acres
1	0%-15%	15846	9.09
2	15%-25%	23887	13.71
3	25%-40%	10905	6.26
4	>40%	3186	1.83
			30.89
Ridgetop Area			2.17
Site Total			41.86



Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>

[MPC Comment] Westland Drive development

1 message

Nina Howell <ninadhowell@gmail.com>

Mon, Oct 31, 2016 at 12:26 PM

Reply-To: ninadhowell@gmail.com

To: herb@claibornehauling.com, eason.mpc@gmail.com, commission@knoxmpc.org, mgoodwin.mpc@gmail.com, jtocher.mpc@gmail.com

Cc: mayor@knoxvilletn.gov

Commissioners: Herb Anders, Gayle Bustin, Art Clancy III, Laura Cole, Mike Crowder, Elizabeth Eason, Conrad Goodwin, Len Johnson, Rev. Charles Lomax Jr. , Rebecca Longmire, Patrick Phillips, Jeffrey Roth, Scott Smith, Charles Thomas, Janice Tocher, Mayor Madeline Rogero:

It has come to my attention that there is a developer planning to develop the property on Westland Drive from Weigels down to the Northshore Drive area. I live in Hampton Hall across from the apartments.

As you know, we have been dealing with and fighting development in this area what seems to be for many years. While I'm not against development, I do believe we have to take into consideration the number of children in the area, traffic counts, aesthetics and home values. While we can't control this in many cases, and we can't force the farmlands from selling to developers - we can attempt to keep our land aesthetically beautiful by developing it in a way that promotes and values our home prices. Please consider this at the MPC meeting and do not allow this developer to build residences at less than 3 per acre. I believe this is a fair request for the area in mention.

Thank you for your consideration,

Nina Howell

Nina D. Howell

Ascertainment Marketing, Inc.

ascertainment.net

m: 865.310.1505

e: ninadhowell@gmail.com

e: nina@ascertainment.net



(Please note new email address and update accordingly.)

--

This message was directed to commission@knoxmpc.org



Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>

[MPC Comment] Mesana Development Rezoning 11-D-16- RZ

1 message

Jack Woodall <ajwoodal@gmail.com>

Tue, Nov 1, 2016 at 6:24 AM

Reply-To: ajwoodal@gmail.com

To: commission@knoxmpc.org

Cc: Gerald Green <gerald.green@knoxmpc.org>

Mesana Development has proposed to rezone about 43 acres west of Heritage Lake subdivision on Westland Drive to Planned Residential 1-5 units per acre. While we do not oppose PR zoning for this tract, we believe the density should be less than 3 units per acre. All of the subdivisions west of Pellissippi Parkway are developed at less than 3 units per acre. Rezoning at 5 units per acre would be inconsistent with this development.

This property and these subdivisions are on a part of Westland that is a narrow but heavily traveled road. The KGIS traffic count is 11,710 at Weigels and the construction of Westland Gardens, Beals Creek, and the Emory Church Road apartments will add at least 3500 trips per day to area traffic.

Moreover the critical issue with this particular property is the ridge and extensive wooded steep slopes that characterize the 43 acres. Much of the property is included in the slope protection area and covered by the Hillside and Ridgetop protection plan.

The Hillside plan is the best judgment of several years of study by Knox County developers, community groups and professional employees of MPC and Knoxville and Knox County of the appropriate way to develop steep hillsides in Knox County and it recommends substantially less density than is requested here for areas that need slope protection. We believe the staff's recommendation and MPC zoning recommendation should be 3 units per acre for property outside the slope protection area, and the density required in the Hillside and Ridgetop protection plan for the area included in the slope protection area. This would be an overall zoning density somewhat less than 3 units per acre. That density would allow a development that would not result in stripping the slopes of all trees and substantial loss of topsoil into the creek that drains the property.

Jack Woodall

--

This message was directed to commission@knoxmpc.org



Betty Jo Mahan <bettyjo.mahan@knoxmpc.org>

[MPC Comment] Mesana Development Rezoning 11-D-16 RZ

1 message

Jack Woodall <ajwoodal@gmail.com>

Mon, Nov 7, 2016 at 1:02 AM

Reply-To: ajwoodal@gmail.com

To: commission@knoxmpc.org

Cc: Gerald Green <gerald.green@knoxmpc.org>

MPC staff has recommended rezoning of this property on Westland Drive to PR at 3 dwelling units per acre. This would allow development of up to 125 dwelling units on the property (41.86 acres * 3 units per acre). We believe no more than no more than 85 houses can properly be built on this property and it should be rezoned to PR at 2 dwelling units per acre (84.6 dwelling units / 41.86 acres). A revised calculation is attached.

The critical issue with this property is the ridge and extensive wooded steep slopes that characterize the 43 acres. The MPC staff report discusses the Hillside and Ridgetop Protection Plan (HRPP) and includes a calculation of the slope areas on the property. The calculation shows half of the property (22 acres) has slopes greater than 15%.

The HRPP provides for limited land disturbance on these steep wooded slopes. The maximum land disturbance allowed is shown on the extract (Table 3) from the HRPP in the staff report. The HRPP requires such slopes to be protected from clear cutting trees and from a total grading of the hillsides. The HRPP provides for a reduction in subdivision infrastructure requirements that enables roads to be installed without the clear cutting of slopes and total grading of steep hillsides. With reduced infrastructure requirements and a limit on the number of houses sloped land can be properly developed. The staff report shows 31 dwelling units can properly be built on the 22 acres of the land with slopes exceeding 15% and we agree with that calculation.

We depart from the staff recommendation in its calculation that density on the 18 remaining acres of relatively flat land should be based on 5 dwelling units per acre. The density for single family subdivision development on flat land should be based on 3 dwelling units per acre. 5 dwelling units per acre is low density residential, but it is low density residential for attached housing.

Recent subdivision developments for single family homes in this area on flat land are built out at 3 dwelling units per acre. These subdivision developments are built on the smallest lots permitted under the subdivision regulations. However with infrastructure is not feasible for a developer to get more than 3 units per acre into these single family subdivisions, even on flat land.

When MPC staff calculates density for single family subdivisions in slope protection areas based on 5 units per acre for the flat land when no more than 3 units per acre can be achieved, the resulting additional density is used by the developer to put more houses on the steep slopes. We want these steep slopes on this site to be protected when the subdivision is built. They will only be protected if this property is limited to 85 single family homes. The property should be rezoned to 2 dwelling units per acre.

Jack Woodall

--

This message was directed to commission@knoxmpc.org**Density calculation - Mesana Investments 11-D-16-RZ006.pdf**

68K

MPC STAFF - SLOPE / DENSITY ANALYSIS - AT 3 DU/AC for 6 lat land
11-D-16-RZ / MESANA INVESTMENTS LLC / A to PR (>5 DU/AC)

CATEGORY	ACRES	RECOMMENDED DENSITY (Dwelling Units / Acre)	NUMBER OF UNITS
Non-Hillside	8.8	3.500	26.444.0
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From Hillside & Ridgetop Protection Plan, page 33

LOW DENSITY AND RURAL RESIDENTIAL USES

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Table 3: Residential Density and Land Disturbance Guidelines

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0 - 15	Knox County: 5 du/a City of Knoxville: 6 du/a	100%
15 - 25	2 du/a	50%
25 - 40	0.5 du/a	20%
40 or more	0.2 du/a	10%
Ridgetops***	***	***

du/a: dwelling units per acre

- * These factors should be considered guidelines to determine an overall recommended residential density for requests for changes to the zoning map to planned residential (RP-1 in the city and PR in the county) zone districts that are considered by the Metropolitan Planning Commission prior to being considered by the appropriate legislative body. The resulting zone district development right would be considered a budget for dwelling units to be applied over the entire proposed development.
- ** Until such time as regulations are codified by the appropriate legislative body, these factors should be considered guidelines to determine an overall recommended land disturbance area for development plans and concept plans that are considered for approval by the Metropolitan Planning Commission. The overall land disturbance area would be considered a budget for land disturbance to be applied over the entire proposed development.
- *** Ridgetops are generally the more level areas on the highest elevations of a ridge. Because the shapes of Knox County ridges are so varied (see pages 8 - 9), the ridgetop area should be determined on a case-by-case basis with each rezoning and related development proposal.

Draft Minutes November 10, 2016

1:30 P.M. ♦ Small Assembly Room ♦ City County Building

The Metropolitan Planning Commission met in regular session on NOVEMBER 10, 2016 at 1:30 p.m. in the Main Assembly Room, City/County Building, and Knoxville, Tennessee. Members:

1. ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE

- | | |
|-----------------------------|----------------------------|
| Ms. Rebecca Longmire, Chair | Mr. Mac Goodwin |
| Mr. Herb Anders | * Mr. Charles F. Lomax, Jr |
| Ms. Gayle Bustin | Mr. Patrick Phillips |
| Ms. Laura Cole | Mr. Jeff Roth |
| Mr. Art Clancy | Mr. Scott Smith |
| Mr. Mike Crowder | Mr. Charles Thomas |
| Ms. Elizabeth Eason | Ms. Janice Tocher |

* Arrived late to the meeting. ** Left early in the meeting
A – Absent from the meeting

Agenda Item No.

MPC File No.

33. MESANA INVESTMENTS LLC **11-D-16-RZ**

South side Westland Dr., west of Highland Lake Blvd., Commission District 5. Rezoning from A (Agricultural) to PR (Planned Residential).

Staff Recommendation: RECOMMEND that County Commission APPROVE PR (Planned Residential) zoning at a density of up to 3 du/ac, subject to 1 condition.

COMMISSIONER SCOTT SMITH RECUSED FROM DISCUSSION OR VOTING ON THIS ITEM.

Wayne Kline, 617 Main St. 37902, Represent Westland West Homeowners Association.

We met with Scott Davis and worked on density and comfortable with 3 dwelling units per acre and look forward to working with Mr. Davis on the concept plan.

Keith Ely, 1205 E Woodshire Drive

Concern is storm water runoff since our storm water runs down that property.

Scott Davis, PO Box 11315, 37939
Appreciate neighbors meeting with us.
100% of water goes toward the lake.

Deloris McDowell Schaffer, 1215 Barton Place Lane, Lot 10.
The creek is in my back yard with 2-3 inches of rain standing in the yard.
Concerned about true density and water problems.

Laura Cole recommended County Engineering and developer take the water concerns seriously.

MOTION (CLANCY) AND SECOND (PHILLIPS) WERE MADE TO APPROVE PR UP TO 3 DWELLING UNITS PER ACRE SUBJECT TO ONE CONDITION PER STAFF RECOMMENDATION. MOTION CARRIED 14-0-1. APPROVED.

REZONING **PLAN AMENDMENT**

Name of Applicant: Mesana Investments LLC
Date Filed: 9/28/2016 Meeting Date: 11/10/2016
Application Accepted by: Marc Payne
Fee Amount: 3,876.60 File Number: Rezoning 11-D-16-RZ
Fee Amount: File Number: Plan Amendment



PROPERTY INFORMATION

Address: 90A & D Westland Drive
General Location: 1/2 Westland Drive due west of Heritage Lake Blvd
Parcel ID Number(s): 154 881, 154 882
Tract Size: 43.38 ac.
Existing Land Use: Vacant
Planning Sector: Southwest County
Growth Policy Plan: Planned
Census Tract: 57.08
Traffic Zone: 233
Jurisdiction: City Council _____ District
 County Commission 5th District

PROPERTY OWNER **OPTION HOLDER**

PLEASE PRINT
Name: Scott Davis
Company: Mesana INN, LLC
Address: 80 Box 11315
City: Knox. State: TN Zip: 37939
Telephone: 865-806-8008
Fax: 865-693-7465
E-mail: SWD444@gmail.com

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:
PLEASE PRINT
Name: Same
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____
Fax: _____
E-mail: _____

Requested Change

REZONING

FROM: A
TO: PR 1-5 du/ac

PLAN AMENDMENT

One Year Plan Southwest Co. Sector Plan
FROM: LDR, SLPA
TO: Same

APPLICATION AUTHORIZATION

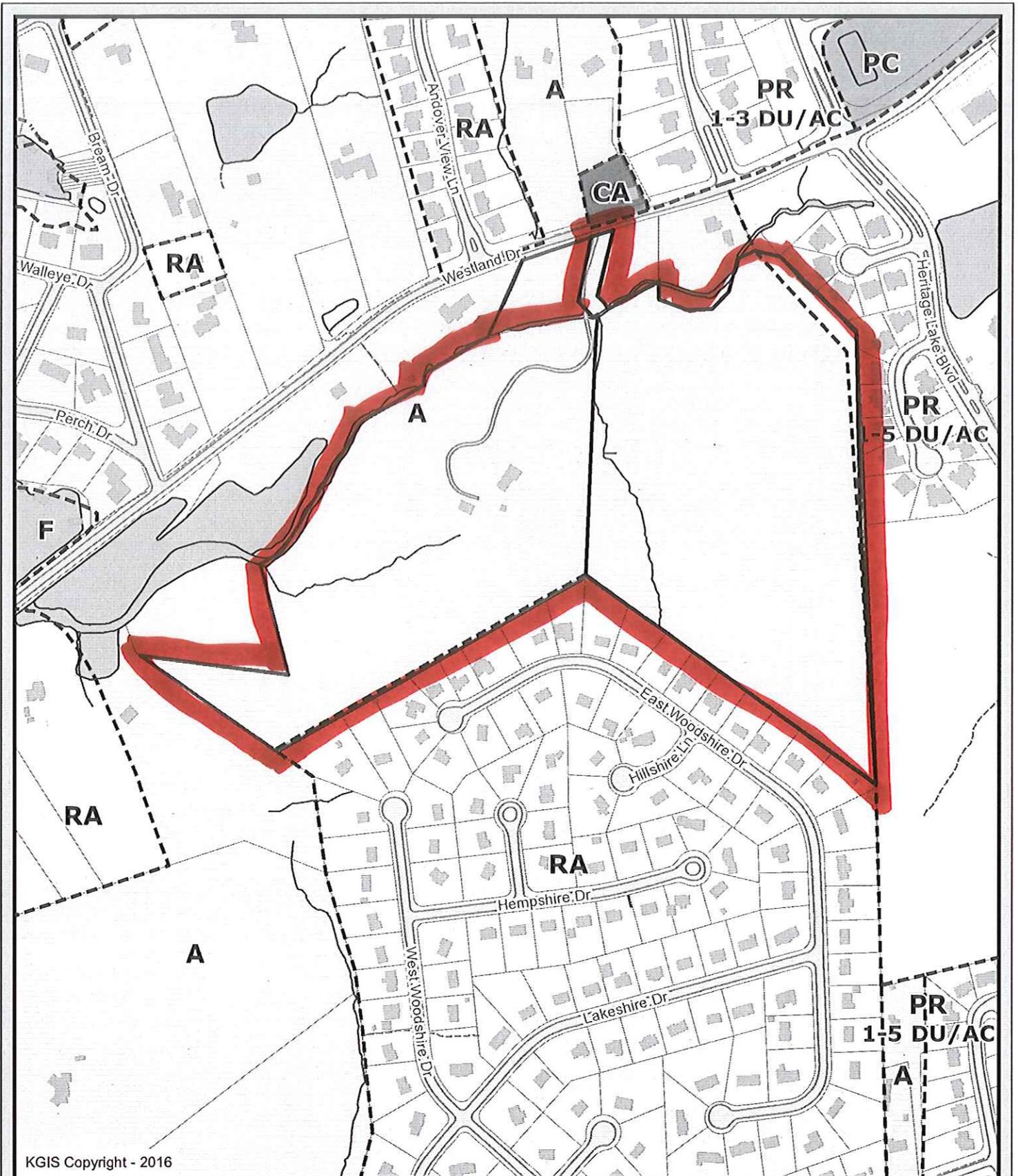
I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request or holders of option on same, whose signatures are included on the back of this form.

Signature: [Signature]
PLEASE PRINT
Name: Scott Davis
Company: Mesana INN, LLC
Address: _____
City: _____ State: _____ Zip: _____
Telephone: Same
E-mail: _____

PROPOSED USE OF PROPERTY

Planned Development

Density Proposed 1-5 Units/Acre
Previous Rezoning Requests: _____



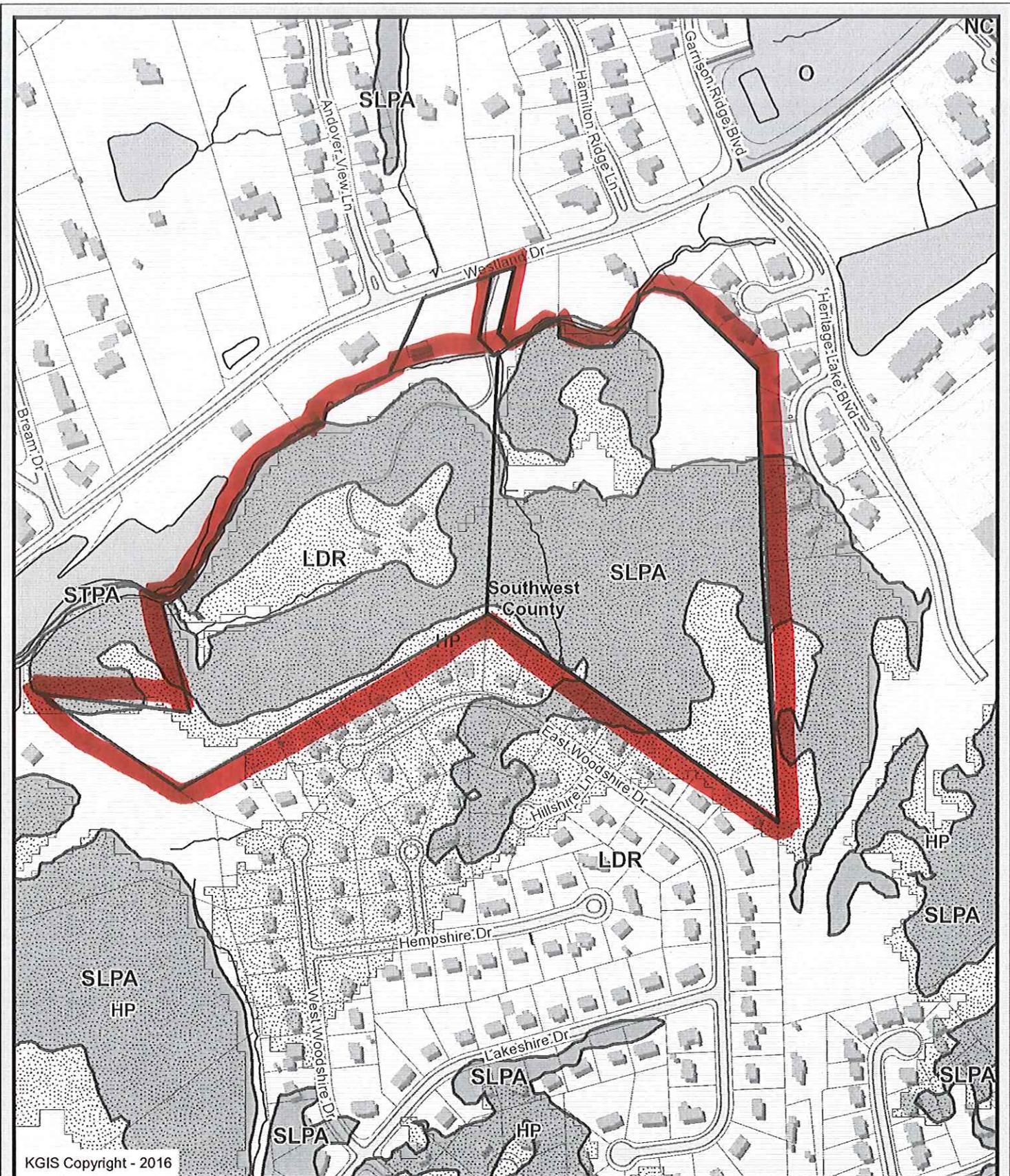
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Letter Portrait

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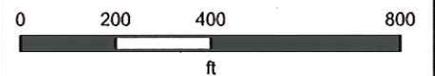
Knoxville - Knox County - KUB Geographic Information System

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Letter Portrait

Printed: 9/28/2016 at 1:58:33 PM



Knoxville - Knox County - KUB Geographic Information System

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Sales Rep: Louise Watkins (K3405)

Phone: (865) 342-6515

Email: Louise.Watkins@knoxnews.com

> Account Information

Date: 11/17/16

Account Number: 237952 (KC03787)

Company Name: MET. PLAN. COMM.

Contact Name:

Email: tina.piatt@knoxmpc.org

Address: 400 MAIN AVENUE SU 403, KNOXVILLE, TN, 37902

Phone: (865) 215-2506

Fax: 2152068

> Insertion Information

This is a proof of your ad scheduled to run on the dates indicated below.

Please confirm placement prior to deadline by contacting your account rep at (865) 342-6515 .

Ad Id: 1365110 P.O. Number: CoAdDec19 Total Cost: \$127.44

Tag Line: PUBLIC NOTICE The following items wi

Start Date: 11/18/16

Stop Date: 11/18/16

Number of Times: 1

Class: 16250 - Public Notices

Publications: KN-Knoxville News Sentinel, KN-Internet - knoxnews.com

> Ad Proof

I agree this ad is accurate and as ordered.

PUBLIC NOTICE

The following items will be considered by the Board of County Commissioners on Monday, December 19, 2016, at 7:00 p.m. in the Main Assembly Room, City County Bldg, 400 Main St., Knoxville, TN. Data pertinent to these items may be seen in MPC's office, Fourth Fl. of the City County Bldg., Main St. and on MPC's website at www.knoxmpc.org. Knox County does not discriminate on the basis of disability in its provision of services, programs, activities or benefits. If you need assistance or accommodation for a disability, please contact the ADA office at 215-2952 & we will be glad to work with you in obliging any reasonable request.

Plans/Rezoning

S & E PROPERTIES - Southeast side Millstone Ln., west side Freels Ln., Commission District 5. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at 3 du/ac subject to 1 condition.

TURNER HOMES LLC - Northwest side Black Rd., north of Ridgeland Dr., Commission District 6. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at 1.5 du/ac.

DANIEL AND GRACE E. CASS LIVING TRUST - Southeast side Millertown Pike, northeast side Ellistown Rd., Commission District 8. Northeast County Sector Plan Amendment from LDR (Low Density Residential) to RC (Rural Commercial) and Rezoning from A (Agricultural) & RA (Low Density Residential) to CR (Rural Commercial). MPC Action: Adopted RC and approved CR.

HUTCHINS ASSOCIATES, P.C. - North

side Gray Hendrix Rd., west of Tsawasi Rd., Commission District 6. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve RA.
MESANA INVESTMENTS LLC - South side Westland Dr., west of Highland Lake Blvd., Commission District 5. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at 3 du/ac with 1 condition.

Thank you for your business. Our commitment to a quality product includes the advertising in our publications. As such, Gannett reserves the right to categorize, edit and refuse certain classified ads. Your satisfaction is important. If you notice errors in your ad, please notify the classified department immediately so that we can make corrections before the second print date. The number to call is 865-637-4111. Allowance may not be made for errors reported past the second print date. The Knoxville News Sentinel may not issue refunds for classified advertising purchased in a package rate; ads purchased on the open rate may be pro-rated for the remaining full days for which the ad did not run.

AGENDA COMMITTEE MEETING

4-P-16-RZ

Meeting Date: 12/07/2016
Requested By: Jolie Bonavita,
COUNTY
COMMISSION
Department: COUNTY COMMISSION
Requires Expenditure of Funds: NO **Funded in Current Budget:** NO
Appropriation Required: NO

Information

CAPTION

Request of Hardin Valley Land Partners, LLC, for rezoning from PC (Planned Commercial) / TO (Technology Overlay) to OB (Office, Medical, and Related Services) / TO (Technology Overlay). Property located southeast side of Hardin Valley Road, southwest of Valley Vista Road. COMMISSION DISTRICT 6. MPC Recommendation: Recommend the Knox County Commission approve OB (Office, Medical, and Related Services) / TO (Technology Overlay) zoning.(DEFERRED FROM NOVEMBER)

Attachments

Hardin Valley Land Partners, LLC 4-P-16-RZ

**METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION**

4/26/2016 01:31 PM

FILE NUMBER: 4-P-16-RZ

APPLICANT: HARDIN VALLEY LAND PARTNERS, LLC

APPLICANT'S REQUEST: REZONING

FROM: PC (Planned Commercial) / TO (Technology Overlay)

TO: OB (Office, Medical, and Related Services) / TO
(Technology Overlay)

MPC RECOMMENDATION: **Recommend the Knox County Commission approve OB
(Office, Medical, and Related Services) / TO (Technology
Overlay) zoning.**

MPC VOTE COUNT: 15-0 (Consent)

LOCATION: Southeast side Hardin Valley Rd., southwest of Valley Vista
Rd.

ACREAGE: 6 acres

DISTRICT: Commission District 6

MPC HEARING ON: 4/14/2016

PUBLISHED IN: News-Sentinel

DATE PUBLISHED: 3/11/2016

LEGISLATIVE HEARING ON: 5/23/2016

PUBLISHED IN: News-Sentinel

DATE PUBLISHED: 4/22/2016

APPLICANT'S ADDRESS: William C., Jr. Fulghum
10330 Hardin Valley Rd
Suite 201
Knoxville, TN 37932

LEGISLATIVE BODY: Knox County Commission

Consistent with Sector Plan? Yes

Consistent with Growth Plan? Yes

TTEDA Approval? Certificate of Appropriateness approved 4-11-2016.

▶ **FILE #:** 4-P-16-RZ

AGENDA ITEM #: 49

AGENDA DATE: 4/14/2016

▶ **APPLICANT:** HARDIN VALLEY LAND PARTNERS, LLC

OWNER(S): H. E. (Rusty) Bittle, III

TAX ID NUMBER: 103 PART OF 115 MAP ON FILE AT MPC

[View map on KGIS](#)

JURISDICTION: County Commission District 6

STREET ADDRESS:

▶ **LOCATION:** Southeast side Hardin Valley Rd., southwest of Valley Vista Rd.

▶ **APPX. SIZE OF TRACT:** 6 acres

SECTOR PLAN: Northwest County

GROWTH POLICY PLAN: Planned Growth Area

ACCESSIBILITY: Access is via Hardin Valley Rd., a minor arterial street with 3 lanes including a center turn lane and 45' of pavement width within 95' of right-of-way.

UTILITIES: Water Source: West Knox Utility District

Sewer Source: West Knox Utility District

WATERSHED: Conner Creek

▶ **PRESENT ZONING:** PC (Planned Commercial) / TO (Technology Overlay)

▶ **ZONING REQUESTED:** OB (Office, Medical, and Related Services) / TO (Technology Overlay)

▶ **EXISTING LAND USE:** Vacant land

▶ **PROPOSED USE:** Office/residential

EXTENSION OF ZONE: Yes, extension of OB/TO zoning from the south and west

HISTORY OF ZONING: Property was rezoned PC/TO in 2013 (6-D-13-RZ)

SURROUNDING LAND USE AND ZONING: North: Developing commercial - PC (Planned Commercial) / TO (Technology Overlay)

South: Vacant land - OB (Office, Medical & Related Services) / TO

East: Vacant land - A (Agricultural) / TO

West: Apartments - OB (Office, Medical & Related Services) / TO

NEIGHBORHOOD CONTEXT: This area is developing with a mix of residential, office and commercial uses, under A, PR, OB and PC zoning, all within the TO overlay.

STAFF RECOMMENDATION:

▶ **RECOMMEND that County Commission APPROVE OB (Office, Medical & Related Services) / TO (Technology Overlay) zoning.**

OB/TO is a logical extension of zoning from the south. The recommended zoning is compatible with surrounding development and zoning, and is consistent with the sector plan proposal for the area.

COMMENTS:

REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY

GENERALLY:

1. The applicant proposes to extend the OB/TO zoning to the north.
2. The proposal is compatible with surrounding land uses.
3. The proposed zoning change will allow apartment development to serve the nearby community college, as well as providing a location for offices or medium density residential development in close proximity to a major interchange.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. The requested OB zoning district is intended to provide areas for professional and business offices and related activities that require separate buildings and building groups surrounded by landscaped yards and open areas. The OB zoning district also allows residential development as permitted by the RB zoning district.
2. Based on the above description and intent of OB zoning, this property is appropriate to be rezoned to OB.
3. Depending on the type of development proposed, site plans may be subject to review and approval of a development plan by the Tennessee Technology Corridor Development Authority (TTCDA), since it is located within the TO overlay. MPC would review a development plan if the proposed residential density exceeds 12 du/ac.

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT:

1. Public water and sewer utilities are available to the site.
2. With the extension of zoning, the impact on surrounding properties should be minimal. The uses permitted under OB zoning are compatible in scale and intensity to surrounding development and zoning.
3. Any plans for the development of the property should keep disturbance of the terrain and existing mature vegetation to a minimum. Access to the site will need to be coordinated with the development of adjacent parcels.
4. OB/TO zoning is appropriate for this site and will not adversely affect any adjacent properties or other parts of the County.

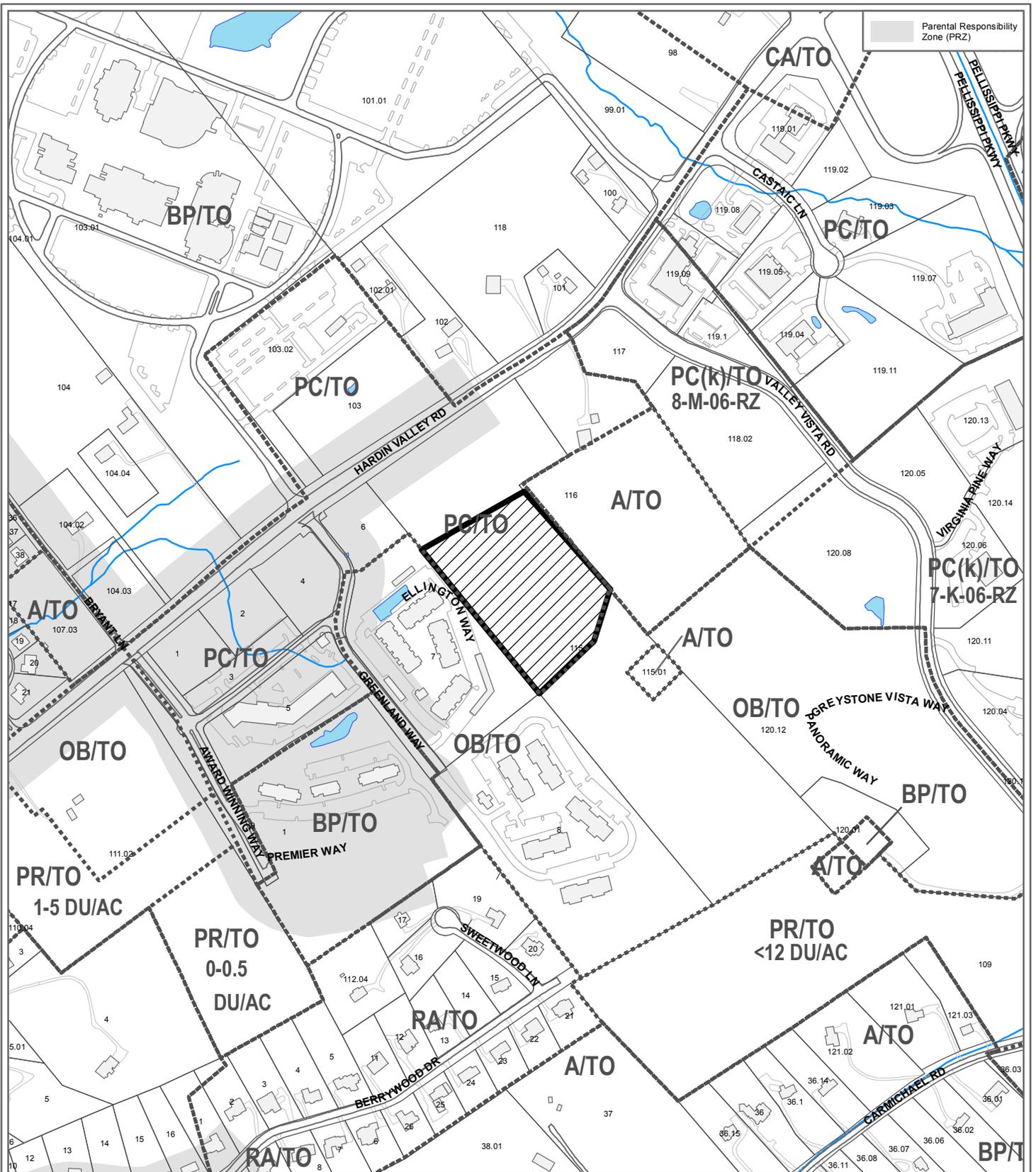
THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. The Northwest County Sector Plan designates this site as MU-SD (NW-Co5), a mixed use special district that allows consideration of OB zoning..
2. This site is located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.
3. Approval of OB/TO zoning for this site could lead to future similar requests in the area, which may also require sector plan amendments.
4. Because of the property's location within the TO (Technology Overlay), the TTCDA will need to approve a Certificate of Appropriateness for this rezoning. This request is scheduled to be heard by TTCDA on April 11, 2016 (4-B-16-TOR).

ESTIMATED TRAFFIC IMPACT: Not required.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knox County Commission for action on 5/23/2016. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.



**4-P-16-RZ
REZONING**

From: PC (Planned Commercial) / TO (Technology Overlay)

To: OB (Office, Medical, and Related Services) / TO (Technology Overlay)



Petitioner: Hardin Valley Land Partners, LLC

Map No: 103

Jurisdiction: County



Original Print Date: 3/21/2016
Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902

Revised:

Draft Minutes

April 14, 2016

1:30 P.M. ♦ Small Assembly Room ♦ City County Building

The Metropolitan Planning Commission met in regular session on APRIL 14, 2016 at 1:30 p.m. in the Main Assembly Room, City/County Building, and Knoxville, Tennessee. Members:

1. ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE

- | | |
|-----------------------------|--------------------------|
| Ms. Rebecca Longmire, Chair | Mr. Len Johnson |
| Mr. Herb Anders | Mr. Michael Kane |
| Mr. Bart Carey, Vice Chair | Mr. Charles F. Lomax, Jr |
| Ms. Laura Cole | Mr. Jeff Roth |
| Mr. Art Clancy | Mr. Jack Sharp |
| Mr. Mike Crowder | Mr. Scott Smith |
| Ms. Elizabeth Eason | Ms. Janice Tocher |
| Mr. Mac Goodwin | |

* Arrived late to the meeting. ** Left early in the meeting
A – Absent from the meeting

Agenda Item No.

MPC File No.

* **49. HARDIN VALLEY LAND PARTNERS, LLC** **4-P-16-RZ**

Southeast side Hardin Valley Rd., southwest of Valley Vista Rd., Commission District 6. Rezoning from PC (Planned Commercial) / TO (Technology Overlay) to OB (Office, Medical, and Related Services) / TO (Technology Overlay).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE OB (Office, Medical & Related Services) / TO (Technology Overlay) zoning.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

MOTION (CLANCY) AND SECOND (JOHNSON) WERE MADE TO APPROVE CONSENT ITEMS AS READ. MOTION CARRIED 15-0. APPROVED.

DB Fee

KNOXVILLE-KNOX COUNTY

M P C METROPOLITAN PLANNING COMMISSION T E N N E S S E E

REZONING

PLAN AMENDMENT

Name of Applicant: Hardin Valley Land Partners, LLC

Date Filed: 02/29/2016 Meeting Date: 4/14/2016

Application Accepted by: M. Payne

Fee Amount: 3200.00 File Number: Rezoning 4-P-16-RZ

Fee Amount: — File Number: Plan Amendment —

Suite 403 • City County Building
400 Main Street
Knoxville, Tennessee 37902
865 • 215 • 2500
FAX • 215 • 2068
www.knoxmpc.org

PROPERTY INFORMATION

Address: 0 Hardin Valley Road

General Location: West of Pellissippi Parkway, South of Hardin Valley Road, and across from Pellissippi Community College

Parcel ID Number(s): 103115

Tract Size: 23.3 Acres (Only 6 Acres being Rezoned)

Existing Land Use: Fields and woods

Planning Sector: Northwest County

Growth Policy Plan: Planned Growth

Census Tract: 59.05

Traffic Zone: 237

Jurisdiction: City Council _____ District
 County Commission 6 District

Requested Change REZONING

FROM: PC/TO

TO: OB/TO

PLAN AMENDMENT

One Year Plan _____ Sector Plan

FROM: _____

TO: _____

PROPOSED USE OF PROPERTY

Density Proposed _____ Units/Acre

Previous Rezoning Requests: _____

PROPERTY OWNER OPTION HOLDER

PLEASE PRINT
Name: Mr. Rusty Bittle

Company: Hardin Valley Land Partners, LLC

Address: 10784 Hardin Valley Road

City: Knoxville State: TN Zip: 37932

Telephone: (865) 670-7426

Fax: _____

E-mail: rusty@hardinvalleyland.com

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT
Name: William C. Fulghum, Jr., P.E.

Company: Fulghum, MacIndoe & Associates

Address: 10330 Hardin Valley Rd., Suite 201

City: Knoxville State: TN Zip: 37932

Telephone: (865) 690-6419

Fax: (865) 690-6448

E-mail: fulghum@fulghummacindoe.com

APPLICATION AUTHORIZATION

I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request or holders of option on same, whose signatures are included on the back of this form.

Signature: [Signature]

PLEASE PRINT
Name: Mr. Rusty Bittle

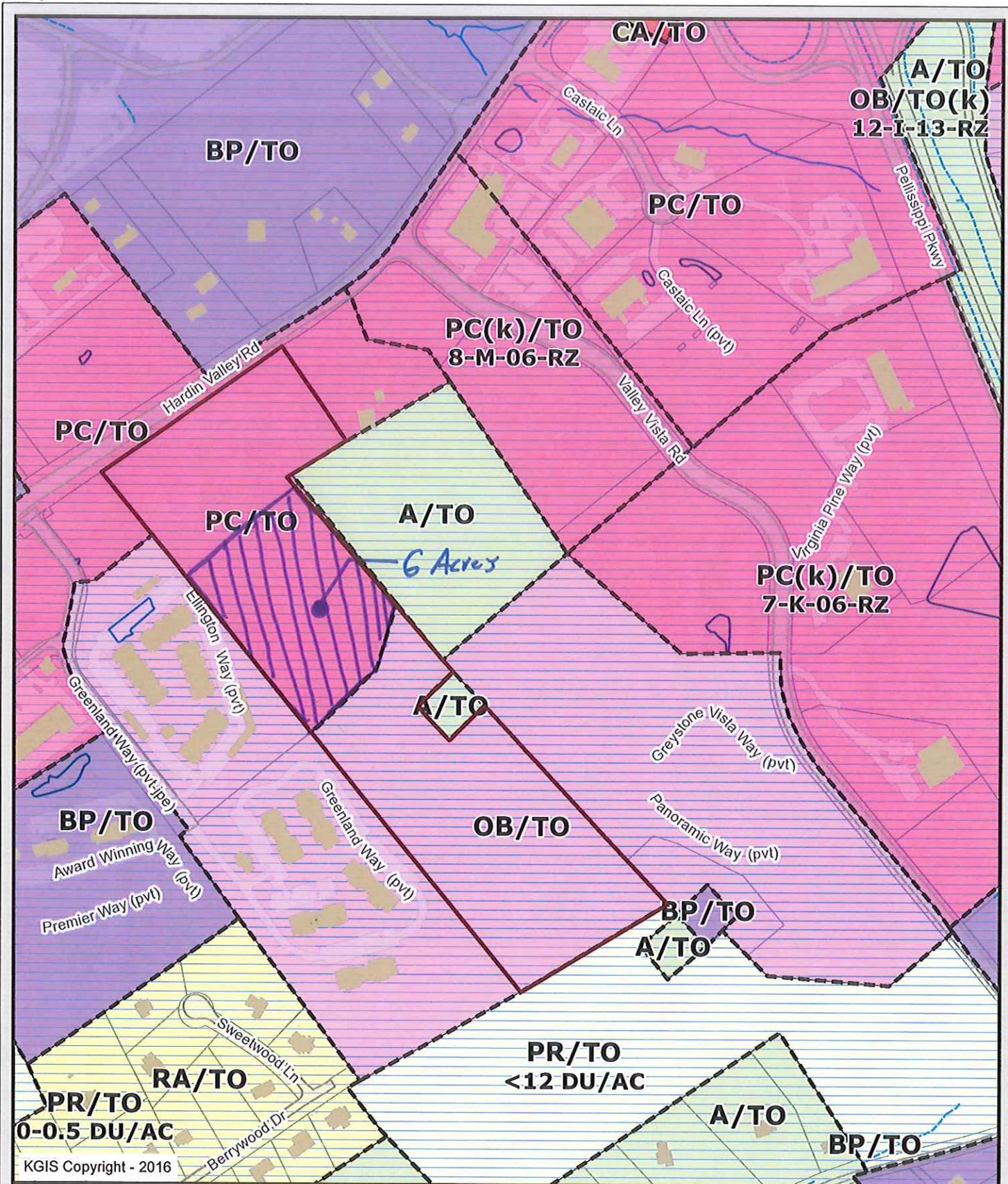
Company: Hardin Valley Land Partners, LLC

Address: 10784 Hardin Valley Road

City: Knoxville State: TN Zip: 37932

Telephone: (865) 670-7426

E-mail: rusty@hardinvalleyland.com

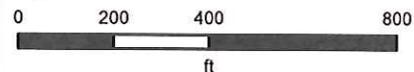


Letter Portrait

Knoxville - Knox County - KUB Geographic Information System



Printed: 2/29/2016 at 2:09:13 PM



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Sales Rep: Louise Watkins (K3405)

Phone: (865) 342-6515

Email: Louise.Watkins@knoxnews.com

> Account Information

Date: 04/20/16

Account Number: 237952 (KC03787)

Company Name: MET. PLAN. COMM.

Contact Name:

Email: susan.taylor@knoxmpc.org

Address: 400 MAIN AVENUE SU 403, KNOXVILLE, TN, 37902

Phone: (865) 215-2506

Fax: 2152068

> Insertion Information

This is a proof of your ad scheduled to run on the dates indicated below.

Please confirm placement prior to deadline by contacting your account

rep at (865) 342-6515 .

Ad Id: 1054349

P.O. Number:

Total Cost: \$125.28

Tag Line: PUBLIC NOTICE The following items wi

Start Date: 04/22/16

Stop Date: 04/22/16

Number of Times: 1

Class: 16160 - Miscellaneous Notice

Publications: KN-Knoxville News Sentinel, KN-Internet - knoxnews.com

> Ad Proof

I agree this ad is accurate and as ordered.

PUBLIC NOTICE

The following items will be considered by the Board of County Commissioners on Monday, May 23, 2016, at 7:00 p.m. in the Main Assembly Room, City County Bldg, 400 Main St., Knoxville, TN. Data pertinent to these items may be seen in MPC's office, Fourth Fl. of the City County Bldg., Main St., Knoxville, TN. Knox County does not discriminate on the basis of disability in its provision of services, programs, activities or benefits. If you need assistance or accommodation for a disability, please contact the ADA office at 215-2952 & we will be glad to work with you in obliging any reasonable request.

Plan Amendment/Rezoning

UNIQUE BY NATURE - Northwest side Walker Springs Rd., west of N. Galaher View Rd., Commission District 3. Rezoning from RA (Low Density Residential) and F (Floodway) to CA (General Business) and F (Floodway). MPC Recommendation: Approve.

FRANCOIS BOLDUC - West side Brandville Rd., south of Millertown Pike, Commission District 8. Rezoning from A (Agricultural) to RA (Low Density Residential). MPC Recommendation: Approve.

VICTOR JERNIGAN - Southwest side Canton Hollow Rd., northwest of Alysun Nikole Dr. Commission District 5. Rezoning from A (Agricultural) to PR (Planned Residential). MPC Recommendation: Approve PR at 5 du/ac.

LONGBOAT LAND CO., LLC - South side Clinton Hwy., west of W. Beaver Creek Dr., Commission District 6. Northwest County Sector Plan Amendment from MDR (Medium Density Residential) to C (Commercial) and Rezoning From CA (General Business) to CB

(Business and Manufacturing). MPC Action: Adopt Commercial plan designation and approve CB zoning. **HARDIN VALLEY LAND PARTNERS, LLC** - Southeast side Hardin Valley Rd., southwest of Valley Vista Rd., Commission District 6. Rezoning from PC (Planned Commercial) / TO (Technology Overlay) to OB (Office, Medical, and Related Services) / TO (Technology Overlay). MPC Recommendation: Approve.

Thank you for your business. Our commitment to a quality product includes the advertising in our publications. As such, Journal Media Group reserves the right to categorize, edit and refuse certain classified ads. Your satisfaction is important. If you notice errors in your ad, please notify the classified department immediately so that we can make corrections before the second print date. The number to call is 865-637-4111. Allowance may not be made for errors reported past the second print date. The Knoxville News Sentinel may not issue refunds for classified advertising purchased in a package rate; ads purchased on the open rate may be pro-rated for the remaining full days for which the ad did not run.

AGENDA COMMITTEE MEETING

8-B-16-RZ

Meeting Date: 12/07/2016
Requested By: Jolie Bonavita,
COUNTY
COMMISSION
Department: COUNTY COMMISSION
Requires Expenditure of Funds: NO **Funded in Current Budget:** NO
Appropriation Required: NO

Information

CAPTION

Request of HM Properties, GP, for rezoning from A (Agricultural) and F (Floodway) to PR (Planned Residential) at 2 dwelling units per acre and F (Floodway). Property located northeast side of Harvey Road northwest of Mallard Bay Drive. COMMISSION DISTRICT 5. MPC Recommendation: Recommend the Knox County Commission approve PR (Planned Residential) zoning at a density up to 2 dwelling units per acre, subject to 2 conditions. (DEFERRED FROM NOVEMBER)

Attachments

HM Properties, GP 8-B-16-RZ

**METROPOLITAN PLANNING COMMISSION
REPORT OF RECOMMENDATION**

8/17/2016 03:26 PM

FILE NUMBER: 8-B-16-RZ

APPLICANT: HM PROPERTIES, GP

APPLICANT'S REQUEST: REZONING

FROM: A (Agricultural) and F (Floodway)

TO: PR (Planned Residential) and F (Floodway)

AT A DENSITY OF: 2 du/ac

MPC RECOMMENDATION: **Recommend the Knox County Commission approve PR (Planned Residential) zoning at a density up to 2 dwelling units per acre, subject to 2 conditions.**

MPC VOTE COUNT: 14-0-1

LOCATION: Northeast side Harvey Rd., northwest of Mallard Bay Dr.

ACREAGE: 15.2 acres

DISTRICT: Commission District 5

MPC HEARING ON: 8/11/2016

PUBLISHED IN: News-Sentinel

DATE PUBLISHED: 7/8/2016

LEGISLATIVE HEARING ON: 9/26/2016

PUBLISHED IN: News-Sentinel

DATE PUBLISHED: 8/25/2016

APPLICANT'S ADDRESS: HM Properties, GP
2099 Thunderhead Rd
Suite 204
Knoxville, TN 37922

LEGISLATIVE BODY: Knox County Commission

Consistent with Sector Plan? Yes

Consistent with Growth Plan? Yes

► **FILE #:** 8-B-16-RZ

AGENDA ITEM #: 29

AGENDA DATE: 8/11/2016

► **APPLICANT:** HM PROPERTIES, GP

OWNER(S): HM Properties, GP

TAX ID NUMBER: 162 02941,04701,04706,04707 162-04708

[View map on KGIS](#)

JURISDICTION: County Commission District 5

STREET ADDRESS: 1120 Harvey Rd

► **LOCATION:** Northeast side Harvey Rd., northwest of Mallard Bay Dr.

► **APPX. SIZE OF TRACT:** 15.2 acres

SECTOR PLAN: Southwest County

GROWTH POLICY PLAN: Planned Growth Area

ACCESSIBILITY: Access is via Harvey Rd., a major collector street with 21' of pavement width within 50' of right-of-way.

UTILITIES: Water Source: First Knox Utility District

Sewer Source: First Knox Utility District

WATERSHED: Turkey Creek

► **PRESENT ZONING:** A (Agricultural) and F (Floodway)

► **ZONING REQUESTED:** PR (Planned Residential) and F (Floodway)

► **EXISTING LAND USE:** Vacant land

► **PROPOSED USE:** Detached residential development

DENSITY PROPOSED: 2 du/ac

EXTENSION OF ZONE: Yes, adjacent to PR to the south and west

HISTORY OF ZONING: A rezoning request for PR at up to 4 du/ac was recommended for approval by MPC on 6/11/15 (6-F-15-RZ), but was withdrawn before being considered by the Knox County Commission.

SURROUNDING LAND USE AND ZONING: North: Railroad right-of-way / Farragut Town Limits

South: Lake and residential subdivision / PR (Planned Residential) @ 1-2.4 du/ac

East: Houses and lake / A (Agricultural)

West: Commercial development, Harvey Rd., residential subdivision / PR (Planned Residential) @ 1-3 du/ac

NEIGHBORHOOD CONTEXT: With the exception of the small commercial node to the west of the subject property, developed under PR zoning, the surrounding area is developed entirely with agricultural and rural to low density residential development under A, PR and RA zoning in Knox County and various residential zones applicable in the Town of Farragut to the north.

STAFF RECOMMENDATION:

► **RECOMMEND that County Commission APPROVE PR (Planned Residential) and F (Floodway) zoning at a density of up to 2 du/ac, subject to two conditions.**

1. Prior to Knox County Commission's earliest consideration of this matter on September 26, 2016, the applicant must provide adequate documentation from First Knox Utility District (FUD) to provide a minimum 40 foot wide easement through their property for the applicant to access the proposed development, as shown on the attached plan provided by the applicant. MPC and Knox County Engineering staff will have to determine whether this condition is met prior to the Knox County Commission meeting. If it is determined that it is adequately addressed, then this condition may be removed by Knox County Commission before final approval of the rezoning request. If the condition is not met, the request should be either postponed or denied.
2. Applicant will be required to work with the Knox County Greenways Coordinator to provide a greenway easement along the Harvey Rd. frontage. This easement will need to be shown on the development plan submitted for consideration by MPC.

With the above conditions, PR is an appropriate zone for residential development of this site and is consistent with the sector plan proposal for the property. The proposed density is compatible with the surrounding development pattern and zoning.

COMMENTS:

Staff is recommending the first condition because, currently, the applicant does not have the ability to provide legal access for the proposed development. Staff is of the opinion that the property should not be rezoned unless it is certain that sufficient legal access to the site can be provided. First Knox Utility District (FUD) currently owns and controls property through which access must be provided to this proposed development (Parcel 162-02941). The applicant will need to provide appropriate documentation from FUD showing that they will allow an easement through their property to access the proposed development. The Knox County Greenway coordinator has indicated that a future greenway is proposed along the northeast side of Harvey Rd. in this area. The second condition requires the applicant to provide a greenway easement as part of the development plan proposal.

REZONING REQUIREMENTS FROM ZONING ORDINANCES (must meet all of these):

THE PROPOSED AMENDMENT SHALL BE NECESSARY BECAUSE OF SUBSTANTIALLY CHANGED OR CHANGING CONDITIONS IN THE AREA AND DISTRICTS AFFECTED, OR IN THE CITY/COUNTY GENERALLY:

1. PR is the most appropriate residential zone that can be considered for this site. The proposed density is compatible with the surrounding development and zoning pattern.
2. The requested PR zoning and density is consistent with the sector plan proposal for the site and the site is designated as Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.
3. PR zoning will require MPC approval of a development plan as a use on review prior to construction on the site.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:

1. PR zoning is intended to provide optional methods of land development which encourage more imaginative solutions to environmental design problems. Residential areas thus established would be characterized by a unified building and site development program, open space for recreation and provision for commercial, religious, educational and cultural facilities which are integrated with the total project by unified architectural and open space treatment.
2. Additionally, the zoning states that each development shall be compatible with the surrounding or adjacent zones. Such compatibility shall be determined by the Planning Commission by review of development plans. Staff maintains that PR is the most appropriate zone for proposed development of this site.

THE PROPOSED AMENDMENT SHALL NOT ADVERSELY AFFECT ANY OTHER PART OF THE COUNTY, NOR SHALL ANY DIRECT OR INDIRECT ADVERSE EFFECTS RESULT FROM SUCH AMENDMENT:

1. PR zoning at the recommended density will allow reasonable use of the property for residential development, while maintaining compatibility with surrounding development and zoning.
2. The applicant has submitted the attached development plan with the rezoning materials. This plan shows 10 lots for detached dwellings on a total of 15.2 acres. However, only acreage above the 820 contour may be counted toward density because of the development constraints on land below it. The development plan indicates that 8.7 acres are above the 820 contour, which results in a proposed density of 1.15 du/ac.
3. The following approximations are based on the concept plan's reported acreage of 8.7 acres above the 820 contour, which is the land that may be counted toward density. At the recommended density up to 2 du/ac, up to 17 dwelling units could be proposed for the site. That number of detached units would add approximately 203 vehicle trips per day to the street system and would add approximately 11 children under the age of 18 to the school system.
4. PR zoning at the recommended density is compatible with surrounding development and should have a minimal impact on adjacent properties.
5. Harvey Rd. is classified as a major collector street and has adequate pavement width of more than 20 feet

to accommodate the proposed residential development. Access to the development is proposed to Harvey Rd., south of the commercial development, partly within an FUD-owned property containing a pump station. Adequate sight distance on Harvey Rd. from the access drive will need to be verified on the development plan. Harvey Rd. has a posted speed limit of 30 mph, meaning that 300 feet of clear sight distance is required. A previous engineering study associated with a rezoning request from last year (6-F-15-RZ) verified that sight distance is adequate.

5. Public water and sanitary sewer utilities are available in the area, but may need to be extended to serve the site.

6. Staff has concerns about the proposed proximity of residential structures to a heavily-used rail line (30 plus trains per day). In the unlikely event that a derailment, chemical spill or other catastrophe occurred in the area, these units and the persons living in them would be especially susceptible to harm. Care should be taken to locate the units as far from the rail line as possible. The stretch of railroad right-of-way adjacent to the subject property also has two parallel rail lines within it, where trains stop to allow trains heading in the opposite direction to pass before proceeding. Therefore, trains will frequently stop and idle in this area, causing longer periods of time with noise impact generated by adjacent train operations.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH AND NOT IN CONFLICT WITH THE GENERAL PLAN OF KNOXVILLE AND KNOX COUNTY, INCLUDING ANY OF ITS ELEMENTS, MAJOR ROAD PLAN, LAND USE PLAN, COMMUNITY FACILITIES PLAN, AND OTHERS:

1. The Southwest County Sector Plan designates this site for low density residential uses, consistent with PR zoning at up to 5 du/ac.

2. The site is located within the Planned Growth Area on the Knoxville-Knox County-Farragut Growth Policy Plan map.

3. This request may lead to future requests for PR zoning in the future on other A-zoned properties in the area, consistent with the sector plan proposal.

Upon final approval of the rezoning, the developer will be required to submit a concept plan/use on review development plan prior to the property's development. The plan will show the property's proposed lot pattern and street network and will also identify the types of residential units that may be constructed. Grading and drainage plans may also be required at this stage, if deemed necessary by Knox County Engineering and MPC staff.

ESTIMATED TRAFFIC IMPACT: 203 (average daily vehicle trips)

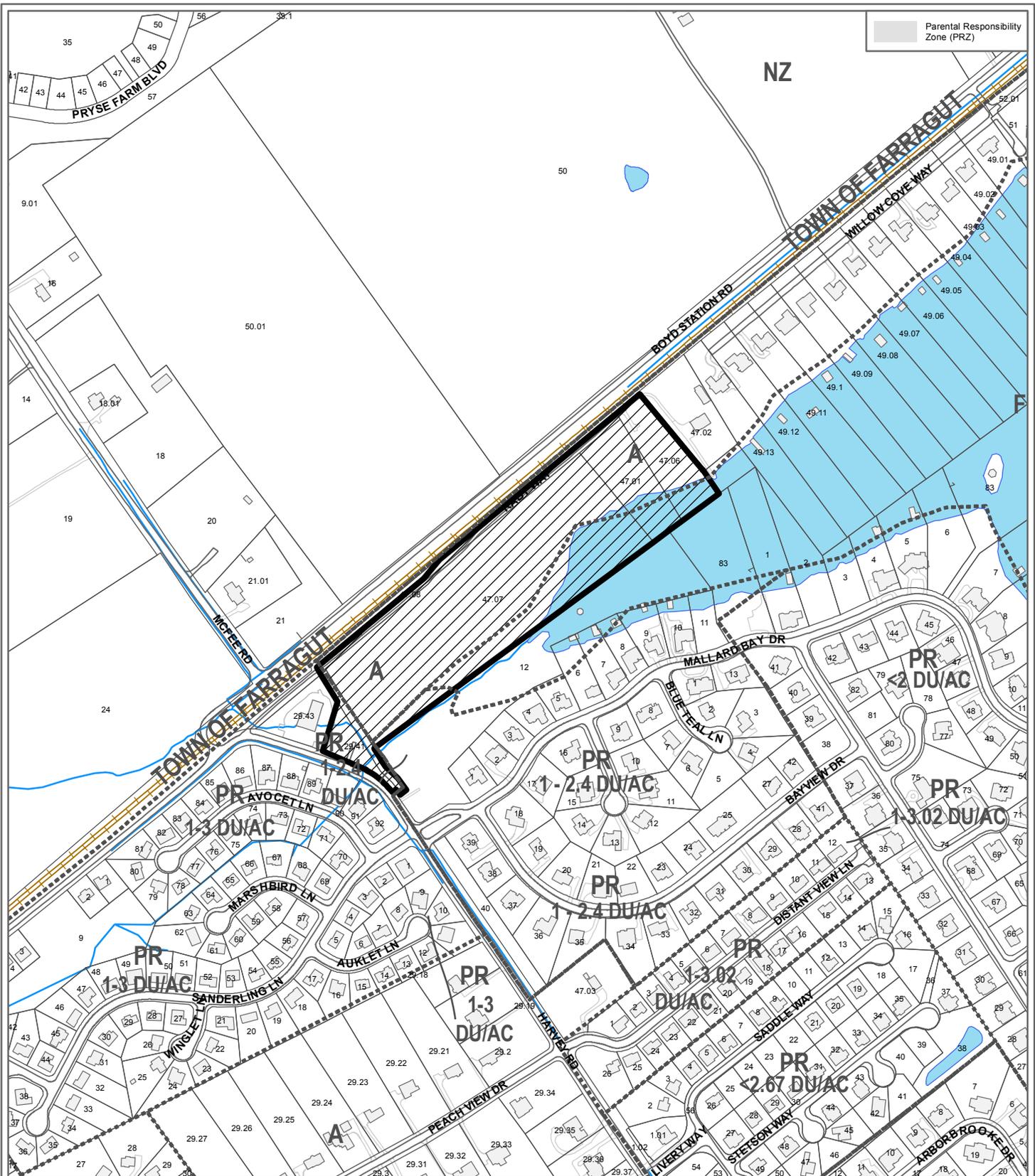
Average Daily Vehicle Trips are computed using national average trip rates reported in the latest edition of "Trip Generation," published by the Institute of Transportation Engineers. Average Daily Vehicle Trips represent the total number of trips that a particular land use can be expected to generate during a 24-hour day (Monday through Friday), with a "trip" counted each time a vehicle enters or exits a proposed development.

ESTIMATED STUDENT YIELD: 11 (public and private school children, ages 5-18 years)

Schools affected by this proposal: Farragut Primary/Intermediate, Farragut Middle, and Farragut High.

- School-age population (ages 5–18) is estimated by MPC using data from a variety of sources.
- While most children will attend public schools, the estimate includes population that may be home-schooled, attend private schools at various stages of enrollment, or drop out of the public system.
- Students are assigned to schools based on current attendance zones as determined by Knox County Schools. Zone boundaries are subject to change.
- Estimates presume full build-out of the proposed development. Build-out is subject to market forces, and timing varies widely from proposal to proposal.
- Student yields from new development do not reflect a net addition of children in schools. Additions occur incrementally over the build-out period. New students may replace current population that ages through the system or moves from the attendance zone.
- School capacities are subject to change by Knox County Schools through building additions, curriculum or scheduling changes, or amendments to attendance zone boundaries.

If approved, this item will be forwarded to Knox County Commission for action on 9/26/2016. If denied, MPC's action is final, unless the action to deny is appealed to Knox County Commission. The date of the appeal hearing will depend on when the appeal application is filed. Appellants have 30 days to appeal an MPC decision in the County.



**8-B-16-RZ
REZONING**

From: A (Agricultural) and F (Floodway)

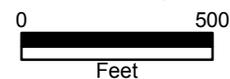
To: PR (Planned Residential) and F (Floodway)



Petitioner: HM Properties, GP

Map No: 162

Jurisdiction: County



Original Print Date: 7/20/2016
 Metropolitan Planning Commission * City / County Building * Knoxville, TN 37902

Revised:

Concept		Final		Use On Review		Variance		Exempt Plat		Rezoning		x
---------	--	-------	--	---------------	--	----------	--	-------------	--	----------	--	---

Addressing Street/ Road and Subdivision Name Review

Subdivision names and all street names must conform to the Knoxville/Knox County Street Naming, Addressing Ordinance and Subdivision Regulations and the Administrative Rules of the Planning Commission.

These corrections **MUST** be made before the addressing staff, can sign-off on the S/D plat.

Plats **MUST** be signed before plat is certified for recording. The Addressing Department will sign-off before or after the MPC Meeting.

Web Site: www.knoxmpc.org has list of existing street names and list of available street names.

Date Submitted To Addressing for Review		Owner Developer Applicant	Doug Hodge	Surveyor Architect Engineer Applicant	Same	Phone	865 755 8066
						Fax email	
Subdivision Name	8-B-16-RZ			Unit or Phase		Tax ID	

Street / Road Name	1. Duplication / Phonetic 2. Existing Road 3. Needs Correction 4. Does not conform to Addressing Regulations	Results of Review	Date Added to Reserve File	Approved Denied Pending correction
	Addressing Note:	Recorded JPE is currently named		
		“ RABY WAY”		
Harvey Rd				
Boyd Station Rd				
Raby Way				

***MPC does reserve the right to modify these comments as new information comes to our attention from field review and/or requirements from other government review agencies.**

				Date Completed		Reviewed by	Donna Hill 215 3872	Date Completed	11July16
--	--	--	--	----------------	--	-------------	------------------------	----------------	----------

addressing@knoxmpc.org / donna.hill@knoxmpc.org fax 215 2237

Metropolitan Planning Commission ADDRESSING DEPARTMENT

Draft Minutes

August 11, 2016

1:30 P.M. ♦ Small Assembly Room ♦ City County Building

The Metropolitan Planning Commission met in regular session on AUGUST 11, 2016 at 1:30 p.m. in the Main Assembly Room, City/County Building, and Knoxville, Tennessee. Members:

1. ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE

- | | |
|-----------------------------|--------------------------|
| Ms. Rebecca Longmire, Chair | Mr. Len Johnson |
| Mr. Herb Anders | Mr. Charles F. Lomax, Jr |
| Ms. Gayle Bustin | Mr. Patrick Phillips |
| Ms. Laura Cole | Mr. Jeff Roth |
| Mr. Art Clancy | Mr. Scott Smith |
| Mr. Mike Crowder | Mr. Charles Thomas |
| Ms. Elizabeth Eason | Ms. Janice Tocher |
| Mr. Mac Goodwin | |

* Arrived late to the meeting. ** Left early in the meeting
A – Absent from the meeting

Agenda Item No.

MPC File No.

* **29. HM PROPERTIES, GP**

8-B-16-RZ

Northeast side Harvey Rd., northwest of Mallard Bay Dr., Commission District 5. Rezoning from A (Agricultural) and F (Floodway) to PR (Planned Residential) and F (Floodway).

STAFF RECOMMENDATION: RECOMMEND that County Commission APPROVE PR (Planned Residential) and F (Floodway) zoning at a density of up to 2 du/ac, subject to two conditions.

THIS ITEM WAS APPROVED ON CONSENT EARLIER IN THE MEETING.

MOTION (CLANCY) AND SECOND (JOHNSON) WERE MADE TO APPROVE CONSENT ITEMS AS READ EXCLUDING ITEM 10. MOTION CARRIED 14-0-1. APPROVED.

REZONING **PLAN AMENDMENT**

Name of Applicant: HM Properties, GP

Date Filed: 6/26/16 Meeting Date: 8/17/16

Application Accepted by: Thomas Brechler

Fee Amount: \$1360.00 File Number: Rezoning 8-B-16-RZ

Fee Amount: — File Number: Plan Amendment —



PROPERTY INFORMATION

Address: 1112 Harvey Road
General Location: Corner of Harvey Rd & Boyd Station

Parcel ID Number(s): 47.01/47.06/47.07/47.08
Map 162
29.41

Tract Size: 15.2

Existing Land Use: Unused land

Planning Sector: Southwest County

Growth Policy Plan: Planned Growth

Census Tract: 58.12/1

Traffic Zone: 243

Jurisdiction: City Council _____ District
 County Commission 5 District

Requested Change

REZONING

FROM: A: Agricultural + F (Floodway)

TO: PR: Planned Residential + F (Floodway)

PLAN AMENDMENT

One Year Plan _____ Sector Plan

FROM: _____

TO: _____

PROPOSED USE OF PROPERTY

10 lot subdivision

Density Proposed 2 Units/Acre

Previous Rezoning Requests: 26 lot Subdivision / John Huber

PROPERTY OWNER **OPTION HOLDER**

PLEASE PRINT
Name: Doug Hodge / Scott McPherson

Company: HM Properties, GP

Address: 2099 Thunderhead Rd Ste 204

City: Knoxville State: TN Zip: 37922

Telephone: 865-755-8066

Fax: _____

E-mail: dhodge@dshassociates.com

APPLICATION CORRESPONDENCE

All correspondence relating to this application should be sent to:

PLEASE PRINT
Name: Doug Hodge

Company: HM Properties, GP

Address: 2099 Thunderhead Rd Ste 204

City: Knoxville State: TN Zip: 37922

Telephone: 865-755-8066

Fax: _____

E-mail: dhodge@dshassociates.com

APPLICATION AUTHORIZATION

I hereby certify that I am the authorized applicant, representing ALL property owners involved in this request or holders of option on same, whose signatures are included on the back of this form.

Signature: Douglas Hodge

PLEASE PRINT
Name: Doug Hodge

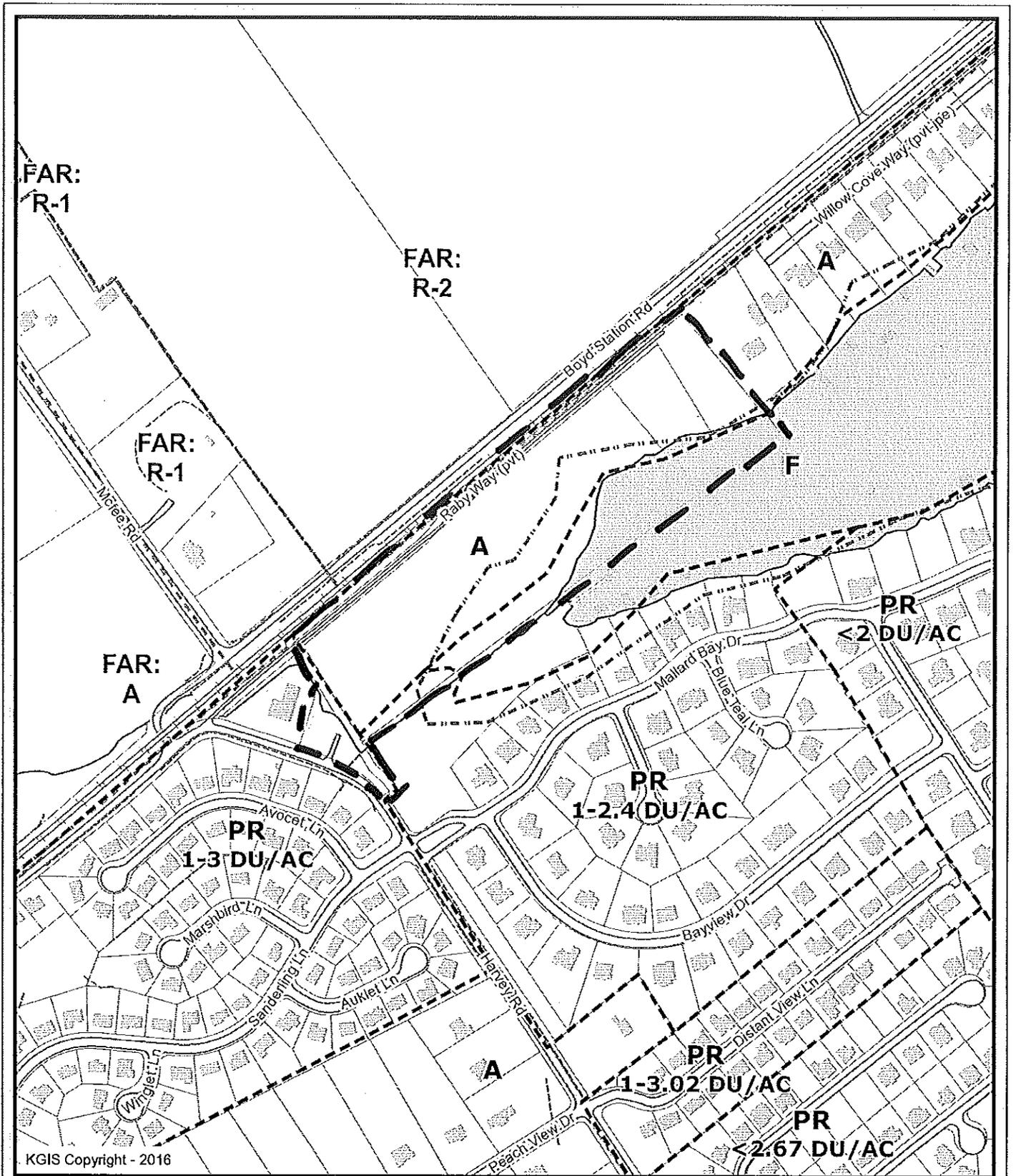
Company: HM Properties, LLC

Address: 2099 Thunderhead Rd, Ste 204

City: Knoxville State: TN Zip: 37922

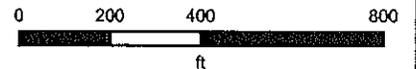
Telephone: 865-755-8066

E-mail: dhodge@dshassociates.com



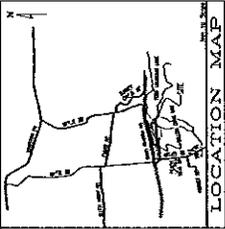
Letter Portrait

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- NOTES**
1. ALL DIMENSIONS ARE BASED ON THE PLAN AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION OF THIS PROJECT.
 2. ALL DIMENSIONS ARE BASED ON THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
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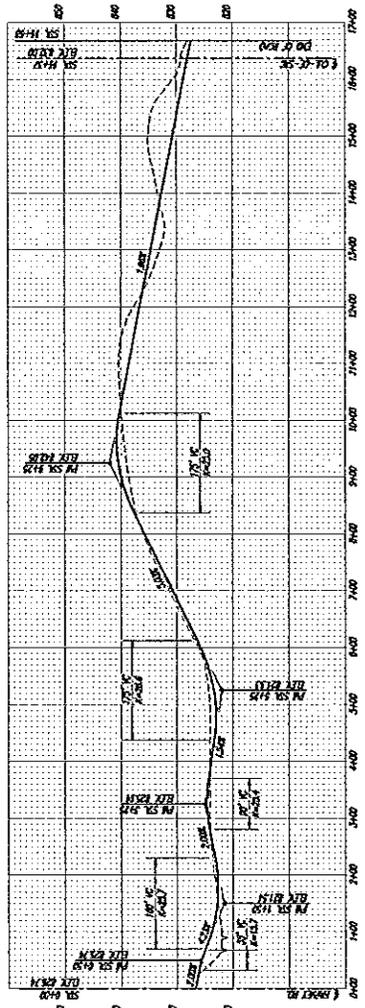
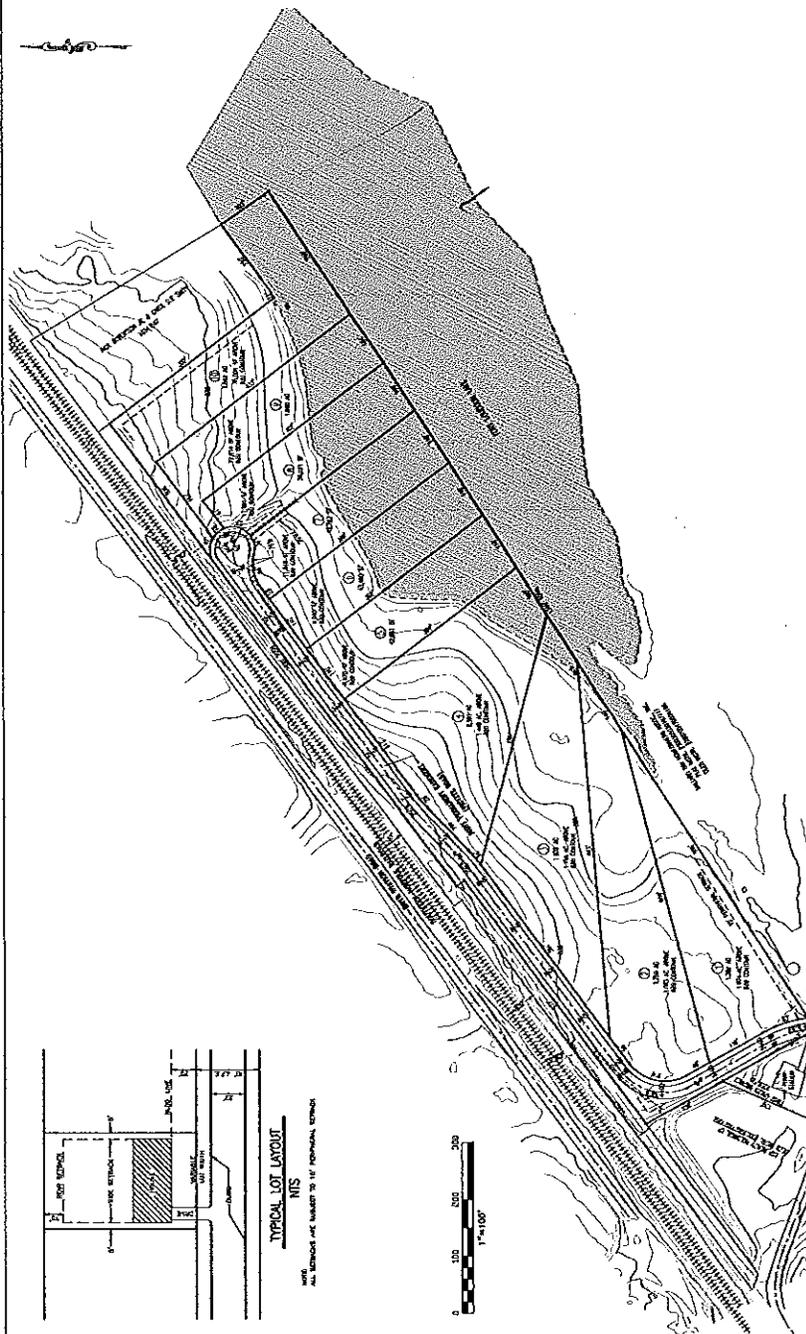


OWNER PARCEL #7.07
JASON C. RAUB
 10000 W. BAYVIEW BLVD. #100
 MIAMI, FL 33147

OWNER PARCEL #7.01 & #7.02
ANDRALL W. WRIGHT
 10000 W. BAYVIEW BLVD. #100
 MIAMI, FL 33147

OWNER PARCEL #9.41
DBS & ASSOCIATES, LLC
 10000 W. BAYVIEW BLVD. #100
 MIAMI, FL 33147

PROJECT NO. 24698-SP



CONCEPT AND DEVELOPMENT PLAN & ROAD PROFILES FOR
DBS & ASSOCIATES, LLC
 10000 W. BAYVIEW BLVD. #100
 MIAMI, FL 33147

SCALE: AS NOTED
DATE: 08/14/16

DEED REFERENCES:
 DEED #200802200003129 (PARCEL #7.07)
 DEED #200802200003129 (PARCEL #7.01)
 DEED #200802200003129 (PARCEL #7.02)
 DEED BOOK 2253, PAGE 35 (PARCEL #9.41)

DESIGNED BY: [Signature]
CHECKED BY: [Signature]

PROJECT NO. 24698-SP

SHEET 1 OF 1

Sales Rep: Louise Watkins (K3405)

Phone: (865) 342-6515

Email: Louise.Watkins@knoxnews.com

> Account Information

Date: 08/23/16

Account Number: 237952 (KC03787)

Company Name: MET. PLAN. COMM.

Contact Name:

Email: susan.taylor@knoxmpc.org

Address: 400 MAIN AVENUE SU 403, KNOXVILLE, TN, 37902

Phone: (865) 215-2506

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PUBLIC NOTICE

The following items will be considered by the Board of County Commissioners on Monday, September 26, 2016, at 7:00 p.m. in the Main Assembly Room, City County Bldg, 400 Main St., Knoxville, TN. Data pertinent to these items may be seen in MPC's office, Fourth Fl. of the City County Bldg., Main St., Knoxville, TN. Knox County does not discriminate on the basis of disability in its provision of services, programs, activities or benefits. If you need assistance or accommodation for a disability, please contact the ADA office at 215-2952 & we will be glad to work with you in obliging any reasonable request.

Plans/Rezoning

HOMESTEAD LAND HOLDINGS, LLC - Southwest side of Hardin Valley Rd., East of Marietta Church Rd. Northwest County Sector Plan Amendment from AG/RR (Agricultural/Rural Residential) to LDR (Low Density Residential) and rezoning from A (Agricultural) to PR (Planned Residential) up to 2 du/ac. Commission District 6, Northwest County Sector. MPC Action: Approved LDR and PR at density up to 2 du/ac.

HM PROPERTIES, GP - Northeast side Harvey Rd., northwest of Mallard Bay Dr. Rezoning from A (Agricultural) and F (Floodway) to PR (Planned Residential) and F (Floodway). Commission District 5, Southwest County Sector. MPC Recommendation: Approve PR and F at a density up to 2 du/ac subject to 2 conditions.

Appeal of MPC Decision

Appeal by Mesana Investments, LLC, applicant, of MPC denial of rezoning from RB (General Residential) to PR (Planned Residential) on property located the northwest side Ball Rd., southwest of Zion Ln. Commission District 6, Northwest County Sector. MPC File No. 7-N-16-RZ

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