Hamilton County Department of Education
Hamilton County Board of Education Board Meeting - Regular Session
August 13, 2026 6:00 PM
3074 Claude Ramsey Parkway
Chattanooga, TN 37421

I. Roll Call
II. **Approval of the Agenda
III. Pledge to the Flag and Meditation - Ginger Frady, Principal of Red Bank Middle School
IV. Exemplars of Excellence
V. Board Member Disclaimer Statement - I declare that I have a [spouse, parent, grandparent, child, sibling, aunt, uncle, nephew, niece, relation-in-law or member of my household] who works for the school system and that the Board's vote on [budget, policies, etc.] may have an effect on my relative's employment. Even so, I hereby certify that I will cast my vote in the best interest of the school system.
VI. **Approval of the Consent Agenda
A. Approval of the Minutes of the July 2026 Regular Session
B. Executive Committee Report
C. Chief of Schools - Dr. Elaine Harper
1. Field Trips
a. Dr. Neelie Parker - Community Superintendent Harrison Bay
b. Dr. Lee Ziegler - Community Superintendent North River
c. Dr. Marques Stewart - Community Superintendent Missionary Ridge
D. Chief Financial Officer - Mary Ellen Heuton, CPA
1. Bids/Contracts
a. Award Amendment 1 (Partial GMP) for CMAR-RFP 26-14, North River Elementary School Construction Manager at Risk
b. Award BID 26-48 Dalewood Middle School Roof Recovery (Phase II)
c. Award RFP 26-53 Asbestos & Environmental Indoor Air Quality Service
d. Award CMAR-RFP 26-59 Franklin-Roberts Future Ready Center Construction Manager at Risk
2. Financial Reports
3. Budget Amendments
a. Federal Grants, State Grants, and Self-Funded Programs
VII. Administrative Business Matters
A. Superintendent - Dr. Justin Robertson
1. **Chattanooga Neighborhood Enterprise Option to Lease W. 40th Street Property
2. **Gowan Public Strategies - Lobbying Contract Sept 1, 2026 - Aug 31, 2027
B. Chief of Staff - Shannon Moody
1. **Policy on First and Final Read
6.203 School Admissions
C. Chief Financial Officer - Mary Ellen Heuton, CPA
1. **Approval of School Fees for Chattanooga High Center for Creative Arts Program
D. Chief Academic Officer - Dr. Blake Freeman
1. **2026-27 Assessment Plan - Board Policy 4.700
E. Chief Operations Officer - Dr. Robert Sharpe
1. **Purchase Agreement and Joint Use of Facilities Agreement
VIII. Board Matters
A. Chairman Joe Smith - District 3

1. **Chattanooga Prep Charter Amendment to Increase Enrollment

IX. Information Only

A. Legal Services Report

X. Events/Announcements

September 1 - Inaugural Ceremony, Chattanooga Convention Center

September 7 - Labor Day - Central Office Closed

September 17 - Work Session 4:30pm and Board Meeting 6:00pm

XI. Adjourn

Minutes
Hamilton County Department of Education
Hamilton County Board of Education Board Meeting – Regular Session
July 16, 2026, 6:00 P.M.
Board Room
3074 Claude Ramsey Pkwy
Chattanooga, TN 37421

Attendance taken at 6:03 P.M.

I. Roll Call

Mrs. Jill Black:	Present
Mr. Ben Connor:	Present
Mr. Ben Daugherty:	Present
Mr. Larry Grohn:	Absent
Mrs. Felice Hadden:	Present
Mrs. Karitsa Jones:	Present
Mr. Gary Kuehn:	Absent
Mrs. Jodi Schaffer:	Present
Mr. Steve Slater:	Present
Mr. Joe Smith:	Present
Ms. Jackie Thomas:	Present

Superintendent Dr. Justin Robertson was absent.

II. **Approval of the Agenda

Passed: Motion to Approve Agenda

Passed with a Motion by Mrs. Jill Black and a Second by Mrs. Jodi Schaffer.

Mr. Joe Smith:	Yes
Mrs. Karitsa Jones:	Yes
Mr. Ben Connor:	Absent
Mrs. Jodi Schaffer:	Yes
Mr. Larry Grohn:	Absent
Mr. Gary Kuehn	Absent
Mrs. Felice Hadden:	Yes
Mrs. Jill Black:	Yes
Mr. Steve Slater:	Yes
Mr. Ben Daugherty:	Yes
Ms. Jackie Thomas:	Yes

Yes: 8; No: 0

III. Pledge to the Flag and Mediation – Rachel Turner of Collegiate High School

IV. Exemplars of Excellence

A. Individual Spring Event State Champions
Robert Sharpe, EdD, Chief Operations Officer
Tim James, Ed.S., District Athletic Director

V. Board Member Disclaimer Statement - I declare that I have a [spouse, parent, grandparent, child, sibling, aunt, uncle, nephew, niece, relation-in-law or member of my household] who works for the school system and that the Board's vote on [budget, policies, etc.] may have an effect on my relative's employment. Even so, I hereby certify that I will cast my vote in the best interest of the school system.

Board Member Karitsa Jones recited the Board Member Disclaimer Statement.

VI. **Approval of the Consent Agenda

Passed: Motion to Approve the Consent Agenda

Passed with a Motion by Mrs. Jill Black and a Second by Mrs. Felice Hadden.

Mr. Joe Smith:	Yes
Mrs. Karitsa Jones:	Yes
Mr. Ben Connor:	Yes
Mrs. Jodi Schaffer:	Yes
Mr. Larry Grohn:	Absent
Mr. Gary Kuehn	Absent
Mrs. Felice Hadden:	Yes
Mrs. Jill Black:	Yes
Mr. Steve Slater:	Yes
Mr. Ben Daugherty:	Yes
Ms. Jackie Thomas:	Yes

Yes: 9; No: 0

VI.A. Approval of the Minutes of the June 2026 Regular Session

VI.B. Executive Committee Report

Declarations of Surplus

- Walk-in cooler/freezer

Early Approvals

- TVA School Uplift Grant Award

VI.C. Chief of School Supports – Dr. Elaine Harper

VI.C.1. Field Trips

VI.C.1.a. Dr. Shane Harwood – Community Superintendent Rock Point

VI.D. Chief Financial Officer – Mary Ellen Heuton, CPA

VI.D.1. Bids/Contracts

VI.D.1.a. Award CMAR-RFP 26-49, Brainerd High School Construction Manager at Risk

VI.D.1.b. Award RFP 26-57 Disposables and Non-Food Items for the School Nutrition Program

VI.D.1.c. Award RFP 26-60 Ice Cream Products for the School Nutrition Program

VI.D.1.d. Approve Contract for Special Education Services with Signal Centers, Inc.

VI.D.1.e. Approve Renewal of Amendment with Fifth Asset, Inc d/b/a DebtBook

VI.D.1.f. Approval 3-year Contract with Instructure, Inc. (Canvas)

VI.D.1.g. Approve Short-Term Bridge Agreement for Group Life and Disability Insurance

VI.D.2. Financial Reports

VI.D.3. Budget Amendments

VI.D.3.a. Federal Grants, State Grants, and Self-Funded Programs

VII. Chief of Staff – Shannon Moody

VII.A. **Continuation of Community Forward Schools in Partnership with the City of Chattanooga MOU

Passed: Motion to Approve Continuation of Community Forward Schools in Partnership with the City of Chattanooga MOU

Passed with a Motion by Mrs. Felice Hadden and a Second by Mrs. Jill Black.

Mr. Joe Smith:	Yes
Mrs. Karitsa Jones:	Abstain
Mr. Ben Connor:	Yes
Mrs. Jodi Schaffer:	Yes
Mr. Larry Grohn:	Absent
Mr. Gary Kuehn	Absent
Mrs. Felice Hadden:	Yes
Mrs. Jill Black:	Yes
Mr. Steve Slater:	Yes

Mr. Ben Daugherty: Yes
Ms. Jackie Thomas: Abstain
Yes: 7; No: 0

VIII. Administrative Business Matters

VIII.A. Deputy Superintendent – Dr. Zac Brown

VIII.A.1. **Teachers Eligible for Tenure Reinstatement

Passed: Motion to Approve Teachers Eligible for Tenure Reinstatement

Passed with a Motion by Mr. Steve Slater and a Second by Mr. Ben Daugherty.

Mr. Joe Smith: Yes
Mrs. Karitsa Jones: Yes
Mr. Ben Connor: Yes
Mrs. Jodi Schaffer: Yes
Mr. Larry Grohn: Absent
Mr. Gary Kuehn Absent
Mrs. Felice Hadden: Yes
Mrs. Jill Black: Yes
Mr. Steve Slater: Yes
Mr. Ben Daugherty: Yes
Ms. Jackie Thomas: Yes
Yes: 9; No: 0

VIII.B. Chief Operations Officer – Dr. Robert Sharpe

VIII.B.1. **Approval to Submit Application to COPS School Violence Program

Passed: Motion for Approval to Submit Application to COPS School Violence Program

Passed with a Motion by Mrs. Felice Hadden and a Second by Mrs. Jodi Schaffer.

Mr. Joe Smith: Yes
Mrs. Karitsa Jones: Yes
Mr. Ben Connor: Yes
Mrs. Jodi Schaffer: Yes
Mr. Larry Grohn: Absent
Mr. Gary Kuehn Absent
Mrs. Felice Hadden: Yes
Mrs. Jill Black: Yes

Mr. Steve Slater: Yes
Mr. Ben Daugherty: Yes
Ms. Jackie Thomas: Yes
Yes: 9; No: 0

VIII.B.2. **FY27 School Age Child Care Fee Increase--STRICKEN

VIII.C. Chief Financial Officer – Mary Ellen Heuton

VIII.C.1. **Cell Tower Lease Agreement Amendment – East Ridge High School

Passed: Motion to Approve Cell Tower Lease Agreement Amendment -East Ridge High School

Passed with a Motion by Mrs. Jodi Schaffer and a Second by Mr. Ben Daugherty.

Mr. Joe Smith: Yes
Mrs. Karitsa Jones: Yes
Mr. Ben Connor: Yes
Mrs. Jodi Schaffer: Yes
Mr. Larry Grohn: Absent
Mr. Gary Kuehn Absent
Mrs. Felice Hadden: Yes
Mrs. Jill Black: Yes
Mr. Steve Slater: Yes
Mr. Ben Daugherty: Yes
Ms. Jackie Thomas: Yes
Yes: 9; No: 0

VIII.D. Chief Academic Officer – Dr. Blake Freeman

VIII.D.1. **Testing Programs—Board Policy 4.700

Passed: Motion to Reduce Number of Annual Tests Administered Under the Benchmark From Eight Tests to Four Tests

Passed with a Motion by Mrs. Jodi Schaffer and a Second by Mrs. Felice Hadden.

Mr. Joe Smith: Yes
Mrs. Karitsa Jones: Yes
Mr. Ben Connor: Yes
Mrs. Jodi Schaffer: Yes
Mr. Larry Grohn: Absent
Mr. Gary Kuehn Absent
Mrs. Felice Hadden: Yes
Mrs. Jill Black: Yes

Mr. Steve Slater: Yes
Mr. Ben Daugherty: Yes
Ms. Jackie Thomas: Yes
Yes: 9; No: 0

Failed: Motion to Direct that the Four Annual Benchmark Tests be Comprised of Two ELA Tests and Two Math Tests

Motion by Mrs. Jodi Schaffer and a Second by Mrs. Jill Black.

Mr. Joe Smith: No
Mrs. Karitsa Jones: Yes
Mr. Ben Connor: Yes
Mrs. Jodi Schaffer: Yes
Mr. Larry Grohn: Absent
Mr. Gary Kuehn Absent
Mrs. Felice Hadden: Yes
Mrs. Jill Black: Yes
Mr. Steve Slater: No
Mr. Ben Daugherty: No
Ms. Jackie Thomas: No
Yes: 5; No: 4

Amended: Motion to Direct that the Four Annual Benchmark Tests be Administered in December and be Comprised of One Science Test, One Social Studies Test, One ELA Test, and One Math Test

Motion by Mr. Ben Daugherty and a Second by Mr. Steve Slater.

Tabled: Amended Motion to Direct that the Four Benchmark Tests by Administered One Time a Year at the Administration's Discretion and be Comprised of One Science Test, One Social Studies Test, One ELA Test, and One Math Test

Amended Motion by Mr. Ben Daugherty and a Second by Mr. Steve Slater.

Amended Motion Tabled with a Motion to Table to August Meeting by Mrs. Jill Black and a Second by Mrs. Jodi Schaffer.

Mr. Joe Smith: Yes
Mrs. Karitsa Jones: Yes
Mr. Ben Connor: Yes
Mrs. Jodi Schaffer: Yes
Mr. Larry Grohn: Absent
Mr. Gary Kuehn Absent

Mrs. Felice Hadden: No
Mrs. Jill Black: Yes
Mr. Steve Slater: Yes
Mr. Ben Daugherty: Yes
Ms. Jackie Thomas: Yes
Yes: 8; No: 1

VIII.E. Chief of Staff – Shannon Moody

VIII.E.1. **Policies on Second and Final Read

4.301 Field Trips and Excursions
5.304 Extended Leaves of Absence for Personnel

Passed: Motion to Approve Policies on Second and Final Read

Motion by Mrs. Jodi Schaffer and a Second by Mrs. Jill Black.

Mr. Joe Smith: Yes
Mrs. Karitsa Jones: Yes
Mr. Ben Connor: Yes
Mrs. Jodi Schaffer: Yes
Mr. Larry Grohn: Absent
Mr. Gary Kuehn Absent
Mrs. Felice Hadden: Yes
Mrs. Jill Black: Yes
Mr. Steve Slater: Yes
Mr. Ben Daugherty: Yes
Ms. Jackie Thomas: Yes
Yes: 9; No: 0

VIII.E.2. **Policies on First and Final Read

1.400 School Board Meetings
4.2121 Charter School Renewal
4.606 Graduation Requirements
5.106 Application and Employment
5.204 Resignation
5.600 Staff Rights and Responsibilities
5.6011 Code of Professional Conduct
5.602 Time Schedules Extra Duty
6.200 Attendance
6.202 Home Schools
6.205 Student Assignments
6.303 Interrogations and Searches
6.309 Zero Tolerance Offenses
6.408 Supervision of Students

6.5001 Outside Applied Behavior Analysis Access

Passed: Motion to Approve Policies on First and Final Read

Motion by Mrs. Felice Hadden and a Second by Mrs. Jodi Schaffer.

Mr. Joe Smith:	Yes
Mrs. Karitsa Jones:	Yes
Mr. Ben Connor:	Yes
Mrs. Jodi Schaffer:	Yes
Mr. Larry Grohn:	Absent
Mr. Gary Kuehn	Absent
Mrs. Felice Hadden:	Yes
Mrs. Jill Black:	Yes
Mr. Steve Slater:	Yes
Mr. Ben Daugherty:	Yes
Ms. Jackie Thomas:	Yes

Yes: 9; No: 0

VIII.F. Director of Charter Schools – Fannie Moore

VIII.F.1. **Chattanooga Prep Charter Amendment to Increase Enrollment

Failed: Motion to Approve Chattanooga Prep Charter Amendment to Increase Enrollment

Motion by Mr. Ben Daugherty and a Second by Mr. Steve Slater.

Mr. Joe Smith:	Yes
Mrs. Karitsa Jones:	No
Mr. Ben Connor:	No
Mrs. Jodi Schaffer:	No
Mr. Larry Grohn:	Absent
Mr. Gary Kuehn	Absent
Mrs. Felice Hadden:	Yes
Mrs. Jill Black:	Yes
Mr. Steve Slater:	Yes
Mr. Ben Daugherty:	Yes
Ms. Jackie Thomas:	No

Yes: 5; No: 4

VIII.F.2. **Amended Charter Application for Empowerment Academy

Passed: Motion to Deny Amended Charter Application for Empowerment Academy

Motion by Ms. Jackie Thomas and a Second by Mrs. Felice Hadden.

Mr. Joe Smith:	Yes
Mrs. Karitsa Jones:	Yes
Mr. Ben Connor:	Yes
Mrs. Jodi Schaffer:	Yes
Mr. Larry Grohn:	Absent
Mr. Gary Kuehn	Absent
Mrs. Felice Hadden:	Yes
Mrs. Jill Black:	Yes
Mr. Steve Slater:	Yes
Mr. Ben Daugherty:	Yes
Ms. Jackie Thomas:	Yes

Yes: 9; No: 0

VIII.F.3. **Charter School Framework

Passed: Motion to Approve Charter School Framework

Motion by Mrs. Felice Hadden and a Second by Mrs. Jill Black.

Mr. Joe Smith:	Yes
Mrs. Karitsa Jones:	Yes
Mr. Ben Connor:	Yes
Mrs. Jodi Schaffer:	Yes
Mr. Larry Grohn:	Absent
Mr. Gary Kuehn	Absent
Mrs. Felice Hadden:	Yes
Mrs. Jill Black:	Yes
Mr. Steve Slater:	Yes
Mr. Ben Daugherty:	Absent
Ms. Jackie Thomas:	Yes

Yes: 8; No: 0

IX. Board Matters

IX.A. Steve Slater – District 1

****4.700 Testing Policy –WITHDRAWN**

X. Information Only

X.A. Legal Services Report

XI. Events/Announcements

July 20: Board Retreat at PEF

July 30/31 & August 3/4: Professional Development

August 5: First day of School

August 7: Professional Development

August 10: Athletics and Facilities Committee Meetings –5:30 pm

August 13: Work Session – 4:30 pm

August 13: Regular Session – 6:00 pm

XII. Adjourn

The meeting was adjourned at 7:43 p.m.

_____ _____

Chairperson Date

_____ _____

Superintendent Date

HAMILTON COUNTY SCHOOLS

3074 Claude Ramsey Parkway
Chattanooga, TN 37421

To: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

From: Shirley McCallie, Executive Assistant to the Superintendent

Date: August 13, 2026

Subject: Executive Committee Report

Board Agenda Category:

- ☐ Consent Agenda
- ☐ Action Item
- ☑ Reports and Information

The Executive Committee of the Board may act on behalf of the full Board during that time between Board meetings. The Executive Committee items submitted for the agenda packet for the period of July 17, 2026, and August 12, 2026, are included. These items include previously approved field trips indicated by an asterisk on Field Trip Reports and various early/emergency approvals presented for ratification.

1. FY27 Budget Amendment – General Purpose for Technology Funds
2. Amendment to End School-Age Homelessness MOU
3. SY26-27 Stellar Therapy Services, LLC Agreements

Opportunity 2030 Commitment Connection

- ☑ Every Student Learns
- ☑ Every Student Belongs
- ☑ Every School Equipped
- ☑ Every Employee Valued
- ☑ Every Community Served

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HAMILTON COUNTY SCHOOLS

3074 Claude Ramsey Parkway
Chattanooga, TN 37421

REQUEST FOR EXECUTIVE COMMITTEE APPROVAL
EMERGENCY/EARLY APPROVAL

To: Executive Committee of the Board

From:
Mary Ellen Heuton, Chief Financial Officer
John Simon, Executive Director of Information Technology

Date: July 15, 2026

RE: FY27 Budget Amendment – General Purpose for Technology Funds

Our Executive Director of Technology has completed an assessment of existing and needed resources to support student device usage in schools. He has determined that we need to purchase additional carts that will allow storage and charging of devices for students at a cost of $1,035,000. With less devices going home, we will reduce the amount needed for device purchases by at least this amount, so this action is budget neutral. Our practice has been to fund our device purchases from fund balance, so this will be done in that same manner. In order to place the order immediately, we are requesting early approval from Executive Committee so that the order can be placed today.

We are requesting approval to appropriate $1,035,000 from Unassigned Fund Balance for purchase of device storage carts. Notice of this approval will be included on the August Board agenda as part of the Executive Committee Report.

Director of Schools / Superintendent

Signed by: Dr. Justin Robertson 07/15/2026
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Dr. Justin Robertson Date

School Board Chairman:

Signed by: Joe Smith 07/15/2026
A11684E245B840D...

Mr. Joe Smith Date

HAMILTON COUNTY SCHOOLS

3074 Claude Ramsey Pkwy.
Chattanooga, TN 37421

Memo to Executive Committee

To: Executive Committee of Hamilton County Board of Education
Joe Smith, Board Chair
Dr. Justin Robertson, Superintendent

From: Shannon Moody, Chief of Staff
Dr. Lindsay Starnes, Chief of Student Supports

Date: Thursday, July 16, 2026

Subject: Amendment to End School-Age Homelessness MOU

The Office of Strategy and Office of Student Supports are informing the Executive Committee of an amendment to the End School Homelessness MOU approved by the Hamilton County Board of Education on June 18, 2026. The amended language, outlined below, does not constitute a material change to the agreement per legal and does not impact Hamilton County Schools' programmatic participation in the partnership.

School Board Chair Joe Smith and Dr. Robertson will be the designated HCS signees for the End School-Age Homelessness MOU. This memo serves to inform the Executive Committee ahead of formally signing the MOU to allow all parties to begin implementation.

<u>Amended language:</u>

1. Section VII. Financial Contributions - City
    a. Original language states, "The Kelly Administration will request the City Council to consider a $150,000 appropriation for this program in the City's FY27 budget and subsequent budget years (appropriations subject to City Council approval)."
    b. Amended language states, "The Kelly Administration will request the City Council to consider a $450,000 appropriation for this program ($150,000 per year for FY27, FY28, and FY29)."
    c. Explanation: This change is being made to accurately reflect the most recent allocation by the City Council, which confirms $150,000 of funding for the next three fiscal years.
2. Section VII. Financial Contributions - County
    a. Original language states, "$150,000 (funding passed to Chattanooga 2.0, fiscal agent Chattanooga Chamber Foundation) Funding will be used for contracted work with FTF to perform service outlined in the MOU starting on July 1, 2026 and ending on June 30, 2027."
    b. Amended language states, "$100,000 (funding passed to Chattanooga 2.0,

fiscal agent Chattanooga Chamber Foundation) Funding will be used for contracted work with FTF to perform service outlined in the MOU starting on July 1, 2026 and ending on June 30, 2027."

c. Explanation: This change is being made to accurately reflect the most recent allocation by the County Commission, which confirms $100,000 of funding in the upcoming fiscal year.

3. Section VII. Financial Contributions - HCS
    a. Original language states, "HCS will be invoiced on a monthly basis for services provided from July 2026 through June 2027."
    b. Amended language states, "FTF shall invoice HCS directly on a monthly basis for services provided from July 2026 through June 2027."
    c. Explanation: This change is being made to accurately reflect First Things First's (FTF) role as the personnel vendor for the End School-Age Homelessness Initiative.

Opportunity 2030 Commitment Connection

- ☐ Every Student Learns
- ☑ Every Student Belongs
- ☐ Every School Equipped
- ☐ Every Employee Valued
- ☑ Every Community Served

Docusign Envelope ID: 0F96487A-17E3-8561-807D-3E11018C4C91

Memorandum of Understanding

Between

Chattanooga 2.0, First Things First, Chattanooga Housing Authority, Chattanooga Regional Homeless Coalition, City of Chattanooga, Hamilton County, and Hamilton County Schools

For

the End School-Age Homelessness Initiative

This Memorandum of Understanding (MOU) is entered into by and between Chattanooga 2.0 (hereinafter referred to as "C2.0"), First Things First (hereinafter referred to as "FTF"), the Chattanooga Housing Authority (hereinafter referred to as "CHA"), the Chattanooga Regional Homeless Coalition (hereinafter referred to as "CRHC"), the City of Chattanooga (hereinafter referred to as "City"), Hamilton County (hereinafter referred to as "County"), and Hamilton County Schools (hereinafter referred to as "HCS"), collectively referred to as the "Parties."

I. Purpose The purpose of this MOU is to establish a framework for collaboration and resource allocation among the Parties to support the "End School-Age Homelessness Initiative," an initiative aimed at providing comprehensive services to families experiencing homelessness as defined by McKinney-Vento within Hamilton County Schools. This program is facilitated by the Chattanooga–Hamilton County Children's Cabinet (hereinafter referred to as "Cabinet'), which is chaired by City Mayor Tim Kelly, Hamilton County Mayor Weston Wamp, and HCS Superintendent Justin Robertson and facilitated by Chattanooga 2.0.

II. Background The Cabinet is focused on addressing homelessness and housing instability among children in Chattanooga and Hamilton County. Homelessness is a growing concern in Chattanooga and Hamilton County and for the Parties. As homelessness increases in the area and there is increased awareness of services offered by the HCS Families in Transition (FIT) Program, the total number of students identified as homeless and eligible for services under the McKinney-Vento Homeless Assistance Act is projected to remain high and grow during the 2026-27 school year. Unhoused students experience traumatic and high-stress situations that cause long-term effects on the emotional and behavioral health of the student and their peers. Housing instability disrupts students' opportunities to participate in social and educational activities, increases chronic absenteeism, prevents critical academic and career growth, and expands risks of health issues, further hindering personal economic standing through higher education, workforce placement, and income progression.

III. Scope of Work The City, County, and HCS agree to fund a pilot partnership between HCS, FTF, CRHC, CHA, and the City's Office of Homelessness and Supportive Housing. Called the End School-Age Homelessness Initiative, the pilot partnership seeks to provide housing and case management for every household identified as homeless through HCS. The initial pilot launched in February 2025 with services for families beginning in April 2025. The proposal below includes 12 months of support in order to continue the initiative and includes program evaluation

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and assessment of impact metrics and achievement of impact goals, which will be reported to the Parties at monthly meetings of the Cabinet.

IV. Roles and Responsibilities

All Parties will collaborate with each other and other stakeholders, including organizations represented on the Cabinet, to identify and address gaps in services, share data related to the impact metrics and goals of the pilot program, and work to ensure alignment and progress toward the goals of the pilot program. In addition, the Parties will fulfill the following roles and responsibilities specific to their organizations:

A. C2.0 will convene the Parties as a working group and facilitate regular meetings to collect and share data for the purpose of continuous improvement and updates to the Cabinet.

B. CHA will provide housing vouchers (as available or applicable) or other CHA resources for eligible families, as determined by the program, and present regular updates on CHA's expedited process available to HCS students and their families.

C. CRHC will receive funds for the HCS Housing Forward Fund, which will be designated solely for supporting families receiving services through this initiative. CRHC will maintain a dashboard and provide monthly updates to the Cabinet through C2.0 regarding the disbursements from the HCS Housing Forward Fund and their impact on families.

D. FTF will receive funds for personnel costs for at least two full-time employees that will contribute 100% effort to the End School Homelessness Initiative, and funding to support partial effort from relevant support staff at FTF in collaboration with the HCS Homeless Liaison.

D. The City: The Kelly Administration will request the City Council to consider a $450,000 appropriation for this program ($150,000 per year for FY27, FY28, and FY29). The City will also continue to contribute to the Housing Forward Fund which may be used to serve eligible families under this initiative (appropriations subject to City Council approval).

E. The County: The County Mayor will request the County Commission to consider a $100,000 appropriation for this program in the County's FY27 budget and subsequent budget years (appropriation subject to Commission approval).

F. HCS will contribute financially to the End School-Age Homelessness Initiative. HCS Homeless Liaison will identify families experiencing homelessness and housing insecurity. HCS will create a shared by-name with relevant information for FTF and update weekly. HCS Homeless Liaison and FTF staff will participate in biweekly case conferences for the first 3 months of the fiscal year, then meet monthly to discuss status of families housing progress. As needed, HCS Homeless Liaison will coordinate with school social workers to obtain needed documents to apply for housing assistance.

V. Impact Metrics The Parties will assess the effectiveness of the pilot using the following impact metrics:

- Number of households/students identified

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- Number of households enrolled in the Initiative
- Level each household has reached in the project, tracking total number of:
    - Students identified
    - Households enrolled in initiative
    - Vouchers issued
    - Households housed (adults, children, and combined)
    - Households referred to Intensive Case Management
    - Households completed program
    - Households who have achieved housing stability

These impact metrics will support decision-making regarding the success and sustainability of the pilot. They will be reported to C2.0 on a monthly basis and presented to Children's Cabinet during monthly meetings to assess progress of the initiative and support continuous improvement to meet the goals of the initiative.

VI. Impact Goals The Parties agree to the following goals for End School-Age Homelessness Initiative:

- Immediate Impact: The initiative partnership aims to provide permanent housing and case management to 10-20 households per month.
- Long-Term Impact: Students will have stable housing that will aid in reducing learning gaps, behavior infractions, health issues, and chronic absenteeism. Families will receive support with continued services to help them maintain independence.
- Community Benefits: The initiative will foster greater community integration, reduce the burden on emergency services, and contribute to a reduction in crime and healthcare costs associated with homelessness. Students and families will have a sense of belonging within the community.

VII. Financial Contributions The City, the County, and HCS agree to contribute financially to the End School-Age Homelessness Initiative. The budget for this twelve (12) month initiative is $375,000 The specific contributions that the City, the County, and HCS have committed to contributing are listed below:

- City: The Kelly Administration will request the City Council to consider a $450,000 appropriation for this program ($150,000 per year for FY27, FY28, and FY29). The City will also continue to contribute to the Housing Forward Fund which may be used to serve eligible families under this initiative (appropriations subject to City Council approval). The City will also continue to contribute to the Housing Forward Fund which may be used to serve eligible families under this initiative (appropriations subject to City Council approval).

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- County: $100,000 (funding passed to Chattanooga 2.0, fiscal agent Chattanooga Chamber Foundation) Funding will be used for contracted work with FTF to perform service outlined in the MOU starting on July 1, 2026 and ending on June 30, 2027. Any remaining funds not used for staffing will be allocated to the HCS Housing Forward Fund to serve families identified through the End School Homelessness Initiative.
- HCS: $75,000 will be requested for use through Federal allocations, pending final award. (Contracted work with the FTF to perform services outlined in the MOU)
    - FTF shall invoice HCS directly on a monthly basis for services provided from July 2026 through June 2027. Invoice will include services provided for specific billing period. When reimbursing salaries, the invoice will note the total salary amount. Must include proof of payroll that breaks out the total invoiced salary amount.
    - Final invoice will be submitted to HCS no later than July 17, 2027.
    - In an effort to support the objectives of this MOU, the Parties may enter into future agreements for goods or services whereby funds are exchanged for the receipt of such goods or services, including but not limited to an Independent Consultant Agreement. These future agreements shall be completed separately from this MOU.

VIII. Data Sharing Agreement When necessary, the Parties shall provide one another with data concerning students and parents/guardians in addition to any other relevant and available data source. The data shall be used only for conducting studies and to assist with the implementation of the initiative. The Parties will share data-related work products via secure, electronic transmission or similarly fortified method.

- This data will include the following personally identifiable information:student names, date of birth, gender, ethnicity, admissions information, parental contact information, and terms of enrollment.

IX. Confidentiality The Parties shall ensure that all employees maintain the confidentiality of student records and data in compliance with HCS policies, Tennessee law, and FERPA. The Parties must establish safeguards to secure all data exchanged under this DSA, including restricted facility access, secure password protocols, and protections against unauthorized interception or access. All disclosures of student data must comply with FERPA and applicable Tennessee law. These confidentiality obligations survive the termination or expiration of this DSA.

X. Term and Termination This MOU will be effective as of the date of signing and will continue for a period of twelve (12) months, unless terminated earlier by mutual agreement of the Parties or by any party providing 30 days written notice to the other parties. If, upon expiration of this MOU or the completion of the pilot program, the Parties mutually agree to continue with the End School-Age Homelessness Initiative on a long-term basis, then the Parties shall enter into a new written agreement that sets forth the terms and conditions for the long-term continuation of the program.

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XI. Signatures

Chattanooga 2.0

Signature: Signed by: Dr. Sonia Stewart 458791FF0A144FE...

Printed Name: Dr. Sonia Stewart

Title: Executive Director

Date: 07/06/2026

First Things First

Signature: Signed by: Lauren Hall 6026B1A0DFD24B4...

Printed Name: Lauren Hall

Title: President and CEO

Date: 06/26/2026

Chattanooga Housing Authority

Signature: DocuSigned by: Betsy Mccright A0E23A88F570407...

Printed Name: Betsy Mccright

Title: Executive Director

Date: 06/25/2026

Chattanooga Regional Homeless Coalition

Signature: Signed by: Mackenzie Kelly A3FDD4D231A144F...

Printed Name: Mackenzie Kelly

Title: Executive Director

Date: 06/26/2026

City of Chattanooga

Signature: Signed by: Richard J Beeland 78263E926AC1461...

Printed Name: Richard J Beeland

Title: Administrator, Economic Development

Date: 06/25/2026

Hamilton County

Signature: Signed by: 54CF9FE4A6834EB...

Printed Name: Weston Wamp

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Title: Hamilton County Mayor

Date: 07/02/2026

Hamilton County Schools

Signature: Joe Smith (Signed by: A11684E245B840D...)

Printed Name: Joe Smith

Title: Hamilton County Department of Education School Board Chairman

Date: 07/24/2026

Hamilton County Schools

Signature: Dr. Justin Robertson (Signed by: 4D76312655B6468...)

Printed Name: Dr. Justin Robertson

Title: Superintendent

Date: 07/24/2026

Docusign Envelope ID: C583EF0D-1B2D-8213-82EB-FB6E317E16D2

HAMILTON COUNTY SCHOOLS

3074 Claude Ramsey Parkway
Chattanooga, TN 37421

REQUEST FOR EXECUTIVE COMMITTEE APPROVAL
EMERGENCY/EARLY APPROVAL

To: Executive Committee of the Board

From: Dr. Blake Freeman, Chief Academic Officer
Michelle Eargle, Executive Director of Exceptional Education

Date: July 17, 2026

RE: Early Approval of SY26-27 Stellar Therapy Services, LLC Agreements

Approve the attached 2026-2027 Exceptional Education professional services agreements with Stellar Therapy Services, LLC to provide school-based related services, private and home school services, and TennCare Medicaid administration and reimbursement services through June 30, 2027. Expenditures for each agreement are within the respective department's approved annual adopted budget and funded from applicable General Purpose and Individuals with Disabilities Education Act (IDEA) funding sources.

The attached agreements represent the annual continuation of long-standing professional service contracts that support the District's Exceptional Education program by providing specialized educational, therapeutic, and administrative services necessary to meet the needs of eligible students. The agreements include: (1) School-Based Services with an anticipated annual expenditure of approximately $3,100,000; (2) Private and Home School Services with an anticipated annual expenditure of approximately $976,165; and (3) TennCare Medicaid Administration and Reimbursement Services, compensated through an administrative fee equal to twenty percent (20%) of reimbursement revenue received.

Executive Committee approval is respectfully requested in advance of the regularly scheduled August 13, 2026 Board meeting to ensure uninterrupted services at the start of the 2026-2027 school year. Due to the timing of vendor negotiations and material staffing transitions within the Exceptional Education Department at the conclusion of the previous school year, the finalized agreements were not available for presentation at the July Board meeting. Early approval will allow services to commence with the opening of school and avoid delays in providing required student supports. The agreements have been reviewed and approved through the District's legal and procurement review process.

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Following Executive Committee approval, the agreements will be presented to the Board of Education for ratification at the next available regular Board meeting, anticipated on August 13, 2026. The Exceptional Education Department is committed to partnering proactively with vendors and internal support departments to ensure future agreements are completed in advance of the Board's approval schedule and prior to the commencement of services.

Director of Schools / Superintendent

Signed by:
Dr. Justin Robertson 07/21/2026
4D76312655B6468...
Dr. Justin Robertson Date

School Board Chairman:

Signed by:
Joe Smith 07/24/2026
A11684E245B840D...
Mr. Joe Smith Date

Attachments:

- School-Based Services Agreement
- Private and Home School Services Agreement
- TennCare and Medicaid Administration and Reimbursement Services Agreement

Opportunity 2030 Commitment Connection

- ☑ Every Student Learns
- ☐ Every Student Belongs
- ☐ Every School Equipped
- ☐ Every Employee Valued
- ☑ Every Community Served

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HAMILTON COUNTY SCHOOLS

3074 Claude Ramsey Parkway
Chattanooga, TN 37421

To: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

From: Dr. Blake Freeman, Chief Academic Officer
Michelle Eargle, Executive Director of Exceptional Education

Date: August 13, 2026

RE: Approve FY27 Stellar Therapy Services – HCS School-Based Services

Board Agenda Category:

- ☑ Consent Agenda
- ☐ Action Item
- ☐ Reports and Information

Approve a professional services contract with Stellar Therapy Services for the 2026-2027 school year to provide HCS school-based related services, including Speech-Language Pathology, School Psychology, Occupational Therapy, and Physical Therapy, through June 30, 2027. The estimated annual contract expenditure is $3,100,000. Expenditures will be paid from budgeted General-Purpose funds, as approved within the Department's annual adopted budget.

Stellar Therapy Services provides qualified licensed professionals to deliver school-based evaluations and related services in support of the Exceptional Education Department. Contracted services include speech-language pathology, school psychology, occupational therapy, physical therapy, evaluations, reevaluations, consultation, and other IEP-related services necessary to meet student needs.

Approval of this agreement will ensure Hamilton County Schools maintains the resources necessary to provide timely school-based services required under students' Individualized Education Programs (IEPs), supporting the District's obligation to provide a Free Appropriate Public Education (FAPE). The agreement provides continued access to qualified professionals while ensuring uninterrupted support for students receiving Exceptional Education services.

Opportunity 2030 Commitment Connection

- ☑ Every Student Learns
- ☐ Every Student Belongs
- ☐ Every School Equipped
- ☐ Every Employee Valued
- ☑ Every Community Served

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HAMILTON COUNTY BOARD OF EDUCATION

EXCEPTIONAL EDUCATION DEPARTMENT

CONTRACT FOR SPECIAL EDUCATION SCHOOL-BASED SERVICES

This Agreement (the “Agreement”) is made and entered into this day by and between the Hamilton County Department of Education (hereinafter known as "HCDE") with its principal office at 3074 Claude Ramsey Road, Chattanooga, Tennessee 37421, and Stellar Therapy Services, LLC (hereinafter known as "Contractor") with its principle office at 2120 Mae Dell Road, Chattanooga, TN 37421.

WITNESSETH

WHEREAS, T.C.A. § 49-10-106 provides that school districts may enter into agreements with suitable public or private agencies having appropriate programs, capacity, and competency where necessary to provide appropriate special education and related services to children with disabilities (as defined in T.C.A. § 49-10-107 (2009);

WHEREAS, HCDE desires that Contractor provide speech and language services, occupational therapy services, and physical therapy services to HCDE students as assigned by a representative of the Exceptional Education Department of HCDE;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, HCDE and Contractor hereby agree as follows:

1. **Term.** The term of this Agreement shall be for a period of one (1) year from August 1, 2026, through June 30, 2027.

2. **Therapy Services.**

(a) Scope of Services

The Contractor shall provide speech-language pathology, occupational therapy, physical therapy, school psychology, and other related services requested by HCDE through appropriately licensed personnel employed or contracted by the Contractor ("Contractor Personnel"). Services shall be provided to students assigned by HCDE in accordance with each student's Individualized Education Program (IEP), applicable federal and state law, and the terms of this Agreement.

Services provided under this Agreement include, but are not limited to, direct and indirect services, evaluations, reevaluations, consultation, progress monitoring, documentation, preparation of evaluation reports, progress reporting, participation in IEP and eligibility meetings, travel between assigned schools, planning, collaboration with District personnel, and other activities reasonably necessary to implement the student's IEP and support HCDE's provision of a free appropriate public education (FAPE).

(b) Contractor Responsibilities

The Contractor shall ensure that all Contractor Personnel assigned under this Agreement:

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1. Provide services in accordance with each student's IEP and within the scope of their professional licensure.

2. Implement related services and recommendations consistent with IDEA, Tennessee special education laws and regulations, applicable professional standards of practice, and HCDE procedures.

3. Participate in IEP meetings, eligibility meetings, reevaluations, consultations, and other meetings requested by HCDE that are necessary to support the provision of special education and related services.

4. Maintain all licenses, certifications, registrations, background clearances, and other qualifications required by federal law, Tennessee law, professional licensing boards, and HCDE.

5. Comply with the professional Code of Ethics and standards of practice established by the American Speech-Language-Hearing Association (ASHA), the American Occupational Therapy Association (AOTA), the American Physical Therapy Association (APTA), or other applicable professional licensing or credentialing organizations.

6. Maintain complete and accurate documentation sufficient to demonstrate services provided, student progress, implementation of the IEP, and compliance with this Agreement.

7. Submit documentation, progress reports, evaluation reports, service logs, billing documentation, and other records required by HCDE in the format and timelines established by the District.

8. Cooperate with HCDE monitoring activities, compliance reviews, audits, corrective actions, and quality assurance processes related to services provided under this Agreement.

9. Immediately notify HCDE of any change affecting the individual's licensure, certification, background clearance, or ability to provide services under this Agreement, as well as any anticipated interruption in services that may affect implementation of a student's IEP.

(c) Program Requirements

The Contractor agrees to comply with the **HCS Performance Standards for School-Based Related Services** and the **Hamilton County Schools Contracted Vendor Procedures**, both of which are incorporated into and made a part of this Agreement. The District may revise operational procedures from time to time, provided such revisions do not materially alter the compensation or scope of services under this Agreement.

3. Compensation.

(a) In consideration of the Therapy Services provided by Contractor, HCDE agrees to pay Contractor its Fees for Therapy Services per the following rate schedule:

THERAPY SERVICES:

SLP (In-Person)	**$74**
SLP (Virtual)	**$72**
SLP – CF / MA	**$63**
SLPA	**$50**

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OT (Registered)	**$74**
OTA	**$58**
PT (Registered)	**$74**
PTA	**$58**
School Psychologist	**$77**

(b) Total compensation under this Agreement shall not exceed **$3,100,000** unless authorized in writing by the Executive Director of Exceptional Education or designee. The hourly rates set forth above include all direct and indirect service time, evaluations, reevaluations, treatment, consultation, documentation, progress monitoring, progress reports, meeting attendance, travel between assigned schools, planning, preparation, and other activities necessary to provide the contracted services. No additional compensation shall be paid for these activities unless specifically authorized in writing by HCDE.

(c) Contractor shall submit invoices monthly in a format approved by HCDE. Each invoice shall be supported by documentation sufficient to verify the services billed. HCDE reserves the right to review, audit, question, or disallow any invoiced services that cannot be adequately supported by the required documentation. Payment may be delayed or withheld until sufficient documentation has been received. Contractor acknowledges that submission of an invoice does not, by itself, establish entitlement to payment. Contractor shall maintain and, upon request, provide documentation sufficient to demonstrate that services were delivered in accordance with the student's IEP and this Agreement. Failure to provide adequate supporting documentation may result in delayed or withheld payment until the documentation deficiency has been corrected.

(d) Additional services outside the scope of this Agreement may be authorized only upon prior written approval of HCDE.

(e) The parties represent and warrant to the other that all compensation payable to Contractor by HCDE hereunder has been determined in arms-length bargaining and is consistent with fair market value. Furthermore, the parties represent and warrant that all compensation hereunder was not determined in a manner that considers the volume or value of any referrals or other business generated between the parties.

(f) Contractor shall provide supplies, equipment, technology, and operational resources in accordance with the Hamilton County Schools Contracted Vendor Procedures incorporated into this Agreement.

4. **Services of Contractor, Qualifications, Recruiting.**

(a) Contractor shall provide the Services at the place(s) of business operated or controlled by HCDE or its clients.

(b) Contractor represents and warrants that s/he possesses all licenses and qualifications necessary to perform the Services and agrees to maintain (at his/her expense) such licenses and

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qualifications, and to practice conduct in accordance with the professional *Code of Ethics* of AOTA, APTA or ASHA (as applicable) and all relevant rules and regulations applying to the performance of the Services throughout the term of this Agreement.

(c) HCDE is prohibited from hiring, causing to be hired, or contracting with in any capacity any person associated with the Contractor without the expressed written consent of the Contractor for a period of one year from the cessation of this contract or the cessation of working relationship of said person with Contractor.

(d) Contractor shall provide staffing in accordance with the staffing plan approved by HCDE. Material changes to the approved staffing plan must receive prior written approval from HCDE.

5. Other Responsibilities.

(a) Contractor is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the contract. This personally identifiable student and parent information may include but not limited to: Name, Social Security Number, Telephone Numbers, Attendance Record, Disability Information, Grades, Date of Birth, Address, Race, Gender and Enrollment Record.

(b) Contractor as authorized representative of HCDE for the sole purpose of complying with the requirements of the contract agrees to comply fully with FERPA by maintaining the confidentiality of all student information and to use the information solely to fulfill its obligations under the contract with HCDE.

(c) Contractor agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the contract.

(d) Contractor understands that it may have access to student demographic data for whom it does not provide a direct service and acknowledges that it may not use this or any student level data for solicitation purposes. Further, the Contractor understands that it will be liable for breaches of confidentiality that occur due to misuse of data.

6. Professional Liability Insurance. Before HCDE will have any obligation to Contractor under the terms of this Agreement, Contractor must first provide proof of insurance with coverage and limits satisfactory to HCDE's Office of Risk Management. This coverage, at a minimum, must extend to any operation to be undertaken by Contractor in connection with its Staffing Services, the training and supervision of its Stellar Therapists, and any errors, omissions or other acts of negligence by these Stellar Therapists. If Contractor fails to provide such a policy of insurance or the Office of Risk Management fails to approve any such policy, then this Agreement will be of no effect and HCDE will have no liability to Contractor whatsoever.

7. Indemnification. Contractor agrees to protect, defend and indemnify HCDE and to hold HCDE harmless against any and all claims, demands, losses, suits or causes of action arising out of or in any way related to the performance of Contractor's services under the terms of this Agreement including, but not

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specifically limited to, Contractor's Billing Services, the Therapy Services of Stellar Therapists, or the training, supervision or retention of any of Contractor's employees or agents; provided, however, that Contractor shall not be responsible for any claims, demands, losses, suits, or causes of action that are solely the result of any error, omission, or intentional act on the part of any HCDE employee.

8. Acknowledgments.

(a) Contractor and HCDE acknowledge and agree that Contractor will act as an independent contractor in the performance of the Services, and that this Agreement shall not be deemed to create an agency, employment, partnership or joint venture relationship between HCDE and Contractor. In that regard, while Contractor is subject to general terms and conditions in connection with the performance of the Services, Contractor and HCDE acknowledge that Contractor shall, at all times, exercise independent discretion and control over the performance of the Services.

(b) Contractor and HCDE acknowledge and agree that they have had a sufficient opportunity to review the terms of this Agreement.

(c) Contractor and HCDE acknowledge and agree that in executing this Agreement it is not relying nor has it relied upon any other representation or statement made by either party or by any of either party's owners, partners, officers, employees or agents with regard to the subject matter hereof. Both parties have carefully read and fully understand all of the provisions of this Agreement and are voluntarily entering into this Agreement.

9. Force Majeure. Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement, due in whole or in part to any cause beyond its sole control, including without limitation fire, accident, labor dispute or unrest, flood, riot, war, terrorism, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, acts of God or the civil or military authorities of the state or nature, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

10. Tax Liabilities. All taxes applicable to any amounts paid by HCDE to Contractor under this Agreement shall be Contractor's liability and HCDE shall not withhold or pay any amounts for federal, state or municipal income tax, Social Security taxes, or unemployment or worker's compensation taxes. Contractor hereby acknowledges its personal liability for the tax imposed by the Internal Revenue Code of 1986, and the payment, when applicable, of estimated quarterly taxes and the filing, when applicable, of quarterly Internal Revenue Service forms for the declaration of estimated tax by individuals. Upon request by HCDE, Contractor agrees that he will provide documentation evidencing compliance with all applicable federal, state and municipal tax laws, rules and regulations. Notwithstanding the foregoing, HCDE shall be solely responsible for all taxes associated with revenues generated from the services provided by the TennCare Eligible HCDE Students by HCDE Therapists or the Stellar Therapists and submitted to Managed Care Organizations by Contractor as a part of the Billing Services.

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11. Preservation of Records. Contractor and HCDE agree that they shall cause the healthcare records generated in connection with the services of the HCDE Therapists and Stellar Therapists to be maintained for at least seven (7) years after the furnishing of any healthcare services pursuant to this Agreement. To the extent required by applicable law, Contractor and HCDE shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary" or the Secretary's duly authorized representatives, the Comptroller General of the United States (the "Comptroller General") or the Comptroller General's duly authorized representatives, such books, documents or records as may be necessary to certify the nature and extent of the cost of any services rendered pursuant to this Agreement. All such books, documents and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access as may be required in regulations promulgated by the Secretary.

12. Notices. Any notice or other communications required or permitted hereunder shall be sufficiently given if delivered in person or sent by registered or certified mail, postage prepaid, addressed as set forth under each parties signature to this Agreement. Such notice or communication shall be deemed to have been given as of the date so delivered or mailed.

13. Governing Law and Venue. This Agreement is made and entered into the State of Tennessee and shall in all respects be interpreted, enforced, and governed under the laws of that state. Both parties agree that any litigation filed to enforce the terms of this Agreement must be filed in the Chancery Court of Hamilton County, Tennessee, and both parties hereby waive any right they otherwise have to file any such suit in Federal Court or to remove any such action to Federal Court.

14. Severability. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

15. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof. It is agreed that this Agreement may be modified only by written agreement, executed by both parties.

16. Assignment. Contractor shall not assign this Agreement to any other party or parties without the prior written consent of HCDE.

17. Headings. The headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.

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18. **Counterparts.** This Agreement may be executed in two counterparts, both of which shall constitute an original.

19. **Miscellaneous.** This Agreement may be amended only by written amendment executed by the parties. This Agreement will be construed in accordance with the laws of the State of Tennessee. Nothing in this Agreement may be construed as restricting or prohibiting the Provider from the development of his or her private professional practice. The District may revise operational procedures from time to time. Such revisions shall become effective upon written notice and shall not require amendment of this Agreement unless they materially alter compensation or the scope of services.

EXECUTION OF AGREEMENT, the parties have executed this Agreement as of the date last below written.

VENDOR: STELLAR THERAPY, LLC

Signed by:
Melissa Christopher 07/24/2026
609F47641538488...

Signature **Date**

Melissa Christopher

Printed Name

OWNER

Title

HAMILTON COUNTY DEPARTMENT OF EDUCATION:

Signed by:
Joe Smith 07/24/2026
A11684E245B840D...

Signature **Date**

Joe Smith

Printed Name

HCDE School Board Chairman

Title

Docusign Envelope ID: C583EF0D-1B2D-8213-82EB-FB6E317E16D2

HCS Performance Standards

School-Based Related Services

These standards are subject to and shall be read in conjunction with Hamilton County Schools' Contracted Vendor Procedures.

I. Professional Qualifications & Compliance

The Contractor shall ensure that all personnel assigned to provide services under this Agreement possess and maintain all licenses, certifications, registrations, background clearances, and professional qualifications required by federal law, Tennessee law, applicable licensing boards, and Hamilton County Schools.

Contractor personnel shall comply with IDEA, Section 504 when applicable, Tennessee special education rules, State Board Rules, professional standards of practice, applicable codes of ethics, Board policy, and District procedures.

The Contractor shall notify HCDE promptly of any change in licensure, certification, clearance status, employment status, or other circumstance that may affect a provider's ability to deliver services under this Agreement.

II. Service Delivery & IEP Implementation

The Contractor shall ensure services are provided in accordance with each student's Individualized Education Program (IEP) and in support of HCDE's obligation to provide a free appropriate public education (FAPE).

Contractor personnel shall:

- Deliver services in the frequency, duration, location, and service delivery model specified in the student's IEP.
- Implement related service goals, objectives, accommodations, supports, and recommendations within the scope of the provider's professional role.
- Provide services consistent with professional standards of practice.
- Collaborate with District staff to support access, participation, progress, and continuity of services.
- Notify HCDE of any concern affecting implementation of the student's IEP.

III. Evaluations, Reevaluations & Educational Team Participation

The Contractor shall ensure assigned personnel participate in evaluations, reevaluations, eligibility determinations, IEP development, and educational team processes as requested by HCDE.

Contractor personnel shall:

- Conduct evaluations and reevaluations consistent with Tennessee eligibility standards, IDEA requirements, professional standards, and District procedures.
- Prepare complete evaluation reports in District-approved formats.
- Participate in IEP Team meetings, eligibility meetings, reevaluation meetings, manifestation determination meetings, consultation meetings, and other meetings requested by HCDE.
- Provide current data, progress summaries, observational information, present levels, and recommendations regarding continuation, modification, or discontinuation of services.

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- Complete required District forms and written input within established timelines.

HCDE retains responsibility for educational decisions made through the IEP Team process.

IV. Documentation, Progress Monitoring & Educational Records

The Contractor shall ensure that all services are supported by complete, accurate, and timely documentation.

Contractor personnel shall:

- Collect and maintain ongoing data aligned to IEP goals and service needs.
- Maintain service logs documenting services provided.
- Complete progress reports in accordance with District timelines.
- Maintain documentation sufficient to demonstrate IEP implementation, student progress, and compliance with this Agreement.
- Submit documentation in District-approved systems and formats.
- Provide documentation necessary to support Medicaid/TennCare claiming, compliance monitoring, auditing, and payment.

All records generated under this Agreement are educational records of HCDE and shall remain accessible to the District.

Failure to maintain documentation sufficient to support services billed may result in delayed or withheld payment.

V. Communication & Collaboration

The Contractor shall ensure assigned personnel communicate and collaborate with District staff, parents, school administrators, teachers, case managers, evaluators, and other educational team members as needed to support student services.

Contractor personnel shall:

- Respond to District communications within timelines established by District procedures.
- Notify HCDE promptly of service interruptions, attendance concerns, student progress concerns, documentation concerns, staffing changes, recommendations for reevaluation or dismissal of related services, or other issues affecting service delivery.
- Collaborate with school teams to support implementation of IEP services.
- Communicate professionally and consistently with parents and District staff.

VI. Administrative Program Management

The Contractor shall provide administrative program management necessary to support efficient, timely, and compliant delivery of school-based related services.

Administrative program management includes, but is not limited to:

- Assigning qualified personnel based on student needs, provider qualifications, workload, school location, and service requirements.
- Coordinating schedules to support timely service delivery and minimize unnecessary travel.

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- Maintaining systems to support caseload management, provider assignments, service documentation, billing, reporting, and District communication.
- Monitoring staffing assignments and coordinating replacement personnel when needed to minimize service interruptions.
- Supporting provider participation in required meetings.
- Conducting internal administrative reviews to support timely completion of documentation, progress reports, evaluations, and service logs.
- Providing HCDE with operational reports or other reasonably requested information by the District.

Administrative program management supports and coordinates and coordinate service delivery but do not replace the professional responsibilities of licensed providers for direct services, documentation, clinical decision-making, meeting participation, or compliance with professional standards.

VII. Quality Assurance, Monitoring & Corrective Action

The Contractor acknowledges that services provided under this Agreement are subject to HCDE monitoring and quality assurance review.

Monitoring may include review of:

- Service logs
- Progress data
- Evaluation reports
- Progress reports
- Billing documentation
- Licensure and credential records
- Staffing assignments
- Meeting participation
- Compliance with District procedures

The Contractor shall cooperate with HCDE monitoring, audits, data requests, compliance reviews, and quality assurance activities.

The Contractor shall promptly notify HCDE of any circumstance that may materially affect the Contractor's ability to perform its obligations under this Agreement or to provide services in accordance with applicable law, the student's IEP, or these Performance Standards.

If HCDE identifies concerns regarding performance, documentation, service delivery, billing, or compliance, HCDE may require corrective action within a timeframe established by the District. Failure to implement corrective action may constitute grounds for delayed payment, withheld payment, or termination consistent with the Agreement.

VIII. District Procedures

The Contractor shall comply with Hamilton County Schools Contracted Vendor Procedures, as amended from time to time, including procedures governing documentation, technology, confidentiality, assessment materials, therapeutic supplies, operational expectations, mileage, and other requirements applicable to contracted service providers.

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Revisions to District procedures shall not require amendment of this Agreement unless such revisions materially alter compensation or the scope of services.

Stellar Therapy Services

Company Name

Melissa Christopher, owner

Name & Title of Submitting Authorized Official

Signed by:
Melissa Christopher
609F47641538488...

07/24/2026

Signature of Authorized Official Date

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HAMILTON COUNTY SCHOOLS

3074 Claude Ramsey Parkway
Chattanooga, TN 37421

To: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

From: Dr. Blake Freeman, Chief Academic Officer
Michelle Eargle, Executive Director of Exceptional Education

Date: August 13, 2026

RE: Approve FY27 Stellar Therapy Services – Private School Contract

Board Agenda Category:

- ☑ Consent Agenda
- ☐ Action Item
- ☐ Reports and Information

Approve a professional services contract with Stellar Therapy Services for the 2026-2027 school year to provide evaluation and therapeutic services, including Speech-Language Pathology, Occupational Therapy, and Physical Therapy, in support of the District's Individuals with Disabilities Education Act (IDEA) Private Proportionate Services Program. The estimated annual contract expenditure is approximately $976,165.00 through June 30, 2027. Expenditures will be paid from budgeted IDEA Part B Private Proportionate Services funds.

Stellar Therapy Services provides specialized evaluation and related therapy services for eligible parentally placed private school students receiving services through the District's IDEA Private Proportionate Services Program. These contracted services supplement District resources and support the provision of Speech-Language, Occupational, and Physical Therapy services identified through the individualized service planning process.

Approval of this agreement will ensure the continued availability of specialized evaluation and therapeutic services necessary to meet the District's obligations under the IDEA Private Proportionate Services Program while maintaining timely access to qualified therapy providers. Funding for these services is included within the Department's approved IDEA Part B Private Proportionate Services allocation, and no additional funding is required.

Opportunity 2030 Commitment Connection

- ☑ Every Student Learns
- ☐ Every Student Belongs
- ☐ Every School Equipped
- ☐ Every Employee Valued
- ☑ Every Community Served

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HAMILTON COUNTY BOARD OF EDUCATION

EXCEPTIONAL EDUCATION DEPARTMENT

CONTRACT FOR PRIVATE AND HOME SCHOOL SPECIAL EDUCATION SERVICES

This Agreement is made and entered into as of this day by and between the Hamilton County Department of Education (hereinafter termed the Department) with its principal office at 3074 Claude Ramsey Road, Chattanooga, Tennessee 37421 and Stellar Therapy Services, LLC, (Provider), 2120 Mae Dell Road, Chattanooga, Tennessee 37421.

WHEREAS, T.C.A. § 49-10-106 provides that school districts may enter into agreements with suitable public or private agencies having appropriate programs, capacity, and competency where necessary to provide appropriate special education and related services to children with disabilities (as defined in T.C.A. § 49-10-107 (2009);

1. Services and Term. The Provider will administer speech-language evaluations and therapy to private and home school students of the Department as assigned by the responsible representative of the respective department during the 2026-2027 school year (July 17, 2026, through June 30, 2027).

2. The Department will pay the Provider for speech and language evaluations and therapeutic services provided by a Speech-Language Pathologist for eligible students enrolled in private or home schools at the rate of **$74** per hour to include direct service, documentation, meetings, travel, and planning upon receipt of the Provider's invoice identified to the particular student(s) and service rendered. When these services are provided by a Speech- Language Clinical Fellow, the hourly rate will be **$63** per hour. When these services are provided by a Speech-Language Pathology Assistant, the hourly rate will be
$50.00 per hour.

3. The Department will pay the Provider for Occupational Therapy and Physical Therapy evaluations and therapeutic services for eligible students enrolled in private or home schools at the rate of **$74** per hour to include direct service, documentation, meetings, travel, and planning upon receipt of the Provider's invoice identified to the particular student(s) and service rendered. When these services are provided by an Occupational Therapy Assistant or Physical Therapist Assistant, the hourly rate will be **$58** per hour.

4. Administrative services will be separated from the hourly rates for related services. Administrative services will be at an hourly rate of **30** per hour and not to exceed **$102,500.**

5. Total expenditures to the Department under this contract will not exceed **$976,165.00** without authorization from the HCS sponsoring department. Total expenditures

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will be adjusted, as needed, when the FY26 allocation is released. Where total expenditure is adjusted, such shall be conducted through the HCS sponsoring department following budget approval and services shall be provided at the fixed rates provided herein.

6. Materials and Supplies

A. The Vendor shall supply supplies, equipment and technology as necessary for meeting the performance standards of this Agreement and as outlined in Hamilton County District Procedures with Contract Vendors. Should the Vendor not be able to provide the required supplies, equipment, and technology laid out in these procedures in a timely manner, as determined by HCDE, then HCDE retains the right to provide the necessary supplies, equipment, and technology, and the cost of the supplied items or services shall be deducted from the monthly costs to HCDE.

7. Further Terms and Conditions

A. The Department will provide appropriate referral information and written permission for testing to the Provider immediately following assignment by the Department. The Department and the Provider will, after execution of this Agreement, establish arrangements for the prompt delivery of referrals and reports.

B. The Provider will contact the appropriate school personnel at the school where the referred student attends to make testing arrangements.

C. Upon completion of the evaluation(s), the Provider will prepare and transmit a complete report meeting the local format guidelines to the Department. These reports will be complete and will state the decision relative to ***certification*** criteria (not eligibility).

D. The Provider shall comply with IDEA, Tennessee Rules and Regulations for Special Education, applicable state guidance, and Hamilton County Schools procedures incorporated into this Agreement.

E. Turnaround time for evaluations will not exceed twenty (20) school days from the time the Provider accepts a referral until the report is sent to the Department. Any exceptions to these timelines will be reported to the Department with the reasons stated in writing. The Provider will bill the Department at the first of each month for evaluations and therapy completed during the previous month.

F. Speech/language individual and/or group therapy will be provided as deemed appropriate by the Provider. Quarterly progress reports for each student will be given by the Provider on the regularly scheduled reporting dates of the respective Department. Each service provider is responsible for generating progress reports in TN Pulse.

G. The Provider acknowledges that the District may monitor services, documentation, and compliance throughout the contract term.

H. Service Provider shall ensure that where positions are filled at the request of HCS under this Agreement, that staff provided maintain their position with minimal interruption to

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services being provided due to the position being vacated, loss of staff, or leave of absence related to staff. Where Provider fills the position and such party vacates the position for whatever reason, it shall be the responsibility of the Provider to replace the staff member in a timely and efficient manner with a preferred vacancy not to exceed 30 calendar days. The Provider shall notify the District immediately of any vacancy or anticipated interruption in staffing. Replacement personnel shall possess equivalent qualifications and shall be approved by the District prior to providing services. The District reserves the right to approve or reject assigned personnel based upon licensure, qualifications, performance, or failure to comply with District expectations.

I. Provider certifies that during all times covered by this Agreement he/she has in force professional liability insurance coverage.

J. The Provider hereby agrees to defend, indemnify and hold harmless the Department and the respective governing body thereof against any and all claims, demands, actions at law or in equity, judgments, executions, losses, liabilities, damages, expenses, including court costs and attorneys' fees, arising out of or relating to, directly or indirectly, the rendering of services by the Provider pursuant to this Agreement, including, without limitation, any claim that the Provider was negligent in any diagnosis, or in failing to diagnose properly.

K. In all matters pertaining to the records of the student maintained by the Provider, the Provider will comply with the Family Educational Rights and Privacy Act, 20 U.S.C. §1232(g) (FERPA) and the federal regulations applicable to FERPA at 34 C.F.R. Part 99 and with all state regulations relating to the privacy of such records. The Provider may make such records available to authorized personnel of the Department, including special education department staff, teachers, and other professionals for the purposes of educational planning and monitoring. Provider further agrees to notify the Department representative who referred the student for evaluation of the receipt of any subpoena or other legal process that seeks access to records of any student evaluated pursuant to this Agreement. The Department will not release records pertaining to a student's evaluation received from the Provider to any other party or agency unless the requesting entity complies with FERPA and the applicable regulations at 24 C.F.R. Part 99.

(1) The Provider is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the above-mentioned contract. This personally identifiable student and parent information may include but not be limited to: Name, Social Security Number, Telephone Numbers, Attendance Records, Disability Information, Grades, Date of Birth, Address, Race, Gender and enrollment Record.

(2) The Provider as authorized representative of the District for the sole purpose of complying with the requirements of the above contract agrees to comply fully with FERPA by maintaining the confidentiality of all student information and to use the information solely to fulfill its obligations under the above referenced contract with

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the District.

(3) The Provider agrees to destroy all confidential student information when it is no longer needed or purposes of fulfilling its obligations under the above referenced contract.

(4) The Provider understands that it may have access to student demographic data for who it does not provide direct service and acknowledges that I may not use this or any student level data for solicitation purposes. Further, the Provider understands that it will be held liable for breaches of confidentiality that occur due to misuse of data.

(5) All educational records created under this Agreement remain the property of Hamilton County Schools.

L. Provider represents that each Speech/Language Pathologist, Occupational Therapist and Physical Therapist contracted with are in good standing with the State of Tennessee and that as of the date of the execution of this Agreement, he/she has not been convicted of a felony and that no disciplinary charges have been filed against him/her with the State Board of Examiners for Speech Pathology and Audiology and the Board of the American Speech and Hearing Association. Provider further agrees to report to the Department immediately the filing of any disciplinary charges against him/her with the Board of the American Speech and Hearing Association and the disposition of any such disciplinary charges. The Provider further agrees to cooperate with the Department in any background investigation undertaken by or on behalf of the Department.

M. The Provider shall maintain complete, accurate, and contemporaneous documentation sufficient to demonstrate that services were provided in accordance with each student's Individual Services Plan (ISP) and this Agreement. Such documentation shall include, at a minimum, service logs, progress monitoring data, progress reports, evaluation reports, and other documentation reasonably required by the Department. Documentation shall be maintained in the format and manner required by the Department and submitted upon request or as otherwise required for billing, compliance monitoring, auditing, or student record purposes. Failure to maintain sufficient documentation may result in withholding of payment.

N. The Provider acknowledges that all services provided under this Agreement are subject to monitoring by the Department. The Department may review service logs, progress documentation, licensure and credential records, billing records, and other documentation reasonably necessary to verify compliance with this Agreement and applicable federal and state law. The Provider agrees to cooperate with such monitoring and to provide requested documentation within timelines established by the Department.

O. If the Department determines that the Provider is not performing in accordance with this Agreement or HCS Performance Standards for Parentally Placed Private

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School and Home School Services, the Department may require the Provider to implement a corrective action plan within a timeframe established by the Department. Failure to satisfactorily implement corrective action may constitute grounds for termination.

P. The Provider agrees to comply with the HCS Performance Standards-Parentally Placed Private School & Home School Services which are incorporated into and made part of this Agreement. The Department may revise operational procedures referenced in the HCS Performance Standards from time to time, provided such revisions do not materially alter the compensation or scope of services under this Agreement.

8. Termination.

A. This Agreement may be terminated by the Department or the Provider without cause upon written notice given at least thirty (30) days before the proposed effective date of such termination. In the event of termination by the Department, the Provider shall be entitled to receive compensation as outlined in this Agreement for any evaluations satisfactorily completed as of the termination date. This Agreement may also be terminated immediately by the Department upon written notice for the following reasons:

B. Failure of the Provider to comply with all applicable rules, regulations and procedures (state, federal and local) pertinent to the performance of services for the Department under this Agreement.

C. Failure of the Provider to: Agree to the release of all investigative release records to the board for examination for the purpose of verifying the accuracy of criminal violation information as required by Sec. 49-5-406(a)(1)(A); and (2) Supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation (TBI) and the Federal Bureau of Investigation (FBI) prior to permitting the person to have contact with children or enter school grounds. The employee and/or applicant shall pay the cost for the criminal background check.

D. Failure of the Provider to comply with any obligation under this Agreement.

E. The Provider offering or rendering any services to students for compensation under this Agreement unless the student was specifically referred by the Department for services under this Agreement.

F. Failure of the Provider to provide proof of coverage under a valid policy of professional liability insurance, with all required endorsements, within thirty (30) days after the effective date of this Agreement.

G. This contract is contingent upon the contractor providing proof of insurance with coverage and limits satisfactory to the Department of Education's Office of Risk Management.

H. Upon request or termination of this Agreement, the Provider shall immediately

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return all District property and records.

9. Federal Provisions

A. The services being requested and the associated Agreement are funded in whole or in part with Federal funds in addition to general funds of the Department. As such, the applicable federal provisions of Appendix II, supported and enforced by the 2 CFR Part 200.327, and provided within the Funding Notice & Provisions section shall apply to the Agreement and where/as applicable to the Work performed.

10. Miscellaneous

A. This Agreement may be amended only by written amendment executed by the parties. This Agreement will be construed in accordance with the laws of the State of Tennessee. Nothing in this Agreement may be construed as restricting or prohibiting the Provider from the development of his or her private professional practice. The District may revise operational procedures from time to time. Such revisions shall become effective upon written notice and shall not require amendment of this Agreement unless they materially alter compensation or the scope of services.

B. District Procedures: The Contractor shall comply with Hamilton County Schools Contracted Vendor Procedures, as amended from time to time, including procedures governing documentation, technology, confidentiality, assessment materials, therapeutic supplies, operational expectations, mileage, and other requirements applicable to contracted service providers. Revisions to District procedures shall not require amendment of this Agreement unless such revisions materially alter compensation or the scope of services.

EXECUTION OF AGREEMENT, the parties have executed this Agreement as of the date last below written.

VENDOR: STELLAR THERAPY, LLC

Signed by:
Melissa Christopher 07/24/2026
809F47041536486...

Signature **Date**

Melissa Christopher

Printed Name

Owner

Title

HAMILTON COUNTY DEPARTMENT OF EDUCATION:

Signed by:
Joe Smith 07/24/2026
A11684E245B840D...

Signature **Date**

Joe Smith

Printed Name

HCDE School Board Chairman

Title

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EXHIBIT A

FUNDING NOTICE & PROVISIONS

NOTICE: the services being requested and the associated Agreement are funded in whole or in part with Federal funds in addition to general funds of the agency. As such, the applicable federal provisions of Appendix II, supported and enforced by the 2 CFR Part 200.327, and provided within this Funding Notice & Provisions section shall apply to the Agreement and where/as applicable to the Work performed.

Provider agrees, through signature and certification provided below, to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated herein and further agrees to incorporate all such clauses, provisions, and regulations into any sub-contracted agreements or equivalent business relationships the Provider creates to support the Provider 's servicing to HCS.

When the funding source or the applicability of any provision provided herein is not clear, it shall be the sole responsibility of the Provider to clarify any such items with the HCS authorized Project Manager or Sponsoring Department prior to omitting or not performing any action or requirement.

Stellar Therapy Services

Company Name

Melissa Christopher, Owner

Name & Title of Submitting Authorized Official

Signed by:
Melissa Christopher 07/24/2026
609F47641538488...

Signature of Authorized Official Date

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HCS Performance Standards
Parentally Placed Private School & Home School Services

These standards are subject to and shall be read in conjunction with Hamilton County Schools' Contracted Vendor Procedures.

LEA Oversight and Responsibility

Hamilton County Schools ("HCDE"), as the local educational agency (LEA), retains overall responsibility for ensuring compliance with the Individuals with Disabilities Education Act (IDEA), Tennessee special education laws and regulations, and other applicable legal requirements governing the provision of equitable services to parentally placed private school and home school students with disabilities.

Services provided under this Agreement are performed on behalf of HCDE and in collaboration with HCDE staff. Nothing in this Agreement shall be construed to delegate or transfer the LEA's legal responsibilities under IDEA or to alter the responsibilities of the evaluation team, eligibility team, or Individual Services Plan (ISP) Team established by applicable law.

The Contractor shall provide timely services, discipline-specific evaluations, recommendations, documentation, administrative coordination, and other contracted support necessary to assist HCDE and the applicable teams in carrying out their responsibilities. HCDE shall maintain ongoing oversight of the Contractor's performance and remain responsible for ensuring compliance with all applicable legal requirements.

I. Professional Qualifications & Compliance

The Contractor shall ensure that all personnel assigned under this Agreement possess and maintain all licenses, certifications, registrations, background clearances, and professional qualifications required by federal law, Tennessee law, applicable licensing boards, and Hamilton County Schools.

Contractor personnel shall comply with IDEA, Tennessee special education laws and regulations, applicable professional standards of practice, professional codes of ethics, Board policy, District procedures, and requirements governing equitable services for parentally placed private school and home school students.

The Contractor shall notify HCDE promptly of any change affecting a provider's licensure, certification, employment status, or ability to provide services under this Agreement.

II. Service Delivery & ISP Implementation

The Contractor shall provide related services in accordance with each student's Individual Services Plan (ISP) and in support of HCDE's equitable services program.

Contractor personnel shall:

- Deliver services in the frequency, duration, location, and service delivery model identified in each student's ISP.

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- Implement discipline-specific goals, accommodations, recommendations, and related services contained within the ISP.
- Deliver services consistent with applicable professional standards of practice.
- Collaborate with HCDE regarding concerns affecting implementation of a student's ISP.
- Support continuity of services through timely communication and coordination with HCDE, parents, and private school personnel, as appropriate.

III. Evaluations, Reevaluations, ISP Development & Educational Team Participation

The Contractor shall provide discipline-specific evaluation services and actively participate in the evaluation, eligibility, reevaluation, and ISP processes as requested by HCDE.

Contractor personnel shall:

- Conduct discipline-specific evaluations and reevaluations assigned by HCDE.
- Prepare discipline-specific evaluation reports, reevaluation summaries, recommendations, and supporting documentation.
- Prepare discipline-specific components of Individual Services Plans, including present levels of performance, annual goals, progress summaries, related service recommendations, and other supporting documentation necessary to assist the ISP Team.
- Participate in eligibility meetings, ISP meetings, reevaluation meetings, consultation meetings, and other meetings requested by HCDE.
- Provide recommendations regarding initiation, continuation, modification, or discontinuation of related services.
- Complete District-required forms and documentation within established timelines.

HCDE retains responsibility for Child Find activities, initial comprehensive evaluations, evaluations for newly suspected disabilities, LEA representation, and compliance with IDEA requirements. Evaluation teams, eligibility teams, and ISP Teams retain their respective responsibilities established under applicable law.

IV. Documentation, Progress Monitoring & Educational Records

The Contractor shall ensure that all services are supported by complete, accurate, and timely documentation.

Contractor personnel shall:

- Maintain ongoing progress monitoring data aligned with ISP goals.
- Maintain complete service logs documenting services provided.
- Prepare progress reports in accordance with District timelines.
- Maintain documentation sufficient to demonstrate implementation of the ISP and student progress.
- Submit documentation in District-approved systems and formats.
- Provide documentation necessary to support compliance monitoring, auditing, billing, and payment.

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All records generated under this Agreement shall be maintained as educational records of HCDE and shall be made available to the District upon request.

Failure to maintain documentation sufficient to support services billed may result in delayed or withheld payment.

V. Communication & Collaboration

The Contractor shall maintain effective communication and collaboration with HCDE personnel, parents, private school officials, therapists, evaluators, and other educational team members.

Contractor personnel shall:

- Respond to District communications within timelines established by District procedures.
- Notify HCDE promptly regarding:
    - anticipated interruptions in services;
    - staffing changes;
    - licensure changes;
    - attendance concerns;
    - student progress concerns;
    - recommendations for reevaluation or discharge; and
    - other issues affecting implementation of the ISP.
- Collaborate with HCDE to support continuity of services and effective implementation of equitable services.

VI. Administrative Program Management

The Contractor shall provide administrative program management necessary to support efficient, timely, and compliant delivery of HCDE's parentally placed private school and home school related services program.

Administrative program management includes, but is not limited to:

Caseload & Staffing Management

- Assigning therapists based upon student needs, professional qualifications, workload, geographic efficiency, and service requirements.
- Monitoring staffing assignments and coordinating replacement personnel when necessary to minimize service interruptions.

Scheduling & Service Coordination

- Coordinating services for students attending private schools and students educated at home.
- Coordinating therapist schedules to maximize efficiency while minimizing unnecessary travel.
- Coordinating therapist participation in ISP meetings, reevaluation meetings, and other meetings requested by HCDE.

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Administrative Systems

- Maintaining systems necessary to support caseload management, therapist assignments, documentation, reporting, billing, and District communication.
- Maintaining tracking systems necessary to support referrals, evaluations, ISPs, service implementation, and required reporting.

Quality Monitoring

- Conducting internal administrative reviews to support timely completion of documentation, progress reports, evaluations, and required records.
- Monitoring implementation of contracted services and communicating concerns affecting service delivery.

Program Support

- Assisting HCDE in coordinating implementation of its equitable services program.
- Supporting efficient use of available proportionate share resources through effective staffing, scheduling, and program coordination.
- Providing operational reports and other information reasonably requested by HCDE.

Administrative program management supports and coordinates service delivery but does not replace the professional responsibilities of licensed providers, the responsibilities of HCDE as the LEA, or the responsibilities of evaluation, eligibility, and ISP Teams established under applicable law.

VII. Quality Assurance, Monitoring & Corrective Action

The Contractor acknowledges that services provided under this Agreement are subject to ongoing monitoring by HCDE.

Monitoring may include review of:

- service logs;
- progress monitoring data;
- evaluation reports;
- ISP documentation;
- billing documentation;
- staffing assignments;
- licensure and credential records;
- participation in meetings;
- administrative records supporting program implementation; and
- compliance with District procedures.

The Contractor shall cooperate with HCDE monitoring, audits, compliance reviews, data requests, and quality assurance activities.

The Contractor shall promptly notify HCDE of any circumstance that may materially affect the Contractor's ability to perform its obligations under this Agreement or to provide services in accordance with applicable law, the student's ISP, or these Performance Standards.

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If HCDE identifies concerns regarding documentation, service delivery, staffing, billing, or contract compliance, HCDE may require corrective action within a timeframe established by the District. Failure to implement corrective action may constitute grounds for delayed payment, withheld payment, or termination consistent with the Agreement.

VIII. District Procedures

The Contractor shall comply with Hamilton County Schools Contracted Vendor Procedures, as amended from time to time, including procedures governing documentation, technology, confidentiality, assessment materials, therapeutic supplies, operational expectations, scheduling, and other requirements applicable to contracted service providers.

Revisions to District procedures shall not require amendment of this Agreement unless such revisions materially alter compensation or the scope of services under this Agreement.

Stellar Therapy Services

Company Name

Melissa Christopher, Owner

Name & Title of Submitting Authorized Official

Signed by:
Melissa Christopher
609F47641538488...

07/24/2026

Signature of Authorized Official Date

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CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds. Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal 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 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards and that all sub recipients shall certify and disclose accordingly to undersigned.

Stellar Therapy Services

Company Name

Signed by:
Melissa Christopher
609F47641538488...

07/24/2026

Signature of Authorized Official Date

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Complete as applicable only.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action:
- ☐ a. contract
- ☒ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. * Status of Federal Action:
- ☐ a. bid/offer/application
- ☒ b. initial award
- ☐ c. post-award

3. * Report Type:
- ☒ a. initial filing
- ☐ b. material change

4. Name and Address of Reporting Entity:

☒ Prime ☐ SubAwardee

* Name
* Street 1 Street 2
* City State Zip
Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:

7. * Federal Program Name/Description:

CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name
* Last Name Suffix
* Street 1 Street 2
* City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name
* Last Name Suffix
* Street 1 Street 2
* City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* Signature:

*Name: Prefix * First Name Middle Name
* Last Name Suffix

Title: Telephone No.: Date:

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

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Attachment: Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the Provider. Further, Provider is required to enroll in the E-Verify program where the business meets E-Verify parameters, and provide acceptable evidence of their enrollment, upon request by HCS personnel. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company.

HCS will not intentionally award HCS contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

HCS may consider the employment by any Vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by HCS.

Provider attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at any time upon request by HCS.

Stellar Therapy Services

Company Name

Melissa Christopher, Owner

Name & Title of Submitting Authorized Official

Signature of Authorized Official Signed by: Melissa Christopher 609F47641538488... Date 07/24/2026

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FUNDING PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY:

1.1. During the performance of this contract, the contractor agrees as follows:

A. The Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Provider will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who

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do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Provider 's legal duty to furnish information.

D. The Provider will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Provider 's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Provider 's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Provider may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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H. The Provider will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Provider . The Provider will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Provider becomes involved in, or is threatened with, litigation with a sub-Provider as a result of such direction, the Provider may request the United States to enter into such litigation to protect the interests of the United States.

2. MAINTENANCE OF RECORDS:

2.1. The Provider will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the Provider for a minimum of seven (7) years from the date of termination of this agreement, or for such period is required by law.

2.2. Provider shall provide, when requested, access by HCS, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Provider which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

2.3. Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

2.4. Provider agrees to provide the Grant Agency Administrator or his authorized

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representatives' access to construction or other work sites pertaining to the work being completed under the contract.

2.5. Provider shall retain all records associated with this Agreement for a period of no less than seven (7) years after final payments and all other pending matters are closed.

2.6. HCS and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as HCS deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the Provider and at the expense of HCS.

3. DHS SEAL, LOGO, AND FLAGS

3.1. The Provider shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Grant Agency pre-approval.

4. LOCAL VENDOR PREFERENCE EXCLUSION

4.1. Local Vendor Preference is not applicable to this Agreement and subsequent contract and/or purchase order(s).

5. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS

5.1. This is an acknowledgment that Grant Agency financial assistance will be used only to fund the services requested. The Provider will comply with all applicable federal law, regulations, executive orders, Grant Agency policies, procedures, and directives.

6. NO OBLIGATION BY THE FEDERAL GOVERNMENT

6.1. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Provider, or any other party pertaining to any matter resulting from the Agreement.

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7. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS

7.1. The Provider acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Provider s actions pertaining to this Agreement.

8. SUBCONTRACTS

8.1. The selected firm must require compliance with all federal requirements of all sub-Provider s performing work for Prime Provider under this Agreement, by including these federal requirements in all contracts with sub-Provider s.

9. CONFLICT OF INTEREST:

9.1. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from Provider s or parties to subcontracts.

10. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY):

10.1. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the united States; it is not a substitute for any other employment eligibility verification requirements.

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10.2. Sub-Provider requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to sub-Provider s.

10.3. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

10.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: http://www.dhs.gov/E-Verify.

11. ENERGY POLICY AND CONSERVATION ACT

11.1. Provider must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

12. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322)

12.1. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its Grant Agency award, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that Provider should review.

12.2. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous

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metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES (2 C.F.R. § 200.216)

13.1. 2 C.F.R. § 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. See Prohibitions on Expending Grant Agency Award Funds for Covered Telecommunications Equipment or Services- Interim Policy for additional information.

14. TERMINATION FOR CAUSE AND/OR CONVENIENCE:

14.1. HCS, by written notice to the Provider, may terminate this Agreement with or without cause (for convenience), in whole or in part, when HCS determines in its sole discretion that it is in HCS's best interest to do so. In the event of termination, the Provider will not incur any new obligations for the terminated portion of the Agreement after the Provider has received notification of termination.

14.2. If the Agreement is terminated before performance is completed, the Provider shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of HCS and shall be turned over promptly by the Provider.

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15. SUSPENSION AND DEBARMENT

15.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Provider is required to verify that none of the Provider, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).

15.2. The Provider must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

15.3. This certification is a material representation of fact relied upon by the awarded Provider. If it is later determined that the Provider did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to HCS, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

15.4. The Provider agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

16. RECOVERED MATERIALS

16.1. In the performance of this contract, the Provider shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or

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- At a reasonable price.

16.2. Information about this requirement is available EPA'S Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/ The list of EPA- designate items is available at http://www.epa.gov/cpg/products/htm

17. REMEDIES

17.1. In the event the Provider fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, HCS may, upon written notice to the Provider and upon the Provider 's failure to cure within the specified timeframe, exercise any one or more of the following remedies, either concurrently or consecutively:

17.1.1. Withhold or suspend payment of all or any part of a request for payment.

17.1.2. Require that the Provider refund to HCS any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

17.1.3. Exercise any corrective or remedial actions, to include but not be limited to:

17.1.4. Requesting additional information from the Provider to determine the reasons for or the extent of non-compliance or lack of performance;

17.1.5. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;

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17.1.6. Advising the Provider to suspend, discontinue or refrain from incurring costs for any activities in question; or

17.1.7. Requiring the Provider to reimburse HCS for the amount of costs incurred for any items determined to be ineligible.

18. OTHER REMEDIES AND RIGHTS:

18.1. Pursuing any of the above remedies will not keep HCS from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If HCS waives any right or remedy in this Agreement or fails to insist on strict performance by the Provider , it will not affect, extend or waive any other right or remedy of HCS, or affect the later exercise of the same right or remedy by HCS for any other default by the Provider .

18.2. Unless otherwise provided by the Contract, all claims, counter-claims, disputes and other matters in question between HCS and the Provider arising out of or relating to the Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Tennessee law. If such dispute is in state court, venue shall be in the courts of Hamilton County.

19. CONTRACT WORK HOURS & SAFETY STANDARDS: For Agreements exceeding $100,000 with use of mechanics or laborers.

19.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less

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than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

19.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

19.3. Withholding for unpaid wages and liquidated damages. The State of Tennessee Division of Emergency Management or equivalent office shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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19.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

20. CLEAN AIR ACT: For Agreements exceeding $150,000.

20.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

20.2. The contractor agrees to report each violation to the Grant Agency and the Regional Office of the Environmental Protection Agency and understands and agrees that the Grant Agency and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to HCS, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

20.3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by Grant Agency.

21. FEDERAL WATER POLLUTION CONTROL ACT

21.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

21.2. The contractor agrees to report each violation to the Grant Agency and the Regional Office of the Environmental Protection Agency and understands and agrees that the

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Grant Agency and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to HCS, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

21.3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by Grant Agency.

22. BYRD ANTI-LOBBYING AMENDMENT:

22.1. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. Provider s who apply or bid for an award of $100,000 or more shall file the required certification.

23. CONTRACT CHANGES OR MODIFICATIONS

23.1. No alterations, amendment, changes, modifications or additions to any contract resulting from this bid shall be binding on HCS without the prior written approval of HCS.

24. RIGHTS TO INVENTIONS MADE UNDER AN AGREEMENT

24.1. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and HCS enters into a contract with a small business firm or nonprofit

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organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Agreement must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations.

25. CIVIL RIGHTS ASSURANCE STATEMENT

25.1. The vendor hereby agrees that it will comply with:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
2. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
4. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
5. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
6. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
7. Where USDA applies: All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
8. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
9. Where USDA applies: Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.

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10. Where USDA applies: The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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HAMILTON COUNTY SCHOOLS

3074 Claude Ramsey Parkway
Chattanooga, TN 37421

To: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

From: Dr. Blake Freeman, Chief Academic Officer
Michelle Eargle, Executive Director of Exceptional Education

Date: August 13, 2026

RE: Approve FY27 Stellar Therapy Services – TennCare & Medicaid Services

Board Agenda Category:

- ☑ Consent Agenda
- ☐ Action Item
- ☐ Reports and Information

Approve a professional services agreement with Stellar Therapy Services, LLC to provide TennCare and Medicaid administrative billing and claims management services for the 2026-2027 school year through June 30, 2027. The agreement provides vendor compensation in the amount of twenty percent (20 %) of total revenues received in connection to services provided. Any expenditures will be paid from budgeted General Purpose or applicable IDEA funds.

Services under this Agreement will provide administrative services supporting the District's TennCare and Medicaid reimbursement program for eligible services. Services include claims preparation and submission, provider credentialing support, documentation management, compliance monitoring, reimbursement reporting, quality assurance, staff training, and administrative oversight necessary to maximize reimbursement for eligible Speech-Language Pathology, Occupational Therapy, Physical Therapy, Board Certified Behavior Analyst (BCBA), and other eligible services provided to TennCare-enrolled students.

Approval of this agreement will ensure Hamilton County Schools continues to efficiently administer its TennCare and Medicaid reimbursement program, maximize eligible federal and state reimbursement revenues, and maintain compliance with applicable billing requirements. This agreement supports the District's ongoing ability to recover eligible costs associated with providing special education services to students while strengthening the financial sustainability of Exceptional Education programs.

Opportunity 2030 Commitment Connection

- ☑ Every Student Learns
- ☐ Every Student Belongs
- ☐ Every School Equipped
- ☐ Every Employee Valued
- ☑ Every Community Served

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HAMILTON COUNTY BOARD OF EDUCATION
EXCEPTIONAL EDUCATION DEPARTMENT
CONTRACT FOR STELLAR MEDICAID REIMBURSEMENT

This Agreement is made and entered into as of this day by and between the Hamilton County Department of Education (hereinafter termed the Department) with its principal office at 3074 Claude Ramsey Road, Chattanooga, Tennessee 37421 and Stellar Therapy Services, LLC, (Provider), 2120 Mae Dell Road, Chattanooga, Tennessee 37421.

WITNESSETH

WHEREAS, the Interagency Agreement entered into by the Tennessee Board of Education (DOE), the Tennessee Department of Finance and Administration (TDFA)/Bureau of TennCare, and seven other state agencies, on July 1, 2009, allows local education agencies (LEA) to seek and obtain reimbursement from TennCare Managed Care Contractors (MCCs) for services provided under the Individuals with Disabilities Act (IDEA) to TennCare eligible students;

WHEREAS, SCHOOL DISTRICT desires that Contractor provide certain billing and related administrative services in connection with certain healthcare services described herein and to the extent covered by IDEA and provided to SCHOOL DISTRICT students who are TennCare enrollees and eligible to receive such healthcare services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, SCHOOL DISTRICT and Contractor hereby agree as follows:

1. **Term.** The term of this Agreement shall be from August 1, 2026 through June 30, 2027.

2. **Administrative Services**

(a) Contractor shall provide the following services to SCHOOL DISTRICT during the term of this Agreement (the "Administrative Services"):

1) On behalf of SCHOOL DISTRICT, Contractor shall prepare and submit to appropriate Managed Care Organizations (as defined under TennCare) all claims for speech and language services, occupational therapy services, physical therapy services, BCBA services, and any other identified eligible services that are provided to TennCare Eligible SCHOOL DISTRICT Students either by service providers who are directly employed by SCHOOL DISTRICT ("SCHOOL DISTRICT Therapists") or who have a current contract with BOARD OF EDUCATION ("Contract Therapists"). The parties acknowledge and agree that Contractor shall bill only for the foregoing services to the extent they are covered by IDEA and provided to SCHOOL DISTRICT students who are TennCare enrollees and eligible to receive such healthcare services ("TennCare Eligible SCHOOL DISTRICT Students").

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2) Assist in obtaining billing numbers for SCHOOL DISTRICT Therapists and Contract Therapists, including the acquiring and maintaining of required credentials associated with healthcare services provided to TennCare Eligible SCHOOL DISTRICT Students and billed by Contractor hereunder.
3) On behalf of all SCHOOL DISTRICT Therapists and to the extent determined reasonable by Contractor, pay required professional organization dues, state health licensure fees, professional privilege taxes, and fees related to obtaining billing numbers for SCHOOL DISTRICT Therapists.
4) Provide and maintain online documentation system for Speech Therapy, Occupational Therapy, and Physical Therapy services. Provide user trainings, administrator trainings, and help desk support as needed.
5) Train SCHOOL DISTRICT Therapists and Contract Therapists as needed on documentation and clinical requirements related to Administrative Services.
6) Review and assist SCHOOL DISTRICT in the identification of appropriate notices and consents required to be provided students (or their parents or legal guardians) under applicable healthcare privacy laws.
7) Accumulate process and submit encounter information for reimbursement.
8) Provide monthly management reports to SCHOOL DISTRICT with claim and reimbursement information.
9) Perform quality assurance reviews related to compliance with State and Federal regulations with results available to SCHOOL DISTRICT.
10) Ensure that all consents and physicians' orders on behalf of the TennCare Eligible SCHOOL DISTRICT Students are in place in order for Contractor to bill for services provided thereto.

(b) Upon the date of expiration or termination of this Agreement for any reason (the "Termination Date"), Contractor shall have the option to bill exclusively for all claims for services provided to Eligible SCHOOL DISTRICT Students by SCHOOL DISTRICT Therapists or Contracted Therapists having dates of service on or prior to the Termination Date (the "Pre-Termination Charges"). This option shall conclusively be deemed to have been exercised by Contractor unless Contractor notifies SCHOOL DISTRICT on or prior to the Termination Date that it has elected not to exercise this option. If Contractor exercises such option, Contractor shall bill exclusively for all Pre-Termination Charges and provide standard reports in connection therewith for a period of up to one hundred twenty (120) days following the Termination Date (the "Post-Termination Period"). Contractor shall have the right to reduce the duration of the Post-Termination Period at any time by providing written notice to SCHOOL DISTRICT specifying the shorter Post-Termination Period. Contractor shall continue to receive its monthly Administrative Services Fee on all Pre-Termination Charges collected during the Post-Termination Period. Upon expiration of the Post-termination Period, Contractor shall cease providing the Post-Termination Services to SCHOOL DISTRICT.

(c) The parties agree to work together in good faith to address issues arising under applicable state and federal laws, policies, procedures and requirements pertaining to the Administrative Services, so that the Administrative Services shall be structured and performed in accordance with such laws.

(d) All revenue and income resulting from the Administrative Services hereunder shall belong to and accrue to the benefit of SCHOOL DISTRICT, unless otherwise agreed by the parties, provided, however, that Contractor

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shall be entitled to a lien on any revenue or income otherwise due HCDE to the extent of any unpaid Billing Services as described within this agreement or any Therapy Services as described in separate agreement between the parties, that are more than 30 days late. The parties shall work together to establish appropriate accounts into which such revenues shall be deposited in order to comply with applicable laws.

(e) During the term of this Agreement, SCHOOL DISTRICT will not use the services of any other billing or claims processing companies for the purpose of submitting claims for services performed by SCHOOL DISTRICT employees or Contract Employees for TennCare Eligible SCHOOL DISTRICT Students.

3. Compensation.

a) In consideration for the Administrative Services provided by Contractor SCHOOL DISTRICT agrees to pay Contractor a Fee equal to twenty percent (20%) of total revenues received in connection to services provided by SCHOOL DISTRICT employees or contracted employees to eligible HCDE students during the term of the agreement.

b) Contractor shall invoice SCHOOL DISTRICT on a monthly basis for the Fees under this Agreement, and SCHOOL DISTRICT shall be responsible for paying all Fees upon of receipt of Contractor's invoice therefor.

c) The parties represent and warrant to the other that all compensation payable to Contractor by SCHOOL DISTRICT hereunder has been determined in arms-length bargaining and is consistent with fair market value. Furthermore, the parties represent and warrant that all compensation hereunder was not determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties.

4. FERPA Compliance.

SCHOOL DISTRICT and Contractor shall comply with the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (34 C.F.R. 99). Contractor warrants that it is familiar with requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Contractor agrees to cooperate with SCHOOL DISTRICT as required by FERPA and its regulations in the performance of its duties in this contract. Contractor agrees to maintain the confidentiality of all education records and student information and use such records and information for the exclusive purpose of performing its duties in this contract (See Attachment).

5. SCHOOL DISTRICT RESPONSIBILITIES.

(a) SCHOOL DISTRICT agrees to provide or cause to be provided to Contractor timely, accurate, complete and up-to-date information required by Contractor to perform the Administrative Services, which information may include without limitation demographic, charge, diagnosis, patient or treatment related information. SCHOOL DISTRICT represents and warrants that all clinical documentation provided to Contractor will be true, accurate and complete and up-to-date at the time of provision. SCHOOL DISTRICT will notify Contractor when it becomes aware that any inaccurate or incomplete information has been supplied to Contractor, including but not

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limited to errors that may affect CPT codes or ICD-10 codes or their equivalents. SCHOOL DISTRICT shall notify Contractor promptly of all non-chargeable patient visits or services.

(b) SCHOOL DISTRICT represents and warrants that the SCHOOL DISTRICT Therapists will perform their services in accordance with standards adopted by the governing bodies of their specialty and that such services are and will be medically necessary, usual, customary and reasonable.

(c) SCHOOL DISTRICT acknowledges that the timing and amount of collections generated by the Administrative Services are subject to numerous variables, and that SCHOOL DISTRICT's failure to comply with the requirements of this Agreement may materially interfere with the Administrative Services. SCHOOL DISTRICT additionally acknowledges that Contractor's ability to perform the Administrative Services may be affected by the inability or failure of third party payors beyond the control of Contractor to accurately process data, complete provider enrollment or credentialing on a timely basis, or adopt systems to comply with requirements imposed by federal or state laws.

(d) If Contractor exercises its option to perform Post-Termination Services, then SCHOOL DISTRICT shall ensure that it provides to Contractor all data and back-up information pertaining to the Pre-Termination Charges promptly after receipt thereof. The parties acknowledge that Contractor cannot properly provide the Post-Termination Services without such data and information.

6. **Professional Liability Insurance.** With respect to the Stellar Therapists, Contractor will provide proof of insurance with coverage and limits satisfactory to SCHOOL DISTRICT's Office of Risk Management.

7. **Acknowledgments.**

(a) Contractor and SCHOOL DISTRICT acknowledge and agree that Contractor will act as an independent contractor in the performance of the Services, and that this Agreement shall not be deemed to create an agency, employment, partnership or joint venture relationship between SCHOOL DISTRICT and Contractor. In that regard, while Contractor is subject to general terms and conditions in connection with the performance of the Services, Contractor and SCHOOL DISTRICT acknowledge that Contractor shall, at all times, exercise independent discretion and control over the performance of the Services.

(b) Contractor and SCHOOL DISTRICT acknowledge and agree that they have had a sufficient opportunity to review the terms of this Agreement.

(c) Contractor and SCHOOL DISTRICT acknowledge and agree that in executing this Agreement it is not relying nor has it relied upon any other representation or statement made by either party or by any of either party's owners, partners, officers, employees or agents with regard to the subject matter hereof. Both parties have carefully read and fully understand all of the provisions of this Agreement and are voluntarily entering into this Agreement.

8. **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement, due in whole or in part to any cause beyond its sole control, including without limitation fire, accident, labor dispute or unrest, flood, riot, war, terrorism, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, acts of God or the civil or military authorities of the state or nature, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

Docusign Envelope ID: C583EF0D-1B2D-8213-82EB-FB6E317E16D2

9. **Tax Liabilities.** All taxes applicable to any amounts paid by SCHOOL DISTRICT to Contractor under this Agreement shall be Contractor's liability and SCHOOL DISTRICT shall not withhold or pay any amounts for federal, state or municipal income tax, Social Security taxes, or unemployment or worker's compensation taxes. Contractor hereby acknowledges its personal liability for the tax imposed by the Internal Revenue Code of 1986, and the payment, when applicable, of estimated quarterly taxes and the filing, when applicable, of quarterly Internal Revenue Service forms for the declaration of estimated tax by individuals. Upon request by SCHOOL DISTRICT, Contractor agrees that he will provide documentation evidencing compliance with all applicable federal, state and municipal tax laws, rules and regulations. Notwithstanding the foregoing, SCHOOL DISTRICT shall be solely responsible for all taxes associated with revenues generated from the services provided the TennCare Eligible SCHOOL DISTRICT Students by SCHOOL DISTRICT Therapists or the Stellar Therapists and submitted to Managed Care Organizations by contractor as a part of the Administrative Services.

10. **Preservation of Records.** Contractor and SCHOOL DISTRICT agree that they shall cause the healthcare records generated in connnection with the services of the SCHOOL DISTRICT Therapists and ContractTherapists to be maintained for at least seven (7) years after the furnishing of any healthcare services pursuant to this Agreement. To the extent required by applicable law, Contractor and SCHOOL DISTRICT shall, upon written request, make available to the Secretary of the Department of Health and Human Services (the "Secretary" or the Secretary's duly authorized representatives, the Comptroller General of the United States (the "Comptroller General") or the Comptroller General's duly authorized representatives, such books, documents or records as may be necessary to certify the nature and extent of the cost of any services rendered pursuant to this Agreement. All such books, documents and records shall be subject at all times to all applicable legal requirements, including, without limitation, such criteria and procedures for seeking and obtaining access as may be required in regulations promulgated by the Secretary.

11. **Indemnification**. Contractor agrees to protect, defend and indemnify HCDE and to hold HCDE harmless against any and all claims, demands, losses, suits or causes of action arising out of or in any way related to the performance of Contractor’s services under the terms of this Agreement including, but not specifically limited to, Contractor’s Billing Services, the Therapy Services of Stellar Therapists, or the training, supervision or retention of any of Contractor’s employees or agents; provided, however, that Contractor shall not be responsible for any claims, demands, losses, suits, or causes of action that are solely the result of any error, omission, or intentional act on the part of any HCDE employee.

12. **Notices.** Any notice or other communications required or permitted hereunder shall be sufficiently given if delivered in person or sent by registered or certified mail, postage prepaid, addressed as set forth under each parties signature to this Agreement. Such notice or communication shall be deemed to have been given as of the date so delivered or mailed.

13. **Change Of Circumstances**. In the event (i) Medicaid, TennCare, any applicable third-party payer or any federal, state or local legislative or regulatory authority establishes or has any law, rule, regulation, policy, procedure or interpretation thereof which establishes a material change or has an adverse effect in the method or amount of

Docusign Envelope ID: C583EF0D-1B2D-8213-82EB-FB6E317E16D2

reimbursement or payment for the use of or services provided to Eligible SCHOOL DISTRICT Students by SCHOOL DISTRICT Employees or Contract Employees and submitted to Managed Care Organizations by Contractor as a part of the Administrative Services, (ii) any or all of such payers/authorities establishes any law, rule, regulation, policy, procedure or interpretation thereof which establishes or creates a substantial risk of violation of any federal, state or local anti-fraud and abuse law, or (iii) any or all of such payers/authorities impose requirements which require a material change in the manner of either party's operations under this Agreement and/or the costs related thereto, then, upon the request of either party affected by any such change in circumstances or adverse effect, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days prior written notice.

14. **Governing Law.** This Agreement is made and entered into the State of Tennessee and shall in all respects be interpreted, enforced, and governed under the laws of that state.

15. **Severability.** Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

16. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof. It is agreed that this Agreement may be modified only by written agreement, executed by both parties.

17. **Assignment.** Contractor shall not assign this Agreement to any other party or parties without the prior written consent of SCHOOL DISTRICT.

18. **Headings.** The headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.

19. **Counterparts.** This Agreement may be executed in two counterparts, both of which shall constitute an original.

Docusign Envelope ID: C583EF0D-1B2D-8213-82EB-FB6E317E16D2

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives below.

VENDOR: STELLAR THERAPY, LLC

Signed by:
Melissa Christopher 07/24/2026
609F47641538488...

Signature **Date**

Melissa Christopher

Printed Name

Owner

Title

HAMILTON COUNTY DEPARTMENT OF EDUCATION:

Signed by:
Joe Smith 07/24/2026
A11684E245B840D...

Signature **Date**

Joe Smith

Printed Name

HCDE School Board Chairman

Title

Docusign Envelope ID: C583EF0D-1B2D-8213-82EB-FB6E317E16D2

ATTACHMENT
Authorization and Acknowledgement of Compliance

Whereas, SCHOOL DISTRICT has contracted with Stellar Therapy Services, LLC, for the provision of administrative and billing services related to certain healthcare services described within the contract;
Whereas, the above referenced contract may require the disclosure by the SCHOOL DISTRICT to Stellar Therapy Services, LLC, of certain personally identifiable student information that is confidential under the Family Educational Rights and Privacy Act (FERPA);
Whereas, 34 C.F.R. 99.31 and 34 C.F.R. 99.35, authorize an educational agency or institution to disclose personally identifiable information from an education record of a student without the consent required by Sec. 99.30 to authorized representatives of SCHOOL DISTRICT and local educational authorities in connection with an audit or evaluation of Federal or state supported education programs, or for the enforcement of or compliance with Federal legal requirements which relate to those programs.

Therefore, the SCHOOL DISTRICT and STELLAR THERAPY SERVICES, LLC, hereby agree as follows:

1. STELLAR THERAPY SERVICES, LLC, is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the above referenced contract. This personally identifiable student and parent information may include but not be limited to: Name, Social Security Number, Telephone Numbers, Attendance Record, Disability Information, Grades, Date of Birth, Address, Race, Gender and Enrollment Record.

2. STELLAR THERAPY SERVICES, LLC, as authorized representative of SCHOOL DISTRICT for the sole purpose of complying with the requirements of the above contract agrees to comply fully with FERPA by maintaining the confidentiality of all student information and to use the information solely to fulfill its obligations under the above referenced contract with SCHOOL DISTRICT.

3. STELLAR THERAPY SERVICES, LLC, agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

Signed by:
Joe Smith
A11684E245B840D...

07/24/2026

SCHOOL DISTRICT — Date

Signed by:
Melissa Christopher
609F47641538488...

07/24/2026

Stellar Therapy Services, LLC — Date

HAMILTON COUNTY SCHOOLS

3074 Claude Ramsey Parkway
Chattanooga, TN 37421

To: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

From: Dr. Elaine Harper, Chief of Schools
Dr. Neelie Parker, HBLC Superintendent

Date: August 13, 2026

Subject: HBLC Overnight Field Trip Approval

Board Agenda Category:

- ☑ Consent Agenda
- ☐ Action Item
- ☐ Reports and Information

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1. **Chattanooga School for Liberal Arts-**Twenty two students from the High School**-**Girls Soccer Team will travel to Gatlinburg, Tennessee, to compete in the Smokey Mountain Cup HS Girls Soccer Tournament. They will depart August 28, 2026, and return August 29, 2026.
2. **Chattanooga School for Liberal Arts-**Sixteen High School Student Council Members will travel to Pisgah, Alabama, for Retreat-planning and implementation for 2026-27 school events. They will depart August 28, 2026, and return on August 30, 2026.

Opportunity 2030 Commitment Connection

- ☑ Every Student Learns
- ☐ Every Student Belongs
- ☐ Every School Equipped
- ☐ Every Employee Valued
- ☐ Every Community Served

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

Overnight **Day/Overnight** (Must go to Board for Approval) **Today's Date:** 07/06/26 11:14 AM

☑ **Learning Community** ☐ **FRI/CTE** ☐ **Exceptional Ed** ☐ **PreK**

School CSLA Grade/Group/Team High School Girls' Soccer

Departure Date/Time 08/28/26 8:00 AM Return Date/Time 08/29/26 8:00 PM

Event/Venue Smoky Mountain Cup HS Girls' Soccer Tournament Address 1870 Sports World Blvd Gatlinburg, TN 37738

Instructional value Soccer tournament and team building activities

Evaluation N/A

Fee Requested $ $70.00 How Acquired? Student/Parent Funded

Total # of Students 22 Total # of Staff 4 Total # of Chaperones 1 Nurse Required: No

Number of subs needed 3 Funding source for subs District Funded

- Total # of Students with 504 Plan 0 Modifications Needed _____
- Total # of Students with Disabilities 0 Modifications Needed _____

Transportation: The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

☐ Other: _____

☐ County School Bus Cost $_____ Bus # _____ Driver's Name _____

☐ Handicap Accessible Bus Cost $_____

☐ Charter Bus (**Board Approved**) _____ Cost $_____

☑ Cars List Driver(s) Parents will be transporting their own children. There will be no student drivers. Cost $ 0

WRITTEN parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

List Chaperones:

Staff: Wesley Castle, Melanie Commander, Casey Gellerman, Lauren Stutzman

Chaperones: Sammie Jones / Athletic Trainer

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ☑ Yes

*Overnight Field Trips

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 0

*Estimated cost to parent support groups for this trip $ 0

*Projects students have undertaken to secure funds 0

*Co-ed trips require co-ed chaperones. Have you complied? ☑ Yes

*Travel itinerary attached with name/address of accommodations ☑ Yes

Teacher Name: Wesley Castle Date Submitted: 07/06/26 11:14 AM

Secretary Name & Approval: lingerfelt_leslie@hcde.org

Principal's Name & Approval: gatlin_m@hcde.org Approved 07/28/26

Director Admin Name & Approval: _____

Director Name & Approval: _____

LC Super Admin Name & Approval: workman_j@hcde.org Approved

LC Super Name & Approval: parker_n@hcde.org Approved

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

Overnight **Day/Overnight** (Must go to Board for Approval) **Today's Date:** 07/14/26 11:42 AM

☑ **Learning Community** ☐ **FRI/CTE** ☐ **Exceptional Ed** ☐ **PreK**

School CSLA Grade/Group/Team High School Student Council

Departure Date/Time 08/28/26 9:15am Return Date/Time 08/30/26 12:30pm

Event/Venue Student Council Retreat-Camp ToknowHim Address 1115 Co Rd 88 Pisgah, AL 35765

Instructional value High School Student Leaders to spend time planning all events of the school year.

Evaluation Group Reflection/Implementation

Fee Requested $ 40.00 How Acquired? Student/Parent Funded, School Funded

Total # of Students 16 Total # of Staff 2 Total # of Chaperones 0 Nurse Required: No

Number of subs needed 0 Funding source for subs _____

- Total # of Students with 504 Plan 0 Modifications Needed _____
- Total # of Students with Disabilities 0 Modifications Needed _____

Transportation: The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

☐ Other: _____

☐ County School Bus Cost $_____ Bus # _____ Driver's Name _____

☐ Handicap Accessible Bus Cost $_____

☐ Charter Bus (**Board Approved**) _____ Cost $_____

☑ Cars List Driver(s) Hudson Hodges, Jennifer Fields Cost $ 0

WRITTEN parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

List Chaperones:

Staff: Hudson Hodges, Jennifer Fields

Chaperones: _____

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ☐ Yes

***Overnight Field Trips**

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 1

*Estimated cost to parent support groups for this trip $ 0

*Projects students have undertaken to secure funds Club Fundraisers

*Co-ed trips require co-ed chaperones. Have you complied? ☑ Yes

*Travel itinerary attached with name/address of accommodations ☑ Yes

Teacher Name: Hudson Hodges Date Submitted: 07/14/26 11:42 AM

Secretary Name & Approval: lingerfelt_leslie@hcde.org _____ _____

Principal's Name & Approval: gatlin_m@hcde.org Approved 07/22/26

Director Admin Name & Approval: _____ _____ _____

Director Name & Approval: _____ _____ _____

LC Super Admin Name & Approval: workman_j@hcde.org Approved _____

LC Super Name & Approval: parker_n@hcde.org Approved 07/28/26

HAMILTON COUNTY SCHOOLS

3074 Claude Ramsey Parkway
Chattanooga, TN 37421

To: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

From: Dr. Elaine Harper, Chief of Schools
Dr. Lee Ziegler, NRLC Superintendent

Date: August 13, 2026

Subject: NRLC Overnight Field Trip Approval

Board Agenda Category:

- ☑ Consent Agenda
- ☐ Action Item
- ☐ Reports and Information

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1. ***Sale Creek Mid High**-Twenty two students from the Volleyball Team traveled to the Knoxville Convention Center in Knoxville, Tennessee, to participate in the K2/Munciana Volleyball Camp. They departed July 15, 2026, and returned July 17, 2026.
2. **Sale Creek Mid High**-Twenty three students from the Volleyball Team will travel to the Knoxville Convention Center in Knoxville, Tennessee, to compete in the Showdown at the Sunsphere Tournament. They will depart August 21, 2026, and return August 22, 2026.

Opportunity 2030 Commitment Connection

- ☑ Every Student Learns
- ☐ Every Student Belongs
- ☐ Every School Equipped
- ☐ Every Employee Valued
- ☐ Every Community Served

*These items were previously approved by Justin Robertson, Superintendent, and Joe Smith, Board Chairman.

Docusign Envelope ID: A8A778BD-82FC-82FE-8118-F7B73BB7A159

Hamilton County Schools
3074 Claude Ramsey Parkway
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board

School: Sale Creek Mid High

Date: 07/15/26 Trip Dates: 07/15/26 - 07/17/26

The attached request requires approval of the Board of Education. The reason this item was not submitted within the timeframe necessary for it to be placed on the agenda for a scheduled Board session is as follows:

Coach was previously advised could not submit until practice season for 26-27 school year in session. Also had to verify participation as only taking HS team now.

Principal Signature — Date: 07/15/26

Signed by: 89459830E439414...
Deputy Superintendent — Date: 07/15/2026

APPROVED:

DS SM

Signed by: Justin Robertson 4D76312655B6468...
Superintendent Signature — Date: 07/15/2026

Signed by: Joe Smith A11684E245B840D...
Board Chairman Signature — Date: 07/15/2026

Rev. 4/2022 (MA)

Docusign Envelope ID: A8A778BD-82FC-82FE-8118-F7B73BB7A159

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

Overnight **Day/Overnight** (Must go to Board for Approval) **Today's Date:** 07/10/26 11:48 AM

☑ **Learning Community** ☐ **FRI/CTE** ☐ **Exceptional Ed** ☐ **PreK**

School Sale Creek Mid High Grade/Group/Team high school volleyball team

Departure Date/Time 07/15/26 7:00 AM Return Date/Time 07/17/26 10:00 PM

Event/Venue K2/Munciana Volleyball Camp, Knoxville Convention Center Address 701 Henley Street, Knoxville, TN 37902

Instructional value skill development, team development

Evaluation observation, performance

Fee Requested $ 0 How Acquired? School Funded

Total # of Students 22 Total # of Staff 3 Total # of Chaperones 0 Nurse Required: No

Number of subs needed 0 Funding source for subs

- Total # of Students with 504 Plan 0 Modifications Needed
- Total # of Students with Disabilities 0 Modifications Needed

Transportation: The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

☐ Other:
☐ County School Bus Cost $ Bus # Driver's Name
☐ Handicap Accessible Bus Cost $
☐ Charter Bus (**Board Approved**) Cost $
☑ Cars List Driver(s) parent to arrange student transportation Cost $ 0

WRITTEN parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

List Chaperones:

Staff: Debbie Hill, Erin Briner, Tina Aslinger

Chaperones:

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ☐ Yes

*Overnight Field Trips

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 3

*Estimated cost to parent support groups for this trip $ 0

*Projects students have undertaken to secure funds yard sale, children's camp

*Co-ed trips require co-ed chaperones. Have you complied? ☑ Yes

*Travel itinerary attached with name/address of accommodations ☑ Yes

Teacher Name: Debbie Hill Date Submitted: 07/10/26 11:48 AM

Secretary Name & Approval: williams_amy@hcde.org

Principal's Name & Approval: welch_l@hcde.org Approved 07/15/26

Director Admin Name & Approval:

Director Name & Approval:

LC Super Admin Name & Approval: workman_j@hcde.org Approved

LC Super Name & Approval: ziegler_lee@hcde.org Approved 07/15/26

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

Overnight **Day/Overnight** (Must go to Board for Approval) **Today's Date:** 07/19/26 8:47 PM

☑ **Learning Community** ☐ **FRI/CTE** ☐ **Exceptional Ed** ☐ **PreK**

School Sale Creek Mid High Grade/Group/Team High School Volleyball

Departure Date/Time 08/21/26 2:15 PM Return Date/Time 08/22/26 10:00 PM approxim

Event/Venue Showdown at the Sunsphere, Knoxville Convention Center Address Knoxville Convention Center, 701 Henley Street, Knoxville, TN 37902

Instructional value skill development, team development, competition

Evaluation observation, performance

Fee Requested $ 0 How Acquired? School Funded

Total # of Students 23 Total # of Staff 4 Total # of Chaperones 0 Nurse Required: No

Number of subs needed 0 Funding source for subs _____

- Total # of Students with 504 Plan 0 Modifications Needed _____
- Total # of Students with Disabilities 0 Modifications Needed _____

Transportation: The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

☐ Other: _____

☐ County School Bus Cost $_____ Bus # _____ Driver's Name _____

☐ Handicap Accessible Bus Cost $_____

☐ Charter Bus (**Board Approved**) _____ Cost $_____

☑ Cars List Driver(s) parent to arrange student transportation Cost $ 0

WRITTEN parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

List Chaperones:

Staff: Erin Briner, Chelsea Levi, Debbie Hill, Tina Aslinger

Chaperones: _____

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ☐ Yes

***Overnight Field Trips**

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 3

*Estimated cost to parent support groups for this trip $ 0

*Projects students have undertaken to secure funds yard sale, children's camp

*Co-ed trips require co-ed chaperones. Have you complied? ☑ Yes

*Travel itinerary attached with name/address of accommodations ☑ Yes

Teacher Name: Debbie Hill Date Submitted: 07/19/26 8:47 PM

Secretary Name & Approval: williams_amy@hcde.org _____ _____

Principal's Name & Approval: welch_l@hcde.org Approved 08/03/26

Director Admin Name & Approval: _____ _____ _____

Director Name & Approval: _____ _____ _____

LC Super Admin Name & Approval: workman_j@hcde.org Approved _____

LC Super Name & Approval: ziegler_lee@hcde.org Approved 08/03/26

HAMILTON COUNTY SCHOOLS

3074 Claude Ramsey Parkway
Chattanooga, TN 37421

To: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

From: Dr. Elaine Harper, Chief of Schools
Dr. Marques Stewart, MRLC Superintendent

Date: August 13, 2026

Subject: Missionary Ridge Overnight Field Trip Approval

Board Agenda Category:

- ☑ Consent Agenda
- ☐ Action Item
- ☐ Reports and Information

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1. **Clifton Hills Elementary School** - Seventy 5th grade students will travel to the Great Smoky Mountain Institute at Tremont in Townsend, Tennessee September 30, 2026 - October 2, 2026 to experience hands on learning in one of the most biodiverse ecosystems.

Opportunity 2030 Commitment Connection

- ☑ Every Student Learns
- ☐ Every Student Belongs
- ☐ Every School Equipped
- ☐ Every Employee Valued
- ☐ Every Community Served

*These items were previously approved by Justin Robertson, Superintendent, and Joe Smith, Board Chairman.

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

Overnight **Day/Overnight** (Must go to Board for Approval) **Today's Date:** 07/21/26 5:03 PM

☑ **Learning Community** ☐ **FRI/CTE** ☐ **Exceptional Ed** ☐ **PreK**

School Clifton Hills Elementary Grade/Group/Team 5th grade

Departure Date/Time 09/30/26 8:00am Return Date/Time 10/02/26 2:00pm

Event/Venue Great Smoky Mountains Institute at Tremont Address 9275 Tremont Rd. Townsend, TN 37882

Instructional value The Great Smoky Mountains Institute at Tremont provides students with immersive, hands-on learning experiences in one of the most biodiverse ecosystems. Through outdoor investigations, students deepen their understanding of environmental science while developing critical thinking, problem-solving, and collaboration skills. The experience also fosters resilience and encourages environmental stewardship by helping students make meaningful connections to the natural world.

Evaluation Students will complete a reflective writing on the experience.

Fee Requested $ $40.00 How Acquired? Student/Parent Funded, School Funded

Total # of Students 70 Total # of Staff 11 Total # of Chaperones 0 Nurse Required: No

Number of subs needed 0 Funding source for subs _____

- Total # of Students with 504 Plan 0 Modifications Needed _____
- Total # of Students with Disabilities 0 Modifications Needed _____

Transportation: The PRINCIPAL is responsible for verifying that ALL drivers are properly licensed and insured.

☐ Other: _____

☑ County School Bus Cost $ 3,900.00 Bus # 316833 Driver's Name Rolston Smith

☐ Handicap Accessible Bus Cost $ _____

☐ Charter Bus (**Board Approved**) _____ Cost $ _____

☐ Cars List Driver(s) _____ Cost $ _____

WRITTEN parental permission (and medical information, if overnight) for each student is required and must be received before the student is permitted to attend.

List Chaperones:

Staff: Alicia Young, Sue Neelands, DeeDee Womack, Paul Ruhling, Emile Holleman, Sara Downey, James Cunningham, Joshua Burney, Katie Brewer, Kerry Moore, Ray Adams

Chaperones: _____

Background checks on non HCDE employee chaperones with unsupervised contact with students. Have you complied? ☐ Yes

*Overnight Field Trips

*Number of students not attending for economic reasons 0

*Number of trips this group expects to take which will require funds 0

*Estimated cost to parent support groups for this trip $ $40.00

*Projects students have undertaken to secure funds NA

*Co-ed trips require co-ed chaperones. Have you complied? ☑ Yes

*Travel itinerary attached with name/address of accommodations ☑ Yes

Teacher Name: Alicia Young Date Submitted: 07/21/26 5:03 PM

Secretary Name & Approval: larsen_jennifer@hcde.org _____ _____

Principal's Name & Approval: cann_kennisha@hcde.org Approved 07/23/26

Director Admin Name & Approval: _____ _____ _____

Director Name & Approval: _____ _____ _____

LC Super Admin Name & Approval: kilgore_p@hcde.org Approved _____

LC Super Name & Approval: stewart_marques@hcde.org Approved 07/30/26

HAMILTON COUNTY SCHOOLS

3074 Claude Ramsey Parkway
Chattanooga, TN 37421

To: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

From: Mary Ellen Heuton, Chief Finance Officer
Lindsay Cepero, Director of Procurement

Date: August 13, 2026

Subject: Bids/Contracts

Board Agenda Category:
- ☑ Consent Agenda
- ☐ Action Item
- ☐ Reports and Information

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1. Attached for your approval are bids/contracts for the following:

    A. Award Amendment 1 (Partial GMP) for CMAR-RFP 26-14, North River Elementary School Construction Manager at Risk
    B. Award BID 26-48 Dalewood Middle School Roof Recovery (Phase II)
    C. Award RFP 26-53 Asbestos & Environmental Indoor Air Quality Service
    D. Award CMAR-RFP 26-59 Franklin-Roberts Future Ready Center Construction Manager at Risk

2. Recommend approval as presented.

Opportunity 2030 Commitment Connection
- ☑ Every Student Learns
- ☑ Every Student Belongs
- ☑ Every School Equipped
- ☑ Every Employee Valued
- ☑ Every Community Served

HAMILTON COUNTY SCHOOLS

3074 Claude Ramsey Parkway
Chattanooga, TN 37421

To: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

From: Dr. Robert Sharpe, Chief Operating Officer
Justin Witt, Executive Director of Maintenance

Date: August 13, 2026

RE: Approve GMP Amendment for CMAR-RFP 26-14, North River Elementary School Construction Manager at Risk

Board Agenda Category:

- ☑ Consent Agenda
- ☐ Action Item
- ☐ Reports and Information

Approve Amendment No. 1 to the Construction Manager at Risk (CMAR) Agreement with The Christman Company for the North River Elementary School Construction Manager at Risk construction, authorizing construction phase services for a Guaranteed Maximum Price (GMP) in the amount of $8,890,103.00 for early release construction and site work activities. Expenditures will be paid from the budgeted 2024A Bond Fund. The remaining construction scope will be presented to the Board for separate consideration and approval through a subsequent amendment.

The proposed GMP represents a progressive Guaranteed Maximum Price for site work and early construction activities, including grading, utilities, and foundational preparation. Approval of this phase allows the District to initiate critical path construction while final design and cost development continue for the remaining scope, supporting schedule acceleration, improved site coordination, and enhanced constructability insight to inform subsequent GMP phases.

Approval of this amendment establishes the first construction phase of the CMAR delivery process and advances the North River Elementary School construction in a strategic and efficient manner, promoting transparent cost development, coordinated scheduling, and informed decision-making while maintaining project momentum toward overall completion.

Attachments:

- Amendment No. 1 – CMAR 26-14

Opportunity 2030 Commitment Connection

- ☑ Every Student Learns
- ☐ Every Student Belongs
- ☑ Every School Equipped
- ☐ Every Employee Valued
- ☑ Every Community Served

FIRST AMENDMENT
OF
CONSTRUCTION MANAGER SERVICES AGREEMENT
FOR PHASE 2 – CONSTRUCTION SERVICES

THIS AMENDMENT to the Construction Manager Services Agreement dated **January 23, 2026**, is made and entered into by and between the Hamilton County Department of Education, a Local Education Agency (LEA) of the State of Tennessee, acting by and through its Board of Education (Owner); and **The Christman Company**, a **Tennessee Foreign For-profit Corporation formed in Michigan, and** licensed to conduct business in the State of Tennessee (the "Construction Manager" or "CM"), collectively, the "Parties".

RECITALS

WHEREAS, the Owner desired to construct the **North River Elementary School** Project (the "Project") within Hamilton County, Tennessee; and,

WHEREAS, the CMAR and the Owner entered into a Construction Manager Services Agreement dated **January 23, 2026** ("Agreement") according to the selection of the CMAR pursuant to **CMAR–RFP 26-14, North River Elementary School Construction Manager at Risk**; and,

WHEREAS, the CMAR and the Owner completed Pre-Construction Services for the Project; and,

WHEREAS, Section 3.01 CM's Compensation of the Construction Manager Services Agreement provides that the Guaranteed Maximum Price ("GMP") for construction of the Project will be established in a separate amendment to the Agreement; and,

WHEREAS, Section 3.02 The Project; Changes in the Project; Additional Fee of the Construction Manager Services Agreement provides that the CM is entitled to an additional fee if the Owner increases the GMP; and

WHEREAS, Section 3.03 Period of Construction; Additional Fee of the Construction Manager Services Agreement provided that the number of calendar days for the period of construction to substantial completion and the number of calendar days to final completion are to be established by amendment to the Agreement, and that the First Construction GMP payment and the subsequent monthly installments shall be determined after the GMP has been established; and

WHEREAS, Section 4.07 Project Schedule; Substantial Completion; Occupancy, Subsection (1) Establishment of Substantial Completion Date of the Construction Manager Services Agreement, provides that Liquidated Damages will be established by amendment to the Agreement; and

WHEREAS, except as is specifically amended or modified herein, all of the terms and conditions of the Agreement for the Project are hereby ratified and confirmed, and shall remain in full force and effect.

OPERATIVE PROVISIONS

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the CMAR, intending to be legally bound, covenant and agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and incorporated herein as if set forth below.

2. **CM's Compensation**. The Parties hereby agree that the last sentence of Section 3.01 CMAR's Compensation is replaced in its entirety as follows:

   The CMAR fee for Construction Services shall be **$212,692.00.**

3. **Establishment of Guaranteed Maximum Price**. The Parties hereby agree that the total GMP for construction of the Project shall be **$8,890,103.00** In no event shall the cost of construction of the Project and the CMAR's Fee exceed the GMP, as adjusted by any Owner approved change orders.

4. **Establishment of Period of Construction**. The Parties hereby agree that the first paragraph of Section 3.03 Period of Construction; Additional Fee is replaced in its entirety as follows:

   Owner, AE, and CMAR expect and believe that the period of construction or construction phase for the Project shall commence upon the effective date of this Amendment and continue through Substantial Completion of the Project on or before August 1, 2028, and Final Completion on or before September 1, 2028. No work shall take place under this Amendment until the date specified in the Construction Phase Notice to Proceed.

5. **Liquidated Damages**. Under Section 4.06 Project Schedule; Substantial Completion; Occupancy, Subsection (1) Establishment of Substantial Completion Date, the Parties hereby agree that the amount of liquidated damages the CM shall be assessed is **$1,000 per calendar day** for each day completion is extended beyond the Project substantial completion date.

6. **Contract Documents.** The Construction Manager shall perform the services for the amount stated above in strict accordance with the following documents, all of which are attached hereto and incorporated by reference:

   6.1 Exhibit A – Letter Dated **July 29, 2026,** Establishing the GMP and Schedule of Values from **The Christman Company.**

   Incorporated by reference only:
   - Final Construction Drawings as prepared by Franklin Architects dated 6/8/26.
   - Addendum 1 dated 7/1/26.
   - Addendum 2 dated 7/10/26.
   - Bid Package 1 pre-bid RFIs and responses as included in Addendum 2 dated 7/10/26.
   - Professional Environmental Consulting, Inc. Report of Asbestos Survey for Dupont Elementary School dated

- January 14, 2026, Professional Environmental Consulting, Inc. Report of Limited Asbestos Sampling for Dupont
- Elementary School dated May 18, 2026, and Professional Environmental Consulting, Inc. Report of Limited
- Asbestos Survey for North River Family YMCA dated February 9, 2026.
- UES Report of Geotechnical Exploration dated 4/23/25.

7. **Effective Date.** This Amendment shall become effective on the date it is approved by the Hamilton County Board of Education.

[The remainder of this page intentionally left blank.]

EXECUTION OF AGREEMENT, the parties have executed this Agreement as of the date last below written.

VENDOR:

Signature **Date**

Printed Name

Title

OWNER:

Supported by:
Project Sponsoring Department

Signature **Date**

Printed Name

Title

Approved by:
Hamilton County Department of Education

Signature **Date**

Printed Name

Title

EXHIBIT A

The following provides the Guaranteed Maximum Price details for this amendment.

Basis of the Guaranteed Maximum Price

The Guaranteed Maximum Price (GMP) will constitute an Amendment to the CMAR-RFP 26-14 NORTH RIVER ELEMENTARY SCHOOL CONSTRUCTION MANAGER AT RISK, dated 1/23/26. This Basis of the GMP establishes the design and other documents used to develop the North River Elementary GMP and provides all associated assumptions, clarification and exclusions.

This GMP must be accepted by no later than 8/20/26.

A. Phased GMP

1. GMP excludes work to be included in future Bid Package 2 and all corresponding Cost of the Work. GMP will be adjusted accordingly in future amendments.

B. General

1. GMP is a guarantee in total and not by individual line item. The GMP Breakdown is for illustrative and accounting purposes only.
2. GMP includes State of Tennessee Sales and Use Taxes.
3. Financing fees, interest charges, and legal costs are not included.
4. After submission of the GMP, impacts from changes in U.S. foreign, trade or other policies or acts, including but not limited to, sanctions, tariffs, trade restrictions, or other governmental actions affecting availability or cost of materials, equipment, or labor, are excluded.
5. GMP excludes any cost, time, or changes due to modifications or revisions to other projects affecting the work being performed under this GMP.
6. GMP excludes Davis Bacon or other prevailing wage rate requirements. Certified payroll documentation is excluded.
7. CM Fee is a lump sum amount and will be billed based on percent complete of the Work.

C. Plans, Specifications & Other Documents

1. A detailed listing of Plans and Specifications is included with this GMP Package.
2. The following documents were used to develop the GMP Package:
   a. Final Construction Drawings as prepared by Franklin Architects dated 6/8/26.
   b. Addendum 1 dated 7/1/26.
   c. Addendum 2 dated 7/10/26.
   d. Bid Package 1 pre-bid RFIs and responses as included in Addendum 2 dated 7/10/26.
   e. Professional Environmental Consulting, Inc. Report of Asbestos Survey for Dupont Elementary School dated January 14, 2026, Professional Environmental Consulting, Inc. Report of Limited Asbestos Sampling for Dupont Elementary School dated May 18, 2026, and Professional Environmental Consulting, Inc. Report of Limited Asbestos Survey for North River Family YMCA dated February 9, 2026.
   f. UES Report of Geotechnical Exploration dated 4/23/25.
3. GMP includes only work specifically shown in the documents listed in this section or reasonably inferable therefrom. To the extent there is a conflict between the Basis of the GMP and any other Contract Documents, the Basis of the GMP shall take precedence.
4. CAD drawings, BIM models or other digital media or data shall be provided by the design team at no additional cost for use for shop drawings and as-built documents.
5. Construction Manager does not assume design liability. Suggested solutions or substitutions provided does not constitute an assumption of design liability and does not relieve the Architect from its design obligations related to the Work.

D. Permits & Fees

1. GMP excludes plan review fees, permit expediting costs, special permits or licenses, use agreements, etc., except as follows:
   a. State Review fees are included.
2. Building permit fees are excluded.
3. Trade-specific permits, as applicable, have been included in trade contractors' scopes of work.
4. GMP excludes LEED or other similar certifications.
5. GMP excludes impacts from late delivery of permits or other required approvals to be secured by Owner or others.

E. Site & Existing Conditions

1. GMP excludes all costs for addressing subsurface conditions (unsuitable soils, rock mitigation or remediation, subsidence, dewatering, soil stabilization, sink hole remediation, etc.), except as specifically required by the Contract Documents or as follows:
   a. Allowances for Unsuitable Material Undercut, Undercut Soil Backfill, Unsuitable Stone Backfill, Soil Cement Backfill, and Pipeline Rock Excavation have been included as detailed in Allowance section below.
2. GMP excludes all impacts from removal or relocation of existing utilities, or working around existing utilities within trenching or the excavations, except as specifically required by the Contract Documents or as follows:
   a. Allowance for EPB to relocate poles F1566 & F1035 is included as detailed in Allowance section below.
   b. Allowance for traffic signal at N. Access Road as detailed in Allowance section below.
3. GMP is based on all existing utilities being in adequate condition and of sufficient capacity for tie-in for any new or temporary utility feeds. No repairs, replacements or improvements to existing utilities are included with the exception of YMCA 2" copper water services and sewer services as shown on C201, C202, C401, and C402.

F. Hazardous Materials

1. GMP excludes all delays in impacts from discovery of unknown hazardous materials during demolition.
2. Hazardous materials assessment report(s) have been furnished by Owner prior to commencement of demolition activities.

G. Coordination with Utilities & Offsite Work

1. GMP includes utility tap fees.
2. GMP excludes offsite work.

H. Testing, Inspections & Quality Control

1. GMP excludes all third-party testing, inspections and certifications (materials testing, geotechnical investigations, third-party commissioning, special certifications, air-quality monitoring, etc.).

I. Jobsite Management, Logistics & Temporary Provisions

1. A Site Logistic Plan is included with this GMP Package.
2. All construction parking to be onsite. Costs for offsite parking are excluded.
3. All work is to be performed on standard shift time: 7:00 AM to 3:30 PM weekdays, excluding holidays.
4. Temporary utilities to be used for construction are included in the GMP until a temporary or final certificate of occupancy is obtained.

J. Contingencies & Allowances

1. GMP includes a CM Contingency as noted in the GMP breakdown for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work, but not included in a Change Order, and for typical construction risks only, and is not to be used for Changes in the Project or for Changes as a result of deficiencies or omissions in the drawings and specifications. See Article 4.04, Section 3, page 10 of the Prime Contract for "Typical construction risks".
2. The CM Construction Risk Contingency is not intended to fund additional owner scope or design errors and omissions.
3. GMP includes an Owner Contingency to fund Owner-requested changes.

K. Insurance & Bonds

1. GMP includes subcontractor payment and performance bonds as follows:
   a. WC 02 – Talley Construction

L. Completion, Turnover & Warranties

GMP includes one (1) certificate of occupancy for the Project and does not provide for phased delivery.

GMP includes dates listed below for planning purposes and are not intended to be individual guarantees. The overall project substantial completion date is firm but the interim milestone turnover dates may shift as necessary during the course of the project.

1. GMP excludes costs for repairs, painting touch-up, etc., required due to Owner's separate contractors or from FF&E installation or move-in.
2. Christman will assign all subcontractor and lower-tier subcontractor and vendor warranties to Owner and support Owner with any warranty claims.
3. O&M Manuals and Closeout Documents will be provided as one hard copy and digitally. Owner training will be video recorded and provided digitally.

M. Schedule, Time & Key Milestones

1. A Detailed Schedule is included with this GMP Package in the Section Detailed Schedule Breakdown.
2. GMP is based on the following key milestones:
   a. Acceptance of GMP by Owner by 8/20/26.
   b. Receipt of 100% Construction Documents (CDs): 6/8/26.
   c. Land Disturbance Permit issued: 9/1/26.
   d. Notice to Proceed issued: 9/8/26.
   e. Onsite mobilization: 9/9/26.
   f. Construction Start of: 9/9/26.
   g. Substantial Completion: 8/1/28.

Allowances

The Guaranteed Maximum Price includes certain Allowances as listed below. Each Allowance has been established based on information available or reasonably inferable during development of the GMP.

	Allowances	Amount	Included in WC 02
1	Allowance No. 1: Undercut Unsuitable Material and Offsite Disposal		101,250
2	Allowance No. 2: Offsite Site Suitable Soil at Undercut		56,250
3	Allowance No. 3: Stone Backfill at Undercut		243,000
4	Allowance No. 4: Soil Cement Existing Subgrade to Depth of 12"		40,000
5	Allowance No. 5: Pipeline Rock Excavation to Subgrade		17,250
6	Allowance No. 6: Asphalt Repair	50,000	
7	Allowance No. 7: Guard Rail at Hixson Pike	40,000	
8	Allowance No. 8: HVAC Freon Removal	15,000	
9	Allowance No. 9: Electrical Disconnect of YMCA Childcare Building	15,000	
10	Allowance No. 10: EPB to Relocate Poles F1566 & F1035	30,000	
11	Allowance No. 11: Traffic Signal at N. Access Road	350,000	
	Total Allowance(s)	**$500,000**	**$457,750**

Detailed descriptions of Allowances

Allowance No. 1: Undercut Unsuitable Material and Offsite Disposal - $101,250 – Undercut unsuitable material as determined by onsite geotechnical engineer, including legally disposing material offsite. Base Quantity 4,500 cubic yards (loose yards). Included with WC 02 Earthwork & Site Utilities

Allowance No. 2: Offsite Site Suitable Soil at Undercut - $56,250 – Place and compact offsite site-suitable soil, where undercutting has occurred. Base quantity 2,250 cubic yards (compacted in-place). Included with WC 02 Earthwork & Site Utilities

Allowance No. 3: Stone Backfill at Undercut - $243,000 – Place and compact stone backfill (including transportation) to replace undercut areas, where recommended by onsite geotechnical engineer. Base Quantity 2,250 cubic yards (compacted in-place). Included with WC 02 Earthwork & Site Utilities

Allowance No. 4: Soil Cement Existing Subgrade to Depth of 12” - $40,000 – Soil cement existing subgrade to depth of 12”, assume 5% cement, where directed by onsite geotechnical testing agent. Base Quantity 20,000 square foot (compacted in-place). Included with WC 02 Earthwork & Site Utilities

Allowance No. 5: Pipeline Rock Excavation to Subgrade - $17,250 – Pipeline rock excavation to subgrade (including transportation onsite) for all utility lines onsite. “Trench rock excavation” shall be such material which cannot be removed by means other than by blasting or with air hammer. Materials which can be removed by ripping shall not be considered “trench rock excavation” (see specifications). Base Quantity 75 cubic yards (computed cut measurements). Included with WC 02 Earthwork & Site Utilities

Allowance No. 6: Asphalt Repair - $50,000 – Includes asphalt repair to the binder coat prior to application of the top coat.

Allowance No. 7: Guard Rail at Hixson Pike - $40,000 – Includes cost to furnish and install guard rail at Hixson Pike. Traffic flows and guard rail details are being clarified with DOT.

Allowance No. 8: HVAC Freon Removal – $15,000 – Includes cost to properly remove all freon from existing Dupont Elementary School HVAC units. Size and quantity of units are being provided by HCDE.

Allowance No. 9: Electrical Disconnect - $15,000 – Includes cost to disconnect electrical at existing YMCA Childcare Building.

Allowance No. 10: EPB to Relocate Poles F1566 & F1035 - $30,000 – Includes cost to relocate EPB power poles F1566 and F1035 at Hixson Pike.

Allowance No. 11: Traffic Signal at N. Access Road - $350,000 – Includes cost to furnish and install new traffic signals at proposed N. Access Road entrance.

Alternates

The Guaranteed Maximum Price includes Alternates as listed below.

	Alternates	Amount	Must be Accepted by
1	Alternate #1 - Overflow Parking Add	156,198	Not Accepted
2	Alternate #2 - Remove and Replace Peninsula Fencing	Inc in WC 07	Accepted

Detailed descriptions of Alternates

Alternate 1: Overflow Parking Add – $156,198 - Includes adding overflow parking lot asphalt paving, sidewalks, and other site improvements as indicated on Sheet C102. This alternate was not accepted and is not included in the GMP.

Alternate 2: Remove and Replace Peninsula Fencing – $112,032 - Includes demolish existing chain link fence. Add PVC-coated chain link fence as indicated on sheets C102 and C103. This alternate was accepted and is included in the GMP.

Basis of the Guaranteed Maximum Price

North River Elementary

Bid Package #1

WC	Description	Apparent Low	Bidday 07/14/26
01	Demolition	DH Griffin	335,610
01A	Abatement	EAI	97,857
02	Earthwork/Site Utilities	Talley	4,396,339
03	Aggregate Piers	Substruct	216,160
06	Paving	Wright Brothers	1,261,061
06A	Asphalt Repair	Allowance	50,000
06B	Guardrail Hixson Pike	Allowance	40,000
07	Fencing	Loudon County Fence	291,137
08	Landscaping	Ooltewah Nursery	262,105
27A	HVAC Freon Removal	Allowance	15,000
28A	Electrical disconnect Allow	Allowance	15,000
28B	Utility Pole Relocation	Allowance - EPB	30,000
28C	Traffic Signals Hixson Pike	Allowance	350,000
40A	BP #1 General Conditions		248,200
71	Owner Contingency 5%		380,423
	Trade Construction Subtotal:	**$**	**7,988,892**
40	CM Services/General Conditions:		279,134
70	CM Risk Contingency 3%:		239,667
60	CM Fee 2.5%:		212,692
99	CGL 0.85%:		74,123
	Builder's Risk 0.20%:		17,589
	Bond 0.70%:		61,685
	Permits Waived / State review Fee Inc:		16,321
	Total Bid Package #1:	**$**	**8,890,103**

Detailed Listing of Plans and Specifications

Specifications dated 6/8/26

DIVISION 1 .. GENERAL REQUIREMENTS

00210	Special Provisions
01010	Summary of Work
01019	Contract Considerations
01020	Allowances
01030	Special Project Procedures
01040	Coordination
01045	Cutting and Patching
01050	Field Engineering
01060	Regulatory Requirements
01070	Abbreviations and Symbols
01095	Reference Standards and Definitions
01100	Alternates
01150	Measurement and Payment
01200	Project Meetings
01300	Submittals
01310	Construction Schedules
01370	Schedule of Values
01400	Quality Control
01410	Indoor Air Quality Management Plan
01500	Temporary Facilities
01600	Material and Equipment
01700	Project Closeout
01740	Warranties

DIVISION 01 .. GENERAL REQUIREMENTS

01 22 13	Unit Prices
01 22 15	List of Unit Prices
01 23 00	Alternates

DIVISION 02 .. EXISTING CONDITIONS

02 41 00	Demolition

DIVISION 21 .. FIRE SUPPRESION

21 11 00	Facility Fire-Suppression Water-Service Piping

DIVISION 31 .. EARTHWORK

31 10 00	Site Clearing
31 20 00	Earthwork
31 31 16	Termite Control
31 50 00	Excavation Support and Protection
31 66 13	Aggregate Piers

DIVISION 32 .. EXTERIOR IMPROVEMENTS

32 11 00	Grade and Base Course Preparation
32 12 16	Hot Mix Asphalt Paving
32 13 13	Portland Cement Concrete Paving
32 13 73	Pavement Joint Sealants
32 14 00	Unit Paving
32 31 13	PVC-Coated Chain Link Fence
32 31 19	Decorative Metal Fences and Gates
32 91 13	Soil Media
32 92 19	Seeding
32 92 23	Sodding
32 93 00	Plants

DIVISION 33 .. UTILITIES

33 05 00	Utility Materials
33 10 00	Water Distribution
33 30 00	Sanitary Sewerage
33 40 00	Storm Drainage
33 46 13	Foundation Drainage
33 51 00	Natural Gas Distribution

Drawing No.	Description	Date
GENERAL		
G000	COVER SHEET (BP1)	6/8/26
G000A	COVER SHEET (BP1)	7/9/26
CIVIL		
C100	OVERALL SITE	7/9/26
C101	SITE STAKING	7/9/26
C102	SITE STAKING	7/9/26
C103	SITE STAKING	7/9/26
C201	EXISTING CONDITIONS AND DEMOLITION	6/26/26
C202	EXISTING CONDITIONS AND DEMOLITION	7/9/26
C301	SITE GRADING	6/26/26
C302	SITE GRADING	6/26/26
C303	SITE DRAINAGE	7/9/26
C304	SITE DRAINAGE	7/9/26
C401	SITE UTILITIES	7/9/26
C402	SITE UTILITIES	6/26/26
C403	SANITARY SEWER PLAN & PROFILE	7/9/26
C500	SEDIMENT AND EROSION CONTROL NOTES	6/8/26
C501	SEDIMENT AND EROSION CONTROL PHASE 1	7/9/26
C502	SEDIMENT AND EROSION CONTROL PHASE 2	6/8/26
C503	SEDIMENT AND EROSION CONTROL PHASE 3	6/8/26
C600	GENERAL NOTES	6/8/26
C700	SITE DETAILS	6/8/26
C701	SITE DETAILS	6/8/26

C702	SITE DETAILS	7/9/26
C800	SITE DETAILS	6/26/26
C801	SITE DETAILS	6/26/26
C802	PUBLIC SEWER STANDARD DETAILS	7/9/26
C900	SITE DETAILS	6/8/26
LANDSCAPE		
L100	OVERALL PLANTING PLAN	7/9/26
L101	PLANTING PLAN ENLARGEMENT	7/9/26
L102	PLANTING PLAN ENLARGEMENT	7/9/26
L103	PLANTING PLAN ENLARGEMENT	6/8/26
L104	PLANTING PLAN ENLARGEMENT	6/8/26
L105	PLANTING PLAN ENLARGEMENT	7/9/26
L106	PLANTING PLAN ENLARGEMENT	6/8/26
L107	PLANTING PLAN DETAILS	6/8/26
TP100	OVERALL TREE PRESERVATION & REMOVAL PLAN	6/8/26
TP101	TREE PRESERVATION & REMOVAL ENLARGEMENT	6/8/26
TP102	TREE PRESERVATION & REMOVAL ENLARGEMENT	6/8/26
TP103	TREE PRESERVATION & REMOVAL ENLARGEMENT	6/8/26
TP104	TREE PRESERVATION & REMOVAL ENLARGEMENT	6/8/26
TP105	TREE PRESERVATION & REMOVAL ENLARGEMENT	6/8/26
TP106	TREE PRESERVATION & REMOVAL ENLARGEMENT	6/8/26
TP107	TREE PRESERVATION & REMOVAL ENLARGEMENT	6/8/26
ARCHITECTURAL		
AC100	ARCHITECTURAL SITE	7/9/26
AC101	ARCHITECTURAL SITE DEMO	7/9/26
AC102	ARCHITECTURAL SITE ENLARGED	7/9/26
AC103	ARCHITECTURAL SITE PLANS & DETAILS	7/9/26
AC104	ARCHITECTURAL SITE PLANS & DETAILS	7/9/26

Detailed Project Schedule

ID	Task Name	Duration	Start	Finish
0	**North River Elementary School**	**634 d?**	**Wed 2/4/26**	**Tue 8/1/28**
14	**Construction**	**257 d?**	**Tue 9/8/26**	**Fri 9/10/27**
15	**Mobilization**	**81 d**	**Tue 9/8/26**	**Mon 1/4/27**
16	Notice To Proceed BP1	1 d	Tue 9/8/26	Tue 9/8/26
17	Site Layout/Establish Control	3 d	Wed 9/9/26	Fri 9/11/26
18	Install Site Fencing	4 d	Thu 9/10/26	Tue 9/15/26
19	Notice to Proceed BP2	1 d	Mon 1/4/27	Mon 1/4/27
20	**BP1 Preliminary Site Work**	**251 d?**	**Wed 9/16/26**	**Fri 9/10/27**
21	**BP1 Phase 1**	**251 d?**	**Wed 9/16/26**	**Fri 9/10/27**
22	Clear and Grub Existing Trees	5 d	Wed 9/16/26	Tue 9/22/26
23	Strip and Stockpile topsoil Parking Lots 1 & 2	10 d	Wed 9/16/26	Tue 9/29/26
24	Establish Parking Lot 1 & 2 Subgrade Elevation	5 d	Wed 9/30/26	Tue 10/6/26
25	Rough Grade and Gravel South Road for Construction	10 d	Wed 9/30/26	Tue 10/13/26
26	Install Underground Storm Sewer	15 d	Wed 10/7/26	Tue 10/27/26
27	Roughin Site Lighting w/Light Pole Bases	10 d	Wed 10/14/26	Tue 10/27/26
28	Gravel Parking lot 1 & 2 along with Entrances off Hix	5 d	Wed 10/28/26	Tue 11/3/26
29	Install Curb and Gutter	5 d	Wed 11/4/26	Tue 11/10/26
32	Bider and Surface Parking Lot 1 & 2	5 d	Mon 11/16/26	Fri 11/20/26
33	Install Parking Lot Lights	5 d	Mon 11/23/26	Tue 12/1/26
34	Install Island Landscaping Lots 1 & 2	10 d	Mon 11/23/26	Tue 12/8/26
35	Parking Lot Striping	3 d	Wed 12/9/26	Fri 12/11/26
36	Create Safe Walkway from New Parking Lot to YMCA	5 d	Wed 12/9/26	Tue 12/15/26
37	**BP1 Phase 2**	**31 d**	**Wed 12/16/26**	**Fri 1/29/27**
38	Install Site Fence at Phase 2 Parking Lot Area	2 d	Wed 12/16/26	Thu 12/17/26
39	Remove Existing Asphalt Parking East of YMCA	5 d	Fri 12/18/26	Thu 12/24/26
40	Establish Parking Lot Subgrade Elevation	2 d	Mon 12/28/26	Tue 12/29/26
41	Install Underground Storm Sewer	5 d	Wed 12/30/26	Wed 1/6/27
42	Roughin Site Lighting w/Light Pole Bases	5 d	Wed 12/30/26	Wed 1/6/27
43	Gravel Parking lot	2 d	Thu 1/7/27	Fri 1/8/27
44	Install Curb and Gutter	2 d	Mon 1/11/27	Tue 1/12/27
45	Bider and Surface Parking Lot	3 d	Mon 1/18/27	Wed 1/20/27
46	Install Parking Lot Lights	2 d	Thu 1/21/27	Fri 1/22/27
47	Install Island Landscaping Lots 1 & 2	3 d	Thu 1/21/27	Mon 1/25/27
48	Parking Lot Striping	2 d	Tue 1/26/27	Wed 1/27/27
49	Remove Fence at New Parking lot at YMCA	2 d	Thu 1/28/27	Fri 1/29/27
50	**BP2 Construction Main Package**	**383 d?**	**Mon 2/1/27**	**Tue 8/1/28**
51	**Phase 1 Building Demolition**	**10 d**	**Mon 2/1/27**	**Fri 2/12/27**
52	Demolish Existing DayCare Building	10 d	Mon 2/1/27	Fri 2/12/27
53	Strip Topsoil in Play Field	5 d	Mon 2/1/27	Fri 2/5/27
54	Remove Existing Asphalt Parking West and South	5 d	Mon 2/1/27	Fri 2/5/27
55	Establish Building Subgrade Elevation	3 d	Mon 2/8/27	Wed 2/10/27
56	**Foundation**	**84 d**	**Thu 2/11/27**	**Wed 6/9/27**
57	Layout Building And Foundation	2 d	Thu 2/11/27	Fri 2/12/27
58	**Area A Foundation**	**62 d**	**Mon 2/15/27**	**Tue 5/11/27**
59	Aggregate Piers	5 d	Mon 2/15/27	Fri 2/19/27
60	Form and Pour Footings	15 d	Mon 2/22/27	Fri 3/12/27
61	Foundation Block to SOG Elevation	15 d	Mon 3/8/27	Fri 3/26/27

ID	Task Name	Duration	Start	Finish
62	Underslab Plumbing	15 d	Mon 3/22/27	Fri 4/9/27
63	Underslab Electric	15 d	Wed 3/31/27	Tue 4/20/27
64	Form and Pour SOG Area A	15 d	Wed 4/21/27	Tue 5/11/27
65	**Area B Foundation**	**67 d**	**Mon 2/22/27**	**Tue 5/25/27**
66	Aggregate Peirs	5 d	Mon 2/22/27	Fri 2/26/27
67	Form and Pour Footings	15 d	Mon 3/15/27	Fri 4/2/27
68	Foundation Block to SOG Elevation	15 d	Mon 3/22/27	Fri 4/9/27
69	Underslab Plumbing	15 d	Mon 3/29/27	Fri 4/16/27
70	Underslab Electric	15 d	Mon 4/5/27	Fri 4/23/27
71	Form and Pour SOG Area B	10 d	Wed 5/12/27	Tue 5/25/27
72	**Area C Foundation**	**72 d**	**Mon 3/1/27**	**Wed 6/9/27**
73	Aggregate Peirs	5 d	Mon 3/1/27	Fri 3/5/27
74	Form and Pour Footings	15 d	Mon 4/5/27	Fri 4/23/27
75	Foundation Block to SOG Elevation	15 d	Mon 4/12/27	Fri 4/30/27
76	Underslab Plumbing	15 d	Mon 4/19/27	Fri 5/7/27
77	Underslab Electric	10 d	Mon 4/26/27	Fri 5/7/27
78	Form and Pour SOG Area C	10 d	Wed 5/26/27	Wed 6/9/27
79	**Enclosure**	**170 d**	**Wed 5/12/27**	**Thu 1/13/28**
80	**Area A 1st to 2nd Floor**	**35 d**	**Wed 5/12/27**	**Wed 6/30/27**
81	Exterior Wall CMU Area A	25 d	Wed 5/12/27	Wed 6/16/27
82	Interior Wall CMU Area A	25 d	Wed 5/12/27	Wed 6/16/27
83	Set Structural Steel and Decking 2nd Floor Area A	15 d	Thu 6/3/27	Wed 6/23/27
84	Form and Pour SOMD Area A	10 d	Thu 6/17/27	Wed 6/30/27
85	**Area A 2nd Floor to Roof**	**60 d**	**Thu 7/1/27**	**Fri 9/24/27**
86	Exterior Wall CMU Area A	25 d	Thu 7/1/27	Thu 8/5/27
87	Interior Wall CMU Area A	15 d	Thu 7/1/27	Thu 7/22/27
88	Exterior Brick Façade	20 d	Fri 8/6/27	Thu 9/2/27
89	Install Punched Opening Windows	10 d	Fri 9/3/27	Fri 9/17/27
90	Roof Structural Steel and Decking	20 d	Fri 8/6/27	Thu 9/2/27
91	Install Roofing	15 d	Fri 9/3/27	Fri 9/24/27
92	**Area B 1st to 2nd Floor**	**35 d**	**Thu 6/17/27**	**Thu 8/5/27**
93	Exterior Wall CMU Area B	20 d	Thu 6/17/27	Thu 7/15/27
94	Interior Wall CMU Area B	20 d	Thu 6/17/27	Thu 7/15/27
95	Set Structural Steel and Decking 2nd Floor Area B	15 d	Fri 7/9/27	Thu 7/29/27
96	Form and Pour SOMD Area B	10 d	Fri 7/23/27	Thu 8/5/27
97	**Area B 2nd Floor to Roof**	**65 d**	**Fri 8/6/27**	**Fri 11/5/27**
98	Exterior Wall CMU Area B	20 d	Fri 8/6/27	Thu 9/2/27
99	Interior Wall CMU Area B	20 d	Fri 8/6/27	Thu 9/2/27
100	Exterior Brick Façade	20 d	Fri 9/3/27	Fri 10/1/27
101	Install Punched Opening Windows	15 d	Mon 10/4/27	Fri 10/22/27
102	Roof Structural Steel and Decking	15 d	Fri 9/3/27	Fri 9/24/27
103	Set Gable Roof Trusses and Sheathing	10 d	Mon 9/27/27	Fri 10/8/27
104	Install Roofing (Flat and Shingles)	20 d	Mon 10/11/27	Fri 11/5/27
105	**Area C 1st to 2nd Floor**	**30 d**	**Fri 9/3/27**	**Fri 10/15/27**
106	Exterior Wall CMU Area C	20 d	Fri 9/3/27	Fri 10/1/27
107	Interior Wall CMU Area C	20 d	Fri 9/3/27	Fri 10/1/27
108	Set Structural Steel and Decking 2nd Floor Area C	15 d	Mon 9/20/27	Fri 10/8/27

ID	Task Name	Duration	Start	Finish
109	Form and Pour SOMD Area C	10 d	Mon 10/4/27	Fri 10/15/27
110	**Area C 2nd Floor to Roof**	**60 d**	**Mon 10/18/27**	**Thu 1/13/28**
111	Exterior Wall CMU Area C	20 d	Mon 10/18/27	Fri 11/12/27
112	Interior Wall CMU Area C	20 d	Mon 10/18/27	Fri 11/12/27
113	Exterior Brick Façade	20 d	Mon 11/15/27	Tue 12/14/27
114	Install Punched Opening Windows	20 d	Wed 12/15/27	Thu 1/13/28
115	Roof Structural Steel and Decking	15 d	Mon 11/15/27	Tue 12/7/27
116	Set Gable Roof Trusses and Sheathing	10 d	Wed 12/8/27	Tue 12/21/27
117	Install Roofing (Flat and Shingles)	15 d	Wed 12/22/27	Thu 1/13/28
118	**Building Interiors**	**231 d?**	**Fri 9/3/27**	**Tue 8/1/28**
119	**Area A 2nd Floor**	**118 d**	**Fri 9/3/27**	**Tue 2/22/28**
120	HVAC Rough In Above Ceiling	15 d	Mon 9/27/27	Fri 10/15/27
121	Electrical Rough In Above Ceiling	15 d	Fri 9/3/27	Fri 9/24/27
122	Plumbing Rough In Above Ceiling	10 d	Fri 9/3/27	Fri 9/17/27
123	Sprinkler Main and Branch Lines Above Ceiling	10 d	Wed 10/6/27	Tue 10/19/27
124	Block Fill and 1st Coat Paint	10 d	Wed 10/20/27	Tue 11/2/27
125	Install Ceiling Grid	15 d	Wed 10/27/27	Tue 11/16/27
126	HVAC to Ceiling Grid	15 d	Wed 11/3/27	Tue 11/23/27
127	Install Lights and Devices in Ceiling Grid	15 d	Wed 11/3/27	Tue 11/23/27
128	Install Sprinkler Heads in Ceiling Grid	15 d	Wed 11/3/27	Tue 11/23/27
129	Above Ceiling Inspection	1 d	Wed 11/24/27	Wed 11/24/27
130	Drop Ceiling tile	10 d	Mon 11/29/27	Fri 12/10/27
131	Install Finished Flooring	10 d	Mon 12/6/27	Fri 12/17/27
132	Hang Doors	10 d	Mon 12/13/27	Mon 12/27/27
133	Final Paint	10 d	Mon 12/20/27	Tue 1/4/28
134	Install Classroom Boards, TV's, Etc.	5 d	Wed 1/5/28	Tue 1/11/28
135	TCC Pre-Punchlist	10 d	Wed 1/12/28	Tue 1/25/28
136	Work Off Pre-Punch	10 d	Wed 1/26/28	Tue 2/8/28
137	Owner/Architect Punchlist	5 d	Wed 2/9/28	Tue 2/15/28
138	Work Off Owner/Architect Punchlist	5 d	Wed 2/16/28	Tue 2/22/28
139	**Area B 2nd Floor**	**138 d**	**Mon 10/11/27**	**Tue 4/25/28**
140	HVAC Rough In Above Ceiling	15 d	Mon 11/8/27	Tue 11/30/27
141	Electrical Rough In Above Ceiling	15 d	Mon 10/11/27	Fri 10/29/27
142	Plumbing Rough In Above Ceiling	10 d	Mon 10/11/27	Fri 10/22/27
143	Sprinkler Main and Branch Lines Above Ceiling	10 d	Wed 11/17/27	Thu 12/2/27
144	Block Fill and 1st Coat Paint	10 d	Fri 12/3/27	Thu 12/16/27
145	Install Ceiling Grid	15 d	Fri 12/17/27	Mon 1/10/28
146	HVAC to Ceiling Grid	15 d	Mon 12/27/27	Mon 1/17/28
147	Install Lights and Devices in Ceiling Grid	15 d	Mon 12/27/27	Mon 1/17/28
148	Install Sprinkler Heads in Ceiling Grid	15 d	Mon 12/27/27	Mon 1/17/28
149	Above Ceiling Inspection	1 d	Tue 1/18/28	Tue 1/18/28
150	Drop Ceiling tile	10 d	Wed 1/19/28	Tue 2/1/28
151	Install Toilet Fixtures	5 d	Fri 12/17/27	Thu 12/23/27
152	Install Toilet Partitions	5 d	Mon 12/27/27	Fri 12/31/27
153	Install Finished Flooring	10 d	Wed 2/2/28	Tue 2/15/28
154	Hang Doors	10 d	Wed 2/9/28	Tue 2/22/28
155	Final Paint	10 d	Wed 2/16/28	Tue 2/29/28

ID	Task Name	Duration	Start	Finish
156	Install Classroom Boards, TV's, Etc.	15 d	Wed 2/23/28	Tue 3/14/28
157	TCC Pre-Punchlist	10 d	Wed 3/15/28	Tue 3/28/28
158	Work Off Pre-Punch	10 d	Wed 3/29/28	Tue 4/11/28
159	Owner/Architect Punchlist	5 d	Wed 4/12/28	Tue 4/18/28
160	Work Off Owner/Architect Punchlist	5 d	Wed 4/19/28	Tue 4/25/28
161	**Area C 2nd Floor**	**133 d**	**Mon 10/25/27**	**Tue 5/2/28**
162	HVAC Rough In Above Ceiling	15 d	Wed 12/1/27	Tue 12/21/27
163	Electrical Rough In Above Ceiling	15 d	Mon 11/1/27	Fri 11/19/27
164	Plumbing Rough In Above Ceiling	10 d	Mon 10/25/27	Fri 11/5/27
165	Sprinkler Main and Branch Lines Above Ceiling	10 d	Fri 12/10/27	Thu 12/23/27
166	Block Fill and 1st Coat Paint	10 d	Mon 12/27/27	Mon 1/10/28
167	Install Ceiling Grid	15 d	Tue 1/4/28	Mon 1/24/28
168	HVAC to Ceiling Grid	15 d	Tue 1/11/28	Mon 1/31/28
169	Install Lights and Devices in Ceiling Grid	15 d	Tue 1/11/28	Mon 1/31/28
170	Install Sprinkler Heads in Ceiling Grid	15 d	Tue 1/11/28	Mon 1/31/28
171	Above Ceiling Inspection	1 d	Tue 2/1/28	Tue 2/1/28
172	Drop Ceiling tile	10 d	Wed 2/2/28	Tue 2/15/28
173	Install Toilet Fixtures	5 d	Tue 1/11/28	Mon 1/17/28
174	Install Toilet Partitions	5 d	Tue 1/18/28	Mon 1/24/28
175	Install Finished Flooring	10 d	Wed 2/16/28	Tue 2/29/28
176	Hang Doors	10 d	Wed 2/23/28	Tue 3/7/28
177	Final Paint	10 d	Wed 3/8/28	Tue 3/21/28
178	Install Classroom Boards, TV's, Etc.	15 d	Wed 3/15/28	Tue 4/4/28
179	TCC Pre-Punchlist	10 d	Wed 3/22/28	Tue 4/4/28
180	Work Off Pre-Punch	10 d	Wed 4/5/28	Tue 4/18/28
181	Owner/Architect Punchlist	5 d	Wed 4/19/28	Tue 4/25/28
182	Work Off Owner/Architect Punchlist	5 d	Wed 4/26/28	Tue 5/2/28
183	**Area A 1st Floor**	**208 d**	**Fri 9/3/27**	**Wed 6/28/28**
184	HVAC Rough In Above Ceiling	15 d	Fri 9/3/27	Fri 9/24/27
185	Electrical Rough In Above Ceiling	15 d	Fri 9/3/27	Fri 9/24/27
186	Plumbing Rough In Above Ceiling	10 d	Fri 9/3/27	Fri 9/17/27
187	Sprinkler Main and Branch Lines Above Ceiling	10 d	Mon 9/13/27	Fri 9/24/27
188	Block Fill and 1st Coat Paint	10 d	Tue 1/11/28	Mon 1/24/28
189	Install Ceiling Grid	15 d	Tue 1/25/28	Mon 2/14/28
190	HVAC to Ceiling Grid	15 d	Tue 2/1/28	Mon 2/21/28
191	Install Lights and Devices in Ceiling Grid	15 d	Tue 2/1/28	Mon 2/21/28
192	Plumbing Rough In Above Ceiling	15 d	Tue 2/1/28	Mon 2/21/28
193	Install Sprinkler Heads in Ceiling Grid	15 d	Tue 2/8/28	Mon 2/28/28
194	Above Ceiling Inspection	1 d	Tue 2/29/28	Tue 2/29/28
195	Drop Ceiling tile	10 d	Wed 3/1/28	Tue 3/14/28
196	Install Toilet Fixtures	5 d	Tue 1/25/28	Mon 1/31/28
197	Install Toilet Partitions	5 d	Tue 2/1/28	Mon 2/7/28
198	Install Finished Flooring	10 d	Wed 3/15/28	Tue 3/28/28
199	Hang Doors	10 d	Wed 3/22/28	Tue 4/4/28
200	Final Paint	10 d	Wed 3/29/28	Tue 4/11/28
201	Install Kitchen Equipment	25 d	Wed 4/12/28	Tue 5/16/28
202	TCC Pre-Punchlist	10 d	Wed 5/17/28	Wed 5/31/28

ID	Task Name	Duration	Start	Finish
203	Work Off Pre-Punch	10 d	Thu 6/1/28	Wed 6/14/28
204	Owner/Architect Punchlist	5 d	Thu 6/15/28	Wed 6/21/28
205	Work Off Owner/Architect Punchlist	5 d	Thu 6/22/28	Wed 6/28/28
206	**Area B 1st Floor**	**183 d**	**Mon 9/20/27**	**Wed 6/7/28**
207	HVAC Rough In Above Ceiling	15 d	Mon 9/27/27	Fri 10/15/27
208	Electrical Rough In Above Ceiling	15 d	Mon 9/27/27	Fri 10/15/27
209	Plumbing Rough In Above Ceiling	10 d	Mon 9/20/27	Fri 10/1/27
210	Sprinkler Main and Branch Lines Above Ceiling	10 d	Mon 10/4/27	Fri 10/15/27
211	Block Fill and 1st Coat Paint	10 d	Tue 1/25/28	Mon 2/7/28
212	Install Ceiling Grid	15 d	Tue 2/1/28	Mon 2/21/28
213	HVAC to Ceiling Grid	15 d	Tue 2/8/28	Mon 2/28/28
214	Install Lights and Devices in Ceiling Grid	15 d	Tue 2/8/28	Mon 2/28/28
215	Install Sprinkler Heads in Ceiling Grid	15 d	Tue 2/8/28	Mon 2/28/28
216	Above Ceiling Inspection	1 d	Tue 2/29/28	Tue 2/29/28
217	Drop Ceiling tile	10 d	Wed 3/1/28	Tue 3/14/28
218	Install Toilet Fixtures	5 d	Tue 2/8/28	Mon 2/14/28
219	Install Toilet Partitions	5 d	Tue 2/15/28	Mon 2/21/28
220	Install Finished Flooring	10 d	Wed 3/15/28	Tue 3/28/28
221	Hang Doors	10 d	Wed 3/22/28	Tue 4/4/28
222	Final Paint	10 d	Wed 3/29/28	Tue 4/11/28
223	Install Classroom Boards, TV's, Etc.	15 d	Wed 4/5/28	Tue 4/25/28
224	TCC Pre-Punchlist	10 d	Wed 4/26/28	Tue 5/9/28
225	Work Off Pre-Punch	10 d	Wed 5/10/28	Tue 5/23/28
226	Owner/Architect Punchlist	5 d	Wed 5/24/28	Wed 5/31/28
227	Work Off Owner/Architect Punchlist	5 d	Thu 6/1/28	Wed 6/7/28
228	**Area C 1st Floor**	**188 d**	**Mon 10/18/27**	**Thu 7/13/28**
229	HVAC Rough In Above Ceiling	15 d	Mon 10/18/27	Fri 11/5/27
230	Electrical Rough In Above Ceiling	15 d	Mon 10/18/27	Fri 11/5/27
231	Plumbing Rough In Above Ceiling	10 d	Mon 10/18/27	Fri 10/29/27
232	Sprinkler Main and Branch Lines Above Ceiling	10 d	Mon 10/18/27	Fri 10/29/27
233	Block Fill and 1st Coat Paint	10 d	Tue 2/8/28	Mon 2/21/28
234	Install Ceiling Grid	15 d	Tue 2/15/28	Mon 3/6/28
235	HVAC to Ceiling Grid	15 d	Tue 2/22/28	Mon 3/13/28
236	Install Lights and Devices in Ceiling Grid	15 d	Tue 2/22/28	Mon 3/13/28
237	Install Sprinkler Heads in Ceiling Grid	15 d	Tue 2/22/28	Mon 3/13/28
238	Above Ceiling Inspection	1 d	Tue 3/14/28	Tue 3/14/28
239	Drop Ceiling tile	10 d	Wed 3/15/28	Tue 3/28/28
240	Install Toilet Fixtures	5 d	Tue 2/22/28	Mon 2/28/28
241	Install Toilet Partitions	5 d	Tue 2/29/28	Mon 3/6/28
242	Install Finished Flooring	10 d	Wed 3/29/28	Tue 4/11/28
243	Hang Doors	10 d	Wed 4/12/28	Tue 4/25/28
244	Final Paint	10 d	Wed 4/26/28	Tue 5/9/28
245	Install Classroom Boards, TV's, Etc.	15 d	Wed 5/10/28	Wed 5/31/28
246	TCC Pre-Punchlist	10 d	Thu 6/1/28	Wed 6/14/28
247	Work Off Pre-Punch	10 d	Thu 6/15/28	Wed 6/28/28
248	Owner/Architect Punchlist	5 d	Thu 6/29/28	Thu 7/6/28
249	Work Off Owner/Architect Punchlist	5 d	Fri 7/7/28	Thu 7/13/28

ID	Task Name	Duration	Start	Finish
250	**Exterior Finishes**	**95 d**	**Fri 3/10/28**	**Mon 7/24/28**
251	Irrigation	15 d	Fri 3/10/28	Thu 3/30/28
252	Sidewalks	20 d	Fri 3/31/28	Thu 4/27/28
253	Landscaping and Sod	20 d	Fri 4/28/28	Thu 5/25/28
254	Install Flag Poles	10 d	Fri 4/28/28	Thu 5/11/28
255	Pave South Access Road	15 d	Fri 5/26/28	Fri 6/16/28
256	Stripe South Access Road	5 d	Mon 6/19/28	Fri 6/23/28
257	TCC Pre-Punchlist	5 d	Mon 6/26/28	Fri 6/30/28
258	Work Off Pre-Punchlist	5 d	Mon 7/3/28	Mon 7/10/28
259	Owner/Architect Punchlist	5 d	Tue 7/11/28	Mon 7/17/28
260	Work Off Owner/Architect Punchlist	5 d	Tue 7/18/28	Mon 7/24/28
261	**DuPont School Demolition and Parking Lot Const**	**49 d**	**Mon 5/22/28**	**Mon 7/31/28**
262	Disconnect Utilities to DuPont School	5 d	Mon 5/22/28	Fri 5/26/28
263	Demolish DuPont School	15 d	Wed 5/24/28	Wed 6/14/28
264	Establish Subgrade Elevation of Parking Lot/Road	5 d	Thu 6/15/28	Wed 6/21/28
265	Rough In Site Lights with Pole Bases	5 d	Thu 6/22/28	Wed 6/28/28
266	Install Storm Sewer	5 d	Thu 6/22/28	Wed 6/28/28
267	Gravel and Base Course Asphalt (Parking Lot and Roa	5 d	Thu 6/29/28	Thu 7/6/28
268	Finish Asphalt Pave Parking Lot and Road	5 d	Fri 7/7/28	Thu 7/13/28
269	Stripe Asphalt Paving	5 d	Fri 7/14/28	Thu 7/20/28
270	Install Site Ligting	3 d	Fri 7/21/28	Tue 7/25/28
271	Punchlist	4 d	Wed 7/26/28	Mon 7/31/28
276	**Project Close-out**	**141 d**	**Fri 1/14/28**	**Tue 8/1/28**
277	Exterior Enclosure Complete	1 d	Fri 1/14/28	Fri 1/14/28
278	Substantial Completions	1 d	Tue 8/1/28	Tue 8/1/28

HAMILTON COUNTY SCHOOLS

3074 Claude Ramsey Parkway
Chattanooga, TN 37421

To: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

From: Dr. Robert Sharpe, Chief Operating Officer
Justin Witt, Executive Director of Maintenance

Date: August 13, 2026

Subject: Award Request for Proposal 26-53, Asbestos & Environmental Indoor Air Quality Service

Board Agenda Category:

- ☑ Consent Agenda
- ☐ Action Item
- ☐ Reports and Information

Award Request for Proposal 26-53, Asbestos & Environmental Indoor Air Quality Service to Professional Environmental Consulting, Inc. for asbestos and environmental indoor air quality services on an as-needed basis for an initial term of two (2) years, with the option to renew for two (2) additional one-year terms, as approved in the department's annual adopted budget. Expenditures will be from the budgeted Maintenance funds.

On May 24, 2026, the Procurement Department advertised Request for Proposal 26–53, Asbestos & Environmental Indoor Air Quality Service to obtain proposals for asbestos and environmental indoor air quality services. Four (4) vendors submitted RFP responses. Based on the evaluation criteria listed in the RFP and the selection committee's recommendations, recommendation was made for the award to Professional Environmental Consulting, Inc.

Opportunity 2030 Commitment Connection

- ☑ Every Student Learns
- ☑ Every Student Belongs
- ☑ Every School Equipped
- ☑ Every Employee Valued
- ☑ Every Community Served

PROPOSAL ACCEPTANCE AGREEMENT

This Agreement is hereby entered into between Professional Environmental Consulting, Inc. ("PEC") and Hamilton County Schools ("Client"), (collectively "Parties"), whereby PEC agrees to provide certain professional services to Client for the Client's sole benefit and exclusive use as outlined in this Agreement and as identified in RFP 26-53 Asbestos & Environmental Indoor Air Quality Services ("Proposal").

1) SERVICES: PEC agrees to provide certain "Services" to Client. Services may include a Phase I and/or Phase II environmental assessment ("ESA"); a Property Condition Survey ("PCS"), or any other consulting services set forth in the Proposal.

HCS shall pay PEC in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Proposal, and further described in Exhibit A, Fee Schedule, attached hereto and incorporated herein. Said total amounts to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by PEC's submittal in response to the Solicitation, a copy of which is on file with HCS Procurement Department and is deemed incorporated into this Agreement as if physically attached.

Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until issuance of Purchase Order from HCS. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and HCS may elect to request no products or services. If HCS authorizes delivery of products or performance of services, HCS reserves the right to amend, reduce, or cancel the authorization in its sole discretion.

All funds for payment by HCS under this Agreement are subject to the availability of an annual appropriation for this purpose by the Hamilton County Board of Education. In the event of non-appropriation of funds by HCS for the services provided under this Agreement, HCS will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by PEC on thirty (30) calendar days' prior written notice, but failure to give such notice shall be of no effect and HCS shall not be obligated under this Agreement beyond the date of termination.

2) STANDARD OF CARE: PEC will perform the Services generally in accordance with the ASTM Standard(s) applicable to the ESA or PCS services at the time of performance. When PEC performs other related consulting services to which an ASTM Standard does not apply, PEC will perform those Services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of PEC's profession practicing in the same or similar locality at the time of performance the Standard of Care.

3) DOCUMENTS AND WRITTEN WORK PRODUCT: Unless the Proposal states otherwise, PEC shall have the right to rely on the contents of documents provided to PEC without verification. Where such documents have required that certain repairs and/or improvements be made, that portion of the Services which relates to such repairs and/or improvements will be limited to verifying whether or not they have been made, if verification is reasonably possible.

Client acknowledges that any and all documents, to include but not limited to analyses, drawings, specifications, reports and related documents ("Work Product"), produced by PEC in performance of its Services, may be based in part or in whole on facts and/or assumptions provided to, but not independently verified by PEC, The Work Product will reflect PEC's findings as to conditions that existed at the time Services were performed and may not reflect conditions at a later time. PEC makes no representations as to such conditions subsequent to the time the Services were performed or with respect to any facts or assumptions provided to, but not independently verified by PEC.

It is understood and agreed that all products provided under this Agreement shall become the property of HCS upon acceptance by HCS.

Upon Client's request, Work Product may be provided on electronic media. The electronic copy retained by PEC shall be considered the official document of such provided Work Product. The electronic copy is subject to all conditions contained in this Agreement. Any modifications of the electronic copy by Client shall be at Client's sole risk and without liability to PEC.

4) SITE RESPONSIBILITY: Client will arrange for right-of-entry for PEC to the site(s) subject to this Agreement ("Site"), and will execute any necessary site access agreement. Client shall provide PEC with an accurate description of the Site, all available Site information, and all documents deemed necessary by PEC. The Services do not include supervision or direction of the means, methods or actual work of contractors, other professionals or consultants not retained by PEC. It is agreed that PEC is not responsible for safety or security at the Site, other than for PEC's own employees, and that PEC does not have the right or duty to stop the work of others.

5) SITE CONDITIONS: Client agrees to advise PEC of all known conditions and contaminants, to include but not limited to asbestos, fungal bacterial, viral or any other hazardous or toxic substances, pollutants and constituents ("Contaminants"), existing on or near a Site that present a potential danger to health, the environment or PEC's equipment, if any. Should PEC encounter conditions or Contaminants on or near any Site which were not reasonably anticipated and/or which increase the risk involved in PEC's performance of the Services, upon notice to Client, PEC, in its sole discretion, may (I) continue to perform the Services to completion; (ii) suspend activities and prepare a Change Order Request prior to proceeding; or, (iii) terminate all Services. Such termination shall not be a breach of this Agreement by PEC.

In the event that the unanticipated condition is believed to be the presence of any Contaminants or other condition that presents a perceived potential danger to health, safety, PEC's equipment, or the environment, Client acknowledges that PEC has no obligation to assume, and does not assume, control of or responsibility for the Site or the person(s) in charge of the Site, or responsibility to report any such Contaminants or conditions to any federal, state, or local authority. Upon discovery of any such Contaminant or condition, Client agrees to notify the appropriate federal, state or local agencies, as required by law, and to otherwise disclose in a timely manner any information that may be necessary to ensure Site safety, prevent damage to health and/or the environment.

6) ADDITIONAL SERVICE OPTION: Client understands that a PCS is normally performed by a person who possesses a general knowledge of multiple building systems but is not a specialist in any one of those systems. If Client wishes to have one or more systems surveyed by more experienced personnel, Client has the option to request PEC to perform a more extensive PCS, as additional service, with a corresponding increase in compensation being payable to PEC. Also, a façade, invasive, and other special inspection(s) can be performed for roofs, buildings and other structures, and various components thereof, in lieu of a visual survey as additional Services, with a corresponding increase in compensation being payable to PEC. If Client does not request such additional Services, Client agrees that PEC is in no way liable for any Claim or Liability for a condition which such additional Services might have detected. Client agrees that PEC is not an insurer or guarantor of the property that is the subject of the Services or the value thereof.

7) NON-EXCLUSIVE SERVICE LIMITATION: The Parties agree and the Client acknowledges that Phase I ESA and PCSA is a survey and not an invasive investigation, and that Phase II ESA is a minimally invasive investigation that utilizes commonly used exploration methods (e.g. drilling, subsurface sampling) to take groundwater, soil and other samples only in limited areas where the presence of Contaminants is suspected.

Client understand there is a risk that (I) certain past and present conditions, latent and otherwise, might not be detected and reported by PEC and (ii) contamination of previously uncontaminated soils and/or water, including water-bearing strata, which are capable of spreading contaminants off-site, as well as on-site, might occur even if the Services are performed in accordance with the Standard of Care. Such conditions include, but are not limited to, the presence of an underground storage tank(s) ("UST") that may have been installed and/or removed prior to performing a Phase I or Phase II ESA, short-term uses (generally less than 10 years) that may not be reflected in aerial photographs or other information that is readily available at the time a Phase I ESA is performed, the presence of contamination in areas where it was not suspected at the time a Phase II is performed, or conditions in roofs, buildings and other structures, and various components thereof, that, given the non-invasive nature of the Services and/or limited visibility or accessibility, are not readily observable at the time a PCS is performed.

8) ADVERTISING: Client agrees that PEC may advertise and publish the fact that PEC has contracted to furnish Client with Services, as well as use any trademark, service mark and trade names of Client, to include but not limited to PEC's advertising, marketing and promotional materials, web sites and client lists. PEC agrees not to publish any confidential information provided by Client.

9) PAYMENT TERMS: Upon receipt, Client agrees to timely pay each and every invoice provided by PEC, time being of the essence. If payment is not received by PEC within thirty (30) days from the date of PEC's invoice, Client agrees to pay the lesser of 1% per month or the maximum legal rate on the past due amount until the amount is paid in full.

If Client reasonably objects to all or any portion of an invoice, Client shall notify PEC in writing within ten (10) days from the date of receipt of PEC's invoice, with detailed explanation for the objection, and pay that portion of the invoice not in dispute. Failure of Client to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice. PEC may suspend any and all of the Services if payment of any invoiced amount not reasonably in dispute is not received by PEC within sixty (60) days from the date of PEC's invoice.

10) INSURANCE: PEC shall procure and maintain insurance as specified in the Solicitation identified Insurance Requirements.

PEC shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in the Solicitation identified Insurance Requirements.

These requirements, as well as HCS review or acceptance of insurance maintained by PEC, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage

required herein must be licensed to conduct business in the State of Tennessee and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by HCS Risk Management. To the extent multiple insurance coverages and/or HCS's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying HCS as an additional named insured shall be primary.

PEC shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in the Solicitation identified Insurance Requirements.

11) EXCUSABLE DELAY: PEC shall not be in breach of this Agreement nor liable for damages due to delay or failure to perform any obligation under this Agreement if such delay or failure results from circumstances beyond the control of PEC. In the event of such delay, the time for PEC's performance shall be extended for the duration of the delay.

NOTE: SECTIONS 13 – 15 SHALL ONLY APPLY IF SAMPLING OR OTHER INTRUSIVE SERVICES ARE WITHIN THE AGREED SCOPE OF SERVICES

12) SITE OPERATIONS: Unless expressly stated otherwise, PEC's proposal or opinion of costs does not include the costs associated with surveying the Site to determine accurate horizontal and vertical locations of any tests, borings or well installation locations. Client will be responsible for establishing test or boring locations. If surveying is required, such services will be provided by Client or secured by PEC upon written request of Client and at Client's expense. Field tests or boring locations described in PEC's report or shown on sketches are based on specific information furnished by others or estimates made in the field by PEC's personnel. Such dimensions, depths or elevations are approximations. Unless expressly stated otherwise, PEC's charges do not include the costs of restoration of damage which is reasonable incidental to the performance of the Services. PEC shall not be responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions on the property owned or leased by Client or third parties, except to the extent such damage or loss is a result of PEC's sole negligence.

13) SAMPLE AND WASTE DISPOSAL: "Samples" are specimens or representative pieces, segments or the like, and or residue therefrom, are generally consumed or altered during testing and are disposed of immediately upon completion of the tests. If Client wishes PEC to retain any Samples, at Client's written request, PEC will use its best efforts to retain preservable Samples, but only for a mutually acceptable time and for an additional charge. PEC reserves the right to refuse storage of any Samples. Client agrees that PEC is not responsible or liable for loss of Samples retained in storage. If Client requests PEC to containerize surpluses, by-products, residues and like, and/or fluids ("Waste") produced by the Services performed, Client will provide a secure storage location at or near the Site to prevent tampering with any such Waste. Non-hazardous Waste will be disposed of by PEC for an additional charge at an appropriately licensed facility.

In the event that Samples or Wastes contain Contaminants, PEC will either (i) return the Samples or Wastes to Client for proper disposal; or, (ii) using a manifest signed by Client as generator and for an additional fee, will have the Samples or Wastes transported to a location selected by Client for final disposal. In such event, Client acknowledges and agrees that PEC will be acting solely as agent for Client and will at no time assume title, constructive or express, to any Samples or Wastes. Client agrees to pay all costs associated with the storage, transport, and disposal of Samples and Wastes, and further agrees to all actual and legal responsibility for said contaminated Samples or Wastes.

14) ALTERNATIVE DISPUTE RESOLUTION: The Parties are committed to alternative forms of dispute resolution, and acknowledge that a material portion of their respective consideration for this Agreement includes but is not limited to the terms set forth in this Paragraph. For the purpose of this Agreement, a "Claim" shall mean all demands, claims for any and all damages, actions, suits, arbitrations, administrative proceedings, injunctive or any other relief based upon any theory or cause of action.

The Parties agree that any Claim the Client brings against PEC with respect to the Services must be commenced within one (1) year after the date of the report which PEC issues with respect to the Services, and must be submitting in writing, via certified mail or overnight courier service. After the delivery of written notice, the Parties shall endeavor in good faith for a minimum of thirty (30) days to resolve any such Claim. If the Parties are unable to resolve the Claim within the thirty (30) day period, the Parties hereby agree to engage in formal arbitration in accordance with Commercial Arbitration Rules of the American Arbitration Association ("Arbitration Rules"). An Arbitrator will be selected by mutual agreement of the Parties, provided, however, if the Parties are unable to agree on the selection of an Arbitrator, a party may demand that the Arbitrator be selected in accordance with the Arbitration Rules; provided, that the Arbitrator must be knowledgeable of and well-versed in the Services which are in dispute, and the applicable regulations, standards and law.

Client agrees that it shall not assert a Claim against PEC based on any theory of professional negligence or violation of the Standard of Care unless and until Client has first obtained and provided PEC with a written opinion from a licensed, independent and reputable engineering and/or environmental professional, as appropriate for the Services in question that supports the allegation that PEC has violated the applicable Standard of Care. The provision of any such written opinion by Client to PEC must be presented to PEC within one (1) year of the completion of the services performed by PEC which Client alleges violates such Standard of Care. The provision of the written opinion by Client to PEC does not create any acceptance by PEC as to the validity of the opinion; does not create any presumption of fault; and, does not create any liability.

Dispute Resolution

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in HCS with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Hamilton County, TN, or where proper subject matter jurisdiction exists, in the United States District Court for the East District of Tennessee sitting in Chattanooga. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Tennessee without regard to its conflict of laws principles.

E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

15) DAMAGES AND LIMITATION OF LIABILITY: THIS LIMITATION OF LIABILITY PROVISION UNDER THE TERMS SET FORTH BELOW IS A MATERIAL CONSIDERATION FOR EACH PARTY TO ENTER INTO THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY AGREES THAT THE LIABILITY OF PEC, ITS PARENT, SUBSIDIARIES, AFFILIATES AND SUBCONTRACTORS, INCLUDING THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, PRINCIPALS, PARTNERS, AGENTS, SUCCESSORS AND ASSIGNS, FOR ANY AND ALL CAUSES OF ACTION WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND/OR ANY SERVICES PERFORMED AND WORK PRODUCT DEVELOPED PURSUANT TO THIS AGREEMENT, EXCEPT FOR THOSE CAUSES OF ACTION FOR BODILY INJURY (INCLUDING DEATH) AND/OR PROPERTY DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OF PEC DURING THE PERFORMANCE OF ITS FIELD OPERATIONS, SHALL BE LIMITED TO THE AGGREGATE SUM, INCLUSIVE OF AMOUNTS PAID TO SECONDARY CLIENTS, IF ANY, TO WHOM WORK PRODUCT IS PROVIDED UNDER A SECONDARY CLIENT AGREEMENT, AS DEFINED HEREIN, WITH PEC AND TO ANY OTHER THIRD PARTIES, INCLUDING ATTORNEYS' FEES AND ALL OTHER LITIGATION COSTS AND EXPENSES, IF ANY.

THE DETERMINATION OF DAMAGES FOR WHICH PEC MAY BE LIABLE IS SET FORTH IMMEDIATELY BELOW, BUT IN NO EVENT SHALL EXCEED THE LIMITATION OF LIABILITY SET FORTH ABOVE.

In the event that PEC fails to perform in accordance with the Standard of Care which is applicable to the Services, Client agrees that the damages for which PEC shall be liable shall be limited to that proportion of damages attributable to PEC's percentage of fault, unless Client is found to be comparatively at-fault in an amount of fifty-one (51%) or greater.

In the event that PEC fails, in either an ESA or a PCS, to discover and report, or discovers but misreports, a deficient condition in violation of the applicable Standard of Care, PEC shall be liable to place the property or applicable portion thereof in the condition that was represented in PEC's report, or to otherwise make Client whole for all damages resulting from such failure or misrepresentation. Any and all claims or liabilities arising under this Section shall be governed by and subject only to the terms and limits set forth is Section 18 below.

16) INDIRECT DAMAGES: NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY ECONOMIC, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFITS, FINANCING OR REPUTATION, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES. THIS LIMITATION DOES NOT PRECLUDE

CLIENT FROM RECOVERING ACTUAL, DIRECT COSTS ASSOCIATED WITH THE LOSS OF USE OF PROPERTY WHERE THAT LOSS OF USE IS THE RESULT OF PEC'S NEGLIGENCE.

17) CONFLICTS or INCONSISTENCIES: In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. HCS Purchase Order
3. Solicitation
4. PEC Submittal in Response to the Solicitation

18) GOVERNING LAW: This Agreement shall be governed by the laws of the State of Tennessee. Each of the parties acknowledges that it has had an opportunity to review and negotiate this Agreement, and this Agreement shall not be construed more strictly against one party as drafter.

19) OPINIONS OF COST: If included in the Services, PEC will provide opinions of cost for installation of materials, remediation or construction based upon PEC's experience on similar projects. However, such opinions are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise in advance by PEC in writing. Client understands the actual cost of work depends on many factors beyond PEC's control and may vary significantly from PEC's opinion.

20) TERM: This Agreement shall commence immediately upon the effective date and shall continue for an initial period of two (2) years. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for two (2) additional one year periods, not to exceed four (4) years in total. A Purchase Order must be issued by HCS before commencement of any work or purchase of any goods related to this Agreement. Any work commenced prior to issuance of a Purchase Order shall be at the sole risk of PEC.

21) TERMINATION: Either party may terminate this Agreement without cause upon thirty (30) days prior written notice. In such event, Client shall take possession of the Site and the materials and equipment paid for and belonging to Client, and PEC shall be paid for all Services performed to the date of termination.

22) SURVIVAL: All of Client's obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and PEC's rights and remedies with respect thereto, shall survive completion of the Services and the expiration or termination of this Agreement.

23) SEVERABILITY: In the event any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the parties.

24) ASSIGNMENT: This Agreement may not be assigned by either party without the prior written permission of the other. Client acknowledges that PEC may subcontract portions of the Services to its affiliated companies and/or utilize employees of its affiliated companies in performing the Services without the approval of Client.

25) INTEGRATION: This Agreement, its attachments and all Orders, if any, constitute the entire Agreement between the parties and supersede any previous written or oral contracts or negotiations. This Agreement can be changed only by a written instrument signed by both parties.

26) ATTORNEY REVIEW AND CONSTRUCTION OF TERMS: Client agrees that it has had the opportunity to have this Agreement reviewed by an attorney of Client's choice, and that Client fully understands the terms of this Agreement. The Parties agree that in the event any term in this Agreement is considered to be ambiguous, or subject to more than one reasonable interpretation, that no presumption for or against either the Client or PEC may be used to resolve any such ambiguity.

NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, IS MADE OR INTENDED AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

By their signatures below, Client and PEC acknowledges that it has read, understands and agrees to be bound by the provisions of this Agreement, and that the signatory for each party has actual authority to enter into this Agreement on behalf of the party.

ACCEPTED this

_____day of _____20_____	_____day of _____20_____
Professional Environmental Consulting, Inc.	Hamilton County Schools
_____	_____
Signature of Authorized PEC Representative	Signature of Authorized Client Representative
Scott D. Smith, President	_____
Print Name and Title	Print Name and Title

EXHIBIT A

FEE SCHEDULE

Form 1 (Page 2 of 2)

HAMILTON COUNTY SCHOOLS

BID/PROPOSAL FORM

COMPANY NAME: Professional Environmental Consulting, INC.

SOLICITATION: RFP 26-53, (AHERA) Asbestos & Environmental Indoor Air Quality Service

Having carefully examined the Solicitation/Contract Documents, Contractor/Vendor proposes to furnish the Scope of Services as described herein and within all applicable proposal submission documents for the fee(s) as presented below.

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Solicitation/Contract Documents. All Unit Prices shall be bid at the nearest whole penny.

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices shall prevail and the corrected extension(s) and total(s) will be considered the price.

HCS requests bids/proposals be submitted on bid/proposal forms provided by the HCS for this solicitation. Fee(s) submitted on other forms, other than those provided by the HCS, may be deemed Non-Responsive upon review by and at the sole discretion of the HCS Purchasing Office.

RFP 26-53 (AHERA) ASBESTOS & ENVIRONMENTAL INDOOR AIR QUALITY SERVICES

ONGOING SERVICES

ITEM	DESCRIPTION	UNIT OF MEASURE	AMOUNT
1	Monthly Service Amount (per Section 2.2)	Monthly Rate	$7,500
ADDITIONAL SERVICES			
PERSONNEL			
2	Project Professional	HR	$ 100
3	Staff Report Writer	HR	$ 90
4	Project Representative	HR	$ 175
5	Clerical	HR	$ 50
INSPECTIONS, SAMPLING & AIR MONITORING			
6	AHERA 3-Year Re-Inspection	EA	$ 850
7	PLM Bulk Sample Analysis - asbestos	EA	$ 20 per layer + hourly rate
8	24-hour turnaround – TEM	EA	$ 1,200
9	Standard turnaround (3-5 Days) - TEM	EA	$ 1,000
10	Same day rush turnaround - TEM	EA	$ 1,300
11	PCM Air Sample Analysis	EA	$ 20
12	Lead paint – per sample	EA	$ 20
13	Air Monitoring - mold (viable)	EA	$ 60
14	Air Monitoring – mold (non-viable)	EA	$ 30
15	Air monitoring (asbestos)	HR	$ 100
16	In-person training for the required 2-hour Asbestos Awareness	EA	$ 1000 per day - unlimite
17	In-person 14-hour Operation & Maintenance additional training for possible ACBM disturbance.	EA	$ 3,500 per class

NOTES:

- Rental of Non-Standard Specialty Equipment may be invoiced to HCS at the cost of the equipment plus a maximum of 10% markup.
- Vendor may provide an additional fee sheet of services or personnel that are available through the Vendor and related to the services described herein, but that are beyond the fees listed within the Bid/Proposal Form. Such additional fees will not be used for evaluation purposes but may be contracted at the discretion of HCS.

HAMILTON COUNTY SCHOOLS

3074 Claude Ramsey Parkway
Chattanooga, TN 37421

To: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

From: Dr. Robert Sharpe, Chief Operating Officer
Justin Witt, Executive Director of Maintenance

Date: August 13, 2026

Subject: Award CMAR-RFP 26-59, Franklin-Roberts Future Ready Center Construction Manager at Risk

Board Agenda Category:

- ☑ Consent Agenda
- ☐ Action Item
- ☐ Reports and Information

Award Request for Proposal No. 26-59, Franklin-Roberts Future Ready Center Construction Manager at Risk to Hoar Construction, LLC as Construction Manager at Risk (CMAR) for the Franklin-Roberts Future Ready Center construction project. Approve the commencement of preconstruction services in the amount of $50,000.00 for an estimated preconstruction period of 5 months, with full construction completion estimated for August 1, 2028. Expenditures for preconstruction services will be paid from budgeted 2024A Bonds Fund. Construction services and any Guaranteed Maximum Price (GMP) amendments will be presented to the Board for separate consideration and approval at a later date.

On May 31, 2026, the Procurement Department advertised CMAR-Request for Proposal No. 26-59, seeking a qualified Construction Manager at Risk to provide preconstruction and construction phase services for the new construction of Franklin-Roberts Future Ready Center. The CMAR delivery method was selected to allow for early contractor involvement during design, enhanced cost control, constructability input, and schedule optimization for this complex capital project.

A total of seven (7) CMAR proposals were received. Following initial evaluation, three (3) of the top-ranked firms were invited to participate in oral presentations before the HCS selection committee. Proposals and presentations were evaluated in accordance with the criteria set forth in the solicitation. Based on the evaluation results and the recommendation of the selection committee, Hoar Construction, LLC was identified as the top-ranked firm and recommended for award.

HAMILTON COUNTY SCHOOLS

3074 Claude Ramsey Parkway
Chattanooga, TN 37421

The Construction Manager at Risk (CMAR) delivery method is structured in phases: an initial preconstruction phase, followed by a construction phase(s) authorized through a Guaranteed Maximum Price (GMP). Approval of this item authorizes preconstruction services only, including cost estimating, constructability reviews, scheduling, value engineering, and coordination with the design team to advance the project toward construction readiness. Upon completion of the preconstruction phase, the CMAR will submit separate GMP(s) for Board consideration and approval prior to the start of construction services.

Due to the shared ownership and funding structure of the facility, this CMAR process is administered through a coordinated partnership between Hamilton County Schools (HCS) and Hamilton County Government (HCG). As outlined in the May 21, 2026 Board project authorization, HCS led the CMAR solicitation and selection process, while HCG will oversee contract administration, purchasing, and related project administration functions. HCS will remain actively engaged throughout project development and construction to ensure educational, operational, and strategic programmatic needs are fully incorporated into the final project delivery. Agreements related to this project will receive both HCS Board and HCG Commission approval.

Awarding the CMAR and preconstruction services to Hoar Construction, LLC establishes a collaborative delivery framework that promotes transparent cost development, coordinated scheduling, and early constructability input advancing the Franklin-Roberts Future Ready Center construction project efficiently and strategically.

Attachments:

- Construction Manager at Risk Agreement

Opportunity 2030 Commitment Connection

- ☑ Every Student Learns
- ☑ Every Student Belongs
- ☑ Every School Equipped
- ☑ Every Employee Valued
- ☑ Every Community Served

AGREEMENT BETWEEN OWNER
&
CONSTRUCTION MANAGER AT RISK

THIS AGREEMENT is made and entered into by and between the HAMILTON COUNTY DEPARTMENT OF EDUCATION, a Local Education Agency ("LEA") of the State of Tennessee, and HAMILTON COUNTY GOVERNMENT, a political subdivision and public county governmental entity of the State of Tennessee, jointly and collectively referred to herein as the "Owner," and Hoar Construction, LLC, a state of Delaware Limited Liability Company authorized and licensed to conduct business in the State of Tennessee, hereinafter referred to as the "CMAR."

W I T N E S S E T H:

WHEREAS, on or about May 31, 2026, the Owner issued its Solicitation No. CMAR-RFP 26-59, for Franklin-Roberts Future Ready Center Construction Manager at Risk; and

WHEREAS, the CMAR has timely submitted a proposal in response to the Owner's Request for Proposal, whereby the CMAR has offered to provide construction management services in accordance with the request contained in Owner's Request for Proposal; and

WHEREAS, the Owner selected and designated Hoar Construction, LLC to be the Construction Manager at Risk for the CMAR-RFP 26-59, Franklin-Roberts Future Ready Center Construction Manager at Risk, hereinafter, **"PROJECT**," subject to the negotiation, preparation, approval and execution of a definitive agreement between Owner and CMAR; and

WHEREAS, Hamilton County School (HCS) and Hamilton County Government (HCG) are joint public participants and owners associated with the Project and are conducting this CMAR procurement pursuant to an intergovernmental partnership arrangement; and

WHEREAS, HCS served as the lead agency for procurement and selection activities and HCG shall serve as the lead agency for contract administration and purchasing functions associated with the Project.

WHEREAS, the Owner and CMAR are desirous of entering into such a definitive agreement pursuant to which CMAR will provide construction management services, all as more fully set forth herein;

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

ARTICLE 1.
EXTENT OF AGREEMENT; DEFINITIONS

1.01 Agreement. This **PROJECT** is comprised of two distinct parts identified as follows; (1) Phase 1 - Preconstruction Services (Exhibit C); (2) Phase 2 – Construction Services (to be established in a separate amendment). All phases, including preconstruction services and architect-engineering services, may not exceed the total Owner Project Budget established by the Owner. The CMAR accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The CMAR covenants with the Owner to furnish its skill and judgment as a Construction Manager at Risk and General Contractor with specific expertise in the planning and construction of the **PROJECT** and to cooperate with the Owner and the Owner's representatives, including specifically the Project Architect-Engineer (hereinafter referred to as "AE"), in furthering the interests of the Owner. The CMAR agrees to furnish efficient business administration and superintendence and use its best efforts to complete the **PROJECT** in the best and most expeditious and economical manner, consistent with the interests of the Owner. The CMAR agrees to provide the services required by this Agreement to complete such services consistent with the Owner's direction, the approved program, and the terms of this Agreement, in accordance with a standard of care which is ordinarily exercised by other construction managers and general contractors in similar circumstances.

1.02 Construction Team. The CMAR, Owner and AE shall be called the "Construction Team" and shall work together as a team from the date established by the Notice to Proceed through construction completion. The CMAR and AE shall work jointly during the preconstruction design phase and through final construction completion and shall be available thereafter should additional services be required. The CMAR shall provide leadership to the Construction Team on all matters relating to construction. The CMAR understands, acknowledges and agrees that the AE shall provide leadership to the Construction Team on all matters relating to design and engineering.

1.03 Extent of Agreement. This agreement for Construction Management Services for the **PROJECT** represents the entire agreement between the Owner and the CMAR and supersedes any prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions of the Project Plans and Specifications and may be amended only by written instrument signed by both Owner and CMAR. This Agreement is intended to be consistent with and implement the approved program for the **PROJECT** as set forth and further defined in that certain agreement between Owner and AE dated June 24, 2025.

1.04 Definitions. As used in this Agreement, the words and phrases described in Exhibit A attached hereto and incorporated herein, shall have the meanings as set forth in that Exhibit A.

1.05 Use of Words and Phrases. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number, and the word "person" shall include corporations and associations, including public bodies, as well as natural persons. "Herein," "hereby," "hereunder," "hereof," "herein- before," and "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

ARTICLE 2.
PURPOSE; PROPOSAL; SCHEDULE

2.01 Purpose – The purpose of this Agreement is to provide for the provision of Construction Management Services for the **PROJECT** by the CMAR, and construction of the **PROJECT** by the CMAR in accordance with the Project Plans and Specifications. The further purpose of this Agreement is to define and delineate the responsibilities and obligations of the parties to this Agreement and to express the desire of all such parties to cooperate together to accomplish the purposes and expectations of this Agreement.

2.02 Response to Request for Proposal – CMAR's Response to the Request for Proposal for Construction Management Services submitted by CMAR to Owner is hereby found to be consistent with and in conformance with the provisions of Owner's Request for Solicitation No. CMAR-RFP 26-59 and is in the best interests of the Owner. It is the intent of the parties that the CMAR's Response to the Request for Proposal for Construction Management Services be implemented pursuant to this Agreement, and, therefore, such Response is hereby merged into and is effectuated by this Agreement. Reference is hereby made to the response to the Request for Proposal for Construction Management at Risk Services submitted by CMAR to the Owner, as well as any supplementary representations and statements furnished by CMAR to Owner during the CMAR selection process. The parties acknowledge that the representations and statements or information contained therein have been relied upon by the Owner and have resulted in the selection of CMAR as the construction manager for this **PROJECT**. However, Owner acknowledges that the terms and conditions for the performance of the CMAR and for the provision of its services are solely as contained within this Agreement.

2.03 Project Schedule - The development and equipping of the **PROJECT** shall be undertaken and completed in accordance with the Project Schedule. The construction services portion of the Project Schedule may be amended, revised and supplemented, and may thereafter be revised from time to time by and in the reasonable good faith discretion of the CMAR and AE, which revision shall be effective upon receipt by the Owner of a written notice of revision, provided, however, that absent an event of Force Majeure or a revision to the Project Schedule authorized by the execution of a Change Order, no revision to the Project Schedule which extends the preconstruction phase or the Project Substantial Completion Date shall be effective without the prior written approval of the Owner.

ARTICLE 3.
COMPENSATION

3.01 CMAR'S Compensation – The Owner agrees to pay to the CMAR as compensation for all of its services and work provided for hereunder, including preconstruction and construction services. The fee for preconstruction services, as provided in Exhibit C, is **Fifty Thousand Dollars ($50,000),** and the sum of a CMAR fee to be negotiated at the time GMP* is established for Construction Services, as provided for in Exhibit B.

*The GMP will be established in a separate amendment to this Agreement.

1. Preconstruction Services (Exhibit C) shall be payable as follows: The Owner shall compensate the CMAR for preconstruction services in **five (5)** equal monthly installments of **Ten Thousand Dollars ($10,000)** each, for a total preconstruction fee of **Fifty Thousand Dollars ($50,000)**. The compensation set forth in this paragraph is designed to pay CMAR for its services rendered in connection with the preconstruction design phase of the **PROJECT**. If at any time during the

preconstruction design phase, it can reasonably be concluded that CMAR's services are not being provided in accordance with the schedule of preconstruction services, CMAR shall be reimbursed based upon a percentage of the services performed during the prior month.

2. CMAR fee. Not more often than once a month, and on a date established at the Project Pre-Construction Conference, the CMAR will submit to the Project Manager for review the pay application form with associated schedule of values. This form shall be filled out and signed by the CMAR covering the Work-In-Place as of the date of the Application and supported by such data as the Project Manager may reasonably require. In the event that the Project Substantial Completion Date occurs prior to expiration of the construction phase period as set forth in the Project Schedule, the entire remaining balance due under the terms of this Subparagraph (2) shall be due and payable on the Punch List Completion Date.

3. Reimbursable Project Costs. Based on application for payment for the actual cost of work completed, submitted monthly, itemized to correspond to the basis of compensation as set forth in Exhibit B and Article 6.03, including supportive documentation.

3.02 The Project; Changes in the Project; Additional Fee. The Project is as established by the Owner and AE in that certain construction document entitled "Project: 2504004 Franklin-Roberts Future Ready Institute 95% Schematic Design", ("Schematic Design"), dated 5/1/26. If the Project GMP is increased by Owner, the CMAR shall be entitled to receive an additional fee **to be negotiated and established by the Parties, in writing, at the time of such increase to the GMP.** Payment of CMAR's additional fee shall be made in equal monthly installments calculated by dividing the additional fee by the months remaining in the construction phase of the Project schedule. Upon completion of the additional work and final payment to the subcontractors, the actual cost of such additional work shall be established and any adjustment in the fees paid to CMAR shall be made between Owner and CMAR. As an incentive for the CMAR to diligently pursue cost reducing alternatives, no reduction in CMAR fee below the amount set in Article 3.01 will occur as a result of project cost savings including those resulting from recommendations of the CMAR.

3.03 Period of Construction; Additional Fee. Owner, AE and CMAR expect and believe that the period of construction or construction phase for the **PROJECT** shall be ***(to be established with Phase 2 amendment)*** calendar days to **substantial completion** and ***(to be established with Phase 2 amendment)***, calendar days to **final completion**.

Pre-Construction Phase Services shall be completed within **5 Months** of the date specified in the Pre-Construction Notice to Proceed.

***First Construction GMP payment and the subsequent monthly installments to be determined after the GMP has been established with Phase 2 Amendment.**

In the event that the construction schedule is extended by agreement of Owner and CMAR due to changes in the **PROJECT** requested by Owner, CMAR shall be entitled to additional CMAR fee as negotiated in the GMP Amendment less any fee increase as calculated in Section 3.02 for work resulting in the subject increase in construction period. Provided, however, CMAR shall not be entitled to receive any portion of such additional compensation to the extent that the delay in performance results from acts of commission, omission, negligence, or fault of the CMAR, its agents or employees.

3.04 Project Costs. Project Costs shall mean all costs incurred by the Owner and CMAR in planning, constructing and equipping the **PROJECT**, in accordance with the Project Plans and Specifications all of which Project Costs shall be paid by the Owner, all of which Project Costs shall be included within the GMP established by CMAR and are more specifically described in Exhibit B.

3.05 Items and Expenses Included in CMAR's Compensation. Except as specifically set forth in Paragraphs 3.03 and 3.04 above, CMAR's compensation includes full payment for services set forth in this Agreement, including but not limited to salaries or other compensation of CMAR's officers, partners and/or employees; general operating expenses incurred by CMAR and relating to this **PROJECT**, including the cost of management, supervision and data processing staff, job office equipment and supplies, and other similar items as shown in Exhibit B, Part I, and necessary for CMAR to perform its services hereunder, specifically excluding any items described on Exhibit B, Part II, attached hereto and incorporated herein, and including overhead and profit.

ARTICLE 4.
CONSTRUCTION MANAGER'S RESPONSIBILITIES AND SERVICES

4.01 All documentation is required to be submitted digitally to the Owner Project Manager.

4.02 Project Management Information System – Commencing immediately following the date established by the Notice to Proceed, the CMAR shall implement and shall utilize throughout the life of this Agreement all subsystems of the Project Management Information System hereinafter referred to as "PMIS." The reports, documents and data to be provided through PMIS shall represent an accurate assessment of the current status of the **PROJECT** and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the Owner and the AE monthly and shall accompany each pay request. If requested by the Owner, the CMAR shall conduct a comprehensive workshop in Hamilton County, TN, for participants designated by the Owner and such additional seminars as are required to provide instruction. The workshop and the seminars shall facilitate each participant's and the Owner's representatives' use and understanding of PMIS. The PMIS shall be described in terms of the following major subsystems:

1. Narrative Reporting. The CMAR shall prepare written reports as described hereunder. All such reports shall be in 8-2" x 11" or other convenient format. Copies shall be maintained at the Project Site and transmitted to the Owner and the AE. A bound copy of the complete narrative report shall be submitted to the Owner at the conclusion of the **PROJECT**. The narrative reporting subsystem shall include the following reports:

    a. A monthly executive summary which provides an overview of current and outstanding issues and pending decisions, primary party responsible for the decision, future developments and expected achievements, and any problems or delays, including code violations found by the Permitting Authority.

    b. A monthly cost narrative describing the current construction cost estimate and status of the **PROJECT**.

    c. A monthly scheduling narrative summarizing the current status of the overall Project Schedule. This report shall include an analysis of the various Project

Schedules, a description of the critical path, and the analysis as necessary to compare planned performance with actual performance.

d. A monthly accounting narrative describing the current actual cost and payment status of the **PROJECT** with supporting document. This report shall relate current encumbrances and expenditures to the budget allocations.

e. A monthly construction progress report during the construction phase summarizing the work of the various subcontractors. This report shall include information from the weekly job site meetings as applicable such as general conditions, long lead supplies, current deliveries, safety and labor relations programs, permits, construction problems and recommendations and plans for the succeeding month.

f. A daily construction diary during the construction phase describing events and conditions on the project site.

2. Schedule Control. As soon as reasonably possible following execution of this Agreement, but not later than thirty (30) calendar days following full execution hereof, the CMAR shall prepare a Project Schedule using the critical path method, establishing a detailed schedule for preconstruction services, construction and Owner occupancy of the **PROJECT**, subject to review of Owner and AE, and approval or rejection by Owner within thirty (30) calendar days of delivery to Owner. The Project Schedule shall include a scheduled Construction Commencement Date and Project Substantial Completion Date, which dates shall accommodate known or reasonably anticipated geographic, atmospheric and weather conditions. The Project Schedule will serve as the framework for the subsequent development of all detailed schedules. The Project Schedule shall be produced and updated monthly throughout the **PROJECT**. In a manner consistent with the Project Schedule the CMAR shall prepare and submit to the AE a construction schedule in quadruplicate graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the **PROJECT**, showing the sequence in which the CMAR proposes for each such activity to occur as a necessary incident to performance of the work required to complete such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The AE shall determine whether the construction schedule delivered and submitted by the CMAR meets the requirements stated above and whether the construction schedule is consistent with the Project Schedule. Following development and submittal of the construction schedule, the CMAR shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the **PROJECT**, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision. Each such update and/or revision to the construction schedule shall be submitted to the Owner and AE in duplicate. The CMAR shall prepare and incorporate into the schedule data base, at the required intervals, the following schedules.

a. The CMAR shall prepare a construction schedule for work encompassed in each bid package. The schedule shall be sufficiently detailed as to be suitable for inclusion in the bid package as a framework for contract completion by the successful bidder. It shall show the interrelationships between the work of the successful bidder and that of other subcontractors, and shall establish initial completion objectives keyed to the Project Schedule.

b. Upon the award of each subcontract, the CMAR shall jointly with the subcontractor, develop a schedule which is more detailed than the original construction schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

c. The CMAR shall jointly develop with the AE and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The occupancy schedule shall be produced and updated monthly from its inception through final Owner occupancy.

3. Work by Others. The Owner may perform additional Work related to the **PROJECT** by itself, or it may let other direct contracts which shall contain General Conditions similar to these.

   The CMAR will afford the other Contractors, Approved Contractors and/or Subcontractors, who are parties to such direct contracts (or the Owner, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the Work, and shall properly connect and coordinate his work with theirs. Should the Contract entail relocation of facilities not a part of this Contract, the CMAR will coordinate and cooperate with the applicable entity responsible for this portion of the work.

4. Cost Control. The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the **PROJECT** requirements, needs, materials, equipment and systems by building and site elements so that construction will be completed at a cost which, together with all Project Costs, will not exceed the Project Budget. Based upon a quantitative material take off with current local costs for each bid group by subcontract package, within a reasonable time period as determined by the Owner in the Owner's sole discretion, the CMAR shall provide its estimate of the total Project Costs for the PROJECT. These costs will be detailed by line item budget with a cost corresponding to each of the following stages or phases:

   a. At completion of the Schematic Design.

   b. At completion of the Design Development Phase.

   c. At completion of 50% of the Construction Documents Phase.

d. At completion of 100% of the Construction Documents Phase.

e. At establishment of the Guaranteed Maximum Price (GMP).

5. Project Accounting. The operation of this subsystem shall enable the Construction Team to plan effectively and to monitor and control the funds available for the **PROJECT**, including information relating to cash flow, costs, change orders, payments and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced and amounts payable. A schedule of values for each line item in the Project budget shall be integrated into the Project accounting contemplated by this paragraph. This subsystem will be produced and updated monthly and accompany each pay request. Project accounting includes the following reports which together will serve as a basic accounting tool and an audit trail:

   a. The budget, estimate, and base commitment (awarded contracts and purchase orders) for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.

   b. The value in place (both current and cumulative), the amount invoiced (both current and cumulative) and the balance remaining.

   c. The complete activity history of each item in the Project accounting structure. It shall include the budget, estimate, and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed, and approved dates and the proposed and approved dollar amounts. It shall also show all pending or rejected change orders.

   d. A cash flow diagram showing the projected accumulation of cash payments against the **PROJECT**. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.

4.03 Design Review and Recommendations and Warranty

1. Review and Recommendations. Immediately upon the start date established by the Notice to Proceed, CMAR shall familiarize itself thoroughly with the Schematic Design Construction Documents~~,~~ and with the architectural, civil, mechanical, plumbing, electrical, and structural plans and specifications being developed by the AE for the **PROJECT**. CMAR shall follow and/or otherwise review, as appropriate, the development of the design for the **PROJECT** from the Schematic Design presently available up through and including the Construction Document Phase. The CMAR shall make recommendations with respect to the selection of systems and materials and cost reducing alternatives (i.e., value engineering and life cycle cost analysis) including assistance to the AE and Owner in evaluating alternative comparisons versus long-term cost effects. The evaluation shall speak to the benefits of the speed of erection and early completion of the **PROJECT**. The CMAR shall furnish pertinent information as to the availability of materials and labor that will be required. The CMAR shall submit to the Owner, Permitting Authority and AE such comments as may be appropriate concerning construction feasibility and practicality (i.e., constructability analysis). The CMAR shall

call to the Owner's and the AE's attention any apparent defects in the design, drawings and specifications or other documents.

2. Review Reports. Within thirty (30) calendar days after receiving the construction documents for each phase of the **PROJECT**, the CMAR shall perform a specific review thereof, focused upon factors of a nature encompassed in paragraph (1) above. Within the same 30-day period, the CMAR shall submit to the Owner and the AE a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as the CMAR may deem appropriate, and all actions taken by the AE with respect to same, any comments the CMAR may deem to be appropriate with respect to separating the work into separate contracts, and alternative materials. Prior to establishment of the GMP, CMAR shall warrant to Owner (without assuming any architectural or engineering responsibility) that the Project Plans and Specifications are practical, feasible, and constructible and that the construction of the improvements identified and described in the Project Plans and Specifications may be accomplished within the time frame identified and described in the Project Schedule.

3. Long Lead Procurement. The CMAR shall review the design for the purpose of identifying long lead procurement items (machinery, equipment, materials, and supplies). When each item is identified, the CMAR shall notify the subcontractors, Owner and the AE of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected subcontracts. As soon as the AE has completed drawings and technical specifications and the CMAR has obtained permitting approval, the CMAR shall prepare invitations for bids. Copies shall be supplied to Owner in advance of the invitation to bid for Owner's information and comment. The CMAR shall keep itself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise Owner and AE of any problems or prospective delay in delivery.

4. Separate Contracts Planning. The CMAR shall review the design and shall determine how it desires to divide the sequence of construction activities, and will determine the breakdown and composition of bid packages for award, based on the current schedule while the design is being completed and shall supply a copy for Owner for its review and approval. The CMAR shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, accesses and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner. The CMAR will supply the Owner a copy of the schedule for the Owner's information and comment. The CMAR will work in conjunction with the Owner's representatives, including the AE, to ensure that the bid list includes local, small and/or minority businesses.

5. Interfacing.

    a. The CMAR shall take such measures as are necessary to ensure proper construction and delivery of the **PROJECT**, including but not limited to providing that all construction requirements will be covered in the separate procurement of long lead items, the separate construction subcontracts and the general conditions items performed without duplication or overlap to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular

separate subcontract, its scheduling for start and completion and its relationship to other separate contractors.

b. Without assuming any design responsibilities for the AE, the CMAR shall include in the reports comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the AE may arrange for necessary corrections.

6. Job Site Facilities. The CMAR shall arrange for all job site facilities required and necessary to enable the CMAR and AE to perform their respective duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the job, the description of which shall be finalized prior to the establishment of the GMP.

7. Weather Protection. The CMAR shall ascertain what temporary enclosures of building areas, if any, should be provided for and may be provided in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The CMAR shall also be responsible for providing weather protection for work in progress and for materials stored on site.

8. Market Analysis and Stimulation of Subcontractor Interest.
The purpose of this subsection is to insure that the CMAR makes a genuine effort to stimulate interest in the **PROJECT** and maximize participation of potential qualified subcontractors in the selection process with emphasis placed on recruiting and using local, small and/or minority businesses. The CMAR shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the **PROJECT**; and make analysis as necessary to (i) determine and report on availability of labor, materials, equipment, potential subcontractors and possible impact of any shortages or surpluses of labor or material, and (ii) in light of such determination, make recommendations and take action as may be appropriate with respect to long lead procurement, separation of construction into subcontractor packages, sequencing of work, use of alternative materials, equipment or methods, other economies in design or construction and other matters that will promote cost savings and completion within the schedule time.

4.04 Establishment of Guaranteed Maximum Price for Construction. Prior to entering into any subcontracts, the CMAR will establish and submit in writing to the Owner for its approval a Guaranteed Maximum Price, guaranteeing the maximum price to the Owner, for the Project Cost. Such Guaranteed Maximum Price shall only be subject to modification for changes in the **PROJECT** or as otherwise specifically provided for in this Agreement. However, the actual price paid for the work by the Owner shall either be: (1) the actual Project Cost, or (2) the GMP, whichever is the lesser when the work is finally complete. Owner may request and will be provided by CMAR copies of documents relating to the development of Project cost and GMP.

1. All amounts of monies resulting from actual Project Costs, as described above, totaling less than the GMP shall be and accrue to the benefit of the Owner.

2. The GMP will include only those applicable taxes in the Project Cost which are legally enacted at the time the GMP is established. Should any applicable taxes be enacted after the GMP then the GMP shall be increased by the same amount.

3. At the time of submission of a Guaranteed Maximum Price, the CMAR will verify the time schedule for activities and work which were adopted by the Construction Team and used to determine the CMAR's GMP. The GMP will include an agreed-upon sum as the construction contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The CMAR will be required to furnish documentation evidencing proposed expenditures to this contingency prior to written authorization for the release of funds by the Owner. Actual and contemplated expenditures from the contingency shall be displayed monthly in the PMIS. If bids are received below the applicable line items in the GMP, the surplus will be added to the contingency.

4. Any unused contingency at Final Completion shall be allocated to the Owner.

5. If any bid package consistent with the Project Plans and Specifications for which the lowest price submitted by a subcontractor is in excess of the amount allocated by the CMAR for such bid package (unless Owner through change order changes the Scope of Work and the Guaranteed Maximum Price (GMP)), one of the following may occur: (1) the price of the bid package may be negotiated with the lowest responsible bidder, or (2) at the CMAR's request and expense, and at the Owner's sole option, Owner may require the AE to make certain changes in the Project Plans and Specifications as are necessary to bring that particular package into line, consistent with Owner's program and the Project's financial feasibility, or (3) with the approval of the Owner, funds may be reallocated from the construction contingency within the GMP to pay the difference between the low bid price and the amount allocated for the bid package, but in no case shall such approval serve to increase the GMP of the **PROJECT**.

4.05 Performance Bond and Labor and Material Payment Bond. Prior to the Construction Commencement Date, the CMAR shall obtain for the benefit of and directed to the Owner, a labor and material payment and performance bond, satisfying the requirements of the Owner and Tennessee Code Annotated, covering the faithful performance by the CMAR of its obligations under this Agreement, including but not limited to, the construction of the **PROJECT** on the Project Site, and the payment of all obligations arising thereunder, including all payments to subcontractors, laborers and materialmen (the "Payment and Performance Bond"). The surety selected by the CMAR to provide the Payment and Performance Bond shall be approved by the Owner prior the issuance of such Bond, which approval shall not be unreasonably withheld.

4.06 Construction Phase; Building Permit; Code Inspection.

1. Building Permit. The CMAR shall pay for all permits. The Owner and AE shall be required to provide such information to the Permitting Authority as is necessary to obtain approval from the Permitting Authority to commence construction prior to beginning construction. The CMAR shall pull the Building Permit, and shall be responsible for delivering and posting the Building Permit at the Project Site prior to the commencement of construction. The Owner and AE shall fully cooperate with the CMAR when and where necessary.

2. Code Inspections. All projects require detailed code compliance inspection during construction in disciplines determined by the Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing, and general building. The CMAR shall notify the appropriate inspector(s) and the AE's representative, no less than 24 hours in advance that the work is ready for inspection and before the work is covered up. All inspection shall be made for

conformance with the applicable ordinances and building codes. Costs for all re-inspections of work found defective and subsequently repaired shall not be included as Project costs and shall be borne by the CMAR or as provided in the contract between CMAR and subcontractor.

3. CMAR's Staff. The CMAR shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the CMAR to coordinate, inspect and provide general direction of the work and progress of the subcontractors and the CMAR shall provide no less than those personnel during the respective phases of construction. The CMAR shall not change any of those persons unless mutually agreed to by the Owner and CMAR. In such case, the Owner shall have the right to approval of the qualifications of the replacement personnel. The Owner shall have the right to request to replace the staff at the Project site at any time during the construction. The CMAR shall comply with the CMAR Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

4. Lines of Authority. The CMAR shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of the Permitting Authority, the subcontractors, and the AE to provide general direction of the work and progress of the various phases and subcontractors. The Owner and AE may attend meetings between the CMAR and his subcontractors.

5. Schedule Provision - Construction Phase. The CMAR shall continue to provide current scheduling information and provide direction and coordination regarding beginning and finishing dates, responsibilities for performance and the relationships of the CMAR's work to the work of its subcontractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall Project Schedule. The Project Schedule shall include all phases of procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The CMAR shall advise the Owner, its representatives, and the AE of their required participation in any meeting or inspection giving each at least one week notice unless such notice is made impossible by conditions beyond its control. The CMAR shall hold job-site meetings at least biweekly with the Construction Team and at least once each week with the subcontractors and the AE's field representative, or more frequently as required by work progress, to review progress, discuss problems and their solutions and coordinate future work with all subcontractors. The CMAR shall prepare and maintain a record of such meetings and distribute copies as necessary.

6. Solicitation of Subcontracts.

   The Owner intends to bid, through the CMAR, all portions of this **PROJECT**.

   a. The CMAR shall prepare all documents for bidding procurement of long lead items, materials and services, and for subcontractor contracts. The solicitation and award process shall be consistent with the requirements of Article 6 hereof.

   b. As part of such bid preparation, the CMAR shall review the specifications and drawings prepared by the AE. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the

specifications or in the drawings noted by the CMAR shall be brought to the attention of the Owner and AE in written form.

c. The CMAR shall, unless waived by Owner, conduct conferences with all prospective subcontractors, for the purpose of reviewing and approving awards. Invited will be the AE, Owner and Owner's representatives. In the event questions are raised which require an interpretation of the documents or otherwise indicate a need for clarification or correction, the CMAR shall transmit these to the AE and upon receiving clarification or correction in writing shall prepare an amendment to the document and issue same to all of the prospective subcontractors.

d. Selection and award of subcontracts shall be consistent with Article 6 hereof.

e. Work by CMAR and/or LEA: in accordance with Tennessee Code Annotated 49-2-203(a)(3)(D)(ii), the CMAR is prohibited from undertaking actual construction work on the PROJECT, except in instances where bids have been solicited twice and no bids have been submitted. If the CMAR can document that a good faith effort was made in each bid solicitation to obtain bids and no bids were received, then the CMAR may perform the construction work at a price agreed upon by the CMAR, the AE and the Owner of the project with written authorization to support such CMAR completion. Further, a school system, at its own discretion, may perform work on the PROJECT with its own employees, and may include the coordination and oversight of this work as part of the services of the CMAR.

f. Advertisement Timeframe

The CMAR shall publicly advertise the bidding for a period of time not less than the days provided in the schedule below. Such timeframes may only be waived or modified to a lesser time with approval of the Owner's Director of Procurement.

ESTIMATED CONSTRUCTION COSTS	CALENDAR DAYS FOR ADVERTISEMENT
$100,000.00 - $200,000.00	10 DAYS
$200,000.01 - $500,000.00	15 DAYS
$500,000.01 +	2I DAYS

g. Advertisement Location/Media

The CMAR shall publicly advertise for the period listed above in a regionally circulated newspaper, on a news and information website, and on their company website or through a third-party eProcurement system where available. The advertisement must run at least once in the newspaper prior to the opening date following the above thresholds. The CMAR's advertisement must include the date and time of the submission deadline. The CMAR shall make every effort to receive maximum exposure and therefore receive adequate competition for their advertisement. Sealed bids for actual construction work shall be opened at a public bid opening and the names of the contractors and their bid amounts shall be announced.

h. Documentation Responsibility

The CMAR shall maintain files that adequately support the competitive solicitation process chosen and followed by the CMAR. At minimum, the CMAR shall provide to the Owner assigned Project Manager a summary bid tabulation depicting all bids received broken down by discipline and clear indication of the selected sub-contractor(s). Should the CMAR not select the lowest bidder in any instance, a written description as to why the lowest bidder was not selected must be provided within the bid tabulation summary.

The bid tabulation summary and the guaranteed maximum price documentation shall be provided to the Owner Project Manager for review. The GMP documentation shall also provide a breakdown of pricing by discipline.

7. Quality Control. The CMAR shall develop and maintain a program acceptable to the Owner and AE to assure quality control of the construction. The CMAR shall be responsible for and supervise the work of all subcontractors, providing instructions to each when their work does not conform to the requirements of the Project Plans and Specifications and the CMAR shall continue to coordinate the work of each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should a disagreement occur between the CMAR and the AE over the acceptability of the work, the Owner, at its sole discretion and in addition to any other remedies provided herein, shall have the right to determine acceptability.

8. Subcontractor. The CMAR shall solely supervise the subcontractors. The CMAR shall negotiate all change orders and field orders with all affected subcontractors and shall review the costs and advise the Owner and AE of their validity and reasonableness, acting in the Owner's best interest. Before any work is begun on any change order which is to be funded through contingency, approval for use of contingency funds must be secured from Owner and a written authorization from the Owner must be issued. However, when there is an imminent threat to health and safety, and Owner's concurrence is impractical, the CMAR shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken. The CMAR shall also carefully review all shop drawings and then forward the same to the AE and Owner for review and actions. The AE will transmit them back to the CMAR who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The CMAR shall maintain a suspense control system to promote expeditious handling. The CMAR shall request the AE to make interpretations of the drawings or specifications requested of him by the subcontractors and shall maintain a business system to promote timely response. The CMAR shall inform the AE which shop drawings or requests for clarification have the greatest urgency and need to be responded to first. The purpose shall be to enable the AE to prioritize requests coming from the CMAR. The AE shall timely respond. The CMAR shall advise the Owner and AE when timely response is not occurring on any of the above.

9. Job Site Requirements.

   a. The CMAR shall provide each of the following activities as a part of its services hereunder:

      i. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

      ii. Maintain a roster of companies on the **PROJECT** with names and telephone numbers of key personnel.

iii. Establish and enforce job rules governing parking, clean-up, use of facilities and work discipline.

iv. Provide labor relationships management and equal opportunity employment for a harmonious productive **PROJECT**.

v. Provide and administer a safety program for the **PROJECT** to meet OSHA requirements. Monitor for subcontractor compliance without relieving them of responsibilities to perform work in accordance with best acceptable practice.

vi. Provide quality control program.

vii. Provide miscellaneous office supplies that support the construction efforts which are consumed by its own forces.

viii. Provide for travel to and from its home office to the Project Site and to those other places within Hamilton County as required by the **PROJECT**.

b. The CMAR shall provide personnel and equipment or shall arrange for separate subcontractors to provide each of the following as a Project Cost:

i. Distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors.

10. Job Site Administration. The CMAR shall provide as part of its services, job site administrative functions during construction to assure proper documentation, including but not limited to the following:

a. Job Meetings. Hold progress and coordination meetings to provide for a timely completed **PROJECT**. Implement procedures and assure timely submittals, expedite processing approvals and return of shop drawings, samples, etc. Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing(s), labor allocation, etc. Review and implement revisions to the Project Schedule. Monitor and promote safety requirements. The CMAR shall use the job site meetings as a tool for (i) preplanning of work and enforcing schedules and for establishing procedures, responsibilities and identification of authority for all to clearly understand; (ii) identify party or parties responsible for follow up on any problems, delay items or questions, and (iii) record course for solution. The CMAR shall visit each pending item at each subsequent meeting until resolution is achieved and shall require all present to make known any problems or delaying event known to those present for appropriate attention and resolution.

b. Material and Equipment Expediting. Provide staff to closely monitor material and equipment deliveries, critically important checking and follow-up procedures on supplier commitments of all subcontractors and maintain a material and equipment expediting log.

c. Payments to Subcontractors. Develop and implement a procedure for review, processing and payment of applications by subcontractors for progress and final payments.

d. Document Interpretation. Refer all questions for interpretation of the documents prepared by the AE to the AE and the Owner.

e. Reports and Project Site Documents. Record the progress of the **PROJECT**. Submit written progress reports to the Owner and the AE, including information on subcontractors' work, and the percentage of completion. Keep a daily log available to the Owner, the AE and the Permitting Authority inspectors.

f. Subcontractors Progress. Prepare periodic punch lists for subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.

g. Substantial Completion. The CMAR, AE, and Owner will conduct a pre-substantial completion inspection. The CMAR will prepare the pre-substantial completion punch list from which the CMAR and AE will develop a completion schedule. The CMAR shall ascertain when the work or designated portions thereof are ready for Owner and AE substantial completion inspection. The CMAR shall provide a complete list of incomplete or unsatisfactory items (preliminary punch list) to the Owner and AE prior to this inspection. The Owner and AE shall add to this list additional incomplete or unsatisfactory item(s). The CMAR shall prepare a punch list of items to be completed and a schedule for their completion including completion dates for review and approval by the Owner and AE ("Punch List Completion Date").

h. Final Completion. Monitor the subcontractors' performance on the completion of the **PROJECT** and provide notice to the Owner and AE that the work is completed and ready for final inspection. Secure and transmit three (3) copies to the Owner, through the AE, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings and maintenance books including a final completion form.

i. Startup. With the Owner's personnel, direct the check-out of utilities, operations, systems and equipment for readiness and assist in their initial start up and testing by the subcontractors.

j. Record Drawings. The CMAR shall monitor the progress of its own forces or its subcontractors on marked up field prints so as to provide completed record drawings to be turned over to the AE for preparation of As-builts as required herein.

k. Administrative Records. The CMAR will maintain at the job site and his principal office, originals or copies of, on a current basis, files and records, such as, but not limited to the following:

Contracts or Purchase Orders
Shop Drawings submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Amendment
Warranties and Guarantees
Cost Accounting Records

Labor Costs
Material Costs
Equipment Costs
Cost Proposal Request
Payment Request Records
Meeting Minutes
Cost Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes
Purchase Orders
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
Record Drawing Marked Print
Operating and Maintenance Instruction
Daily Progress Reports
Transmittal Records
Inspection Reports
Bid/Award Information
Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and updates
Suspense (Tickler) Files of Outstanding Requirements
Documentation of Good Faith Effort
Correspondence Files

The **PROJECT** records shall be available at all reasonable times to the Owner and AE for reference, review or reproduction.

11. Shop Drawings and Samples. After checking and verifying all field measurements, the CMAR will submit to the AE and Owner for approval, in accordance with the acceptable schedule of Shop Drawing submission, five copies of all Shop Drawings, which shall have been checked by and stamped with the approval of the CMAR and identified as the AE may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the AE to review the information as required.

    The CMAR will also submit to the AE for approval with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CMAR, identified clearly as to material, manufacturer, any pertinent numbers and the use for which intended.

    a. At the time of each submission, the CMAR will in writing call the AE's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents and, in addition, shall cause a specific notation to be made on each shop drawing submitted for review and approval of each such variation.

       The AE will review and approve with reasonable promptness Shop Drawings and Samples, but its review and approval shall be only for conformance with the design

concept of the **PROJECT** and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The CMAR will make any corrections required by the AE and will return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. All cost incurred for the resubmitted shop drawing shall be the CMAR responsibility. The CMAR's stamp of approval on any Shop Drawing or sample shall constitute a representation to the AE that the CMAR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Document.

No work requiring a Shop Drawing or sample submissions shall be commenced until the submission has been approved by the AE. Any related work performed prior to review and approval by the Owner of the pertinent submission will be sole expense and responsibility of the CMAR. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the CMAR at the site and shall be available to the AE.

The AE approval of Shop Drawings or samples shall not relieve the CMAR from his responsibility for any deviations from the requirements of the Contract Documents, unless the CMAR has in writing called the AE's attention to such deviation at the time of submission and the Owner and the AE have given written approval to the specific deviation; or shall any approval by the AE relieve the CMAR from responsibility for errors or omissions in the Shop Drawings.

4.07 Project Schedule; Substantial Completion; Occupancy.

1. Establishment of Project Substantial Completion Date. At the time a Guaranteed Maximum Price (GMP) is established, the Project Substantial Completion Date for completion of the construction may be amended by Owner upon recommendation of Construction Team, if reasonably necessary, which Project Substantial Completion Date shall be subject to Force Majeure. An amendment to Substantial Completion Date under this section will not necessarily involve additional CMAR compensation. The CMAR agrees to complete the construction prior to the Project Substantial Completion Date. The CMAR acknowledges that failure to complete the **PROJECT** prior to the Project Substantial Completion Date will result in substantial damages to the Owner. The CMAR shall be assessed liquidated damages in the amount, (*****Liquidated Damages will be established with Phase 2 amendment***), per calendar day for each day completion is extended beyond the Project Substantial Completion Date, plus any fines and penalties directly imposed against Owner by any regulatory and/or governmental authority against Owner. Provided, however, CMAR and Owner shall cooperate with each other, and shall use best efforts and due diligence to avoid the imposition of any such fines and/or penalties.

2. Completion of Construction. The date of Substantial Completion of the **PROJECT** or a designated portion thereof is the date when construction is sufficiently complete in accordance with the Project Plans and Specifications so the Owner can lawfully occupy or utilize the **PROJECT** for the use for which it is intended. The CMAR warranty shall commence on the Project Final Completion Date.

3. Owner Occupancy. The CMAR shall provide services during the design and construction phases which will provide a successful and timely Owner occupancy of the **PROJECT**. The CMAR shall provide consultation and Project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the subcontractors; "on line" in such conditions as will satisfy Owner operations requirements. The CMAR shall catalog operational and maintenance requirements of the equipment to be operated by maintenance personnel and convey these to the Owner in such a manner as to promote their usability. The CMAR shall provide operations training, in equipment use, for building operators.

4. Record Drawings. The CMAR shall continuously review Record Drawings and mark up progress prints. Upon receipt by CMAR of its final payment due hereunder, the CMAR shall provide to the AE and Owner an original of marked-up, Record Project Plans and Specifications showing the location and dimensions of the **PROJECT** as constructed, which documents shall be certified as being correct by the CMAR and the AE.

4.08 CMAR's Warranty. The CMAR warrants that all labor and materials will conform to the Project Plans and Specifications. The CMAR further warrants that all materials and equipment will be new, of good quality and free from any defects. With respect to the same work, the CMAR further agrees to correct or replace as necessary all work found by the Owner to be defective in material and workmanship or not in conformance with the Project Plans and Specifications for a period of one year from the Project Final Completion Date. CMAR shall use its best efforts and due diligence to ensure that, during the warranty period, those entities or individuals who have provided direct warranties to the Owner as required by the contract documents perform all required warranty work in a timely manner and at the sole cost and expense of such warranty providers. The direct cost of any warranty work shall be paid by CMAR. The CMAR shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by the contract documents. Also, the CMAR shall conduct, jointly with the Owner and the AE, a warranty inspection eleven (11) months after the Project Final Completion Date.

4.09 Lien Free Construction. All construction services provided by CMAR or any of the subcontractors in construction of the **PROJECT** on the Project Site shall be accomplished in a manner that will result in no liens, claims or encumbrances being imposed against the **PROJECT**.

ARTICLE 5.
OWNER'S RESPONSIBILITY

5.01 Project Site; Title. The Owner hereby represents to the CMAR that it currently has, and will maintain up through and including the Project Substantial Completion Date, good title to all of the real property constituting the Project Site. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Site which might arise during the course of construction.

5.02 Permits . The CMAR shall be responsible for paying for all licenses and shall be responsible for payment of and obtaining all necessary permits and governmental authorizations as may be necessary for the commencement of construction as contemplated by this Agreement, and through the completion of the **PROJECT**. Such permits and governmental authorizations shall include the Building Permit, temporary construction easements or right-of-ways if necessary, vacation of right-of-ways as may be required and any necessary variances, rezoning or other land use approvals. Upon receipt of all surveys, soils tests and

other Project site information, CMAR shall promptly advise Owner of any inadequacies in such information and of the need for any additional surveys, soil or subsoil tests, or temporary construction easements or right-of-ways. Owner shall not be responsible for any delay or damages to the CMAR for any site conditions or deficiencies in the site and access to the site which could have been identified by CMAR and corrected by Owner prior to the establishment of the GMP. Nothing contained herein shall be construed as creating any obligation of the Owner relating to the **PROJECT** which is inconsistent with the exercise of Owner's obligations and responsibilities as a governmental authority, nor shall anything contained herein be construed as obligating the Owner to be a partner or joint venture with CMAR. Nothing herein shall be construed or deemed to contractually or otherwise obligate Owner to approve any rezoning or variance petition, if such rezoning or variance is necessary or desirable for development and/or completion of the **PROJECT**.

5.03 Project Plans and Specifications; Architect. The parties hereto acknowledge and agree that Owner has previously entered into an agreement between Owner and AE dated June 24, 2025. Pursuant to the terms of such agreement, the AE, as an agent and representative of Owner, is responsible for the preparation of Project Plans and Specifications which consist of drawings, specifications and other documents setting forth in detail the requirements for the construction of the **PROJECT**. All of such Project Plans and Specifications shall be provided either by Owner or the AE and CMAR shall be under no obligation to provide same and shall be entitled to rely upon the accuracy and completeness of the Project Plans and Specifications provided by the AE, and all preliminary drawings prepared in connection therewith. The CMAR shall be notified of any written modification in the agreement between Owner and AE. By execution hereof, CMAR represents and warrants that it has reviewed the agreement between Owner and AE and finds that such agreement between Owner and AE is consistent and compatible with the obligations and requirements of CMAR as more fully set forth in this Agreement.

5.04 Surveys; Soil Tests and Other Project Site Information. Owner shall be responsible for providing a legal description and certified land survey of the Project Site in a form and content, and with such specificity as may be required by the AE and CMAR to perform their services. To the extent deemed necessary by Owner and AE, and solely at Owner's expense, Owner may engage the services of a Geotechnical Consultant to perform test borings and other underground soils testing as may be deemed necessary by the AE or the CMAR. CMAR shall not be obligated to provide such surveys or soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided to CMAR. Owner shall provide CMAR as soon as reasonably possible following the execution of this Agreement all surveys or other survey information in its possession describing the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements and legal descriptions then in its possession or control.

5.05 Information; Communication; Coordination. Owner hereby designates representatives of both HCS and HCG to act on the Owner’s behalf with respect to the Project, including an HCS Project Coordinator for educational and programmatic matters and an HCG Project Coordinator for contract administration, purchasing, and construction administration matters. The Project Coordinator shall examine all documents or requests for information submitted by the CMAR and shall advise CMAR of Owner's decisions pertaining thereto within a reasonable period of time to avoid unreasonable delay in the progress of the CMAR's services. CMAR shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule as it relates to the date of Substantial Completion, the Project cost, CMAR's compensation,

documentation relating to use of contingency, approving or changing the GMP shall only be effective when approved in writing by the Owner. Owner reserves the right to designate a different Project Coordinator provided CMAR is notified in writing of any such change. Owner and AE may communicate with subcontractors, materialmen, laborers or suppliers engaged to perform services on the **PROJECT**. Neither the Owner nor the AE shall attempt to direct the work of or otherwise interfere with any subcontractor, materialmen, laborer or supplier or otherwise interfere with the work of the CMAR.

5.06 Construction Inspections and Coordination. Owner, AE and CMAR agree to cooperate and coordinate with each other and all Permitting Authorities, including specifically: **Hamilton County Codes and Building Services, City of Chattanooga, and the State of Tennessee Fire Marshall.**

5.07 Acknowledgment. The CMAR recognizes and acknowledges that Owner is a governmental body with certain procedural requirements to be satisfied. CMAR has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency. Specific directions and approval made by the Owner shall be in writing authorized at its regular or special public Meetings, or as otherwise consistent with authorities granted to the Project Coordinator.

ARTICLE 6.
SUBCONTRACTOR SELECTION AND PAYMENT PROCESS

6.01 Definition. A subcontractor is a person or organization who has a direct contract with the CMAR to perform any work at the Project Site. Except as specifically set forth herein with respect to direct materials acquisitions by Owner, nothing contained in this Agreement or in any contract document does or shall create any contractual relation between the Owner or AE and any subcontractor. Specifically, the CMAR is not acting as an agent of the Owner with respect to any subcontractor.

6.02 Subcontracts. The CMAR shall provide a copy of all proposed subcontracts, including general supplementary conditions to the Owner. Owner and CMAR understand, acknowledge and agree that Owner is in the process of evaluating its requirements for the procurement of subcontractor services necessary to construct the **PROJECT**. Prior to establishment of the GMP and CMAR's solicitation from subcontractors and/or suppliers, Owner and CMAR shall agree upon a procurement methodology and process which shall comply with the legal requirements and expectations of Owner. CMAR agrees to cooperate with Owner in any procurement methodology and process which is required by law, and also cooperate with Owner in any such methodology or process desired by Owner (and not otherwise legally required) provided that such cooperation does not result in any extension of the Project Substantial Completion Date established by the Project Schedule.

6.03 Application for Progress Payments.

1. Not more often than once a month, nor less often than specified in the approved payment schedule, and on a date established at the Project Preconstruction Conference, the CMAR will submit to the AE and Owner for review an Estimate and Requisition for Payment Form filled out and signed by the CMAR covering the actual Work completed as of the date of the Application and supported by such data. Also, if payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to and

authorized in writing, the application for Payment shall also be accompanied by such supporting data, satisfactory to the Owner, as well establish the Owner's title to the material and equipment and protect its interest therein, including applicable insurance. All progress payments will be subject to the retainage percentage (5%) in accordance with Tennessee law, including T.C.A. §§ 66-34-103 and 66-34-104. Any retainage withheld by the Owner shall be deposited and maintained in a separate interest-bearing escrow account with a third party as required by applicable law. Retainage shall be released for work completed in accordance with the Contract Documents and applicable Tennessee statutes, including release within ninety (90) days after completion of the Work or substantial completion of the Project for such completed work, whichever occurs first, subject to the satisfaction of closeout, punch list, lien waiver, and other contractual requirements for final payment.

The Estimate and Requisition for Payment form shall list individually, each instrument of change to the Guaranteed Maximum Price or Project Contingency, its approved value, the amount previously requisitioned, the amount sought in the current requisition, the total value of completed work and, if requested by the Owner, the Estimate and Requisition for Payment form shall, for each instrument of change to the Guaranteed Maximum Price or Project Contingency, be further detailed to provide a breakdown, by trade, of the values and requisition amounts for each trade, for each change instrument.

2. Approval of Payments. The AE will, within ten (10) calendar days after receipt of each Application for Payment, either indicate his approval of payment and deliver the application to the Owner or return the Application to the CMAR indicating in writing the reason for refusing to approve payment. In the latter case, the CMAR may make the necessary corrections and resubmit the Application. The Owner will, within five (5) calendar days after receipt of each approved application for payment, either indicate their approval of payment and within fifteen (15) calendar days pay the CMAR ninety five percent (95%) of the portion of the GMP properly allocated to labor, materials and equipment incorporated in the Work and ninety five percent (95%) of the portion of the GMP properly allocated to materials and equipment suitably stored at the site or at some other location or return the application to the CMAR through the AE indicating in writing the reason for refusing to approve payment. In the latter case, the CMAR may make the necessary corrections and resubmit the application to the AE.

   The AE's approval of any payment requested in an Application for Payment shall constitute a representation by him to the Owner, based on the AE's on-site observations of the Work in progress and on his review of the Application for Payment and the supporting data that the CMAR is entitled to payment of the amount approved.

   The AE may refuse to approve the whole or any part of any payment if in his opinion, he is unable to make such representations to the Owner. He may then refuse to approve any such payment because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the Owner from loss because:

   a. The Work is defective;
   b. A portion of such payment is the subject of a dispute or claim that has been filed.
   c. The amount has been reduced because of Modifications;
   d. The Owner has been required to correct defective Work or complete the Work in accordance with the guarantee and warranty.
   e. Of unsatisfactory prosecution of the Work, including failure to clean up.

3. The CMAR shall pay each subcontractor, upon receipt of payment from the Owner, out of the amount paid to the CMAR on account of such subcontractor's work, the amount to which the subcontractor is entitled in accordance with the terms of the CMAR's contract with such subcontractor. The CMAR shall, by appropriate agreement with each subcontract, require each subcontractor to make payments to subcontractors in a similar manner. After receipt of payment from Owner, if the need should arise to withhold payments to subcontractors for any reason, as solely determined by CMAR, the CMAR shall promptly restore such monies to the owner, adjusting pay requests and Project bookkeeping as required.

   Commencing with second application of the Estimate and Requisition for Payment form, the Owner may require, as a condition of payment, the submission of releases of lien from any or all subcontractors. Where the Owner so requires, the releases furnished shall be original copies, properly executed and notarized, in a form acceptable to the Owner.

4. The CMAR warrants that upon payment of any retainage, materials and equipment covered by a partial payment request will pass to Owner either by incorporation in construction or upon receipt of payment by the CMAR, whichever occurs first; (a) work, materials and equipment covered by previous partial payment requests are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (b) no work, materials or equipment covered by a partial payment request will have been acquired by the CMAR, or any other person performing work at the site or furnishing materials or equipment for the **PROJECT** is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the CMAR or other such person.

6.04 Application for Final Payment.

1. Final Inspection. Upon written notice from the CMAR that the **PROJECT** is complete, the AE and Owner will make a final inspection with the CMAR and will notify the CMAR in writing of any particulars which this inspection reveals that the Work is defective. The CMAR shall immediately make such corrections as are necessary to remedy the defects within a reasonable time.

2. Final Inspection for Payment. After the CMAR has completed any such corrections to the satisfaction of the AE and Owner and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by legally effective final releases or waivers of liens from the CMAR and all subcontractor(s) which performed services for the CMAR pursuant to the Contract Documents and the consent of surety, if applicable to final payment.

3. Approval of Final Payment. If, on the basis of its observations and review of the Work during construction, its final inspection and its review of the final Estimate and Requisition for Payment, all as required by the Contract Documents, the AE is satisfied that the Work has been completed and the CMAR has fulfilled all of his obligations under the Contract Documents, it will, within ten (10) calendar days after receipt of the final Application for Payment, indicate in writing its approval of payment and deliver the application to the Owner. Otherwise, it will return the Application to the CMAR, indicating in writing its reason for refusing to approve final payment, in which case the CMAR will make the

necessary corrections and resubmit the Application. The Owner will, within fifteen (15) calendar days after receipt of approved application for final payment, either indicate their approval of the estimate and requisition application for payment and within fifteen (15) calendar days pay the CMAR the amount approved by the Owner and issue a Certificate of Final Completion or return the application through the AE indicating in writing the reason for refusing to approve payment. In the latter case, the CMAR may make the necessary corrections and resubmit the application to the AE.

If, after substantial Completion of the Work, final completion is materially delayed through no fault of the CMAR, and the AE so confirms, the Owner shall and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted, shall be submitted by the CMAR to the AE, prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

If liquidated damages are to be deducted from the final payment, the Owner shall so notify the CMAR in writing at least ten (10) calendar days prior to the Owner's submittal to Finance.

The CMAR will be required to submit with his final payment documents a DBE Participation Certification indicating all DBE subcontractor(s) and amount(s) utilized for the **PROJECT**.

At the final completion of the construction **PROJECT** the Owner's Project Manager will prepare a Contractor Performance Evaluation, and forward to the CMAR for review, comment and signature.

Upon receipt of the Contractor Performance Evaluation the CMAR will have seven (7) calendar days, from the date received, to review, comment, sign and return back to the Project manager. If the evaluation has not been received back from the CMAR within the seven (7) calendar days, the Owner will assume the CMAR fully agrees with and has no comments to the evaluation.

4. Final Accounting Costs. Final accounting of costs of the work shall be provided by the CMAR in the form of a detailed cost report showing vendor, invoice number and date of invoice for all costs, all sorted by trade division cost code as is maintained by the CMAR in his accounting system. Upon receipt of the detailed cost report final accounting, the Owner may have access to all accounting records at the CMAR's place of business for review and reporting purposes by the Owner's accountant, whether external or internal.

ARTICLE 7
CHANGES IN THE PROJECT

7.01 Amending and Supplementing Contract Documents. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. a formal Written Amendment,

2. a Change Order, or

3. a Field Directive Change.

The Contract price and the Contract Time may only be changed by the Change Order or a Written Amendment.

In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

1. a Field Change Order,

2. the AE approval of a Shop Drawing or sample, or

3. the AE written interpretation or clarification.

7.02 Changes in Work. Without invalidating the Agreement, the Owner may unilaterally and at any time or from time to time order additions, deletions or revisions in the Work; these will be authorized by Change Orders or Field Directive Change. Upon receipt of a Change Order or Field Directive Change, the CMAR will proceed with the Work involved.

All such Work shall be executed under the applicable conditions of the Contract Documents.

If any Change Order or Field Directive Change causes an increase or decrease in the Guaranteed Maximum Price (GMP) or any extension or shortening the Contract Time, an equitable adjustment will be made.

Additional Work performed by the CMAR without written authorization of a change in the form of an approved Change Order will not entitle him to an increase in the Guaranteed Maximum Price (GMP) or any extension of the Contract Time, except in the case of an emergency.

It is the CMAR's responsibility to notify the Surety of any changes affecting the general scope of the Work or change of the Guaranteed Maximum Price (GMP) and the amount of the applicable Bonds shall be adjusted accordingly. The Surety's Acceptance must be submitted to the AE, by the CMAR, within ten (10) calendar days of the initiation of the change.

7.03 Change of Guaranteed Maximum Price. The Guaranteed Maximum Price (GMP) constitutes the total compensation payable to the CMAR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CMAR shall be at his expense without change in the Guaranteed Maximum Price.

The Guaranteed Maximum Price (GMP) may only be changed by a Change Order. Any claim for an increase or decrease in the Guaranteed Maximum Price (GMP) shall be in writing and delivered to the AE within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within fifty (50) calendar days after such occurrence (unless Owner allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CMAR's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CMAR has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Guaranteed Maximum Price (GMP) will be valid if not submitted in accordance with this paragraph. All claims for adjustment in the Guaranteed Maximum Price (GMP) shall be reviewed by the AE. Any change in the Guaranteed Maximum Price (GMP) shall be incorporated in a Change Order and approved by the Owner. No claim by the CMAR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Guaranteed Maximum Price shall be determined in one of the following ways:

1. Where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, by application of unit prices to the quantities of the items involved.

2. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.

3. By cost of the Work and mutually acceptable fixed amount for overhead and profit agreed upon by the parties.

   In such cases the CMAR will submit in the form prescribed by the Owner an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the CMAR to the Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease as determined by the Owner. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase or decrease, if any.

   Regardless of how the value of Work covered by a Change Order or any other claim for an increase or decrease in the Guaranteed Maximum Price is determined, in no case shall the total amount of overhead and profit, including all tiers of subcontractors, exceed 15% of the cost of the Work, unless otherwise approved by the Owner. Such 15% limit shall not include the cost of the Construction Manager’s General Conditions or CMAR Fees where due.

7.04 Change of Contract Time. The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be in writing and delivered to the AE within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and stating general nature of the claim. Notice of the extent of the claim with supporting data (analysis and documentation) shall be delivered within sixty (60) calendar days after such occurrence (unless the AE allows an additional period of time to ascertain in more accurate data in support of the claim) and shall be accompanied by the CMAR's written statement that the adjustment claim is the entire adjustment to which the CMAR has reason to believe it is entitle as a result of the occurrence of said event. If adverse weather conditions are the basis for a

claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction. No claim by the CMAR under this provision shall be allowed unless the CMAR has given the notice and the analysis and documentation required in this paragraph. All claims for adjustment in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

The Owner shall not be responsible for any delay in the completion of the **PROJECT** where the delay is beyond the control or without fault or negligence on behalf of the Owner. The Owner shall not be held accountable for extra compensation or an extension of time due to default by the CMAR, subcontractors, or suppliers in the furnishing of labor or materials for the **PROJECT**, or having to replace defective materials.

The CMAR shall be entitled to a claim for an extension of time when a delay or hindrance is caused by an act of God, or any act or omission on the part of the Owner, or other cause beyond CMAR's control, provided the CMAR gives notice to the AE within fifteen (15) calendar days of CMAR's discovery of the occurrence of the event giving rise to the claim and having stated the general nature of the claim. The CMAR's sole remedy shall be an extension of Contract Time, except that, where a delay, disruption, interference, suspension, resequencing, or hindrance to the Work is caused by the Owner, the AE, or separate contractors of the Owner, the CMAR shall be entitled to an equitable adjustment in both Contract Time and the Guaranteed Maximum Price to account for extended general conditions, labor and equipment inefficiency, escalation, remobilization, and other reasonably necessary, documented costs directly attributable to such delay (as opposed to concurrent delays CMAR may be responsible for, which shall not qualify for relief).

If the CMAR encounters conditions at the Project Site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Project Plans and Specifications, or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Project Plans and Specifications, the CMAR shall promptly provide written notice to the Owner and AE before such conditions are disturbed and, in any event, no later than fifteen (15) calendar days after first observance of the conditions. The AE shall promptly investigate such conditions. If the AE determines that such conditions differ materially from those indicated in the Project Plans and Specifications and cause an increase or decrease in the cost of, or time required for, performance of the Work, the AE shall recommend an equitable adjustment to the Guaranteed Maximum Price and/or Contract Time. Any such adjustment shall be implemented by Change Order in accordance with Article 7. If the AE determines that the conditions are not materially different from those indicated in the Project Plans and Specifications and that no adjustment to the Guaranteed Maximum Price or Contract Time is justified, the AE shall promptly notify the Owner and CMAR in writing, stating the reasons for such determination. If the Owner or CMAR disputes the AE's determination or recommendation, the matter shall be resolved in accordance with the provisions of this Agreement governing claims and disputes.

No extension of Contract Time or increases in Guaranteed Maximum Price (GMP) shall be granted for any delay caused either by (1) inadequate crewing, default or bankruptcy of lower tier contract, slow submittals, etc., or (2) by severe though not unusual weather conditions (other than hurricanes and tornadoes) or (3) any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work

within the Contract Time unless otherwise agreed to by the Owner in its sole discretion or (4) for any delay which is caused by the CMAR having to replace defective material or (5) delays attributable to the lack of performance by subcontractors regardless of the reasons.

ARTICLE 8.
RELATIONSHIP BETWEEN CMAR AND ARCHITECT-ENGINEER (AE)

8.01 Administration. The AE will provide administration of this Agreement as it relates to inspection of the **PROJECT** during construction and shall at all times have access to the work wherever it is in preparation and progress. Owner shall, in accordance with this Agreement and Owner's Agreement with AE, use its best efforts to maintain cooperation between the AE and CMAR.

8.02 Inspection of the Work. The AE will visit the Project Site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with this Agreement and the Project Plans and Specifications. On the basis of the AE's on-site observations as the design professional, the AE will keep the Owner informed of the progress of the work, and will endeavor to protect the Owner against defects and deficiencies in the work of the CMAR. The AE will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work which shall be the obligation of CMAR.

8.03 Interpretation of Project Plans and Specifications. The AE will be the interpreter of the requirements of the Project Plans and Specifications. Upon receipt of comments or objections by CMAR or Owner, the AE will make decisions on all claims, disputes or other matters pertaining to the interpretation of the plans and specifications. The AE's decisions in matters relating to artistic effect will be final if consistent with the Project Plans and Specifications.

8.04 Rejection of Nonconforming Work. The AE and Owner have the authority to reject work which does not conform to the Project Plans and Specifications.

8.05 Uncovering of Work.

1. If any portion of the work should be covered contrary to the written request of the AE, it must, if required in writing by the AE, be uncovered for his observation and shall be recovered at the CMAR's expense.

2. If any other portion of the work has been covered which the AE has not specifically requested to observe prior to being covered, the AE may request to see such work and it shall be uncovered by the CMAR. If such work be found to be in accordance with the Project Plans and Specifications, the cost of uncovering and replacement shall, by appropriate Change Order, be added to the Project Cost.

8.06 Correction of Work. The CMAR shall promptly correct all work rejected by the AE for being defective or as failing to conform to the Project Plans and Specifications whether observed before or after the Project Completion Date and whether or not fabricated, installed or completed. The CMAR shall bear all costs of correcting such rejected work, including compensation for AE additional services made necessary thereby.

8.07 Timely Performance of AE. Owner, CMAR and AE understand, acknowledge and agree that timely performance and response by AE to certain information requested by CMAR is an important aspect of joint cooperation between and among the Construction Team. The CMAR shall identify which requests for information or response from the AE have the greatest urgency, and the CMAR shall identify those items which require prioritizing in response by the AE. The CMAR shall also identify the preferred time period for response and shall request a response time which is reasonably and demonstrably related to the needs of the **PROJECT** and CMAR. In the event that the period of time identified by CMAR for response is demonstrably unfair, AE shall communicate such information to CMAR, in writing, and AE shall identify the time necessary for response and a date upon which the AE's response will be made. In the event that the AE believes that any such information provided by CMAR is incomplete or otherwise inadequate to provide its response, AE shall immediately inform CMAR of such fact, in writing, with a copy to the Owner's Project Coordinator. In the event that the CMAR believes that AE is not providing timely services or responses as required by this paragraph, CMAR shall immediately inform AE of such fact, in writing, with a copy to the Owner's Project Coordinator.

ARTICLE 9
CONTRACTOR'S LIABILITY INSURANCE

9.01 Contractor's Liability Insurance. The CMAR will purchase and maintain such insurance as will protect him from claims under Worker's Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees including claims insured by usual personal injury, sickness and disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom any or all of which may arise out of or result from the CMAR's operations under the Contract Documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for no less than the limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance. As a prerequisite to the Owner signing the Contract, the CMAR will file with the Owner certificates of such insurance, acceptable to the Owner; these certificates shall contain a provision for cancellation.

9.02 Insurance Requirements. Before final execution of the Agreement and until acceptance of the Work by the Owner, the CMAR shall procure and maintain insurance of the types and of the limits specified below.

An Insurance Certificate shall be required from the CMAR. Such form must be properly executed and submitted by an authorized representative of the insurance company and CMAR. Such certificate of insurance states that the coverage is primary, and shall be in the types and amounts stated below.

9.03 Certificate of Insurance. The Hamilton County Department of Education and Hamilton County Government, members of its County Commission, boards, commissions and committees, officers, agents, and employee, are to be specifically included as an Additional Insured on the Commercial General Liability coverage.

It shall be the responsibility of the CMAR to ensure that all subcontractors carry General Liability Insurance, Automobile Liability, and Workers' Compensation in compliance with statutory limits.

The Certificate of Insurance must contain the following limits:

1. Worker's Compensation: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a minimum limit of $500,000.00 each accident. The certificate shall include a waiver of subrogation from the carrier.

2. Commercial General Liability: Shall have minimum limits of $1,000,000.00 per occurrence with $2,000,000 aggregate. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage, and a Contractual Liability Endorsement. Said coverage must be on an occurrence basis. the Hamilton County Department of Education and Hamilton County Government, its officers and employees shall be included as an Additional Insured.

3. Business Automobile Policy: Shall have minimum limits of $1,000,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-owned Vehicles, and Employees Non-Ownership and be based on occurrence basis.

4. All Risk Builders Risk or Installation Floater: Upon execution of the Phase 2 Amendment, and prior to issuance of the Notice to Proceed for Construction Phase services, the CMAR shall also procure and maintain All Risk coverage, with the limits of insurance to equal 100% of the completed contract amount of such addition(s), building(s), or structure(s). Any deductible is the responsibility of the CMAR. The Owner shall be named as an additional insured only with respect to losses in connection with this contract.

   The CMAR agrees that the requested insurance coverage(s) are not intended to and shall not, in any manner, limit or reduce the liabilities and obligations assumed by the CMAR, it's agents, employees, subcontractors, etc.

ARTICLE 10.
FORCE MAJEURE, FIRE OR OTHER CASUALTY

10.01 Force Majeure

1. Delays in any performance by any party contemplated or required hereunder due to: fire, flood, earthquake or hurricane, acts of God, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, or any law, order, proclamation, regulation or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated and without the fault or negligence of the party seeking excuse from performance, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or

obligation pursuant to this Agreement for any of the events of Force Majeure, the date for performance required or contemplated by this Agreement shall be extended by the number of calendar days such party is actually delayed in such substantial completion.

2. The party seeking excuse for nonperformance on the basis of Force Majeure shall promptly give written notice to the Owner, if with respect to the CMAR, or to the CMAR, if with respect to the Owner, specifying its actual or anticipated duration, and weekly thereafter, if such delay shall be continuing, written notice stating whether the condition continues and giving its actual or then anticipated duration. Each party seeking excuse from nonperformance on the basis of Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

10.02 Casualty; Actions by Owner and CMAR. During the Construction Period, if the **PROJECT**, or any part thereof, shall have been damaged or destroyed, in whole or in part, the CMAR shall promptly make proof of loss and Owner and CMAR shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The CMAR shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses and other changes, including normal and ordinary compensation to the CMAR, necessary for reconstruction of the **PROJECT** substantially in accordance with the Project Plans and Specifications. Within fifteen (15) calendar days following satisfaction of the express conditions described in subsections (1), (2) and (3) below, the CMAR covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the **PROJECT** to substantially the same size, floor area, cubic content and general appearance as prior to such loss or damage:

1. receipt by the Owner or the Trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction; and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;

2. written agreement executed by the CMAR and the Owner, by amendment to this Agreement or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Cost necessitated thereby, including any required amendment to the GMP; and

3. final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required Building Permit.

10.03 Approval of Plans and Specifications. The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the **PROJECT**, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage and such plans and specifications conform to the applicable laws, ordinances, codes and regulations. The owner agrees that all proceeds of any applicable insurance or other proceeds received by the owner or the CMAR as a result of such loss or damage shall be used solely for payment of the costs, expenses, and other charges of the reconstruction or repair of the **PROJECT**.

10.04 Notice of Loss or Damage. The CMAR shall promptly give the Owner written notice of any significant damage or destruction to the **PROJECT**, defined as loss or damage which it is contemplated by CMAR will increase the GMP or extend the date of substantial completion, stating the date on which such damage or destruction occurred, the then expectations of CMAR as to the effect of such damage or destruction on the use of the **PROJECT**, and the then proposed schedule, if any, for repair or reconstruction of the **PROJECT**. Loss or damage which the CMAR determines will not affect the GMP or date of substantial completion will be reported to Owner and AE immediately and associated corrective actions will be undertaken without delay.

ARTICLE 11
INDEMNIFICATIONS

11.01 Indemnification by CMAR. To the fullest extent permitted by law, the CMAR shall indemnify, defend, and hold harmless the Owner (the Hamilton County Board of Education and Hamilton County Commission), its board, officers, employees, agents, and consultants (collectively, the "Indemnitees") from and against any and all claims, demands, suits, actions, damages, liabilities, judgments, losses, costs, and expenses (including reasonable attorneys' fees and litigation costs) of any nature whatsoever arising out of, relating to, or resulting from:

1. the acts, errors, omissions, negligence, or willful misconduct of the CMAR, its subcontractors, suppliers, employees, agents, or consultants in connection with the performance of the Work;

2. any breach by the CMAR of its contractual obligations under this Agreement;

3. damage to or destruction of tangible property (including Owner's property) caused by or resulting from the CMAR or those acting under its direction;

4. injury to or death of any person caused by or resulting from the CMAR or those acting under its direction; and

5. the failure of the CMAR or those acting under its direction to comply with any applicable federal, state, or local laws, ordinances, rules, regulations, or orders.

The CMAR shall, at its sole expense, promptly repair, restore, or replace any tangible property of the Owner that is damaged by the CMAR or its subcontractors.

The obligations of indemnification under this Article shall apply regardless of whether such claim, damage, loss, or expense is caused in part by an Indemnitee; provided, however, that the CMAR shall not be required to indemnify or hold harmless an Indemnitee against liability for damages to the extent such damages are caused by the sole negligence or willful misconduct of that Indemnitee.

The parties acknowledge and agree that nothing in this Agreement shall be construed to waive or limit the Owner's governmental immunity or defenses available under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et seq., or other applicable law. The CMAR's indemnification obligations are separate from, and in addition to, any insurance or self-insurance maintained by the Owner, including coverage provided through the Tennessee Risk Management Trust (TNRMT). Nothing herein shall be construed to expand the obligations of the Tennessee Risk Management Trust or to create

any coverage for the CMAR's indemnification responsibilities, which remain the sole responsibility of the CMAR.

11.02 Exculpation. Notwithstanding the indemnification obligations set forth herein, the CMAR shall not be liable for, nor deemed to have assumed responsibility for, the professional services provided directly to the Owner by the Architect/Engineer (AE) or its agents, employees, or consultants. Without limitation, the CMAR shall not be responsible for errors, omissions, or deficiencies in maps, drawings, specifications, surveys, reports, or other design documents prepared by the AE, nor for losses, injuries, or damages arising out of the AE's negligent performance of professional services.

The parties further acknowledge that the Owner's participation in the Tennessee Risk Management Trust provides certain self-insurance coverage subject to statutory limitations, but nothing in this Agreement shall be construed as obligating the Tennessee Risk Management Trust to provide coverage for the CMAR's indemnification obligations, which remain the sole responsibility of the CMAR.

11.03 Nothing contained herein shall constitute a waiver of any governmental immunity, sovereign immunity, statutory protection, limitation of liability, or defense available to HCS or HCG under Tennessee law.

11.04 Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- damages incurred by the Owner for income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

- damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

11.05 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this Section shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. However, this waiver shall not apply to the extent damages are covered by insurance required by Contractor under this Agreement.

ARTICLE 12.
DEFAULT; TERMINATION

12.01 Termination by Owner Without Cause. The Owner reserves the exclusive right to terminate this Agreement without cause as provided herein. In the event that Owner exercises its rights of termination, Owner shall provide written notice to CMAR of termination and the termination shall become effective upon delivery to CMAR of such written notice. As a condition of Owner's termination rights provided for in this paragraph, CMAR shall be released and discharged from all obligations arising by, through or under the terms of this Agreement, and the Payment and Performance Bond shall be terminated. In the event of any such termination by Owner, Owner shall assume and become liable for obligations, commitments and unsettled contractual claims that CMAR has previously undertaken or

incurred in connection with the **PROJECT** and as authorized under this agreement. In addition, Owner shall pay CMAR the additional compensation described below:

1. Termination by Owner for Certain Identified Events. After the establishment of the GMP, if the final cost estimates make the **PROJECT** no longer reasonably feasible from the standpoint of the Owner, Owner shall provide written notice to CMAR of termination prior the Construction Commencement Date. Owner shall pay CMAR all compensation earned or accrued by CMAR up to and including the date of termination.

2. Termination Based Upon Abandonment, Casualty or Force Majeure. If, after the Construction Commencement Date (i) Owner abandons the **PROJECT** (which for purposes of this paragraph shall mean the cessation of all construction and other activities relating to the **PROJECT**, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the **PROJECT**, and no recommencement of same within 12 months following the date of termination), or (ii) the **PROJECT** is stopped for a period of 60 consecutive calendar days due to an instance of force majeure or the result of a casualty resulting in a loss that cannot be corrected or restored within 120 calendar days (excluding the time required to assess the damage and complete the steps contemplated), the Owner shall have the right to terminate this Agreement and pay the CMAR its compensation earned or accrued to date.

3. Owner's Termination for Owner Convenience. Notwithstanding anything contained herein to the contrary, Owner may without cause, terminate this agreement at any time upon delivery of written notice to the CMAR. In the event Owner delivers such notice to the CMAR, CMAR agrees to withdraw its employees and its equipment, if any, from the work site on the effective date of the termination as specified in said notice (which effective date shall not be less than two (2) business days after the date of delivery of the notice), regardless of any claim the CMAR may or may not have against the Owner. In the event of such termination, CMAR shall be entitled to any unpaid Cost of the **PROJECT** incurred to the effective date of such termination, and to no compensation other than the fees owed or accrued through the date of termination.

12.02 Termination by the CMAR. In the event that the **PROJECT** is stopped for a period of sixty (60) calendar days by the CMAR for the Owner's failure to make payments thereon, or in the event that Owner shall have otherwise defaulted in its obligations under the terms of this Agreement, the CMAR, upon giving fourteen (14) calendar days written notice of such event of nonpayment or default to the Owner, and upon the expiration of such fourteen (14) calendar day period, if such nonpayment or other event of default has not been cured, the CMAR may terminate this Agreement and demand payment of all of the CMAR's compensation hereof and Owner shall assume and become liable for obligations, commitments and unsettled contractual claims that CMAR has previously undertaken or incurred pursuant to this Agreement.

12.03 Owner's Right to Perform CMAR's Obligations and Termination by Owner for Cause.

1. If the CMAR fails to timely perform any of his obligations under this Agreement, including any obligation the CMAR assumes to perform work with his own forces, the Owner may, after seven (7) calendar days' written notice, during which period the CMAR fails to perform such obligation, make good such deficiencies and perform such actions. The GMP, or the actual cost of the **PROJECT**, whichever is less, shall be

reduced by the cost to the Owner of making good such deficiencies and the CMAR's compensation shall be reduced by an amount required to manage the deficiencies, provided, however, nothing contained herein shall limit or preclude Owner from pursuing additional damages from CMAR as a result of its breach.

2. If the CMAR is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls thirty (30) calendar days or more behind schedule) which has been adopted by the Construction Team, or if it fails to make prompt payment to subcontractors for materials or labor, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violations of a provision of the Agreement, then the Owner may, without prejudice to any other right or remedy, and after giving the CMAR and its surety, if any, fourteen (14) calendar days' written notice, and during which period the CMAR fails to cure the violation, terminate the employment of the CMAR and take possession of the Project Site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CMAR, and may finish the **PROJECT** by whatever method the Owner may deem expedient. In such case, the CMAR shall not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages arising as a result of failure of CMAR to perform as provided in this Agreement, as well as reasonable termination expenses and costs and damages incurred by the Owner may be deducted from any payments left owing the CMAR.

12.04 Obligations, Rights and Remedies Cumulative. The specific rights and remedies to which either the Owner or the CMAR are entitled are not exclusive and are intended to be in addition to any other remedies or means of redress to which the Owner or the CMAR may lawfully be entitled and are not specifically prohibited by this Agreement.

12.05 Non-action on Failure to Observe Provisions of This Agreement. The failure of the Owner or the CMAR to promptly insist upon strict performance of any terms, covenant, condition or provision of this Agreement or any exhibit or any other Agreement contemplated hereby, shall not be deemed a waiver of any right or remedy that the Owner or the CMAR may have, and shall not be deemed a waiver of any subsequent default or nonperformance of such term, covenant, condition or provision.

12.06 Litigation. All claims, disputes, or other matters in question between the Owner and the CMAR, arising under the terms of this Agreement and performance hereunder shall be decided by a court of competent jurisdiction, and shall not be the subject of arbitration. The parties agree that with respect to any Agreements executed by and between themselves relating to the **PROJECT** and any other persons or entities performing work on the **PROJECT**, that such agreements will contain a provision such that any disputes shall be resolved in a court of competent jurisdiction, it being the intention of all parties that any dispute be resolved in one consistent forum.

12.07 Attorney's Fees. In any litigation between the parties hereto arising out of this Agreement, the prevailing party shall be entitled to recover all fees and costs incurred in such litigation, including reasonable attorney's fees, through appeals.

ARTICLE 13.
MISCELLANEOUS

13.01 Harmony. CMAR is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by it and its subcontractors for work on the **PROJECT** shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the **PROJECT**. CMAR further agrees that this provision will be included in all subcontracts of the subcontractors as well as the CMAR's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge on account of membership or non-membership in any labor union or labor organization, the right of any person to work of the Tennessee Constitution. Owner's liability for obligations, commitments and unsettled contract claims in the event of termination of this Agreement, shall be limited in accordance with an agreed to subcontract termination clause approved by Owner.

13.02 Ownership of Products and Documents. All documents, reports, analysis maps, blueprints, drawings and other papers and products prepared or received by CMAR in connection with this Agreement ("CMAR's work"), upon payment by Owner of fees accrued and owing at the time of CMAR's work shall be the property of Owner and Owner shall have the right to use CMAR's work subsequently without restriction or limitation.

13.03 Disadvantage Business Enterprises. The CMAR is advised that the Owner encourages the utilization of local Disadvantaged Business Enterprise (DBE) participation in District procurement's. CMAR will take all reasonable and necessary affirmative steps to assure that local DBE firms will be utilized for this **PROJECT**.

13.04 Successors and Assignment. No transfer or assignment of the rights and/or obligations of Owner under this Agreement shall be effective without the written consent of the CMAR. No transfer or assignment of the rights and/or obligations of the CMAR under this Agreement shall be effective without the written consent of the Owner. The terms herein contained shall bind and inure to the benefit of the Owner, its successors and assigns, and the CMAR, its successors and assignments, except as may be otherwise specifically provided herein.

13.05 Notices. All notices, demands, requests for approvals or other communications which may be or are required to be given by either party to the other in writing shall be deemed given and delivered on the date received by the person listed below or the Authorized Representative, or, if notice is by mail, on the date mailed to the address below or, if by hand delivery, on the date delivered to the address below:

To the CMAR	Hoar Construction, LLC Chris Potter, Division Vice President 1300 Broad Street, Suite 201 Chattanooga, TN 37402
With a copy to: And; To the Consultant:	Tinker Ma, LLC Thomas Palmer 714 Cherry Street Chattanooga, TN 37402

With a copy to:	
And;	
To the Owner (HCS)	Hamilton County Department of Education 3074 Claude Ramsey Parkway Chattanooga, TN 37421
Department of	Maintenance
Project Manager	Justin Witt, Executive Director of Maintenance
With a copy to:	
And;	
To the Owner (HCG)	Hamilton County Government 4005 Cromwell Road, Room 106 Chattanooga, TN 37421
Department of	Hamilton County Public Works Division
Project Manager	Michael Kirk
With a copy to:	
And;	
To the Owner (HCG)	Hamilton County Government 625 Georgia Avenue, Suite 204 Chattanooga, TN 37402
Department of	Hamilton County Attorney's Office
Project Manager	Janie Varnell

The addresses to which notice is to be sent may be changed from time to time by a written notice delivered to each party to this Agreement. Until notice of change of address is received, a party may rely upon the last address given.

13.06 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such reminder would then continue to conform to the requirements of applicable laws and if the remainder of this Agreement can substantially be reasonably performed without material hardship, so as to accomplish the intent and the goals of the parties hereto.

13.07 Applicable Law and Construction. The laws of the State of Tennessee shall govern the validity, performance and enforcement of this Agreement. This Agreement has been negotiated by the Owner and the CMAR, and this Agreement, including the Exhibits, shall not be deemed to have been prepared by either the Owner or the CMAR, and each of them shall be deemed to have participated equally in the preparation hereof.

13.08 Submission to Jurisdiction.

1. Each party to this Agreement hereby submits to the Jurisdiction of the courts of the State of Tennessee with venue in Hamilton County, Tennessee, for the purposes of any suit, action or other proceeding arising out of or related to this Agreement and hereby agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts.

2. The present registered agent of Hoar Construction, LLC is C T Corporation System, the individual designated for service of process by the corporation, which is CMAR under the terms of this Agreement, with an address of 300 Montvue Rd, Knoxville, TN 37919-

5546. If at any time3 during the term of this Agreement, the CMAR is not a resident of the State of Tennessee or has no partner, officer, employee or agent thereof available for service of process as a resident of the State of Tennessee, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, employee or agent available for service of process in the State of Tennessee, CMAR hereby designates the Secretary of State, State of Tennessee, its agent for the service of process in any court action between it and the Owner, arising out of or related to this Agreement and such service shall be made as provided by the laws of the State of Tennessee for service upon a nonresident; provided, however, that at the time of service on the Secretary of State, a copy of such service shall be mailed by prepaid, registered mail, return receipt requested, to the CMAR at the address for notices.

13.09 Estoppel Certificates. The CMAR and the Owner shall at any time and from time to time, upon not less than twenty-one (21) calendar days prior notice by the other party, execute, acknowledge and deliver to the other a statement certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications that the same as modified is in full force and effect and setting forth such modifications), the dates to which any changes have been paid in advance, if any, and, to the knowledge of such party, neither it nor the other party is then in default hereof, it being intended that any such statement delivered may be relied upon by any prospective purchaser, mortgagee, assignee of any mortgage or assignee of the respective interests in the **PROJECT**, if any, of either party made in accordance with the provisions of this Agreement.

13.10 Complete Agreement. The written form of this Agreement and the Exhibits supersede and control over any and all prior agreements, understandings, representations and statements, whether written or oral, specifically including, but not limited to the Proposal, made with regard to the matters addressed by this Agreement.

13.11 Captions. The section headings and captions of this Agreement and the table of contents preceding this Agreement are for convenience and reference only and in no way definite, limit or describe the scope or intent of this Agreement, or any part thereof, or in any way affect this Agreement, or construe any article or section hereof.

13.12 Holidays. It is hereby agreed and declared that whenever the time period for a notice or performance under the terms of this Agreement is seven (7) days or greater, and would be made or given or done on a Saturday or Sunday or on a legal holiday observed by the Owner, it shall be postponed to the next following business day, not a Saturday, Sunday or legal holiday.

13.13 Exhibits. Each Exhibit referred to in and attached to this Agreement is an essential part of this Agreement. The Exhibits, and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13.14 Authorized Representatives. Within three (3) business days following the Effective Date of this Agreement, the Owner and the CMAR shall each designate an initial authorized representative (the Project Coordinator as to the Owner) to act on its behalf to the extent and for the duration of the **PROJECT** and shall provide to the other the name, address and specimen signature of such authorized representative. Unless otherwise designated by Owner to the contrary. Thereafter, subsequent or replacement designations may be made as deemed necessary and appropriate by the designating party. Upon such subsequent or replacement designation being made, the designating party shall promptly notify the other party hereto.

13.15 Nondiscrimination. At all times during the construction of the **PROJECT**, including the receipt, evaluation, negotiations and approval of all bids for work to be performed on the **PROJECT**, and the hiring and discharge of all employees or other personnel, the CMAR shall not discriminate against any person or entity on the basis of race, creed, sex or national origin.

13.16 No General Obligation. In no event shall any obligation of the Owner under this Agreement be or constitute a pledge of the ad valorem taxing power of the Owner within the meaning of the Constitution of the State of Tennessee or any other applicable laws. Neither the CMAR nor any other party under or beneficiary of this Agreement shall ever have the right to compel the exercise of the ad valorem taxing power of the Owner, in any form on any real or personal property to pay the Owner's obligations or undertakings hereunder.

13.17 Members of the Owner Not Liable.

1. All covenants, stipulations, obligations and agreements of the Owner contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the Owner to the full extent authorized by the Constitution and laws of the State of Tennessee.

2. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the Governing Body or agent or employee of the Owner in its, his or their individual capacity, and neither the members of the Governing Body of the Owner, nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the Owner of this Agreement or any act pertaining hereto.

13.18 Relationship of the Parties. No party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties, and nothing in this Agreement shall be deemed to contemplate either party as a partner, agent or local representative of the other party, or relationship between the parties or to create the relationship of employer/employees.

13.19 Maintenance of Records. The CMAR shall keep adequate records and supporting documents applicable to this contractual matter. Said records and documentation will be retained by the CMAR for a minimum of seven (7) years from the date of termination of this Agreement. The Owner and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the Owner deems necessary during the period of this Agreement and during the period of seven (7) years thereafter; provided, however, such activity shall be conducted only during normal business hours. The Owner, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CMAR as concerns the aforesaid records and documentation.

CMAR specifically acknowledges its obligations to comply with State of Tennessee Regulations, with regard to public records, and shall:

1. keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the services required under this Agreement;

2. upon request from the Owner, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the agreed upon costs or as otherwise provided by law;

3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

4. meet all requirements for retaining public records and transfer, at no cost to the Owner, all public records in possession of CMAR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology system of the Owner.

13.20 Appropriations and Non-Appropriation: Owner's obligations are subject to the availability and annual appropriation of funds by the governing bodies of Hamilton County Department of Education and Hamilton County Government. Payments are limited to funds duly appropriated for this Project. If sufficient funds are not appropriated or are otherwise unavailable, Owner may terminate the Agreement without liability for future payments (other than amounts then due and owing for Work properly performed), upon written notice to CMAR.

13.21 Electronic Records Security: For any Owner data CMAR stores or processes electronically, CMAR shall implement commercially reasonable administrative, technical, and physical safeguards to protect against unauthorized access, disclosure, alteration, or destruction, and shall promptly notify Owner of any confirmed data security incident affecting such data and cooperate in containment and remediation.

IF THE CMAR HAS QUESTIONS REGARDING THE APPLICATION OF TENNESSEE CODE ANNOTATED 10-7-503, TO THE CMAR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 423-498-7043, 3074 CLAUDE RAMSEY PARKWAY, CHATTANOOGA, TN 37421.

EXECUTION OF AGREEMENT, the parties have executed this Agreement as of the date last below written.

VENDOR:

Signature **Date**

Printed Name

Title

OWNER:

Hamilton County Department of Education

Signature (Board Chair) **Date**

Printed Name

Title

Hamilton County Government

Signature **Date**

Printed Name

Title

EXHIBIT A

DEFINITIONS

1. "Agreement" means this Agreement between Owner and Construction Manager, including any Exhibits attached hereto, and any amendments or revisions to this Agreement or any of the exhibits.

2. "Authorized Representative" means the person designated by the Owner and CMAR, respectively, to act on its behalf, pursuant to the terms of this Agreement. The Authorized Representative is referred to herein in this Agreement as Project Coordinator.

3. "Change Order" means a written order to the CMAR signed by the Owner, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Guaranteed Maximum Price or the Contract Time. The Guaranteed Maximum Price and the Contract Time may be changed only by a Change Order. A Change Order signed by the CMAR indicates his agreement therewith, including the adjustment in the Guaranteed Maximum Price or the Contract Time.

4. "Completion (Final)" means acceptance of the Project by the Owner as evidenced by its signature upon a final payment Certification form and approval thereof by the Owner or their designee. The final payment Certification shall be signed only after the Owner has assured itself by tests, inspections, or otherwise that all of the provisions of the Contract have been carried out as required.

5. "Completion (Substantial)" means an acceptance of the Work by the Owner when construction is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the work or designated portion thereof for the use for which it is intended. A certificate of occupancy or compliance, when applicable, issued by the Building Official is required concurrent with or prior to issuance of the Certificate of Substantial Completion.

6. "Construction Commencement Date" means the date specified in the Construction Phase Notice to Proceed.

7. "Effective Date of the Agreement" means the date on which the agreement is signed and delivered by the latter of the two parties.

8. "Exhibits" means those agreements, forms of agreements, instruments and other documents attached hereto and designated as exhibits to this Agreement or incorporated by reference into this Agreement.

9. "Field Change Order" is a written change order requested by the AE, accepted by the CMAR, and approved by the Project Coordinator for minor changes in the Work, not involving the adjustments in the Guaranteed Maximum Price or an extension of Time, and not inconsistent with the overall intent of the Contract Documents.

10. "Field Directive Change" is a written directive to the CMAR, issued on or after the effective date of the Agreement ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies. A Field Directive Change may not change the Guaranteed Maximum Price or the Contract Time, but is evidence that the parties expect that the change directed or

documented by a Field Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Guaranteed Maximum Price or the Contract Time.

11. "Force Majeure" means those conditions constituting excuse from performance as described in and subject to the conditions described in Paragraph 10.01 hereof.

12. "Guaranteed Maximum Price (GMP)" is established by the CMAR guaranteeing the maximum price to the Owner, for the construction cost of the project.

13. "Owner" means the Hamilton County Department of Education, a Local Education Agency (LEA) of the State of Tennessee, Hamilton County Government, a political subdivision and public county governmental entity of the State of Tennessee and any successor in interest thereto.

14. "Permitting Authority" means the Hamilton County Department of Education and any other applicable governmental authority acting in its governmental and regulatory capacity, which is required to issue or grant any permit, certificate, or other approval which is required to issue or grant any permit, certificate, or other approval which is required as a condition precedent to the commencement of any construction of the Project, or any part thereof, including the Building Permit.

15. "Project" means the design, construction and equipping of the Project established in the “Agreement between Owner and Construction Manager” and related or appurtenant facilities thereto, in accordance with the Project Plans and Specifications.

16. "Project Architect" or "AE" means Architect or Engineer established in the “Agreement between Owner and Construction Manager” and their successors and assigns, who have been selected by and retained by the Owner to provide the services of licensed architect-engineer for the Project as contemplated by this Agreement.

17. "Project Budget" means the compilation of identified costs for all services to be provided by CMAR, Project Architect and Subcontractors in connection with the planning, design, construction and equipping of the Project in accordance with the Project Plans and Specifications.

18. "Project Plans and Specifications" means the construction drawings and final specifications prepared by the Project Architect and any changes, supplements, amendments or additions thereto approved by the Owner and CMAR, which shall also include any construction drawings and final specifications required for the repair or construction of the Project.

19. "Project Schedule" means the estimated and approximate schedule and sequence of events for the commencement, progression and completion of the Project, and as such schedule may be amended as provided for in the Agreement.

20. "Punch List Completion Date" means the date upon which all previously incomplete or unsatisfactory items, as identified by CMAR, Project Architect and/or Owner are completed in a competent and workmanlike manner, consistent with standards for renovation of this type and with good building practices in the State of Tennessee.

21. "Subcontractor" means any person or organization as defined in Paragraph 6.01 hereof.

End of Exhibit A

EXHIBIT B

PROJECT COSTS

"Project Costs" mean all of the costs incurred by the Owner and CMAR [excluding Part II, below] in planning, constructing and equipping the Project, all of which Project Costs are to be incorporated within the GMP established by the CMAR, and without excluding any cost not listed but which is specifically identified in the Agreement, shall include the following:

PART I

Part IA - Costs Included Within CMAR Fees

Proportion related to this project of:

Salaries or other compensation of the CMAR's officers, partners and/or employees at its principal office and branch offices unless otherwise indicated in Part IB.

CMAR's general operating and overhead expenses of the CMAR's principal and branch offices, and all CMAR profit.

The costs of all data processing staff and data processing equipment.

Licenses.

Principal and branch office supplies including paper, pencils, paper clips, file folders, staples, etc.; janitorial supplies.

Part IB – Reimbursable Project Costs Not Included within CMAR Fee

Wages and salaries of the Construction Manager's Project Manager and Superintendent when engaged on the project.

Expenses such as telephone and facsimile service at the site, long-distance telephone charges, expressage, and postage.

Costs for copies of documents created within the PMIS Reporting System and copies of all documents furnished to Owner.

Contractors' public liability and property damage insurance; and Worker's Compensation insurance.

Construction or other work performed by CMAR or otherwise, which, when CMAR is permitted to bid pursuant to this agreement, shall be for the bid price or where such work is performed pursuant to emergency or similar circumstances, shall be for the wages paid for labor in the direct employ of the CMAR (as opposed to wages paid to management or supervisory personnel), and such fringe benefits, if any, as may be payable with respect thereto.

Blueprint/Printing Copies - Costs of all reproductions used for bidding or information which may be distributed to vendors and the public.

Electrical Power consumption (monthly) - temporary construction use only.

Water consumption (monthly) - temporary construction use only.

Cleanup at the job site.

Barricades and safety equipment at the job site.

Temporary fencing and gates at the job site.

Signs at the job site, only sign permitted on site is project sign as defined in construction specification.

Weather protection at the job site.

Construction office trailer at the job site.

Record Drawings.

Progress Photographs/Video.

Owner's Insurance, including Builders Risk and Completed Products and Operations insurance

Cost of all materials, supplies and equipment incorporated by CMAR in the Project, including costs of transportation and storage thereof.

Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are employed or consumed in the performance of the work and cost less salvage value on such items used but not consumed which remain the property of the CMAR.

No costs shall be paid by the Owner to the CMAR for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the CMAR.

Surveys; layout equipment and materials.

Temporary Toilets/holding tanks.

Dumpsters at the job site.

Watchmen at the job site.

Impact Fees

Permits

All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the CMAR's fees as set forth in the Agreement.

PART II

Owner's Expenses

The Agreement includes items designated or contemplated as items to be provided by Owner, but excluded for the purposes of determination of the project costs or GMP. These items include but may not be limited to the following:

Site conditions (such as hazardous materials, concealed subsurface conditions and assorted tests and corrective measures).

Additional surveys, except construction layout.

Easements and temporary construction easements.

Land use approvals, if required.

Blue Print/Printing copies of the construction documents, plans and specifications.

Additional insurance, if any.

Any additional consultant fees as may be required, additional AE fees, additional CMAR fees.

All furniture, equipment and materials purchased and installed by Owner or other than CMAR.

Previously approved AE fees.

Already paid site acquisition costs.

Already completed Geotechnical and site studies.

Services provided by the Owners employees in planning, constructing and equipping the project.

End of Exhibit B

EXHIBIT C

PRE-CONSTRUCTION PROPOSAL

CMAR-RFP FILE: 26-59

Form 1 (Page 2 of 2)

HAMILTON COUNTY SCHOOLS

COST PROPOSAL FORM

COMPANY NAME: Hoar Construction, LLC

SOLICITATION: **CMAR-RFP 26-59, FRANKLIN-ROBERTS FUTURE READY CENTER CONSTRUCTION MANAGER AT RISK**

Having carefully examined the Solicitation/Contract Documents, Contractor/Vendor proposes to furnish the Scope of Services as described herein and within all applicable proposal submission documents for the fee(s) as presented below.

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Solicitation/Contract Documents. All Unit Prices shall be proposal at the nearest whole penny.

The Owner requests proposals/proposals be submitted on proposal/proposal forms provided by the Owner for this solicitation. Fee(s) submitted on other forms, other than those provided by the Owner, may be deemed Non-Responsive upon review by and at the sole discretion of HCS Purchasing Office.

FRANKLIN-ROBERTS FUTURE READY CENTER CONSTRUCTION MANAGER AT RISK

Item	Description	Unit of Measure	Amount / Fee
PRECONSTRUCTION PHASE			
1	Preconstruction Fee: Assume a construction budget of $46,000,000.	Lump Sum	$ 50,000.00
CONSTRUCTION PHASE **The following fees are for evaluation purposes and shall be finalized as part of the final GMP process.*			
2	Proposed Construction Management Fee: Fee shall include overhead and profit applicable to a construction budget of $46,000,000.	Percentage	2.75 %
3	Proposed General Conditions Costs: Provide general conditions costs based on the General Requirements as stated herein (Fee & Cost Allocations).	Lump Sum	$ 819,000.00
4	Proposed General Liability Insurance Rate	Percentage	0.90 %
5	Proposed Builders Risk Rate	Percentage	0.15 %
6	Proposed Performance and Payment Bond Rate	Percentage	0.55 %

EXHIBIT D

CMAR'S BACKGROUND SCREENING AFFIDAVIT

CMAR-RFP FILE: 26-59

Form 8

Certification of Compliance with Tennessee Public Chapter # 587

The General Assembly of the State of Tennessee requires any person, corporation or other entity who enters into or renews a contract with a local board of education comply with Tennessee Public Chapter #587 (TPC587).

TPC587 requires persons, employees of the person or corporation that have direct contact with school children or access to school grounds when children are present to have supplied to the corporation a fingerprint sample and have conducted a criminal history records check by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds. (The Public Chapter 1080, (D) was amended to: "A person whose contract is for the performance of a service at a school-sponsored activity, assembly or even at which school officials or employees are present when the service is performed and where the activity, assembly, or event is *conducted under the supervision of school officials or employees."*

TPC587 provides guidance for employees who have been convicted of an offense that is classified as a sexual offense or a violent sexual offense.

I have read the attached TENNESSEE PUBLIC CHAPTER # 587 and certify compliance with the regulations.

Hoar Construction, LLC, 1300 Broad Street, Suite 201, Chattanooga, TN 37402

Name/Address of Organization

Chris Potter, Division Vice President

Name/Title of Submitting Official

Signature

6/24/26

Date

HAMILTON COUNTY SCHOOLS

3074 Claude Ramsey Parkway
Chattanooga, TN 37421

To: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

From: Mary Ellen Heuton, CPA – Chief Financial Officer

Date: August 13, 2026

Subject: Monthly Financial Report

Board Agenda Category:

- ☑ Consent Agenda
- ☐ Action Item
- ☐ Reports and Information

Due to year-end closing, the financial statements for the month of June are not available. The

Hamilton County Financial Report will be submitted to the Board upon completion

Opportunity 2030 Commitment Connection

- ☑ Every Student Learns
- ☑ Every Student Belongs
- ☑ Every School Equipped
- ☑ Every Employee Valued
- ☑ Every Community Served

HAMILTON COUNTY SCHOOLS

3074 Claude Ramsey Parkway
Chattanooga, TN 37421

To: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

From: Mary Ellen Heuton, Chief Financial Officer, Finance

Date: August 13, 2026

Subject: Budget Amendments – Federal Grants, State Grants and Self-Funded Programs

Board Agenda Category:

- ☑ Consent Agenda
- ☐ Action Item
- ☑ Reports and Information

The Federal Programs budget is amended by items 1 – 3, all of which consist of current year awards.

The State Programs budget is amended by item 4, which consists of current year awards.

The Self-Funded Programs budget is amended by items 5 – 8. Items 5 and 8 consist of current year contributions. Items 6 and 7 consist of current year contributions and carryover contributions.

1. Title I, Part A: Improving Basic Programs, with transfers between lines
2. Carl Perkins Vocational Grant, with a net increase of $83,517 and transfers between lines
3. CTE Perkins Reserve – Secondary Application, totaling $50,000
4. Public School Construction & Maintenance, totaling $1,129,786
5. Hamilton County Government Funds, with a net decrease of $2,334,470
6. Future Ready Institutes – The Howard School, with a net increase of $1,531 and transfers between lines
7. Future Ready Institutes – Tyner Academy, with a net increase of $93,999 and transfers between lines
8. Tuition Based Pre-K, with a net increase of $389,661

Opportunity 2030 Commitment Connection

- ☑ Every Student Learns
- ☑ Every Student Belongs
- ☑ Every School Equipped
- ☑ Every Employee Valued
- ☑ Every Community Served

FEDERAL PROGRAMS
SOURCE OF FUNDS

August 13, 2026

BUDGET AMENDMENTS	FEDERAL THROUGH STATE 47100	TOTAL REVENUE	AMENDMENT ITEM #
Title I, Part A: Improving Basic Programs	-	-	1
Carl Perkins Vocational Grant	83,517	83,517	2
CTE Perkins Reserve - Secondary Application	50,000	50,000	3
	133,517	133,517	

FEDERAL PROGRAMS
USE OF FUNDS

August 13, 2026

BUDGET AMENDMENTS	VOCATIONAL EDUCATION INSTRUCTION 71300	OTHER STUDENT SUPPORT 72130	REGULAR INSTRUCTION SUPPORT 72210	VOCATIONAL EDUCATION SUPPORT 72230	INDIRECT COST 99100	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
Title I, Part A: Improving Basic Programs			83,506		(83,506)	-	1
Carl Perkins Vocational Grant	21,241	34,800		5,145	22,331	83,517	2
CTE Perkins Reserve - Secondary Application	50,000					50,000	3
	71,241	34,800	83,506	5,145	(61,175)	133,517	

STATE PROGRAMS
SOURCE OF FUNDS

August 13, 2026

BUDGET AMENDMENTS	STATE REVENUE 46000	TOTAL REVENUE	AMENDMENT ITEM #
Public School Construction & Maintenance	1,129,786	1,129,786	4

STATE PROGRAMS
USE OF FUNDS

August 13, 2026

BUDGET AMENDMENTS	REGULAR CAPITAL OUTLAY 76100	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
Public School Construction & Maintenance	1,129,786	1,129,786	4

SELF-FUNDED PROGRAMS
SOURCE OF FUNDS

August 13, 2026

BUDGET AMENDMENTS	RESTRICTED FOR EDUCATION FUND BALANCE 34555	OTHER LOCAL REVENUES 44000	OTHER GOVERNMENT GROUPS 48000	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
Hamilton County Government Funds			(2,334,470)	(2,334,470)	5
Future Ready Institutes - The Howard School	1,531			1,531	6
Future Ready Institutes - Tyner Academy	8,999	85,000		93,999	7
Tuition Based Pre-K		389,661		389,661	8
	10,530	474,661	(2,334,470)	(1,849,279)	

SELF-FUNDED PROGRAMS

USE OF FUNDS

August 13, 2026

BUDGET AMENDMENTS	REGULAR INSTRUCTION 71100	VOCATIONAL EDUCATION INSTRUCTION 71300	OTHER STUDENT SUPPORT 72130	REGULAR INSTRUCTION SUPPORT 72210	CTE NSTRUCTIONA SUPPORT 72230	MAINTENANCE OF PLANT 72620	TRANSPORTATION 72710	EARLY CHILDHOOD EDUCATION 73400	REGULAR CAPITAL OUTLAY 76100	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
Hamilton County Government Funds		300,000							(2,634,470)	(2,334,470)	5
Future Ready Institutes - The Howard School		41,531			5,000	(49,000)	4,000			1,531	6
Future Ready Institutes - Tyner Academy	(138,000)	221,999	(2,000)	(10,000)	12,000				10,000	93,999	7
Tuition Based Pre-K								389,661		389,661	8
	(138,000)	563,530	(2,000)	(10,000)	17,000	(49,000)	4,000	389,661	(2,624,470)	(1,849,279)	

HAMILTON COUNTY DEPARTMENT OF EDUCATION
FEDERAL PROGRAMS
TITLE I, PART A: IMPROVING BASIC PROGRAMS
BUDGET FISCAL YEAR 2026-2027
FUND 050
AGENCY 142
ORGANIZATION 101
BUDGET SUMMARY

		AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
	2027 Award	18,649,782	-		18,649,782
	Transfer to Consolidated Administration	(1,517,878)	-		(1,517,878)
	Total Source of Funds	**17,131,904**	**-**	**-**	**17,131,904**
	Revenue 141-2-101-0000-0-00000-471410-0000-0000-101	**17,131,904**	**-**	**-**	**17,131,904**

FUNCTION	OBJECT	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
71100	116	Teachers	873,163			873,163
71100	134	Instructional Personnel-Interventionists/Tutors	1,084,836			1,084,836
71100	163	Educational Assistants	1,153,386			1,153,386
71100	201	Social Security	192,922			192,922
71100	204	State Retirement	256,908			256,908
71100	206	Life Insurance	1,696			1,696
71100	207	Health Insurance	620,692			620,692
71100	208	Dental Insurance	10,699			10,699
71100	210	Unemployment Compensation	580			580
71100	212	Medicare	45,161			45,161
71100	299	Other Fringe Benefits	9,687			9,687
71100	399	Contracted Services	1,099,661			1,099,661
71100	429	Instructional Supplies & Materials	312,332			312,332
71100	471	Software	152,121			152,121
71100	599	Other Charges: Field Trips/Charter Reimbursement	166,727			166,727
		Total 71100 - Regular Instruction	**5,980,571**	**-**	**-**	**5,980,571**
71200	163	Educational Assistants	184,451			184,451
71200	201	Social Security	11,436			11,436
71200	204	State Retirement	24,785			24,785
71200	206	Life Insurance	190			190
71200	207	Health Insurance	67,335			67,335
71200	208	Dental Insurance	1,200			1,200
71200	210	Unemployment Compensation	65			65
71200	212	Medicare	2,674			2,674
71200	299	Other Fringe Benefits	1,085			1,085
71200	599	Other Charges	65,874			65,874
		Total 71200 - Special Education Program	**359,095**	**-**	**-**	**359,095**
72120	399	Contracted Services	9,000			9,000
		Total 72120 - Health Services	**9,000**	**-**	**-**	**9,000**

FUNCTION	OBJECT	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
72130	123	Guidance Personnel	143,793			143,793
72130	1896	Parent Volunteer Coordinator	37,178			37,178
72130	1897	Family Partnership Specialist	247,360			247,360
72130	1898	Student Support Coach	265,534			265,534
72130	1899	Other Salaries & Wages	25,082			25,082
72130	189B	Truancy Specialist	495,898			495,898
72130	189F	College and Career Advisor	72,780			72,780
72130	189G	Behavior Management Specialist	929,302			929,302
72130	189J	Graduation Coach	18,378			18,378
72130	201	Social Security	138,417			138,417
72130	204	State Retirement	305,965			305,965
72130	206	Life Insurance	1,450			1,450
72130	207	Health Insurance	511,252			511,252
72130	208	Dental Insurance	9,137			9,137
72130	210	Unemployment Compensation	496			496
72130	212	Medicare	32,372			32,372
72130	299	Other Fringe Benefits	8,272			8,272
72130	322	Evaluation and Testing	-			-
72130	355	Travel	5,000			5,000
72130	399	Contracted Services	346,196			346,196
72130	471	Software	43,110			43,110
72130	499	Other Supplies & Materials	58,722			58,722
72130	599	Other Charges	483,152			483,152
		Total 72130 - Other Student Support	**4,178,846**	**-**	**-**	**4,178,846**
72210	104	Coordinator	125,250			125,250
72210	105	Supervisor/Director, Coordinators, Administrators	120,918	63,250		184,168
72210	119	Accountant	10,112			10,112
72210	140M	Stipend - Multi Classroom Lead	68,500			68,500
72210	141	Differentiated Compensation	24,621			24,621
72210	162	Classified Extended Contracts	5,233			5,233
72210	172	Instructional Coach	535,245			535,245
72210	1899	Other Salaries	32,340			32,340
72210	189A	Other Salaries - Centralized	72,000			72,000
72210	189D	District Content Lead	361,396			361,396
72210	189E	Dean	136,140			136,140
72210	189L	Stipend - Professional Learning	72,625			72,625
72210	196	In-Service Stipends	11,330			11,330
72210	201	Social Security	97,732	3,922		101,654
72210	204	State Retirement	139,917	5,693		145,610
72210	206	Life Insurance	602	27		629
72210	207	Health Insurance	211,625	9,368		220,993
72210	208	Dental Insurance	3,791	168		3,959
72210	210	Unemployment Compensation	211	9		220
72210	212	Medicare	22,883	917		23,800
72210	299	Other Fringe Benefits	3,433	152		3,585
72210	308	Consultants	100,000			100,000
72210	355	Travel	11,500			11,500
72210	399	Contracted Services	61,532			61,532
72210	524	Staff Development	171,541			171,541
72210	599	Other Charges	458,620			458,620
		Total 72210 - Regular Instruction Support	**2,859,097**	**83,506**	**-**	**2,942,603**
72410	188	Bonus	40,000			40,000
72410	201	Social Security	2,480			2,480
72410	204	State Retirement	3,600			3,600
72410	212	Medicare	580			580
		Total 72410 - Office of the Principal	**46,660**	**-**	**-**	**46,660**

FUNCTION	OBJECT	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
72520	105	Manager	46,000			46,000
72520	188	Bonus	20,000			20,000
72520	201	Social Security	4,092			4,092
72520	204	State Retirement	8,562			8,562
72520	206	Life Insurance	20			20
72520	207	Health Insurance	6,692			6,692
72520	208	Dental Insurance	120			120
72520	210	Unemployment Compensation	8			8
72520	212	Medicare	958			958
72520	299	Other Fringe Benefits	110			110
72520	399	Contracted Services	250,000			250,000
		Total 72520 - Human Resources/Personnel	**336,562**	**-**	**-**	**336,562**
72710	189	Dispatcher	57,345			57,345
72710	201	Social Security	3,555			3,555
72710	204	State Retirement	8,430			8,430
72710	206	Life Insurance	38			38
72710	207	Health Insurance	13,383			13,383
72710	208	Dental Insurance	240			240
72710	210	Unemployment Compensation	13			13
72710	212	Medicare	832			832
72710	299	Other Fringe Benefits	217			217
72710	314	Choice Transportation	407,735			407,735
		Total 72710 - Transportation	**491,788**	**-**	**-**	**491,788**
73400	116	Teacher Pre-K	1,210,000			1,210,000
73400	161	Administrative Assistant	15,900			15,900
73400	163	Educational Assistant Pre-K	460,000			460,000
73400	1898	Student Support Coach	69,500			69,500
73400	189D	District Content Lead	87,900			87,900
73400	189J	Coordinator	50,000			50,000
73400	201	Social Security	117,385			117,385
73400	204	State Retirement	193,023			193,023
73400	206	Life Insurance	1,493			1,493
73400	207	Health Insurance	526,472			526,472
73400	208	Dental Insurance	9,432			9,432
73400	210	Unemployment Compensation	511			511
73400	212	Medicare	27,453			27,453
73400	299	Other Fringe Benefits	8,528			8,528
73400	355	Travel - Mileage	3,000			3,000
		Total 73400 - Early Childhood Education	**2,780,597**	**-**	**-**	**2,780,597**
99100	504	Indirect Cost (4.31%)	89,688		(83,506)	6,182
		Total 99100 - Indirect Cost	**89,688**	**-**	**(83,506)**	**6,182**
		TOTAL BUDGET	**17,131,904**	**83,506**	**(83,506)**	**17,131,904**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
FEDERAL PROGRAMS
TITLE I, PART A: IMPROVING BASIC PROGRAMS
BUDGET FISCAL YEAR 2026-2027
FUND 050
AGENCY 142
ORGANIZATION 101
GRANT SUMMARY-BUDGET

FUNCTION-OBJECT	DESCRIPTION	Total	101-0000 Indirect costs & Transfers	101-9* Private Schools	Public & Charter School Support	101-1130 Pre-K Support	101-1110 Homeless Set Aside	101-1120 & 1122 Extended School Day & School Year	101-1140 Reserve Of Funds	101- 1150 Priority Schools Set Aside	101-1160 Family Engagement
71100-511610	Teachers	157,175			73,475			83,700			
71100-511650	Teacher - ENL	28,375			28,375						
71100-5116A0	Teachers - Related Arts	112,104			112,104						
71100-5116G0	Teacher - RTI	17,861			17,861						
71100-5116H0	Teacher - Intervention	52,513			52,513						
71100-513450	Instructional Personnel-Interventionist/Tutors	1,084,836			1,084,836						
71100-514090	Teachers Supplements	505,135			241,135			264,000			
71100-516310	Educational Assistants	914,651			494,779					419,872	
71100-516350	Educational Assistants - Behavior	238,735			238,735						
71100-520110	Social Security	192,922			145,316			21,570		26,036	
71100-520410	State Retirement	256,908			166,576			28,610		61,722	
71100-520610	Life Insurance	1,696			1,126			38		532	
71100-520710	Health Insurance	596,624			395,867			13,383		187,374	
71100-520770	Health Insurance - Part-time	24,068			24,068						
71100-520810	Dental Insurance	10,699			7,099			240		3,360	
71100-521010	Unemployment Compensation	580			385			13		182	
71100-521210	Medicare	45,161			33,987			5,080		6,094	
71100-529910	Long Term Disability	4,637			3,077			104		1,456	
71100-529930	Short Term Disability	5,050			3,343			113		1,594	
71100-539980	Contracted Substitutes	27,944		8,000	19,944						
71100-539990	Contracted Services	1,071,717		1,053,517	18,200						
71100-542910	Instructional Supplies & Materials	312,332		8,699	303,633						
71100-547110	Software	152,121		1,000	151,121						
71100-559990	Charges-Field Trips, etc	166,727		1,700	140,027			25,000			
	Total 71100 - Regular Instruction	**5,980,571**	**-**	**1,072,916**	**3,757,582**	**-**	**-**	**441,851**	**-**	**708,222**	**-**
71200-516340	Educational Assistant - ExEd	184,451			184,451						
71200-520110	Social Security	11,436			11,436						
71200-520410	State Retirement	24,785			24,785						
71200-520610	Life Insurance	190			190						
71200-520710	Health Insurance	66,915			66,915						
71200-520770	Health Insurance - Part-time	420			420						
71200-520810	Dental Insurance	1,200			1,200						
71200-521010	Unemployment Compensation	65			65						
71200-521210	Medicare	2,674			2,674						
71200-529910	Long Term Disability	520			520						
71200-529930	Short Term Disability	565			565						
71200-559990	Other Charges	65,874			65,874						
	Total 71200 - Special Education Program	**359,095**			**359,095**		**-**	**-**	**-**	**-**	**-**
72120-539990	Contracted Services	9,000		9,000							
	Total 72120 - Health Services	**9,000**	**-**	**9,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
72130-512310	Guidance Personnel	143,793			73,443		-			70,350	
72130-518960	Parent Volunteer Coordinator	37,178			37,178		-				
72130-518970	Family Partnership Specialist	247,360			247,360						
72130-518980	Student Support Coach	265,534			204,734					60,800	
72130-518990	Other Salaries & Wages	25,082			25,082						
72130-5189B0	Truancy Specialist	495,898			434,798					61,100	
72130-5189F0	College and Career Advisor	72,780			72,780						
72130-5189G0	Behavior Management Specialist	929,302			929,302						
72130-5189J0	Graduation Coach	18,378			18,378						
72130-520110	Social Security	138,417			126,497					11,920	
72130-520410	State Retirement	305,965			281,716					24,249	
72130-520610	Life Insurance	1,450			1,344					106	
72130-520710	Health Insurance	509,492			472,688					36,804	
72130-520770	Health Insurance - Part-time	1,760			1,760						
72130-520810	Dental Insurance	9,137			8,477					660	
72130-521010	Unemployment Compensation	496			458					38	
72130-521210	Medicare	32,372			29,584					2,788	
72130-529910	Long Term Disability	3,959			3,673					286	
72130-529930	Short Term Disability	4,313			4,001					312	
72130-535510	Travel	5,000			-					5,000	
72130-539990	Contracted Services	346,196		23,350	125,924		75,000			121,922	
72130-547110	Software	43,110			43,110						
72130-549990	Materials & Supplies	58,722		6,084	35,507						17,131
72130-559990	Charges-Parent Meeting Expenses	402,069		6,613	395,456						
72130-559990	Other Charges: Set Aside Reserve of Funds	81,083							81,083		
	Total 72130 - Other Student Support	**4,178,846**	**-**	**36,047**	**3,573,250**	**-**	**75,000**	**-**	**81,083**	**396,335**	**17,131**

FUNCTION-OBJECT	DESCRIPTION	Total	101-0000 Indirect costs & Transfers	101-9* Private Schools	Public & Charter School Support	101-1130 Pre-K Support	101-1110 Homeless Set Aside	101-1120 & 1122 Extended School Day & School Year	101-1140 Reserve Of Funds	101- 1150 Priority Schools Set Aside	101-1160 Family Engagement
72210-510420	Coordinators	125,250						125,250			
72210-510510	Supervisor/Director	126,500					-			126,500	
72210-510560	Administrators	57,668								57,668	
72210-511910	Accountant	10,112								10,112	
72210-5140M0	Stipend - Multi Classroom Lead	68,500			68,500						
72210-514100	Differentiated Compensation	24,621								24,621	
72210-516210	Classified Extended Contracts	5,233			5,233						
72210-517210	Instructional Coach	535,245			191,667					343,578	
72210-5189A0	Other Salaries - Centralized	72,000					72,000				
72210-5189D0	District Content Lead	361,396			-					361,396	
72210-5189E0	Dean	136,140			136,140						
72210-518990	Other Salary and Wages	32,340			-					32,340	
72210-5189L0	Stipend - Professional Learning	72,625			72,625						
72210-519610	Stipends	11,330			11,330						
72210-520110	Social Security	101,654			30,102		4,464	7,800		59,288	
72210-520410	State Retirement	145,610			43,991		10,584	7,300		83,735	
72210-520610	Life Insurance	629			171		38	38		382	
72210-520710	Health Insurance	220,733			60,225		13,383	13,383		133,742	
72210-520770	Health Insurance - Part-time	260			-					260	
72210-520810	Dental Insurance	3,959			1,080		240	240		2,399	
72210-521010	Unemployment Compensation	220			60		13	13		134	
72210-521210	Medicare	23,800			7,039		1,044	1,850		13,867	
72210-529910	Long Term Disability	1,716			468		104	104		1,040	
72210-529930	Short Term Disability	1,869			510		113	113		1,133	
72210-530810	Consultants	100,000			-					100,000	
72210-535510	Travel - Local Travel	11,500			-		2,000	2,000		7,500	
72210-539990	Contracted Services	61,532		61,532	-						
72210-552410	Staff Development	171,541		33,150	138,391						
72210-559990	Staff Training Materials, Mtg expenses	458,620			458,620						
	Total 72210 - Regular Instruction Support	**2,942,603**	**-**	**94,682**	**1,226,152**	**-**	**103,983**	**158,091**	**-**	**1,359,695**	**-**
72410-518810	Bonus	40,000					-			40,000	
72410-520110	Social Security	2,480					-			2,480	
72410-520410	State Retirement	3,600					-			3,600	
72410-521210	Medicare	580					-			580	
	Total 72410 - Office of the Principal	**46,660**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**46,660**	**-**
72520-510540	Manager	46,000								46,000	
72520-518810	Bonus	20,000								20,000	
72520-520110	Social Security	4,092								4,092	
72520-520410	State Retirement	8,562								8,562	
72520-520610	Life Insurance	20								20	
72520-520710	Health Insurance	6,692								6,692	
72520-520810	Dental Insurance	120								120	
72520-521010	Unemployment Compensation	8								8	
72520-521210	Medicare	958								958	
72520-529910	Long Term Disability	52								52	
72520-529930	Short Term Disability	58								58	
72520-539990	Contracted Services	250,000								250,000	
	Total 72520 - Human Resources/Personnel	**336,562**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**336,562**	**-**
72710-5189M0	Route Dispatcher	57,345					57,345				
72710-520110	Social Security	3,555					3,555				
72710-520410	State Retirement	8,430					8,430				
72710-520610	Life Insurance	38					38				
72710-520710	Health Insurance	13,383					13,383				
72710-520810	Dental Insurance	240					240				
72710-521010	Unemployment Compensation	13					13				
72710-521210	Medicare	832					832				
72710-529910	Long Term Disability	104					104				
72710-529930	Short Term Disability	113					113				
72710-531410	Choice Transportation	407,735		6,000	201,735			200,000			
	Total 72710 - Transportation	**491,788**	**-**	**6,000**	**201,735**	**-**	**84,053**	**200,000**	**-**	**-**	**-**
73400-5116D0	Pre K Teacher	1,210,000				1,210,000					
73400-516110	Administrative Assistant	15,900				15,900					
73400-516330	Educational Assistant Pre-K	460,000				460,000					
73400-518980	Student Support Coach	69,500				69,500					
73400-5189D0	District Content Lead	87,900				87,900					
73400-5189J0	Coordinator	50,000				50,000					
73400-520110	Social Security	117,385				117,385					
73400-520410	State Retirement	193,023				193,023					
73400-520610	Life Insurance	1,493				1,493					
73400-520710	Health Insurance	525,952				525,952					
73400-520770	Health Insurance - Part-time	520				520					
73400-520810	Dental Insurance	9,432				9,432					
73400-521010	Unemployment Compensation	511				511					
73400-521210	Medicare	27,453				27,453					
73400-529910	Long Term Disability	4,087				4,087					
73400-529930	Short Term Disability	4,441				4,441					
73400-535510	Travel - Mileage	3,000				3,000					
	Total 73400 - Early Childhood Education	**2,780,597**				**2,780,597**	**-**	**-**	**-**	**-**	**-**
99100-550410	Indirect Cost (4.31%)	6,182	6,182								
	Total 99100 - Indirect Cost	**6,182**	**6,182**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
	TOTAL BUDGET	**17,131,904**	**6,182**	**1,218,645**	**9,117,814**	**2,780,597**	**263,036**	**799,942**	**81,083**	**2,847,474**	**17,131**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
FEDERAL PROGRAMS
TITLE I, PART A: IMPROVING BASIC PROGRAMS
BUDGET FISCAL YEAR 2026-2027
FUND 060
AGENCY 142
ORGANIZATION 101
PUBLIC & CHARTER SCHOOL SUMMARY--
BUDGET

	Description	Total	Central High 0040	East Ridge High 0070	Hixson High 0128	Red Bank High 0175	Sequoyah High 0196	Brainerd 0021	HSAT 0137	Lookout Val M/H 0165	Tyner Mid/High 0238	HC Virtual School 0275
71100-511610	Teachers	73,475										
71100-511650	Teacher - ENL	28,375										
71100-5116A0	Teacher - Related Arts	112,104										
71100-5116G0	Teacher - RTI	17,861										
71100-5116H0	Teacher - Intervention	52,513				14,013						
71100-513450	Instructional Personnel-Interventionist/Tutors	1,084,836			37,760							
71100-514090	Teachers Supplements	241,135		10,000	4,000	5,290	5,000		35,000	10,000	20,000	
71100-516310	Educational Assistants	494,779		33,000								
71100-516350	Educational Assistants - Behavior	238,735	34,320		37,510	35,254				28,215		
71100-520110	Social Security	145,316	2,128	2,666	4,915	3,383	310		2,170	2,369	1,240	
71100-520410	State Retirement	166,576	5,045	5,751	5,874	6,920	450		3,150	5,048	1,800	
71100-520610	Life Insurance	1,126	38	38	38	44				38		
71100-520710	Health Insurance	395,867	13,383	13,381	13,383	15,390				13,383		
71100-520770	Health Insurance - Part-time	24,068			840							
71100-520810	Dental Insurance	7,099	240	240	240	276				240		
71100-521010	Unemployment Compensation	385	13	13	13	15				13		
71100-521210	Medicare	33,987	498	624	1,150	791	73		508	554	290	
71100-529910	Long Term Disability	3,077	104	104	104	120				104		
71100-529930	Short Term Disability	3,343	113	113	113	130				113		
71100-539980	Contracted Services - Substitutes	19,944										
71100-539990	Contracted Services-SES, Storytellers	18,200										
71100-542910	Instructional Supplies & Materials	303,633		10,000	5,866			29,594		2,898	25,000	
71100-547110	Instructional Software	151,121										7,324
71100-559990	Charges: field trips, etc	140,027									13,000	3,000
	Total 71100 - Regular Instruction	**3,757,582**	**55,882**	**75,930**	**111,806**	**81,626**	**5,833**	**29,594**	**40,828**	**62,975**	**61,330**	**10,324**
71200-516340	Education Assistant - ExEd	184,451										15,840
71200-520110	Social Security	11,436										982
71200-520410	State Retirement	24,785										
71200-520610	Life Insurance	190										
71200-520710	Health Insurance	66,915										
71200-520770	Health Insurance - Part-time	420										420
71200-520810	Dental Insurance	1,200										
71200-521010	Unemployment Compensation	65										
71200-521210	Medicare	2,674										230
71200-529910	Long Term Disability	520										
71200-529930	Short Term Disability	565										
71200-559990	Other Charges	65,874										
	Total 71200 - Special Education Program	**359,095**	**-**	**-**		**-**	**-**	**-**	**-**	**-**	**-**	**17,472**
72130-512310	Guidance Personnel	73,443	58,014									
72130-518960	Parent Volunteer Coordinator	37,178										
72130-518970	Family Partnership Specialist	247,360									72,747	
72130-518980	Student Support Coach	204,734										
72130-5189B0	Truancy Specialist	434,798		108,900	28,134				120,719			
72130-5189F0	College and Career Advisor	72,780				31,203		41,577				
72130-5189G0	Behavior Management Specialist	929,302				46,965		137,487	141,000		213,800	
72130-5189J0	Graduation Coach	18,378	18,378									
72130-518990	Other Salaries	25,082							10,000			
72130-520110	Social Security	126,497	4,736	6,752	1,744	4,846		11,102	16,847		17,766	
72130-520410	State Retirement	281,716	5,221	16,008	4,136	6,902		26,325	39,943		42,128	
72130-520610	Life Insurance	1,344	38	76	19	38		139	190		152	
72130-520710	Health Insurance	472,688	13,383	26,766	6,692	13,383		48,848	66,915		53,532	
72130-520770	Health Insurance - Part-time	1,760	460			460						
72130-520810	Dental Insurance	8,477	240	480	120	240		876	1,200		960	
72130-521010	Unemployment Compensation	458	13	26	7	13		47	65		52	
72130-521210	Medicare	29,584	1,107	1,579	408	1,133		2,596	3,940		4,155	
72130-529910	Long Term Disability	3,673	104	208	52	104		380	520		416	
72130-529930	Short Term Disability	4,001	113	226	57	113		412	565		452	
72130-539990	Contracted Services	125,924		30,481								
72130-547110	Software	43,110									7,000	
72130-549990	Parent Involvement Supplies & Materials	35,507			500		6,496	2,000				
72130-559990	Charges-Parent Mtg expenses	395,456	3,281	519	3,372	3,927	404	2,622	8,188	1,592		2,240
	Total 72130 - Other Student Support	**3,573,250**	**105,088**	**192,021**	**45,241**	**109,327**	**6,900**	**274,411**	**410,092**	**1,592**	**413,160**	**2,240**
72210-5140M0	Stipend - Multi Classroom Lead	68,500										
72210-516210	Classified Extended Contract	5,233	2,506									
72210-517210	Instructional Coach	191,667										
72210-5189E0	Dean	136,140		66,000					66,000			
72210-5189L0	Stipend - Professional Learning	72,625										
72210-519610	Stipends	11,330					3,105					
72210-520110	Social Security	30,102	155	4,092			193		4,092			
72210-520410	State Retirement	43,991	368	5,940			278		5,940			
72210-520610	Life Insurance	171		38					38			
72210-520710	Health Insurance	60,225		13,383					13,383			
72210-520810	Dental Insurance	1,080		240					240			
72210-521010	Unemployment Compensation	60		13					13			
72210-521210	Medicare	7,039	36	957			45		956			
72210-529910	Long Term Disability	468		104					104			
72210-529930	Short Term Disability	510		113					113			
72210-552410	Staff Development	138,391		10,321							15,000	
72210-559990	Staff Training Materials, Mtg expenses	458,620										
	Total 72210 - Regular Instruction Support	**1,226,152**	**3,065**	**101,201**	**-**	**-**	**3,621**	**-**	**90,879**	**-**	**15,000**	**-**
72710-531410	Contracts w Public Carriers	201,735							16,468		10,222	6,900
	Total 72710 - Transportation	**201,735**	**-**	**-**	**-**	**-**		**-**	**16,468**	**-**	**10,222**	**6,900**
	GRAND TOTAL	**9,117,814**	**164,035**	**369,152**	**157,047**	**190,953**	**16,354**	**304,005**	**558,267**	**64,567**	**499,712**	**36,936**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
FEDERAL PROGRAMS
TITLE I, PART A: IMPROVING BASIC PROGRAMS
BUDGET FISCAL YEAR 2026-2027
FUND 050 297,056
AGENCY 142
ORGANIZATION 101
PUBLIC & CHARTER SCHOOL SUMMARY--
BUDGET

	Description	Charter Chattanooga Girls Leadership 8001	Charter Chattanooga Charter Sch of Excellence 8003	Charter Chatt Academy Community School 8006	Charter Chattanooga Charter Sch Middle 8010	Charter Chattanooga Charter High School 8015	Charter Chattanooga Prepatory School 8011	Charter CGLA Montessori School 8142	Brown Middle 0035	East Ridge Mid 0075	Ooltewah Middle 0157	Red Bank Middle 0180
71100-511610	Teachers											
71100-511650	Teacher - ENL											
71100-5116A0	Teacher - Related Arts									55,355		
71100-5116G0	Teacher - RTI											
71100-5116H0	Teacher - Intervention											38,500
71100-513450	Instructional Personnel-Interventionist/Tutors								22,500			21,240
71100-514090	Teachers Supplements								9,100	31,462	15,000	
71100-516310	Educational Assistants											
71100-516350	Educational Assistants - Behavior											
71100-520110	Social Security								1,959	5,383	930	3,704
71100-520410	State Retirement								819	7,812	1,328	3,466
71100-520610	Life Insurance									38		27
71100-520710	Health Insurance									13,383		9,368
71100-520770	Health Insurance - Part-time								420			620
71100-520810	Dental Insurance									240		168
71100-521010	Unemployment Compensation									13		9
71100-521210	Medicare								458	1,259	218	866
71100-529910	Long Term Disability									104		73
71100-529930	Short Term Disability									113		79
71100-539980	Contracted Services - Substitutes								3,600			
71100-539990	Contracted Services-SES, Storytellers											
71100-542910	Instructional Supplies & Materials	12,215		17,101					21,327		8,548	
71100-547110	Instructional Software	40,000		9,500				16,155	4,000	2,500	8,549	4,543
71100-559990	Charges: field trips, etc							38,931	4,000	4,000		5,000
	Total 71100 - Regular Instruction	**52,215**	**-**	**26,601**	**-**	**-**	**-**	**55,086**	**68,183**	**121,662**	**34,573**	**87,663**
71200-516340	Education Assistant - ExEd											
71200-520110	Social Security											
71200-520410	State Retirement											
71200-520610	Life Insurance											
71200-520710	Health Insurance											
71200-520770	Health Insurance - Part-time											
71200-520810	Dental Insurance											
71200-521010	Unemployment Compensation											
71200-521210	Medicare											
71200-529910	Long Term Disability											
71200-529930	Short Term Disability											
71200-559990	Other Charges			65,874								
	Total 71200 - Special Education Program	**-**	**-**	**65,874**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
72130-512310	Guidance Personnel											
72130-518960	Parent Volunteer Coordinator											
72130-518970	Family Partnership Specialist											
72130-518980	Student Support Coach											3,555
72130-5189B0	Truancy Specialist											38,470
72130-5189F0	College and Career Advisor											
72130-5189G0	Behavior Management Specialist									52,800		
72130-5189J0	Graduation Coach											
72130-518990	Other Salaries									6,532	5,000	
72130-520110	Social Security									3,679	310	2,606
72130-520410	State Retirement									8,722	735	5,975
72130-520610	Life Insurance									38		27
72130-520710	Health Insurance									13,383		9,368
72130-520770	Health Insurance - Part-time											
72130-520810	Dental Insurance									240		168
72130-521010	Unemployment Compensation									13		9
72130-521210	Medicare									861	73	609
72130-529910	Long Term Disability									104		73
72130-529930	Short Term Disability									113		79
72130-539990	Contracted Services							600		30,481		
72130-547110	Software								6,500	7,000		2,800
72130-549990	Parent Involvement Supplies & Materials	300		1,592				500	500		1,500	6,424
72130-559990	Charges-Parent Mtg expenses	15,272	133,972		93,968	1,064	2,801	61,640	1,500	3,809	2,000	3,427
	Total 72130 - Other Student Support	**15,572**	**133,972**	**1,592**	**93,968**	**1,064**	**2,801**	**62,740**	**8,500**	**127,775**	**9,618**	**73,590**
72210-5140M0	Stipend - Multi Classroom Lead											2,500
72210-516210	Classified Extended Contract									327		
72210-517210	Instructional Coach										37,054	
72210-5189E0	Dean											4,140
72210-5189L0	Stipend - Professional Learning								3,000			
72210-519610	Stipends								2,000			
72210-520110	Social Security								310	20	2,297	412
72210-520410	State Retirement								450	48	3,335	598
72210-520610	Life Insurance										19	
72210-520710	Health Insurance										6,692	
72210-520810	Dental Insurance										120	
72210-521010	Unemployment Compensation										7	
72210-521210	Medicare								73	5	537	96
72210-529910	Long Term Disability										52	
72210-529930	Short Term Disability										57	
72210-552410	Staff Development			9,300					13,000	3,296		16,832
72210-559990	Staff Training Materials, Mtg expenses	96,076	78,086		22,182	72,675	162,820	26,781				
	Total 72210 - Regular Instruction Support	**96,076**	**78,086**	**9,300**	**22,182**	**72,675**	**162,820**	**26,781**	**18,833**	**3,696**	**50,170**	**24,578**
72710-531410	Contracts w Public Carriers			7,000					10,000	2,000	25,000	5,000
	Total 72710 - Transportation	**-**	**-**	**7,000**	**-**	**-**	**-**	**-**	**10,000**	**2,000**	**25,000**	**5,000**
	GRAND TOTAL	**163,863**	**212,058**	**110,367**	**116,150**	**73,739**	**165,621**	**144,607**	**105,516**	**255,133**	**119,361**	**190,831**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
FEDERAL PROGRAMS
TITLE I, PART A: IMPROVING BASIC PROGRAMS
BUDGET FISCAL YEAR 2026-2027
FUND 060
AGENCY 142
ORGANIZATION 101
PUBLIC & CHARTER SCHOOL SUMMARY--
BUDGET

	Description	Dalewood Middle 0055	East Lake Academy 0064	Hixson Middle 0129	Orchard Knob Middle 0200	Alpine Crest 0010	East Ridge Elem 0065	Middle Valley Elem 0085	Harrison Elem 0090	Wolftever Creek Elem 0148	Red Bank Elem 0171	Spring Creek Elem 0235	Barger Acad 0097	Clifton Hills Elem 0048	Donaldson Elem 0037	Daisy Elem 0050
71100-511610	Teachers															
71100-511650	Teacher - ENL		28,375													
71100-5116A0	Teacher - Related Arts													56,749		
71100-5116G0	Teacher - RTI															
71100-5116H0	Teacher - Intervention															
71100-513450	Instructional Personnel-Interventionist/Tutors				15,750		104,000	31,853	59,100	63,130	28,800	52,500	53,940	16,000	29,550	
71100-514090	Teachers Supplements	20,000	8,173			640	10,000		12,000						1,000	2,000
71100-516310	Educational Assistants					20,768	64,900		55,946			90,860				32,450
71100-516350	Educational Assistants - Behavior														35,750	
71100-520110	Social Security	1,240	2,266		977	1,328	11,092	1,975	7,877	3,914	1,786	8,888	3,344	4,510	4,111	2,136
71100-520410	State Retirement	2,085	3,753			58	10,436		17,992			13,356		5,106	9,745	4,949
71100-520610	Life Insurance		19				76		152			115		38	76	38
71100-520710	Health Insurance		6,692				26,766		53,532			40,149		13,383	26,766	13,383
71100-520770	Health Insurance - Part-time				420	420	2,100	1,327		1,260	840	1,260	1,260	420		
71100-520810	Dental Insurance		120				480		960			720		240	480	240
71100-521010	Unemployment Compensation		7				26		52			39		13	26	13
71100-521210	Medicare	290	530		228	310	2,594	462	1,842	915	418	2,079	782	1,055	961	500
71100-529910	Long Term Disability		52				208		416			312		104	208	104
71100-529930	Short Term Disability		57				226		452			339		113	226	113
71100-539980	Contracted Services - Substitutes					1,680		7,224						3,600		2,400
71100-539990	Contracted Services-SES, Storytellers						11,000				6,000					
71100-542910	Instructional Supplies & Materials	2,337	236		5,710	10		8,000	20,000	490	6,438	21,377	11,972	37,000	6,001	
71100-547110	Instructional Software		29,500					8,000							8,000	
71100-559990	Charges: field trips, etc				7,500			7,500						18,000	1,000	
	Total 71100 - Regular Instruction	**25,952**	**79,780**	**-**	**30,585**	**25,214**	**243,904**	**66,341**	**230,321**	**69,709**	**44,282**	**231,994**	**71,298**	**156,331**	**123,900**	**58,326**
71200-516340	Education Assistant - ExEd						35,750				68,234					
71200-520110	Social Security						2,217				4,230					
71200-520410	State Retirement						5,255				10,030					
71200-520610	Life Insurance						38				76					
71200-520710	Health Insurance						13,383				26,766					
71200-520770	Health Insurance - Part-time															
71200-520810	Dental Insurance						240				480					
71200-521010	Unemployment Compensation						13				26					
71200-521210	Medicare						518				989					
71200-529910	Long Term Disability						104				208					
71200-529930	Short Term Disability						113				226					
71200-559990	Other Charges															
	Total 71200 - Special Education Program	**-**	**-**	**-**	**-**	**-**	**57,631**	**-**	**-**	**-**	**111,265**	**-**	**-**	**-**	**-**	**-**
72130-512310	Guidance Personnel															
72130-518960	Parent Volunteer Coordinator		17,272										19,906			
72130-518970	Family Partnership Specialist								48,773	51,700						
72130-518980	Student Support Coach	14,781	52,877	46,418							5,000					
72130-5189B0	Truancy Specialist	30,508												55,482	23,264	
72130-5189F0	College and Career Advisor															
72130-5189G0	Behavior Management Specialist		41,801	42,842	41,802	22,493							44,765			
72130-5189J0	Graduation Coach															
72130-518990	Other Salaries							750								2,800
72130-520110	Social Security	2,808	6,941	5,534	2,591	1,395		47	2,938	3,205	310		4,009	3,440	1,442	174
72130-520410	State Retirement	6,657	16,457	13,120	6,145			110	6,963	7,600	450		6,580	8,156	3,420	412
72130-520610	Life Insurance	30	99	62	38				38	38			38	38	15	
72130-520710	Health Insurance	10,706	34,796	21,680	13,383				13,383	13,383			13,383	13,383	5,353	
72130-520770	Health Insurance - Part-time					420							420			
72130-520810	Dental Insurance	192	624	389	240				240	240			240	240	96	
72130-521010	Unemployment Compensation	10	34	21	13				13	13			13	13	5	
72130-521210	Medicare	657	1,623	1,294	606	326		11	687	750	73		938	804	337	41
72130-529910	Long Term Disability	83	270	168	104				104	104			104	104	42	
72130-529930	Short Term Disability	90	294	183	113				113	113			113	113	45	
72130-539990	Contracted Services						30,481	1,200				30,481				
72130-547110	Software		2,500				2,500	1,500						4,810		
72130-549990	Parent Involvement Supplies & Materials	500					7,590								2,000	267
72130-559990	Charges-Parent Mtg expenses	1,328		2,850	2,009	1,160	3,720	1,511			3,336	2,013		4,123	593	3,400
	Total 72130 - Other Student Support	**68,350**	**175,588**	**134,561**	**67,044**	**25,794**	**44,291**	**5,129**	**73,252**	**77,146**	**9,169**	**32,494**	**90,509**	**90,706**	**36,612**	**7,094**
72210-5140M0	Stipend - Multi Classroom Lead	20,000			10,000						10,000	16,000		10,000		
72210-516210	Classified Extended Contract					650		750							1,000	
72210-517210	Instructional Coach					630								33,397		
72210-5189E0	Dean															
72210-5189L0	Stipend - Professional Learning			560			5,000	11,700						15,000		2,915
72210-519610	Stipends						5,000									
72210-520110	Social Security	1,240		35	620	79	620	772			620	992		3,621	62	181
72210-520410	State Retirement	1,800		50	900	153	900	1,162			900	1,440		5,256	147	262
72210-520610	Life Insurance													19		
72210-520710	Health Insurance													6,692		
72210-520810	Dental Insurance													120		
72210-521010	Unemployment Compensation													7		
72210-521210	Medicare	290		8	145	18	146	181			145	232		847	15	42
72210-529910	Long Term Disability													52		
72210-529930	Short Term Disability													57		
72210-552410	Staff Development		2,500				7,500	14,926	4,898			6,050			4,800	3,500
72210-559990	Staff Training Materials, Mtg expenses															
	Total 72210 - Regular Instruction Support	**23,330**	**2,500**	**653**	**11,665**	**1,530**	**19,166**	**29,491**	**4,898**	**-**	**11,665**	**24,714**	**-**	**75,068**	**6,024**	**6,900**
72710-531410	Contracts w Public Carriers				26,152		10,000	9,000					2,100	10,000	5,000	505
	Total 72710 - Transportation	**-**	**-**	**-**	**26,152**	**-**	**10,000**	**9,000**	**-**	**-**	**-**	**-**	**2,100**	**10,000**	**5,000**	**505**
	GRAND TOTAL	**117,632**	**257,868**	**135,214**	**135,446**	**52,538**	**374,992**	**109,961**	**308,471**	**146,855**	**176,381**	**289,202**	**163,907**	**332,105**	**171,536**	**72,825**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
FEDERAL PROGRAMS
TITLE I, PART A: IMPROVING BASIC PROGRAMS
BUDGET FISCAL YEAR 2026-2027
FUND 060
AGENCY 142
ORGANIZATION 101
PUBLIC & CHARTER SCHOOL SUMMARY--
BUDGET

	Description	Dupont Elem 0058	East Brainerd Elem 0062	East Lake Elem 0063	Eastside Elem 0078	Hardy Elem 0110	Hixson Elem 0127	Lookout Valley Elem 0241	Orchard Knob Elem 0194	Rivermont Elem 0183	Shepherd Elem 0017	Snow Hill Elem 0215	Woodmore Elem 0245	Brown Acad 0033	Battle Acad 0016
71100-511610	Teachers										73,475				
71100-511650	Teacher - ENL														
71100-5116A0	Teacher - Related Arts														
71100-5116G0	Teacher - RTI							17,861							
71100-5116H0	Teacher - Intervention														
71100-513450	Instructional Personnel-Interventionist/Tutors	78,300			30,000	51,625	31,320	20,880	42,050	52,473	10,000	78,225	39,040	80,240	34,560
71100-514090	Teachers Supplements			22,710		15,000	1,000					3,760			
71100-516310	Educational Assistants		86,694	32,450	52,292		25,419								
71100-516350	Educational Assistants - Behavior						35,750		31,936						
71100-520110	Social Security	4,854	5,375	3,420	5,102	4,131	5,795	2,402	4,587	3,253	5,175	5,083	2,420	4,975	2,143
71100-520410	State Retirement		12,744	6,814	7,685	1,635	9,082	1,607	4,695		7,033	338			
71100-520610	Life Insurance		114	38	38		76	9	38		38				
71100-520710	Health Insurance		40,149	13,383	13,383		26,766	3,078	13,383		13,383				
71100-520770	Health Insurance - Part-time	1,470			840	1,260	840	420	840	1,121		2,310	1,260	1,680	840
71100-520810	Dental Insurance		720	240	240		480	55	240		240				
71100-521010	Unemployment Compensation		39	13	13		26	3	13		13				
71100-521210	Medicare	1,135	1,257	800	1,193	966	1,356	562	1,073	761	1,210	1,189	566	1,163	501
71100-529910	Long Term Disability		312	104	104		208	24	104		104				
71100-529930	Short Term Disability		339	113	113		226	26	113		113				
71100-539980	Contracted Services - Substitutes								1,440						
71100-539990	Contracted Services-SES, Storytellers								1,200						
71100-542910	Instructional Supplies & Materials	3,001		20,007	11,073	2,047	1,279	200	13,891			15			
71100-547110	Instructional Software		4,550	8,500											
71100-559990	Charges: field trips, etc	1,800		35,000			500	196	600						
	Total 71100 - Regular Instruction	**90,560**	**152,293**	**143,592**	**122,076**	**76,664**	**140,123**	**47,323**	**116,203**	**57,608**	**110,784**	**90,920**	**43,286**	**88,058**	**38,044**
71200-516340	Education Assistant - ExEd		64,627												
71200-520110	Social Security		4,007												
71200-520410	State Retirement		9,500												
71200-520610	Life Insurance		76												
71200-520710	Health Insurance		26,766												
71200-520770	Health Insurance - Part-time														
71200-520810	Dental Insurance		480												
71200-521010	Unemployment Compensation		26												
71200-521210	Medicare		937												
71200-529910	Long Term Disability		208												
71200-529930	Short Term Disability		226												
71200-559990	Other Charges														
	Total 71200 - Special Education Program	**-**	**106,853**	**-**	**-**	**-**	**-**		**-**	**-**	**-**	**-**	**-**	**-**	**-**
72130-512310	Guidance Personnel													15,429	
72130-518960	Parent Volunteer Coordinator														
72130-518970	Family Partnership Specialist										74,140				
72130-518980	Student Support Coach					14,203									67,900
72130-5189B0	Truancy Specialist						14,067						15,254		
72130-5189F0	College and Career Advisor														
72130-5189G0	Behavior Management Specialist			46,907		53,798			42,842						
72130-5189J0	Graduation Coach														
72130-518990	Other Salaries														
72130-520110	Social Security			2,908		4,216	872		2,656		4,510		946	957	4,210
72130-520410	State Retirement			6,895		9,987	2,068		6,298		10,694		2,242	1,388	9,979
72130-520610	Life Insurance			38		49	10		38		38		10	10	38
72130-520710	Health Insurance			13,383		17,398	3,346		13,383		13,383		3,346	3,346	13,383
72130-520770	Health Insurance - Part-time														
72130-520810	Dental Insurance			240		312	60		240		240		60	60	240
72130-521010	Unemployment Compensation			13		17	3		13		13		3	3	13
72130-521210	Medicare			680		986	204		621		1,055		221	224	985
72130-529910	Long Term Disability			104		135	26		104		104		26	26	104
72130-529930	Short Term Disability			113		158	28		113		113		28	28	113
72130-539990	Contracted Services	600			1,000							600			
72130-547110	Software			8,500											
72130-549990	Parent Involvement Supplies & Materials	335			1,500	475		1,455	1,456				117		
72130-559990	Charges-Parent Mtg expenses	732	5,526		906	2,500	2,704		1,457	1,460	435	1,806	1,700	1,759	2,830
	Total 72130 - Other Student Support	**1,667**	**5,526**	**79,781**	**3,406**	**104,234**	**23,388**	**1,455**	**69,221**	**1,460**	**104,725**	**2,406**	**23,953**	**23,230**	**99,795**
72210-5140M0	Stipend - Multi Classroom Lead														
72210-516210	Classified Extended Contract														
72210-517210	Instructional Coach			8,000	74,800								37,786		
72210-5189E0	Dean														
72210-5189L0	Stipend - Professional Learning	5,200		10,000	5,000	10,000	2,000							2,250	
72210-519610	Stipends	1,000												225	
72210-520110	Social Security	384		1,116	4,948	620	124						2,343	154	
72210-520410	State Retirement	558		1,620	7,182	900	180						3,401	223	
72210-520610	Life Insurance				38								19		
72210-520710	Health Insurance				13,383								6,692		
72210-520810	Dental Insurance				240								120		
72210-521010	Unemployment Compensation				13								7		
72210-521210	Medicare	90		261	1,158	145	29						546	36	
72210-529910	Long Term Disability				104								52		
72210-529930	Short Term Disability				113								57		
72210-552410	Staff Development	1,000		4,813		10,100			10,413	142					
72210-559990	Staff Training Materials, Mtg expenses														
	Total 72210 - Regular Instruction Support	**8,232**	**-**	**25,810**	**106,979**	**21,765**	**2,333**	**-**	**10,413**	**142**	**-**	**-**	**51,023**	**2,888**	**-**
72710-531410	Contracts w Public Carriers	1,800		40,000			613		700					3,275	10,000
	Total 72710 - Transportation	**1,800**	**-**	**40,000**	**-**	**-**	**613**	**-**	**700**	**-**	**-**	**-**	**-**	**3,275**	**10,000**
	GRAND TOTAL	**102,259**	**264,672**	**289,183**	**232,461**	**202,663**	**166,457**	**48,778**	**196,537**	**59,210**	**215,509**	**93,326**	**118,262**	**117,451**	**147,839**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
FEDERAL PROGRAMS
TITLE I, PART A: IMPROVING BASIC PROGRAMS
BUDGET FISCAL YEAR 2026-2027

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-0000-0-00000-471410-0000-0000-101	FY27 Allocation less Contribution to Con Admin	17,131,904			17,131,904
	Total Source of Funds	**17,131,904**	**-**	**-**	**17,131,904**

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-0000-0-99100-550410-0000-0000-101	Indirect Cost (4.31%)	89,688		(83,506)	6,182
	Total 99100 - Indirect Cost	**89,688**	**-**	**(83,506)**	**6,182**
Pre Kindergarten					
141-2-101-6100-6-73400-5116D0-PBEN-1130-101	Teacher Pre-K (FTE)	1,210,000			1,210,000
141-2-101-0000-6-73400-516110-PBEN-1130-101	Admin Assistant	15,900			15,900
141-2-101-6100-6-73400-516330-PBEN-1130-101	Educational Assistant Pre-K (FTE)	460,000			460,000
141-2-101-6000-6-73400-518980-PBEN-1130-101	Student Support Coach	69,500			69,500
141-2-101-6000-6-73400-5189D0-PBEN-1130-101	District Content Lead (FTE)	87,900			87,900
141-2-101-6000-6-73400-5189J0-PWOB-1130-101	Coordinator Part-time (FTE)	50,000			50,000
141-2-101-0000-6-73400-520110-PBEN-1130-101	Social Security	986			986
141-2-101-6000-6-73400-520110-PBEN-1130-101	Social Security	9,759			9,759
141-2-101-6000-6-73400-520110-PWOB-1130-101	Social Security	3,100			3,100
141-2-101-6100-6-73400-520110-PBEN-1130-101	Social Security	103,540			103,540
141-2-101-0000-6-73400-520410-PBEN-1130-101	State Retirement	2,337			2,337
141-2-101-6000-6-73400-520410-PBEN-1130-101	State Retirement	14,166			14,166
141-2-101-6100-6-73400-520410-PBEN-1130-101	State Retirement	176,520			176,520
141-2-101-0000-6-73400-520610-PBEN-1130-101	Life Insurance	11			11
141-2-101-6000-6-73400-520610-PBEN-1130-101	Life Insurance	76			76
141-2-101-6100-6-73400-520610-PBEN-1130-101	Life Insurance	1,406			1,406
141-2-101-0000-6-73400-520710-PBEN-1130-101	Health Insurance	4,015			4,015
141-2-101-6000-6-73400-520710-PBEN-1130-101	Health Insurance	26,766			26,766
141-2-101-6100-6-73400-520710-PBEN-1130-101	Health Insurance	495,171			495,171
141-2-101-6000-6-73400-520770-PWOB-1130-101	Health Insurance - Part-time	520			520
141-2-101-0000-6-73400-520810-PBEN-1130-101	Dental Insurance	72			72
141-2-101-6000-6-73400-520810-PBEN-1130-101	Dental Insurance	480			480
141-2-101-6100-6-73400-520810-PBEN-1130-101	Dental Insurance	8,880			8,880
141-2-101-0000-6-73400-521010-PBEN-1130-101	Unemployment Compensation	4			4
141-2-101-6000-6-73400-521010-PBEN-1130-101	Unemployment Compensation	26			26
141-2-101-6100-6-73400-521010-PBEN-1130-101	Unemployment Compensation	481			481
141-2-101-0000-6-73400-521210-PBEN-1130-101	Medicare	231			231
141-2-101-6000-6-73400-521210-PBEN-1130-101	Medicare	2,282			2,282
141-2-101-6000-6-73400-521210-PWOB-1130-101	Medicare	725			725
141-2-101-6100-6-73400-521210-PBEN-1130-101	Medicare	24,215			24,215
141-2-101-0000-6-73400-529910-PBEN-1130-101	Long Term Disability	31			31
141-2-101-6000-6-73400-529910-PBEN-1130-101	Long Term Disability	209			209
141-2-101-6100-6-73400-529910-PBEN-1130-101	Long Term Disability	3,847			3,847
141-2-101-0000-6-73400-529930-PBEN-1130-101	Short Term Disability	34			34
141-2-101-6000-6-73400-529930-PBEN-1130-101	Short Term Disability	226			226
141-2-101-6100-6-73400-529930-PBEN-1130-101	Short Term Disability	4,181			4,181
141-2-101-6000-6-73400-535510-0000-1130-101	Travel	3,000			3,000
	Total 73400 - Early Childhood Education	**2,780,597**	**-**	**-**	**2,780,597**
	Total Pre Kindergarten	**2,780,597**	**-**	**-**	**2,780,597**
Total Priority and on the Cusp School Set Aside					
141-2-101-0017-1-71100-516310-PBEN-1150-101	Educational Assistant (1 FTE)	30,620			30,620
141-2-101-0017-1-71100-520110-PBEN-1150-101	Social Security	1,898			1,898
141-2-101-0017-1-71100-520410-PBEN-1150-101	Retirement	4,502			4,502
141-2-101-0017-1-71100-520610-PBEN-1150-101	Life Insurance	38			38
141-2-101-0017-1-71100-520710-PBEN-1150-101	Medical Insurance	13,384			13,384
141-2-101-0017-1-71100-520810-PBEN-1150-101	Dental Insurance	240			240
141-2-101-0017-1-71100-521010-PBEN-1150-101	Unemployment Compensation	14			14
141-2-101-0017-1-71100-521210-PBEN-1150-101	Medicare	444			444
141-2-101-0017-1-71100-529910-PBEN-1150-101	Long Term Disability	104			104
141-2-101-0017-1-71100-529930-PBEN-1150-101	Short Term Disability	114			114
	Total 71100 - Regular Instruction -Bess T. Shepherd	**51,358**	**-**	**-**	**51,358**
141-2-101-0033-1-71100-516310-PBEN-1150-101	Educational Assistant (1 FTE)	31,316			31,316
141-2-101-0033-1-71100-520110-PBEN-1150-101	Social Security	1,942			1,942
141-2-101-0033-1-71100-520410-PBEN-1150-101	Retirement	4,604			4,604
141-2-101-0033-1-71100-520610-PBEN-1150-101	Life Insurance	38			38
141-2-101-0033-1-71100-520710-PBEN-1150-101	Medical Insurance	13,384			13,384
141-2-101-0033-1-71100-520810-PBEN-1150-101	Dental Insurance	240			240
141-2-101-0033-1-71100-521010-PBEN-1150-101	Unemployment Compensation	14			14
141-2-101-0033-1-71100-521210-PBEN-1150-101	Medicare	454			454
141-2-101-0033-1-71100-529910-PBEN-1150-101	Long Term Disability	104			104
141-2-101-0033-1-71100-529930-PBEN-1150-101	Short Term Disability	114			114
	Total 71100 - Regular Instruction - Brown Academy	**52,210**	**-**	**-**	**52,210**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-0037-1-71100-516310-PBEN-1150-101	Educational Assistant (2 FTE)	62,174			62,174
141-2-101-0037-1-71100-520110-PBEN-1150-101	Social Security	3,852			3,852
141-2-101-0037-1-71100-520410-PBEN-1150-101	Retirement	9,134			9,134
141-2-101-0037-1-71100-520610-PBEN-1150-101	Life Insurance	76			76
141-2-101-0037-1-71100-520710-PBEN-1150-101	Medical Insurance	26,766			26,766
141-2-101-0037-1-71100-520810-PBEN-1150-101	Dental Insurance	480			480
141-2-101-0037-1-71100-521010-PBEN-1150-101	Unemployment Compensation	14			14
141-2-101-0037-1-71100-521210-PBEN-1150-101	Medicare	902			902
141-2-101-0037-1-71100-529910-PBEN-1150-101	Long Term Disability	208			208
141-2-101-0037-1-71100-529930-PBEN-1150-101	Short Term Disability	226			226
	Total 71100 - Regular Instruction - Donaldson Elementary	**103,832**	**-**	**-**	**103,832**
141-2-101-0048-1-71100-516310-PBEN-1150-101	Educational Assistant (1 FTE)	27,238			27,238
141-2-101-0048-1-71100-520110-PBEN-1150-101	Social Security	1,690			1,690
141-2-101-0048-1-71100-520410-PBEN-1150-101	Retirement	4,004			4,004
141-2-101-0048-1-71100-520610-PBEN-1150-101	Life Insurance	38			38
141-2-101-0048-1-71100-520710-PBEN-1150-101	Medical Insurance	13,384			13,384
141-2-101-0048-1-71100-520810-PBEN-1150-101	Dental Insurance	240			240
141-2-101-0048-1-71100-521010-PBEN-1150-101	Unemployment Compensation	14			14
141-2-101-0048-1-71100-521210-PBEN-1150-101	Medicare	396			396
141-2-101-0048-1-71100-529910-PBEN-1150-101	Long Term Disability	104			104
141-2-101-0048-1-71100-529930-PBEN-1150-101	Short Term Disability	114			114
	Total 71100 - Regular Instruction - CHES	**47,222**	**-**	**-**	**47,222**
141-2-101-0063-1-71100-516310-PBEN-1150-101	Educational Assistant (1 FTE)	27,238			27,238
141-2-101-0063-1-71100-520110-PBEN-1150-101	Social Security	1,690			1,690
141-2-101-0063-1-71100-520410-PBEN-1150-101	Retirement	4,004			4,004
141-2-101-0063-1-71100-520610-PBEN-1150-101	Life Insurance	38			38
141-2-101-0063-1-71100-520710-PBEN-1150-101	Medical Insurance	13,384			13,384
141-2-101-0063-1-71100-520810-PBEN-1150-101	Dental Insurance	240			240
141-2-101-0063-1-71100-521010-PBEN-1150-101	Unemployment Compensation	14			14
141-2-101-0063-1-71100-521210-PBEN-1150-101	Medicare	396			396
141-2-101-0063-1-71100-529910-PBEN-1150-101	Long Term Disability	104			104
141-2-101-0063-1-71100-529930-PBEN-1150-101	Short Term Disability	114			114
	Total 71100 - Regular Instruction - East Lake Elementary	**47,222**	**-**	**-**	**47,222**
141-2-101-0065-1-71100-516310-PBEN-1150-101	Educational Assistant (1 FTE)	30,602			30,602
141-2-101-0065-1-71100-520110-PBEN-1150-101	Social Security	1,898			1,898
141-2-101-0065-1-71100-520410-PBEN-1150-101	Retirement	4,498			4,498
141-2-101-0065-1-71100-520610-PBEN-1150-101	Life Insurance	38			38
141-2-101-0065-1-71100-520710-PBEN-1150-101	Medical Insurance	13,384			13,384
141-2-101-0065-1-71100-520810-PBEN-1150-101	Dental Insurance	240			240
141-2-101-0065-1-71100-521010-PBEN-1150-101	Unemployment Compensation	14			14
141-2-101-0065-1-71100-521210-PBEN-1150-101	Medicare	444			444
141-2-101-0065-1-71100-529910-PBEN-1150-101	Long Term Disability	104			104
141-2-101-0065-1-71100-529930-PBEN-1150-101	Short Term Disability	114			114
	Total 71100 - Regular Instruction - East Ridge Elementary	**51,336**	**-**	**-**	**51,336**
141-2-101-0078-1-71100-516310-PBEN-1150-101	Educational Assistant (1 FTE)	35,394			35,394
141-2-101-0078-1-71100-520110-PBEN-1150-101	Social Security	2,194			2,194
141-2-101-0078-1-71100-520410-PBEN-1150-101	Retirement	5,204			5,204
141-2-101-0078-1-71100-520610-PBEN-1150-101	Life Insurance	38			38
141-2-101-0078-1-71100-520710-PBEN-1150-101	Medical Insurance	13,384			13,384
141-2-101-0078-1-71100-520810-PBEN-1150-101	Dental Insurance	240			240
141-2-101-0078-1-71100-521010-PBEN-1150-101	Unemployment Compensation	14			14
141-2-101-0078-1-71100-521210-PBEN-1150-101	Medicare	514			514
141-2-101-0078-1-71100-529910-PBEN-1150-101	Long Term Disability	104			104
141-2-101-0078-1-71100-529930-PBEN-1150-101	Short Term Disability	114			114
	Total 71100 - Regular Instruction - East Side Elementary	**57,200**	**-**	**-**	**57,200**
141-2-101-0090-1-71100-516310-PBEN-1150-101	Educational Assistant (1 FTE)	29,244			29,244
141-2-101-0090-1-71100-520110-PBEN-1150-101	Social Security	1,814			1,814
141-2-101-0090-1-71100-520410-PBEN-1150-101	Retirement	4,300			4,300
141-2-101-0090-1-71100-520610-PBEN-1150-101	Life Insurance	38			38
141-2-101-0090-1-71100-520710-PBEN-1150-101	Medical Insurance	13,384			13,384
141-2-101-0090-1-71100-520810-PBEN-1150-101	Dental Insurance	240			240
141-2-101-0090-1-71100-521010-PBEN-1150-101	Unemployment Compensation	14			14
141-2-101-0090-1-71100-521210-PBEN-1150-101	Medicare	424			424
141-2-101-0090-1-71100-529910-PBEN-1150-101	Long Term Disability	104			104
141-2-101-0090-1-71100-529930-PBEN-1150-101	Short Term Disability	114			114
	Total 71100 - Regular Instruction - Harrison Elementary	**49,676**	**-**	**-**	**49,676**
141-2-101-0097-1-71100-516310-PBEN-1150-101	Educational Assistant (1 FTE)	29,244			29,244
141-2-101-0097-1-71100-520110-PBEN-1150-101	Social Security	1,814			1,814
141-2-101-0097-1-71100-520410-PBEN-1150-101	Retirement	4,300			4,300
141-2-101-0097-1-71100-520610-PBEN-1150-101	Life Insurance	38			38
141-2-101-0097-1-71100-520710-PBEN-1150-101	Medical Insurance	13,384			13,384
141-2-101-0097-1-71100-520810-PBEN-1150-101	Dental Insurance	240			240
141-2-101-0097-1-71100-521010-PBEN-1150-101	Unemployment Compensation	14			14
141-2-101-0097-1-71100-521210-PBEN-1150-101	Medicare	424			424
141-2-101-0097-1-71100-529910-PBEN-1150-101	Long Term Disability	104			104
141-2-101-0097-1-71100-529930-PBEN-1150-101	Short Term Disability	114			114
	Total 71100 - Regular Instruction - Barger Academy	**49,676**	**-**	**-**	**49,676**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-0110-1-71100-516310-PBEN-1150-101	Educational Assistant (1 FTE)	26,574			26,574
141-2-101-0110-1-71100-520110-PBEN-1150-101	Social Security	1,648			1,648
141-2-101-0110-1-71100-520410-PBEN-1150-101	Retirement	3,906			3,906
141-2-101-0110-1-71100-520610-PBEN-1150-101	Life Insurance	38			38
141-2-101-0110-1-71100-520710-PBEN-1150-101	Medical Insurance	13,384			13,384
141-2-101-0110-1-71100-520810-PBEN-1150-101	Dental Insurance	240			240
141-2-101-0110-1-71100-521010-PBEN-1150-101	Unemployment Compensation	14			14
141-2-101-0110-1-71100-521210-PBEN-1150-101	Medicare	386			386
141-2-101-0110-1-71100-529910-PBEN-1150-101	Long Term Disability	104			104
141-2-101-0110-1-71100-529930-PBEN-1150-101	Short Term Disability	114			114
	Total 71100 - Regular Instruction - Hardy Elementary	**46,408**	**-**	**-**	**46,408**
141-2-101-0194-1-71100-516310-PBEN-1150-101	Educational Assistant (1 FTE)	32,386			32,386
141-2-101-0194-1-71100-520110-PBEN-1150-101	Social Security	2,008			2,008
141-2-101-0194-1-71100-520410-PBEN-1150-101	Retirement	4,762			4,762
141-2-101-0194-1-71100-520610-PBEN-1150-101	Life Insurance	38			38
141-2-101-0194-1-71100-520710-PBEN-1150-101	Medical Insurance	13,384			13,384
141-2-101-0194-1-71100-520810-PBEN-1150-101	Dental Insurance	240			240
141-2-101-0194-1-71100-521010-PBEN-1150-101	Unemployment Compensation	14			14
141-2-101-0194-1-71100-521210-PBEN-1150-101	Medicare	470			470
141-2-101-0194-1-71100-529910-PBEN-1150-101	Long Term Disability	104			104
141-2-101-0194-1-71100-529930-PBEN-1150-101	Short Term Disability	114			114
	Total 71100 - Regular Instruction - Orchard Knob ES	**53,520**	**-**	**-**	**53,520**
141-2-101-0235-1-71100-516310-PBEN-1150-101	Educational Assistant (1 FTE)	27,918			27,918
141-2-101-0235-1-71100-520110-PBEN-1150-101	Social Security	1,732			1,732
141-2-101-0235-1-71100-520410-PBEN-1150-101	Retirement	4,104			4,104
141-2-101-0235-1-71100-520610-PBEN-1150-101	Life Insurance	38			38
141-2-101-0235-1-71100-520710-PBEN-1150-101	Medical Insurance	13,384			13,384
141-2-101-0235-1-71100-520810-PBEN-1150-101	Dental Insurance	240			240
141-2-101-0235-1-71100-521010-PBEN-1150-101	Unemployment Compensation	14			14
141-2-101-0235-1-71100-521210-PBEN-1150-101	Medicare	406			406
141-2-101-0235-1-71100-529910-PBEN-1150-101	Long Term Disability	104			104
141-2-101-0235-1-71100-529930-PBEN-1150-101	Short Term Disability	114			114
	Total 71100 - Regular Instruction - Spring Creek Elementary	**48,054**	**-**	**-**	**48,054**
141-2-101-0245-1-71100-516310-PBEN-1150-101	Educational Assistant (1 FTE)	29,924			29,924
141-2-101-0245-1-71100-520110-PBEN-1150-101	Social Security	1,856			1,856
141-2-101-0245-1-71100-520410-PBEN-1150-101	Retirement	4,400			4,400
141-2-101-0245-1-71100-520610-PBEN-1150-101	Life Insurance	38			38
141-2-101-0245-1-71100-520710-PBEN-1150-101	Medical Insurance	13,384			13,384
141-2-101-0245-1-71100-520810-PBEN-1150-101	Dental Insurance	240			240
141-2-101-0245-1-71100-521010-PBEN-1150-101	Unemployment Compensation	14			14
141-2-101-0245-1-71100-521210-PBEN-1150-101	Medicare	434			434
141-2-101-0245-1-71100-529910-PBEN-1150-101	Long Term Disability	104			104
141-2-101-0245-1-71100-529930-PBEN-1150-101	Short Term Disability	114			114
	Total 71100 - Regular Instruction - Woodmore ES	**50,508**	**-**	**-**	**50,508**
141-2-101-0065-1-72130-539990-0000-1150-101	Contracted Services	30,480			30,480
	Total 72130 - Other Student Support - East Ridge Elementary	**30,480**	**-**	**-**	**30,480**
141-2-101-0070-3-72130-539990-0000-1150-101	Contracted Services	30,481			30,481
	Total 72130 - Other Student Support - East Ridge High	**30,481**	**-**	**-**	**30,481**
141-2-101-0075-2-72130-539990-0000-1150-101	Contracted Services	30,481			30,481
	Total 72130 - Other Student Support - East Ridge Middle	**30,481**	**-**	**-**	**30,481**
141-2-101-0235-1-72130-539990-0000-1150-101	Contracted Services	30,480			30,480
	Total 72130 - Other Student Support - Spring Creek Elementary	**30,480**	**-**	**-**	**30,480**
141-2-101-6000-0-72130-5189B0-PBEN-1150-101	Truancy Specialist (1 FTE)	61,100			61,100
141-2-101-6000-0-72130-520110-PBEN-1150-101	Social Security	3,788			3,788
141-2-101-6000-0-72130-520410-PBEN-1150-101	Retirement	8,979			8,979
141-2-101-6000-0-72130-520610-PBEN-1150-101	Life Insurance	38			38
141-2-101-6000-0-72130-520710-PBEN-1150-101	Medical Insurance	13,384			13,384
141-2-101-6000-0-72130-520810-PBEN-1150-101	Dental Insurance	240			240
141-2-101-6000-0-72130-521010-PBEN-1150-101	Unemployment Compensation	14			14
141-2-101-6000-0-72130-521210-PBEN-1150-101	Medicare	886			886
141-2-101-6000-0-72130-529910-PBEN-1150-101	Long Term Disability	104			104
141-2-101-6000-0-72130-529930-PBEN-1150-101	Short Term Disability	114			114
141-2-101-6000-0-72130-535510-0000-1150-101	Travel: Mileage	2,000			2,000
	Total 72130 - Other Student Support - District	**90,647**	**-**	**-**	**90,647**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-6002-0-72130-512310-PBEN-1150-101	Counselor (.75 FTE)	70,350			70,350
141-2-101-6002-0-72130-518980-PBEN-1150-101	MT Student Support Coach (1 FTE)	53,300			53,300
141-2-101-6002-0-72130-518980-0000-1150-101	MT Student Support Coach - additional days	7,500			7,500
141-2-101-6002-0-72130-520110-0000-1150-101	Social Security	465			465
141-2-101-6002-0-72130-520110-PBEN-1150-101	Social Security	7,667			7,667
141-2-101-6002-0-72130-520410-0000-1150-101	Retirement	675			675
141-2-101-6002-0-72130-520410-PBEN-1150-101	Retirement	14,595			14,595
141-2-101-6002-0-72130-520610-PBEN-1150-101	Life Insurance	68			68
141-2-101-6002-0-72130-520710-PBEN-1150-101	Medical Insurance	23,420			23,420
141-2-101-6002-0-72130-520810-PBEN-1150-101	Dental Insurance	420			420
141-2-101-6002-0-72130-521010-PBEN-1150-101	Unemployment Compensation	24			24
141-2-101-6002-0-72130-521210-0000-1150-101	Medicare	109			109
141-2-101-6002-0-72130-521210-PBEN-1150-101	Medicare	1,793			1,793
141-2-101-6002-0-72130-529910-PBEN-1150-101	Long Term Disability	182			182
141-2-101-6002-0-72130-529930-PBEN-1150-101	Short Term Disability	198			198
141-2-101-6002-0-72130-535510-0000-1150-101	Mileage	3,000			3,000
	Total 72130 - Other Student Support - MidTown LC	**183,766**	**-**	**-**	**183,766**
141-2-101-0000-0-72210-510510-PBEN-1150-101	Director (2 FTE)	63,250	63,250		126,500
141-2-101-0000-0-72210-510560-PBEN-1150-101	Administrator (1 FTE)	57,668			57,668
141-2-101-0000-0-72210-511910-PBEN-1150-101	Accountant (.25 FTE)	10,112			10,112
141-2-101-0000-0-72210-518990-PWOB-1150-101	Leadership Development Mananger (.46)	32,340			32,340
141-2-101-0000-0-72210-520110-PBEN-1150-101	Social Security	8,124	3,922		12,046
141-2-101-0000-0-72210-520110-PWOB-1150-101	Social Security	2,005			2,005
141-2-101-0000-0-72210-520410-PBEN-1150-101	Retirement	12,372	5,693		18,065
141-2-101-0000-0-72210-520610-PBEN-1150-101	Life Insurance	43	27		70
141-2-101-0000-0-72210-520710-PBEN-1150-101	Medical Insurance	15,032	9,368		24,400
141-2-101-0000-0-72210-520770-PWOB-1150-101	Medical Insurance - Part-time	260			260
141-2-101-0000-0-72210-520810-PBEN-1150-101	Dental Insurance	270	168		438
141-2-101-0000-0-72210-521010-PBEN-1150-101	Unemployment Compensation	15	9		24
141-2-101-0000-0-72210-521210-PBEN-1150-101	Medicare	1,900	917		2,817
141-2-101-0000-0-72210-521210-PWOB-1150-101	Medicare	469			469
141-2-101-0000-0-72210-529910-PBEN-1150-101	Long Term Disability	117	73		190
141-2-101-0000-0-72210-529930-PBEN-1150-101	Short Term Disability	127	79		206
141-2-101-0000-0-72210-530810-0000-1150-101	Consultants	100,000			100,000
141-2-101-0000-0-72210-535510-0000-1150-101	Travel	1,000			1,000
	Total 72210 - Regular Instruction Support - District	**305,104**	**83,506**	**-**	**388,610**
141-2-101-6002-0-72210-514100-0000-1150-101	Differentiated Pay	7,737			7,737
141-2-101-6002-0-72210-517210-PBEN-1150-101	Instructional Coach - New Teacher Coach (.5 FTE)	22,774			22,774
141-2-101-6002-0-72210-517210-PBEN-1150-101	Instructional Coach (1 FTE)	45,346			45,346
141-2-101-6002-0-72210-5189D0-PBEN-1150-101	District K-5 Math Lead MT (.67 FTE)	27,297			27,297
141-2-101-6002-0-72210-5189D0-PBEN-1150-101	District 6-12 Math Lead MT (.25 FTE)	11,387			11,387
141-2-101-6002-0-72210-5189D0-PBEN-1150-101	District K-2 ELA Lead MT (.67 FTE)	35,274			35,274
141-2-101-6002-0-72210-5189D0-PBEN-1150-101	District 3-5 ELA Lead MT (1 FTE)	44,480			44,480
141-2-101-6002-0-72210-5189D0-PBEN-1150-101	District 6-12 ELA Lead MT (.25 FTE)	9,318			9,318
141-2-101-6002-0-72210-5189D0-0000-1150-101	District Content Lead Supplemental Pay	4,004			4,004
141-2-101-6002-0-72210-520110-0000-1150-101	Social Security	728			728
141-2-101-6002-0-72210-520110-PBEN-1150-101	Social Security	12,144			12,144
141-2-101-6002-0-72210-520410-0000-1150-101	Retirement	1,057			1,057
141-2-101-6002-0-72210-520410-PBEN-1150-101	Retirement	17,629			17,629
141-2-101-6002-0-72210-520610-PBEN-1150-101	Life Insurance	83			83
141-2-101-6002-0-72210-520710-PBEN-1150-101	Medical Insurance	29,041			29,041
141-2-101-6002-0-72210-520810-PBEN-1150-101	Dental Insurance	521			521
141-2-101-6002-0-72210-521010-PBEN-1150-101	Unemployment Compensation	28			28
141-2-101-6002-0-72210-521210-0000-1150-101	Medicare	170			170
141-2-101-6002-0-72210-521210-PBEN-1150-101	Medicare	2,841			2,841
141-2-101-6002-0-72210-529910-PBEN-1150-101	Long Term Disability	226			226
141-2-101-6002-0-72210-529930-PBEN-1150-101	Short Term Disability	245			245
141-2-101-6002-0-72210-535510-0000-1150-101	Travel	2,500			2,500
	Total 72210 - Regular Instruction Support - Midtown	**274,830**	**-**	**-**	**274,830**
141-2-101-6003-0-72210-514100-0000-1150-101	Differentiated Compensation - MR Math Content Leads	16,884			16,884
141-2-101-6003-0-72210-517210-PBEN-1150-101	District New Teacher Coach MR (1 FTE)	45,816			45,816
141-2-101-6003-0-72210-517210-PBEN-1150-101	Instructional Coach (1 FTE)	37,054			37,054
141-2-101-6003-0-72210-5189D0-PBEN-1150-101	District K-5 Math Lead MR (1 FTE)	41,543			41,543
141-2-101-6003-0-72210-5189D0-PBEN-1150-101	District 6-12 Math Content Lead MR (1 FTE)	42,878			42,878
141-2-101-6003-0-72210-5189D0-PBEN-1150-101	District 6-12 Math Content Lead MR (FTE)	46,084			46,084
141-2-101-6003-0-72210-5189D0-PBEN-1150-101	District Content Lead 3-5 ELA MR (1 FTE)	43,679			43,679
141-2-101-6003-0-72210-5189D0-PBEN-1150-101	District ELA K-2 Lead (1 FTE)	46,084			46,084
141-2-101-6003-0-72210-5189D0-0000-1150-101	District Content Lead Supplemental Pay	9,368			9,368
141-2-101-6003-0-72210-520110-0000-1150-101	Social Security	1,628			1,628
141-2-101-6003-0-72210-520110-PBEN-1150-101	Social Security	18,794			18,794
141-2-101-6003-0-72210-520410-0000-1150-101	Retirement	2,363			2,363
141-2-101-6003-0-72210-520410-PBEN-1150-101	Retirement	27,286			27,286
141-2-101-6003-0-72210-520610-PBEN-1150-101	Life Insurance	133			133
141-2-101-6003-0-72210-520710-PBEN-1150-101	Medical Insurance	46,841			46,841
141-2-101-6003-0-72210-520810-PBEN-1150-101	Dental Insurance	840			840
141-2-101-6003-0-72210-521010-PBEN-1150-101	Unemployment Compensation	46			46
141-2-101-6003-0-72210-521210-0000-1150-101	Medicare	381			381
141-2-101-6003-0-72210-521210-PBEN-1150-101	Medicare	4,396			4,396
141-2-101-6003-0-72210-529910-PBEN-1150-101	Long Term Disability	364			364
141-2-101-6003-0-72210-529930-PBEN-1150-101	Short Term Disability	396			396
141-2-101-6003-0-72210-535510-0000-1150-101	Travel	4,000			4,000
	Total 72210 - Regular Instruction Support - Missionary Ridge	**436,858**	**-**	**-**	**436,858**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-0037-1-72210-517210-PBEN-1150-101	Instructional Coach (1 FTE)	39,249			39,249
141-2-101-0037-1-72210-520110-PBEN-1150-101	Social Security	2,434			2,434
141-2-101-0037-1-72210-520410-PBEN-1150-101	Retirement	3,533			3,533
141-2-101-0037-1-72210-520610-PBEN-1150-101	Life Insurance	19			19
141-2-101-0037-1-72210-520710-PBEN-1150-101	Medical Insurance	6,692			6,692
141-2-101-0037-1-72210-520810-PBEN-1150-101	Dental Insurance	120			120
141-2-101-0037-1-72210-521010-PBEN-1150-101	Unemployment Compensation	7			7
141-2-101-0037-1-72210-521210-PBEN-1150-101	Medicare	569			569
141-2-101-0037-1-72210-529910-PBEN-1150-101	Long Term Disability	52			52
141-2-101-0037-1-72210-529930-PBEN-1150-101	Short Term Disability	57			57
	Total 72210 - Regular Instruction Support - DES	**52,732**	**-**	**-**	**52,732**
141-2-101-0048-1-72210-517210-PBEN-1150-101	Instructional Coach (.5 FTE)	16,699			16,699
141-2-101-0048-1-72210-520110-PBEN-1150-101	Social Security	1,036			1,036
141-2-101-0048-1-72210-520410-PBEN-1150-101	Retirement	1,503			1,503
141-2-101-0048-1-72210-520610-PBEN-1150-101	Life Insurance	10			10
141-2-101-0048-1-72210-520710-PBEN-1150-101	Medical Insurance	3,346			3,346
141-2-101-0048-1-72210-520810-PBEN-1150-101	Dental Insurance	60			60
141-2-101-0048-1-72210-521010-PBEN-1150-101	Unemployment Compensation	4			4
141-2-101-0048-1-72210-521210-PBEN-1150-101	Medicare	242			242
141-2-101-0048-1-72210-529910-PBEN-1150-101	Long Term Disability	26			26
141-2-101-0048-1-72210-529930-PBEN-1150-101	Short Term Disability	29			29
	Total 72210 - Regular Instruction Support - CHES	**22,955**	**-**	**-**	**22,955**
141-2-101-0110-1-72210-517210-PBEN-1150-101	Instructional Coach (1 FTE)	36,567			36,567
141-2-101-0110-1-72210-520110-PBEN-1150-101	Social Security	2,267			2,267
141-2-101-0110-1-72210-520410-PBEN-1150-101	Retirement	3,291			3,291
141-2-101-0110-1-72210-520610-PBEN-1150-101	Life Insurance	19			19
141-2-101-0110-1-72210-520710-PBEN-1150-101	Medical Insurance	6,692			6,692
141-2-101-0110-1-72210-520810-PBEN-1150-101	Dental Insurance	120			120
141-2-101-0110-1-72210-521010-PBEN-1150-101	Unemployment Compensation	7			7
141-2-101-0110-1-72210-521210-PBEN-1150-101	Medicare	530			530
141-2-101-0110-1-72210-529910-PBEN-1150-101	Long Term Disability	52			52
141-2-101-0110-1-72210-529930-PBEN-1150-101	Short Term Disability	57			57
	Total 72210 - Regular Instruction Support - HES	**49,602**	**-**	**-**	**49,602**
141-2-101-0194-1-72210-517210-PBEN-1150-101	Instructional Coach (1 FTE)	44,126			44,126
141-2-101-0194-1-72210-520110-PBEN-1150-101	Social Security	2,736			2,736
141-2-101-0194-1-72210-520410-PBEN-1150-101	Retirement	3,972			3,972
141-2-101-0194-1-72210-520610-PBEN-1150-101	Life Insurance	19			19
141-2-101-0194-1-72210-520710-PBEN-1150-101	Medical Insurance	6,692			6,692
141-2-101-0194-1-72210-520810-PBEN-1150-101	Dental Insurance	120			120
141-2-101-0194-1-72210-521010-PBEN-1150-101	Unemployment Compensation	7			7
141-2-101-0194-1-72210-521210-PBEN-1150-101	Medicare	640			640
141-2-101-0194-1-72210-529910-PBEN-1150-101	Long Term Disability	52			52
141-2-101-0194-1-72210-529930-PBEN-1150-101	Short Term Disability	57			57
	Total 72210 - Regular Instruction Support - OKES	**58,421**	**-**	**-**	**58,421**
141-2-101-0200-2-72210-517210-PBEN-1150-101	Instructional Coach (1 FTE)	37,054			37,054
141-2-101-0200-2-72210-520110-PBEN-1150-101	Social Security	2,298			2,298
141-2-101-0200-2-72210-520410-PBEN-1150-101	Retirement	3,335			3,335
141-2-101-0200-2-72210-520610-PBEN-1150-101	Life Insurance	19			19
141-2-101-0200-2-72210-520710-PBEN-1150-101	Medical Insurance	6,692			6,692
141-2-101-0200-2-72210-520810-PBEN-1150-101	Dental Insurance	120			120
141-2-101-0200-2-72210-521010-PBEN-1150-101	Unemployment Compensation	7			7
141-2-101-0200-2-72210-521210-PBEN-1150-101	Medicare	538			538
141-2-101-0200-2-72210-529910-PBEN-1150-101	Long Term Disability	52			52
141-2-101-0200-2-72210-529930-PBEN-1150-101	Short Term Disability	57			57
	Total 72210 - Regular Instruction Support - OKMS	**50,172**	**-**	**-**	**50,172**
141-2-101-0245-1-72210-517210-PBEN-1150-101	Instructional Coach (.5 FTE)	18,893			18,893
141-2-101-0245-1-72210-520110-PBEN-1150-101	Social Security	1,172			1,172
141-2-101-0245-1-72210-520410-PBEN-1150-101	Retirement	1,701			1,701
141-2-101-0245-1-72210-520610-PBEN-1150-101	Life Insurance	10			10
141-2-101-0245-1-72210-520710-PBEN-1150-101	Medical Insurance	3,346			3,346
141-2-101-0245-1-72210-520810-PBEN-1150-101	Dental Insurance	60			60
141-2-101-0245-1-72210-521010-PBEN-1150-101	Unemployment Compensation	4			4
141-2-101-0245-1-72210-521210-PBEN-1150-101	Medicare	274			274
141-2-101-0245-1-72210-529910-PBEN-1150-101	Long Term Disability	26			26
141-2-101-0245-1-72210-529930-PBEN-1150-101	Short Term Disability	29			29
	Total 72210 - Regular Instruction Support - Woodmore Elementary	**25,515**	**-**	**-**	**25,515**
141-2-101-0000-0-72410-518810-0000-1150-101	Bonus	40,000			40,000
141-2-101-0000-0-72410-520110-0000-1150-101	Social Security	2,480			2,480
141-2-101-0000-0-72410-520410-0000-1150-101	Retirement	3,600			3,600
141-2-101-0000-0-72410-521210-0000-1150-101	Medicare	580			580
	Total 72410 - Office of the Principal	**46,660**	**-**	**-**	**46,660**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-0000-0-72520-510540-PBEN-1150-101	Manager .5 FTE	46,000			46,000
141-2-101-0000-0-72520-518810-0000-1150-101	Bonus	20,000			20,000
141-2-101-0000-0-72520-520110-0000-1150-101	Social Security	1,240			1,240
141-2-101-0000-0-72520-520110-PBEN-1150-101	Social Security	2,852			2,852
141-2-101-0000-0-72520-520410-0000-1150-101	Retirement	1,800			1,800
141-2-101-0000-0-72520-520410-PBEN-1150-101	Retirement	6,762			6,762
141-2-101-0000-0-72520-520610-PBEN-1150-101	Life Insurance	20			20
141-2-101-0000-0-72520-520710-PBEN-1150-101	Medical Insurance	6,692			6,692
141-2-101-0000-0-72520-520810-PBEN-1150-101	Dental Insurance	120			120
141-2-101-0000-0-72520-521010-PBEN-1150-101	Unemployment Compensation	8			8
141-2-101-0000-0-72520-521210-0000-1150-101	Medicare	290			290
141-2-101-0000-0-72520-521210-PBEN-1150-101	Medicare	668			668
141-2-101-0000-0-72520-529910-PBEN-1150-101	Long Term Disability	52			52
141-2-101-0000-0-72520-529930-PBEN-1150-101	Short Term Disability	58			58
141-2-101-6000-0-72520-539990-0000-1150-101	Other Contracted Services	250,000			250,000
	Total 72520 - Human Resources/Personnel	**336,562**	**-**	**-**	**336,562**
	Total Priority and on the Cusp School Set Aside	**2,763,968**	**83,506**	**-**	**2,847,474**
Homeless Set Aside					
141-2-101-6000-0-72130-539990-0000-1110-101	Contracted Services	75,000			75,000
	Total 72130 - Other Student Support	**75,000**	**-**	**-**	**75,000**
141-2-101-0000-0-72210-5189A0-PBEN-1110-101	Salary-Homeless Liaison (1 FTE)	72,000			72,000
141-2-101-0000-0-72210-520110-PBEN-1110-101	Social Security	4,464			4,464
141-2-101-0000-0-72210-520410-PBEN-1110-101	Retirement	10,584			10,584
141-2-101-0000-0-72210-520610-PBEN-1110-101	Life Insurance	38			38
141-2-101-0000-0-72210-520710-PBEN-1110-101	Health Insurance	13,383			13,383
141-2-101-0000-0-72210-520810-PBEN-1110-101	Dental Insurance	240			240
141-2-101-0000-0-72210-521010-PBEN-1110-101	Unemployment Compensation	13			13
141-2-101-0000-0-72210-521210-PBEN-1110-101	Medicare	1,044			1,044
141-2-101-0000-0-72210-529910-PBEN-1110-101	Long Term Disability	104			104
141-2-101-0000-0-72210-529930-PBEN-1110-101	Short Term Disability	113			113
141-2-101-0000-0-72210-535510-0000-1110-101	Mileage	2,000			2,000
	Total 72210 - Regular Instruction Support	**103,983**	**-**	**-**	**103,983**
141-2-101-0000-0-72710-5189M0-PBEN-1110-101	Route Dispatcher (1 FTE)	57,345			57,345
141-2-101-0000-0-72710-520110-PBEN-1110-101	Social Security	3,555			3,555
141-2-101-0000-0-72710-520410-PBEN-1110-101	Retirement	8,430			8,430
141-2-101-0000-0-72710-520610-PBEN-1110-101	Life Insurance	38			38
141-2-101-0000-0-72710-520710-PBEN-1110-101	Health Insurance	13,383			13,383
141-2-101-0000-0-72710-520810-PBEN-1110-101	Dental Insurance	240			240
141-2-101-0000-0-72710-521010-PBEN-1110-101	Unemployment Compensation	13			13
141-2-101-0000-0-72710-521210-PBEN-1110-101	Medicare	832			832
141-2-101-0000-0-72710-529910-PBEN-1110-101	Long Term Disability	104			104
141-2-101-0000-0-72710-529930-PBEN-1110-101	Short Term Disability	113			113
	Total 72710 - Transportation	**84,053**	**-**	**-**	**84,053**
	Total Homeless Set Aside	**263,036**	**-**	**-**	**263,036**
Diploma Completion (Graduation Success Program) - Set Aside					
141-2-101-7524-7-71100-511610-PBEN-1120-101	Teacher - Diploma Completion (1 FTE)	83,700			83,700
141-2-101-7524-7-71100-520110-PBEN-1120-101	Social Security	5,200			5,200
141-2-101-7524-7-71100-520410-PBEN-1120-101	State Retirement	4,850			4,850
141-2-101-7524-7-71100-520610-PBEN-1120-101	Life Insurance	38			38
141-2-101-7524-7-71100-520710-PBEN-1120-101	Health Insurance	13,383			13,383
141-2-101-7524-7-71100-520810-PBEN-1120-101	Dental Insurance	240			240
141-2-101-7524-7-71100-521010-PBEN-1120-101	Unemployment Compensation	13			13
141-2-101-7524-7-71100-521210-PBEN-1120-101	Medicare	1,250			1,250
141-2-101-7524-7-71100-529910-PBEN-1120-101	Long Term Disability	104			104
141-2-101-7524-7-71100-529930-PBEN-1120-101	Short Term Disability	113			113
	Total 71100 - Regular Instruction	**108,891**	**-**	**-**	**108,891**
141-2-101-7524-7-72210-510420-PBEN-1120-101	Coordinator - Diploma Completion (1 FTE)	125,250			125,250
141-2-101-7524-7-72210-520110-PBEN-1120-101	Social Security	7,800			7,800
141-2-101-7524-7-72210-520410-PBEN-1120-101	Retirement	7,300			7,300
141-2-101-7524-7-72210-520610-PBEN-1120-101	Life Insurance	38			38
141-2-101-7524-7-72210-520710-PBEN-1120-101	Health Insurance	13,383			13,383
141-2-101-7524-7-72210-520810-PBEN-1120-101	Dental Insurance	240			240
141-2-101-7524-7-72210-521010-PBEN-1120-101	Unemployment Compensation	13			13
141-2-101-7524-7-72210-521210-PBEN-1120-101	Medicare	1,850			1,850
141-2-101-7524-7-72210-529910-PBEN-1120-101	Long Term Disability	104			104
141-2-101-7524-7-72210-529930-PBEN-1120-101	Short Term Disability	113			113
141-2-101-7524-0-72210-535510-0000-1120-101	Mileage	2,000			2,000
	Total 72210 - Regular Instruction Support	**158,091**	**-**	**-**	**158,091**
	Total Diploma Completion Set Aside	**266,982**	**-**	**-**	**266,982**
Expectation Graduation Program					
141-2-101-6000-0-71100-514090-0000-1122-101	Extended Contracts	264,000			264,000
141-2-101-6000-0-71100-520110-0000-1122-101	Social Security	16,370			16,370
141-2-101-6000-0-71100-520410-0000-1122-101	State Retirement	23,760			23,760
141-2-101-6000-0-71100-521210-0000-1122-101	Medicare	3,830			3,830
141-2-101-6000-0-71100-559990-0000-1122-101	Other Charges	25,000			25,000
	Total 71100 - Regular Instruction	**332,960**	**-**	**-**	**332,960**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-6000-0-72710-531410-0000-1122-101	Contracts w/ Public Carriers	200,000			200,000
	Total 72710 - Transportation	**200,000**	**-**	**-**	**200,000**
	Total Expectation Graduation Program	**532,960**	**-**	**-**	**532,960**
Family Engagement					
141-2-101-6000-0-72130-549990-0000-1160-101	Supplies: Channing Betes Books	17,131			17,131
	Total 72130 - Other Student Support	**17,131**	**-**	**-**	**17,131**
	Total Family Engagement	**17,131**	**-**	**-**	**17,131**
Reserve of Funds					
141-2-101-0000-0-72130-559990-0000-1140-101	Other Charges: Set Aside	81,083			81,083
	Total 72130 - Other Student Support	**81,083**	**-**	**-**	**81,083**
	Total District Programs	**6,795,445**	**83,506**	**(83,506)**	**6,795,445**
Grace Baptist (Private School)					
141-2-101-9007-5-71100-539990-0000-0000-101	Contracted Services	64,000			64,000
	Total 71100 - Regular Instruction	**64,000**	**-**	**-**	**64,000**
141-2-101-9007-5-72130-559990-0000-0000-101	Charges: Parental Involvement	907			907
	Total 72130 - Other Student Support	**907**	**-**	**-**	**907**
141-2-101-9007-5-72210-539990-0000-0000-101	Contracted Services	18,382			18,382
	Total 72210 - Regular Instruction Support	**18,382**	**-**	**-**	**18,382**
	Total Grace Baptist	**83,289**	**-**	**-**	**83,289**
Avondale SDA (Private School)					
141-2-101-9010-5-71100-539990-0000-0000-101	Contracted Services	28,183			28,183
	Total 71100 - Regular Instruction	**28,183**	**-**	**-**	**28,183**
141-2-101-9010-5-72130-549990-0000-0000-101	Other Materials and Supplies -Parent Involvement	310			310
	Total 72130 - Other Student Support	**310**	**-**	**-**	**310**
	Total Avondale SDA	**28,493**	**-**	**-**	**28,493**
Berean Academy					
141-2-101-9020-5-71100-539980-0000-0000-101	Contract Substitutes	8,000			8,000
141-2-101-9020-5-71100-539990-0000-0000-101	Contracted Services	30,000			30,000
	Total 71100 - Regular Instruction	**38,000**	**-**	**-**	**38,000**
141-2-101-9020-5-72130-549990-0000-0000-101	Other Materials and Supplies -Parent Involvement	931			931
	Total 72130 - Other Student Support	**931**	**-**	**-**	**931**
141-2-101-9020-5-72210-539990-0000-0000-101	Contracted Services	28,400			28,400
141-2-101-9020-5-72210-552410-0000-0000-101	Staff Development	18,150			18,150
	Total 72210 - Regular Instruction Support	**46,550**	**-**	**-**	**46,550**
	Total Berean Academy	**85,481**	**-**	**-**	**85,481**
Boyd Buchanan (Private School)					
141-2-101-9025-5-71100-539990-0000-0000-101	Contracted Services	70,308			70,308
	Total 71100 - Regular Instruction	**70,308**	**-**	**-**	**70,308**
141-2-101-9025-5-72130-539990-0000-0000-101	Contracted Services	2,500			2,500
141-2-101-9025-5-72130-549990-0000-0000-101	Other Materials and Supplies -Parent Involvement	1,074			1,074
	Total 72130 - Other Student Support	**3,574**	**-**	**-**	**3,574**
141-2-101-9025-5-72210-539990-0000-0000-101	Contracted Services	14,750			14,750
141-2-101-9025-5-72210-552410-0000-0000-101	Staff Development	10,000			10,000
	Total 72210 - Regular Instruction Support	**24,750**	**-**	**-**	**24,750**
	Total Boyd Buchanan	**98,632**	**-**	**-**	**98,632**
Brainerd Baptist (Private School)					
141-2-101-9030-5-71100-539990-0000-0000-101	Contracted Services	64,511			64,511
	Total 71100 - Regular Instruction	**64,511**	**-**	**-**	**64,511**
141-2-101-9030-5-72130-539990-0000-0000-101	Contracted Services	1,250			1,250
141-2-101-9030-5-72130-549990-0000-0000-101	Other Supplies and Materials - Parent Involvement	724			724
	Total 72130 - Other Student Support	**1,974**	**-**	**-**	**1,974**
	Total Brainerd Baptist	**66,485**	**-**	**-**	**66,485**
Bright School (Private School)					
141-2-101-9035-5-71100-539990-0000-0000-101	Other Contracted Services	8,176			8,176
	Total 71100 - Regular Instruction	**8,176**	**-**	**-**	**8,176**
141-2-101-9035-5-72120-539990-0000-0000-101	Other Contracted Services	7,000			7,000
	Total 72120 - Health Services	**7,000**	**-**	**-**	**7,000**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-9035-5-72130-539990-0000-0000-101	Other Contracted Services				
141-2-101-9035-5-72130-549990-0000-0000-101	Materials and Supplies	167			167
	Total 72130 - Other Student Support	**167**	-	-	**167**
	Total Bright School	**15,343**	-	-	**15,343**
Chattanooga Christian School (Private School)					
141-2-101-9045-5-71100-539990-0000-0000-101	Other Contracted Services	254,826			254,826
	Total 71100 - Regular Instruction	**254,826**	-	-	**254,826**
141-2-101-9045-5-72130-539990-0000-0000-101	Other Contracted Services	14,000			14,000
141-2-101-9045-5-72130-549990-0000-0000-101	Materials and Supplies	1,479			1,479
141-2-101-9045-5-72130-559990-0000-0000-101	Charges: Parental Involvement	1,480			1,480
	Total 72130 - Other Student Support	**16,959**	-	-	**16,959**
	Total Chattanooga Christian School	**271,785**	-	-	**271,785**
Collegedale Elementary					
141-2-101-9108-5-71100-539990-0000-0000-101	Other Contracted Services	41,190			41,190
	Total 71100 - Regular Instruction	**41,190**	-	-	**41,190**
141-2-101-9108-5-72130-549990-0000-0000-101	Materials and Supplies	453			453
	Total 72130 - Other Student Support	**453**	-	-	**453**
	Total Collegedale Elementary School	**41,643**	-	-	**41,643**
Montessori School (Private School)					
141-2-101-9066-5-71100-539990-0000-0000-101	Other Contracted Services	8,672			8,672
	Total 71100 - Regular Instruction	**8,672**	-	-	**8,672**
141-2-101-9066-5-72130-559990-0000-0000-101	Charges: Parent Involvement	95			95
	Total 72130 - Other Student Support	**95**	-	-	**95**
	Total Montessori School	**8,767**	-	-	**8,767**
Hickory Valley Christian School (Private School)					
141-2-101-9075-5-71100-539990-0000-0000-101	Other Contracted Services	13,176			13,176
	Total 71100 - Regular Instruction	**13,176**	-	-	**13,176**
141-2-101-9075-5-72120-539990-0000-0000-101	Other Contracted Services	2,000			2,000
	Total 72120 - Health Services	**2,000**	-	-	**2,000**
141-2-101-9075-5-72130-559990-0000-0000-101	Charges: Parent Involvement	167			167
	Total 72130 - Other Student Support	**167**	-	-	**167**
	Total Hickory Valley Christian School	**15,343**	-	-	**15,343**
Silverdale Academy (Private School)					
141-2-101-9081-5-71100-539990-0000-0000-101	Other Contracted Services	54,199			54,199
	Total 71100 - Regular Instruction	**54,199**	-	-	**54,199**
141-2-101-9081-5-72130-559990-0000-0000-101	Charges: Parent Involvement	596			596
	Total 72130 - Other Student Support	**596**	-	-	**596**
	Total Silverdale Academy	**54,795**	-	-	**54,795**
Notre Dame High (Private School)					
141-2-101-9325-5-71100-539990-0000-0000-101	Other Contracted Services	94,858			94,858
141-2-101-9325-5-71100-542910-0000-0000-101	Instructional Supplies	3,640			3,640
141-2-101-9325-5-71100-559990-0000-0000-101	Charges: Field Trips, etc	1,700			1,700
	Total 71100 - Regular Instruction	**100,198**	-	-	**100,198**
141-2-101-9325-5-72130-539990-0000-0000-101	Contracted Services	600			600
141-2-101-9325-5-72130-559990-0000-0000-101	Charges: Parent Involvement	600			600
	Total 72130 - Other Student Support	**1,200**	-	-	**1,200**
141-2-101-9325-5-72710-531410-0000-0000-101	Contracts w/ Public Carriers	6,000			6,000
	Total 72710 - Transportation	**6,000**	-	-	**6,000**
	Total Notre Dame High	**107,398**	-	-	**107,398**
Our Lady of Perpetual Help (Private School)					
141-2-101-9115-5-71100-539990-0000-0000-101	Contracted Services	63,593			63,593
	Total 71100 - Regular Instruction	**63,593**	-	-	**63,593**
141-2-101-9115-5-72130-559990-0000-0000-101	Charges: Parent Involvement	700			700
	Total 72130 - Other Student Support	**700**	-	-	**700**
	Total Our Lady of Perpetual Help	**64,293**	-	-	**64,293**
Saint Jude (Private School)					
141-2-101-9140-5-71100-539990-0000-0000-101	Contracted Services	54,257			54,257
	Total 71100 - Regular Instruction	**54,257**	-	-	**54,257**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-9140-5-72130-539990-0000-0000-101	Other Contracted Services	5,000			5,000
141-2-101-9140-5-72130-559990-0000-0000-101	Charges: Parental Involvement	652			652
	Total 72130 - Other Student Support	**5,652**	**-**	**-**	**5,652**
	Total Saint Jude	**59,909**	**-**	**-**	**59,909**
St. Nicholas					
141-2-101-9145-5-71100-539990-0000-0000-101	Other Contracted Services	19,402			19,402
	Total 71100 - Regular Instruction	**19,402**	**-**	**-**	**19,402**
141-2-101-9145-5-72130-559990-0000-0000-101	Charges: Parental Involvement	247			247
	Total 72130 - Other Student Support	**247**	**-**	**-**	**247**
141-2-101-9145-5-72210-552410-0000-0000-101	Staff Development	3,000			3,000
	Total 72210 - Regular Instruction Support	**3,000**	**-**	**-**	**3,000**
	Total St. Nicholas	**22,649**	**-**	**-**	**22,649**
Belvoir Christian Academy					
141-2-101-9090-5-71100-539990-0000-0000-101	Other Contracted Services	52,031			52,031
	Total 71100 - Regular Instruction	**52,031**	**-**	**-**	**52,031**
141-2-101-9090-5-72130-549990-0000-0000-101	Other Supplies and Materials - Parent Involvement	286			286
141-2-101-9090-5-72130-559990-0000-0000-101	Charges: Parental Involvement	287			287
	Total 72130 - Other Student Support	**573**	**-**	**-**	**573**
	Total Belvoir Christian Academy	**52,604**	**-**	**-**	**52,604**
Annoor Academy (Private School)					
141-2-101-9181-5-71100-539990-0000-0000-101	Contracted Services	46,250			46,250
	Total 71100 - Regular Instruction	**46,250**	**-**	**-**	**46,250**
141-2-101-9181-5-72130-549990-0000-0000-101	Supplies, Awards, Postage	509			509
	Total 72130 - Other Student Support	**509**	**-**	**-**	**509**
	Total Annoor Academy	**46,759**	**-**	**-**	**46,759**
Skyuka Hall					
141-2-101-9120-5-71100-539990-0000-0000-101	Contracted Services	21,847			21,847
	Total 71100 - Regular Instruction	**21,847**	**-**	**-**	**21,847**
141-2-101-9120-5-72130-559990-0000-0000-101	Charges: Parental Involvement	262			262
	Total 72130 - Other Student Support	**262**	**-**	**-**	**262**
141-2-101-9120-5-72210-552410-0000-0000-101	Staff Development	2,000			2,000
	Total 72210 - Regular Instruction Support	**2,000**	**-**	**-**	**2,000**
	Total Skyuka Hall	**24,109**	**-**	**-**	**24,109**
St. Peter's					
141-2-101-9147-5-71100-539990-0000-0000-101	Contracted Services	53,476			53,476
	Total 71100 - Regular Instruction	**53,476**	**-**	**-**	**53,476**
141-2-101-9147-5-72130-559990-0000-0000-101	Charges: Parental Involvement	588			588
	Total 72130 - Other Student Support	**588**	**-**	**-**	**588**
	Total St. Peter's	**54,064**	**-**	**-**	**54,064**
Beacon Academy					
141-2-101-9823-5-71100-539990-0000-0000-101	Contracted Services	10,562			10,562
141-2-101-9823-5-71100-547110-0000-0000-101	Software	1,000			1,000
	Total 71100 - Regular Instruction	**11,562**	**-**	**-**	**11,562**
141-2-101-9823-5-72130-549990-0000-0000-101	Supplies and Materials - Parent Involvement	127			127
	Total 72130 - Other Student Support	**127**	**-**	**-**	**127**
	Total Beacon Academy	**11,689**	**-**	**-**	**11,689**
Foundations Preschool					
141-2-101-9848-5-71100-542910-0000-0000-101	Instructional Supplies	2,168			2,168
	Total 71100 - Regular Instruction	**2,168**	**-**	**-**	**2,168**
141-2-101-9848-5-72130-549990-0000-0000-101	Supplies and Materials - Parent Involvement	24			24
	Total 72130 - Other Student Support	**24**	**-**	**-**	**24**
	Total Foundations Preschool	**2,192**	**-**	**-**	**2,192**
Redemption Point Christian Academy					
141-2-101-9898-5-71100-542910-0000-0000-101	Instructional Supplies	2,391			2,391
141-2-101-9898-5-71100-542930-0000-0000-101	Instructional Supplies - Equipment	500			500
	Total 71100 - Regular Instruction	**2,891**	**-**	**-**	**2,891**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-9898-5-72130-559990-0000-0000-101	Parent Meeting Expense	32			32
	Total 72130 - Other Student Support	**32**	**-**	**-**	**32**
	Total Redemption Point Christian Academy	**2,923**	**-**	**-**	**2,923**
	Total Private Schools	**1,218,645**	**-**	**-**	**1,218,645**
Central High					
141-2-101-0040-3-71100-516350-PBEN-0000-101	Educational Assistant - Behavior (1 FTE)	34,320			34,320
141-2-101-0040-3-71100-520110-PBEN-0000-101	Social Security	2,128			2,128
141-2-101-0040-3-71100-520410-PBEN-0000-101	Retirement	5,045			5,045
141-2-101-0040-3-71100-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0040-3-71100-520710-PBEN-0000-101	Health Insurance	13,383			13,383
141-2-101-0040-3-71100-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0040-3-71100-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0040-3-71100-521210-PBEN-0000-101	Medicare	498			498
141-2-101-0040-3-71100-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0040-3-71100-529930-PBEN-0000-101	Short Term Disability	113			113
	Total 71100 - Regular Instruction	**55,882**	**-**	**-**	**55,882**
141-2-101-0040-3-72130-512310-PBEN-0000-101	Guidance Personnel (1 FTE)	58,014			58,014
141-2-101-0040-3-72130-5189J0-PWOB-0000-101	Graduation Coach PT (.49 FTE)	18,378			18,378
141-2-101-0040-3-72130-520110-PBEN-0000-101	Social Security	3,597			3,597
141-2-101-0040-3-72130-520110-PWOB-0000-101	Social Security	1,139			1,139
141-2-101-0040-3-72130-520410-PBEN-0000-101	Retirement	5,221			5,221
141-2-101-0040-3-72130-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0040-3-72130-520710-PBEN-0000-101	Health Insurance	13,383			13,383
141-2-101-0040-3-72130-520770-PWOB-0000-101	Health Insurance - Part-time	460			460
141-2-101-0040-3-72130-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0040-3-72130-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0040-3-72130-521210-PBEN-0000-101	Medicare	841			841
141-2-101-0040-3-72130-521210-PWOB-0000-101	Medicare	266			266
141-2-101-0040-3-72130-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0040-3-72130-529930-PBEN-0000-101	Short Term Disability	113			113
141-2-101-0040-3-72130-559990-0000-0000-101	Charges: Parental Involvement	3,281			3,281
	Total 72130 - Other Student Support	**105,088**	**-**	**-**	**105,088**
141-2-101-0040-3-72210-516210-0000-0000-101	Classified Overtime	2,506			2,506
141-2-101-0040-3-72210-520110-0000-0000-101	Social Security	155			155
141-2-101-0040-3-72210-520410-0000-0000-101	Retirement	368			368
141-2-101-0040-3-72210-521210-0000-0000-101	Medicare	36			36
	Total 72210 - Regular Instruction Support	**3,065**	**-**	**-**	**3,065**
	Total Central High	**164,035**	**-**	**-**	**164,035**
East Ridge High					
141-2-101-0070-3-71100-514090-0000-0000-101	Teacher Supplements	10,000			10,000
141-2-101-0070-3-71100-516310-PBEN-0000-101	Educational Assistant (1 FTE)	33,000			33,000
141-2-101-0070-3-71100-520110-0000-0000-101	Social Security	620			620
141-2-101-0070-3-71100-520110-PBEN-0000-101	Social Security	2,046			2,046
141-2-101-0070-3-71100-520410-0000-0000-101	Retirement	900			900
141-2-101-0070-3-71100-520410-PBEN-0000-101	Retirement	4,851			4,851
141-2-101-0070-3-71100-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0070-3-71100-520710-PBEN-0000-101	Medical Insurance	13,381			13,381
141-2-101-0070-3-71100-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0070-3-71100-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0070-3-71100-521210-0000-0000-101	Medicare	145			145
141-2-101-0070-3-71100-521210-PBEN-0000-101	Medicare	479			479
141-2-101-0070-3-71100-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0070-3-71100-529930-PBEN-0000-101	Short Term Disability	113			113
141-2-101-0070-3-71100-542910-0000-0000-101	Instructional Supplies	10,000			10,000
	Total 71100 - Regular Instruction	**75,930**	**-**	**-**	**75,930**
141-2-101-0070-3-72130-5189B0-PBEN-0000-101	Truancy Specialist (2 FTE)	108,900			108,900
141-2-101-0070-3-72130-520110-PBEN-0000-101	Social Security	6,752			6,752
141-2-101-0070-3-72130-520410-PBEN-0000-101	Retirement	16,008			16,008
141-2-101-0070-3-72130-520610-PBEN-0000-101	Life Insurance	76			76
141-2-101-0070-3-72130-520710-PBEN-0000-101	Health Insurance	26,766			26,766
141-2-101-0070-3-72130-520810-PBEN-0000-101	Dental Insurance	480			480
141-2-101-0070-3-72130-521010-PBEN-0000-101	Unemployment Compensation	26			26
141-2-101-0070-3-72130-521210-PBEN-0000-101	Medicare	1,579			1,579
141-2-101-0070-3-72130-529910-PBEN-0000-101	Long Term Disability	208			208
141-2-101-0070-3-72130-529930-PBEN-0000-101	Short Term Disability	226			226
141-2-101-0070-3-72130-539990-0000-0000-101	Contracted Services	30,481			30,481
141-2-101-0070-3-72130-559990-0000-0000-101	Parent Meeting Expense	519			519
	Total 72130 - Other Student Support	**192,021**	**-**	**-**	**192,021**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-0070-3-72210-5189E0-PBEN-0000-101	Dean of Academic Success (1 FTE)	66,000			66,000
141-2-101-0070-3-72210-520110-PBEN-0000-101	Social Security	4,092			4,092
141-2-101-0070-3-72210-520410-PBEN-0000-101	Retirement	5,940			5,940
141-2-101-0070-3-72210-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0070-3-72210-520710-PBEN-0000-101	Health Insurance	13,383			13,383
141-2-101-0070-3-72210-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0070-3-72210-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0070-3-72210-521210-PBEN-0000-101	Medicare	957			957
141-2-101-0070-3-72210-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0070-3-72210-529930-PBEN-0000-101	Short Term Disability	113			113
141-2-101-0070-3-72210-552410-0000-0000-101	Staff Development	10,321			10,321
	Total 72210 - Regular Instruction Support	**101,201**	**-**	**-**	**101,201**
	Total East Ridge High	**369,152**	**-**	**-**	**369,152**
Hixson High					
141-2-101-0128-3-71100-513450-PWOB-0000-101	Instructional Personnel-Interventionist/Tutor Part-Time (1 FTE)	37,760			37,760
141-2-101-0128-3-71100-514090-0000-0000-101	Teacher Supplements	4,000			4,000
141-2-101-0128-3-71100-516350-PBEN-0000-101	Educational Assistant - Behavior (1 FTE)	37,510			37,510
141-2-101-0128-3-71100-520110-0000-0000-101	Social Security	248			248
141-2-101-0128-3-71100-520110-PBEN-0000-101	Social Security	2,326			2,326
141-2-101-0128-3-71100-520110-PWOB-0000-101	Social Security	2,341			2,341
141-2-101-0128-3-71100-520410-0000-0000-101	Retirement	360			360
141-2-101-0128-3-71100-520410-PBEN-0000-101	Retirement	5,514			5,514
141-2-101-0128-3-71100-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0128-3-71100-520710-PBEN-0000-101	Medical Insurance	13,383			13,383
141-2-101-0128-3-71100-520770-PWOB-0000-101	Medical Insurance - Part-time	840			840
141-2-101-0128-3-71100-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0128-3-71100-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0128-3-71100-521210-0000-0000-101	Medicare	58			58
141-2-101-0128-3-71100-521210-PBEN-0000-101	Medicare	544			544
141-2-101-0128-3-71100-521210-PWOB-0000-101	Medicare	548			548
141-2-101-0128-3-71100-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0128-3-71100-529930-PBEN-0000-101	Short Term Disability	113			113
141-2-101-0128-3-71100-542910-0000-0000-101	Instructional Supplies	5,866			5,866
	Total 71100 - Regular Instruction	**111,806**	**-**	**-**	**111,806**
141-2-101-0128-3-72130-5189B0-PBEN-0000-101	Truancy Specialist (.5 FTE)	28,134			28,134
141-2-101-0128-3-72130-520110-PBEN-0000-101	Social Security	1,744			1,744
141-2-101-0128-3-72130-520410-PBEN-0000-101	Retirement	4,136			4,136
141-2-101-0128-3-72130-520610-PBEN-0000-101	Life Insurance	19			19
141-2-101-0128-3-72130-520710-PBEN-0000-101	Medical Insurance	6,692			6,692
141-2-101-0128-3-72130-520810-PBEN-0000-101	Dental Insurance	120			120
141-2-101-0128-3-72130-521010-PBEN-0000-101	Unemployment Compensation	7			7
141-2-101-0128-3-72130-521210-PBEN-0000-101	Medicare	408			408
141-2-101-0128-3-72130-529910-PBEN-0000-101	Long Term Disability	52			52
141-2-101-0128-3-72130-529930-PBEN-0000-101	Short Term Disability	57			57
141-2-101-0128-3-72130-549990-0000-0000-101	Supplies, Awards, Postage	500			500
141-2-101-0128-3-72130-559990-0000-0000-101	Charges: Parental Involvement	3,372			3,372
	Total 72130 - Other Student Support	**45,241**	**-**	**-**	**45,241**
	Total Hixson High	**157,047**	**-**	**-**	**157,047**
Red Bank High					
141-2-101-0175-3-71100-5116H0-PBEN-0000-101	Teacher - Intervention (.15 FTE)	14,013			14,013
141-2-101-0175-3-71100-514090-0000-0000-101	Teacher Supplements	5,290			5,290
141-2-101-0175-3-71100-516350-PBEN-0000-101	Educational Assistant - Behavior (1 FTE)	35,254			35,254
141-2-101-0175-3-71100-520110-0000-0000-101	Social Security	328			328
141-2-101-0175-3-71100-520110-PBEN-0000-101	Social Security	3,055			3,055
141-2-101-0175-3-71100-520410-0000-0000-101	Retirement	476			476
141-2-101-0175-3-71100-520410-PBEN-0000-101	Retirement	6,444			6,444
141-2-101-0175-3-71100-520610-PBEN-0000-101	Life Insurance	44			44
141-2-101-0175-3-71100-520710-PBEN-0000-101	Medical Insurance	15,390			15,390
141-2-101-0175-3-71100-520810-PBEN-0000-101	Dental Insurance	276			276
141-2-101-0175-3-71100-521010-PBEN-0000-101	Unemployment Compensation	15			15
141-2-101-0175-3-71100-521210-0000-0000-101	Medicare	77			77
141-2-101-0175-3-71100-521210-PBEN-0000-101	Medicare	714			714
141-2-101-0175-3-71100-529910-PBEN-0000-101	Long Term Disability	120			120
141-2-101-0175-3-71100-529930-PBEN-0000-101	Short Term Disability	130			130
	Total 71100 - Regular Instruction	**81,626**	**-**	**-**	**81,626**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-0175-3-72130-5189F0-PWOB-0000-101	College & Career Advisor - Part-time (.6 FTE)	31,203			31,203
141-2-101-0175-3-72130-5189G0-PBEN-0000-101	Behavior Management Specialist (1 FTE)	46,965			46,965
141-2-101-0175-3-72130-520110-PBEN-0000-101	Social Security	2,911			2,911
141-2-101-0175-3-72130-520110-PWOB-0000-101	Social Security	1,935			1,935
141-2-101-0175-3-72130-520410-PBEN-0000-101	Retirement	6,902			6,902
141-2-101-0175-3-72130-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0175-3-72130-520710-PBEN-0000-101	Medical Insurance	13,383			13,383
141-2-101-0175-3-72130-520770-PWOB-0000-101	Medical Insurance - Part-time	460			460
141-2-101-0175-3-72130-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0175-3-72130-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0175-3-72130-521210-PBEN-0000-101	Medicare	681			681
141-2-101-0175-3-72130-521210-PWOB-0000-101	Medicare	452			452
141-2-101-0175-3-72130-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0175-3-72130-529930-PBEN-0000-101	Short Term Disability	113			113
141-2-101-0175-3-72130-559990-0000-0000-101	Charges: Parental Involvement	3,927			3,927
	Total 72130 - Other Student Support	**109,327**	**-**	**-**	**109,327**
	Total Red Bank High	**190,953**	**-**	**-**	**190,953**
Sequoyah High					
141-2-101-0196-3-71100-514090-0000-0000-101	Teacher Supplements	5,000			5,000
141-2-101-0196-3-71100-520110-0000-0000-101	Social Security	310			310
141-2-101-0196-3-71100-520410-0000-0000-101	Retirement	450			450
141-2-101-0196-3-71100-521210-0000-0000-101	Medicare	73			73
	Total 71100 - Regular Instruction	**5,833**	**-**	**-**	**5,833**
141-2-101-0196-3-72130-549990-0000-0000-101	Supplies, Awards, Postage	6,496			6,496
141-2-101-0196-3-72130-559990-0000-0000-101	Charges: Parental Involvement	404			404
	Total 72130 - Other Student Support	**6,900**	**-**	**-**	**6,900**
141-2-101-0196-3-72210-517210-0000-0000-101	Instructional Coach - additional days				
141-2-101-0196-3-72210-519610-0000-0000-101	In-Service Stipends	3,105			3,105
141-2-101-0196-3-72210-520110-0000-0000-101	Social Security	193			193
141-2-101-0196-3-72210-520410-0000-0000-101	Retirement	278			278
141-2-101-0196-3-72210-521210-0000-0000-101	Medicare	45			45
	Total 72210 - Regular Instruction Support	**3,621**	**-**	**-**	**3,621**
	Total Sequoyah High	**16,354**	**-**	**-**	**16,354**
Brainerd High					
141-2-101-0021-3-71100-542910-0000-0000-101	Instructional Supplies	29,594			29,594
	Total 71100 - Regular Instruction	**29,594**	**-**	**-**	**29,594**
141-2-101-0021-3-72130-5189F0-PBEN-0000-101	College and Career Advisor (.65 FTE)	41,577			41,577
141-2-101-0021-3-72130-5189G0-PBEN-0000-101	Behavior Management Specialist (3 FTE)	137,487			137,487
141-2-101-0021-3-72130-520110-PBEN-0000-101	Social Security	11,102			11,102
141-2-101-0021-3-72130-520410-PBEN-0000-101	Retirement	26,325			26,325
141-2-101-0021-3-72130-520610-PBEN-0000-101	Life Insurance	139			139
141-2-101-0021-3-72130-520710-PBEN-0000-101	Health Insurance	48,848			48,848
141-2-101-0021-3-72130-520810-PBEN-0000-101	Dental Insurance	876			876
141-2-101-0021-3-72130-521010-PBEN-0000-101	Unemployment Compensation	47			47
141-2-101-0021-3-72130-521210-PBEN-0000-101	Medicare	2,596			2,596
141-2-101-0021-3-72130-529910-PBEN-0000-101	Long Term Disability	380			380
141-2-101-0021-3-72130-529930-PBEN-0000-101	Short Term Disability	412			412
141-2-101-0021-3-72130-549990-0000-0000-101	Supplies, Awards, Postage	2,000			2,000
141-2-101-0021-3-72130-559990-0000-0000-101	Charges: Parental Involvement	2,622			2,622
	Total 72130 - Other Student Support	**274,411**	**-**	**-**	**274,411**
	Total Brainerd High	**304,005**	**-**	**-**	**304,005**
Howard School of Academics/Technology					
141-2-101-0137-3-71100-514090-0000-0000-101	Teacher Supplements	35,000			35,000
141-2-101-0137-3-71100-520110-0000-0000-101	Social Security	2,170			2,170
141-2-101-0137-3-71100-520410-0000-0000-101	Retirement	3,150			3,150
141-2-101-0137-3-71100-521210-0000-0000-101	Medicare	508			508
	Total 71100 - Regular Instruction	**40,828**	**-**	**-**	**40,828**
141-2-101-0137-3-72130-518990-0000-0000-101	Other Salaries and Wages	10,000			10,000
141-2-101-0137-3-72130-5189G0-PBEN-0000-101	Behavior Management Specialist (3 FTE)	141,000			141,000
141-2-101-0137-3-72130-5189B0-PBEN-0000-101	Truancy Specialist (2 FTE)	120,719			120,719
141-2-101-0137-3-72130-520110-0000-0000-101	Social Security	620			620
141-2-101-0137-3-72130-520110-PBEN-0000-101	Social Security	16,227			16,227
141-2-101-0137-3-72130-520410-0000-0000-101	Retirement	1,470			1,470
141-2-101-0137-3-72130-520410-PBEN-0000-101	Retirement	38,473			38,473
141-2-101-0137-3-72130-520610-PBEN-0000-101	Life Insurance	190			190
141-2-101-0137-3-72130-520710-PBEN-0000-101	Medical Insurance	66,915			66,915
141-2-101-0137-3-72130-520810-PBEN-0000-101	Dental Insurance	1,200			1,200
141-2-101-0137-3-72130-521010-PBEN-0000-101	Unemployment Compensation	65			65
141-2-101-0137-3-72130-521210-0000-0000-101	Medicare	145			145
141-2-101-0137-3-72130-521210-PBEN-0000-101	Medicare	3,795			3,795
141-2-101-0137-3-72130-529910-PBEN-0000-101	Long Term Disability	520			520
141-2-101-0137-3-72130-529930-PBEN-0000-101	Short Term Disability	565			565
141-2-101-0137-3-72130-559990-0000-0000-101	Charges: Parental Involvement	8,188			8,188
	Total 72130 - Other Student Support	**410,092**	**-**	**-**	**410,092**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-0137-3-72210-5189E0-0000-0000-101	Dean of Students additional days	3,600			3,600
141-2-101-0137-3-72210-5189E0-PBEN-0000-101	Dean of Students (1 FTE)	62,400			62,400
141-2-101-0137-3-72210-520110-0000-0000-101	Social Security	224			224
141-2-101-0137-3-72210-520110-PBEN-0000-101	Social Security	3,868			3,868
141-2-101-0137-3-72210-520410-0000-0000-101	Retirement	324			324
141-2-101-0137-3-72210-520410-PBEN-0000-101	Retirement	5,616			5,616
141-2-101-0137-3-72210-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0137-3-72210-520710-PBEN-0000-101	Health Insurance	13,383			13,383
141-2-101-0137-3-72210-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0137-3-72210-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0137-3-72210-521210-0000-0000-101	Medicare	52			52
141-2-101-0137-3-72210-521210-PBEN-0000-101	Medicare	904			904
141-2-101-0137-3-72210-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0137-3-72210-529930-PBEN-0000-101	Short Term Disability	113			113
	Total 72210 - Regular Instruction Support	**90,879**	**-**	**-**	**90,879**
141-2-101-0137-3-72710-531410-0000-0000-101	Contracts w/ Public Carriers	16,468			16,468
	Total 72710 - Transportation	**16,468**	**-**	**-**	**16,468**
	Total Howard School of Academics/Technology	**558,267**	**-**	**-**	**558,267**
Lookout Valley Middle/High					
141-2-101-0165-4-71100-514090-0000-0000-101	Teacher Supplements	10,000			10,000
141-2-101-0165-4-71100-516350-PBEN-0000-101	Educational Assistant - Behavior (1 FTE)	28,215			28,215
141-2-101-0165-4-71100-520110-0000-0000-101	Social Security	620			620
141-2-101-0165-4-71100-520110-PBEN-0000-101	Social Security	1,749			1,749
141-2-101-0165-4-71100-520410-0000-0000-101	Retirement	900			900
141-2-101-0165-4-71100-520410-PBEN-0000-101	Retirement	4,148			4,148
141-2-101-0165-4-71100-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0165-4-71100-520710-PBEN-0000-101	Medical Insurance	13,383			13,383
141-2-101-0165-4-71100-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0165-4-71100-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0165-4-71100-521210-0000-0000-101	Medicare	145			145
141-2-101-0165-4-71100-521210-PBEN-0000-101	Medicare	409			409
141-2-101-0165-4-71100-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0165-4-71100-529930-PBEN-0000-101	Short Term Disability	113			113
141-2-101-0165-4-71100-542910-0000-0000-101	Instructional Supplies	2,898			2,898
	Total 71100 - Regular Instruction	**62,975**	**-**	**-**	**62,975**
141-2-101-0165-4-72130-559990-0000-0000-101	Charges: Parental Involvement	1,592			1,592
	Total 72130 - Other Student Support	**1,592**	**-**	**-**	**1,592**
	TOTAL Lookout Valley Middle/High	**64,567**	**-**	**-**	**64,567**
Tyner Middle/High					
141-2-101-0238-4-71100-514090-0000-0000-101	Teacher Supplements	20,000			20,000
141-2-101-0238-4-71100-520110-0000-0000-101	Social Security	1,240			1,240
141-2-101-0238-4-71100-520410-0000-0000-101	Retirement	1,800			1,800
141-2-101-0238-4-71100-521210-0000-0000-101	Medicare	290			290
141-2-101-0238-4-71100-542910-0000-0000-101	Instructional Supplies	25,000			25,000
141-2-101-0238-4-71100-559990-0000-0000-101	Other Charges	13,000			13,000
	Total 71100 - Regular Instruction	**61,330**	**-**	**-**	**61,330**
141-2-101-0238-4-72130-518970-PBEN-0000-101	Family Partnership Specialist (1 FTE)	72,747			72,747
141-2-101-0238-4-72130-5189G0-PBEN-0000-101	Behavior Management Specialist (3 FTE)	213,800			213,800
141-2-101-0238-4-72130-520110-PBEN-0000-101	Social Security	17,766			17,766
141-2-101-0238-4-72130-520410-PBEN-0000-101	Retirement	42,128			42,128
141-2-101-0238-4-72130-520610-PBEN-0000-101	Life Insurance	152			152
141-2-101-0238-4-72130-520710-PBEN-0000-101	Medical Insurance	53,532			53,532
141-2-101-0238-4-72130-520810-PBEN-0000-101	Dental Insurance	960			960
141-2-101-0238-4-72130-521010-PBEN-0000-101	Unemployment Compensation	52			52
141-2-101-0238-4-72130-521210-PBEN-0000-101	Medicare	4,155			4,155
141-2-101-0238-4-72130-529910-PBEN-0000-101	Long Term Disability	416			416
141-2-101-0238-4-72130-529930-PBEN-0000-101	Short Term Disability	452			452
141-2-101-0238-4-72130-547110-0000-0000-101	Software	7,000			7,000
	Total 72130 - Other Student Support	**413,160**	**-**	**-**	**413,160**
141-2-101-0238-4-72210-552410-0000-0000-101	Staff Development	15,000			15,000
	Total 72210 - Regular Instruction Support	**15,000**	**-**	**-**	**15,000**
141-2-101-0238-4-72710-531410-0000-0000-101	Contracts w/ Public Carriers	10,222			10,222
	Total 72710 - Transportation	**10,222**	**-**	**-**	**10,222**
	Total Tyner Middle/High	**499,712**	**-**	**-**	**499,712**
Hamilton County Virtual School					
141-2-101-0275-4-71100-547110-0000-0000-101	Software	7,324			7,324
141-2-101-0275-4-71100-559990-0000-0000-101	Other Charges	3,000			3,000
	Total 71100 - Regular Instruction	**10,324**	**-**	**-**	**10,324**
141-2-101-0275-4-71200-516340-PWOB-0000-101	Educational Assistant - ExEd PT (.53 FTE)	15,840			15,840
141-2-101-0275-4-71200-520110-PWOB-0000-101	Social Security	982			982
141-2-101-0275-4-71200-520770-PWOB-0000-101	Medical Insurance - Part-time	420			420
141-2-101-0275-4-71200-521210-PWOB-0000-101	Medicare	230			230
	Total 71200 - Special Education Program	**17,472.00**	**-**	**-**	**17,472.00**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-0275-4-72130-559990-0000-0000-101	Charges: Parental Involvement	2,240			2,240
	Total 72130 - Other Student Support	**2,240**	**-**	**-**	**2,240**
141-2-101-0275-4-72710-531410-0000-0000-101	Contracts w/ Public Carriers	6,900			6,900
	Total 72710 - Transportation	**6,900**	**-**	**-**	**6,900**
	Total Hamilton County Virtual School	**36,936**	**-**	**-**	**36,936**
Chattanooga Girls Leadership Academy					
141-2-101-8001-8-71100-542910-0000-0000-101	Instructional Supplies	12,215			12,215
141-2-101-8001-8-71100-547110-0000-0000-101	Software	40,000			40,000
	Total 71100 - Regular Instruction	**52,215**	**-**	**-**	**52,215**
141-2-101-8001-8-72130-549990-0000-0000-101	Parent Materials and Supplies	300			300
141-2-101-8001-8-72130-559990-0000-0000-101	Charges: Behavior Specialists Part-Time (.48 FTE)	13,209			13,209
141-2-101-8001-8-72130-559990-0000-0000-101	Charges: Parental Involvement	2,063			2,063
	Total 72130 - Other Student Support	**15,572**	**-**	**-**	**15,572**
141-2-101-8001-8-72210-559990-0000-0000-101	Charges: Instructional Coach (.32 FTE Part-time .5 FTE Full-time)	79,759			79,759
141-2-101-8001-8-72210-559990-0000-0000-101	Charges: Computer Technician (.26 FTE)	11,651			11,651
141-2-101-8001-8-72210-559990-0000-0000-101	Charges: Professional Development Stipends	4,666			4,666
	Total 72210 - Regular Instruction Support	**96,076**	**-**	**-**	**96,076**
	Total Chattanooga Girls Leadership Academy	**163,863**	**-**	**-**	**163,863**
Chattanooga Charter School of Excellence					
141-2-101-8003-8-72130-559990-0000-0000-101	Charges: Counselor (1 FTE)	70,472			70,472
141-2-101-8003-8-72130-559990-0000-0000-101	Charges: Behavior Management Specialist (1 FTE)	60,442			60,442
141-2-101-8003-8-72130-559990-0000-0000-101	Other Charges - Parent Meeting	3,058			3,058
	Total 72130 - Other Student Support	**133,972**	**-**	**-**	**133,972**
141-2-101-8003-8-72210-559990-0000-0000-101	Charges: Curriculum Coaches (.87 FTE)	78,086			78,086
	Total 72210 - Regular Instruction Support	**78,086**	**-**	**-**	**78,086**
	Total Chattanooga Charter School of Excellence	**212,058**	**-**	**-**	**212,058**
Chatt Academy Community School					
141-2-101-8006-8-71100-542910-0000-0000-101	Instructional Supplies	17,101			17,101
141-2-101-8006-8-71100-547110-0000-0000-101	Software	9,500			9,500
	Total 71100 - Regular Instruction	**26,601**	**-**	**-**	**26,601**
141-2-101-8006-8-71200-559990-0000-0000-101	Charges: ExEd Assistant (1 FTE)	65,874			65,874
	Total 71200 - Special Education Program	**65,874**	**-**	**-**	**65,874**
141-2-101-8006-8-72130-549990-0000-0000-101	Parent Materials and Supplies	1,592			1,592
	Total 72130 - Other Student Support	**1,592**	**-**	**-**	**1,592**
141-2-101-8006-8-72210-552410-0000-0000-101	Staff Development	9,300			9,300
	Total 72210 - Regular Instruction Support	**9,300**	**-**	**-**	**9,300**
141-2-101-8006-8-72710-531410-0000-0000-101	Contracts with Public Carriers	7,000			7,000
	Total 72710 - Transportation	**7,000**	**-**	**-**	**7,000**
	Total Chatt Academy Community School	**110,367**	**-**	**-**	**110,367**
Chattanooga Charter School of Excellence Middle School					
141-8-101-8010-8-72130-559990-0000-0000-101	Charges: Counselor (1 FTE)	92,293			92,293
141-8-101-8010-8-72130-559990-0000-0000-101	Charges: Parent Meetings	1,675			1,675
	Total 72130 - Other Student Support	**93,968**	**-**	**-**	**93,968**
141-8-101-8010-8-72210-559990-0000-0000-101	Charges: Curriculum Coaches (.25 FTE)	22,182			22,182
	Total 72210 - Regular Instruction Support	**22,182**	**-**	**-**	**22,182**
	Total CCSE Middle	**116,150**	**-**	**-**	**116,150**
Chattanooga Charter School of Excellence High School					
141-2-101-8015-8-72130-559990-0000-0000-101	Charges: Parent Meeting	1,064			1,064
	Total 72130 - Other Student Support	**1,064**	**-**	**-**	**1,064**
141-2-101-8015-8-72210-559990-0000-0000-101	Charges: Curriculum Coaches (.74 FTE)	72,675			72,675
	Total 72210 - Regular Instruction Support	**72,675**	**-**	**-**	**72,675**
	Total CCSE High	**73,739**	**-**	**-**	**73,739**
Chattanooga Preparatory School					
141-2-101-8011-8-72130-559990-0000-0000-101	Charges: Other Student Support Salaries BMS (FTE)	2,801			2,801
	Total 72130 - Other Student Support	**2,801**	**-**	**-**	**2,801**
141-2-101-8011-8-72210-559990-0000-0000-101	Charges: Dean of Students (1.6 FTE)	162,820			162,820
	Total 72210 - Regular Instruction Support	**162,820**	**-**	**-**	**162,820**
	Total Chattanooga Preparatory School	**165,621**	**-**	**-**	**165,621**
CGLA Montessori School					
141-2-101-8142-8-71100-547110-0000-0000-101	Software	16,155			16,155
141-2-101-8142-8-71100-559990-0000-0000-101	Charges: Educational Assistant (.7 FTE)	38,931			38,931
	Total 71100 - Regular Instruction	**55,086**	**-**	**-**	**55,086**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-8142-8-72130-539990-0000-0000-101	Contracted Services - Parent Involvement	600			600
141-2-101-8142-8-72130-549990-0000-0000-101	Charges: Parental Involvement	500			500
141-2-101-8142-8-72130-559990-0000-0000-101	Parent Meeting Expense	1,000			1,000
141-2-101-8142-8-72130-559990-0000-0000-101	Charges: Behavior Management Specialist (.8 FTE)	60,640			60,640
	Total 72130 - Other Student Support	**62,740**	**-**	**-**	**62,740**
141-2-101-8142-8-72210-559990-0000-0000-101	Charges: Tech Support (.26 FTE)	11,651			11,651
141-2-101-8142-8-72210-559990-0000-0000-101	Charges: PT Instructional Coach (.32 FTE)	15,130			15,130
	Total 72210 - Regular Instruction Support	**26,781**	**-**	**-**	**26,781**
	Total CGLA Montessori School	**144,607**	**-**	**-**	**144,607**
Brown Middle					
141-2-101-0035-2-71100-513450-PWOB-0000-101	Instructional Personnel-Interventionist/Tutor Part-Time (.5 FTE)	22,500			22,500
141-2-101-0035-2-71100-514090-0000-0000-101	Teacher Supplements	9,100			9,100
141-2-101-0035-2-71100-520110-0000-0000-101	Social Security	564			564
141-2-101-0035-2-71100-520110-PWOB-0000-101	Social Security	1,395			1,395
141-2-101-0035-2-71100-520410-0000-0000-101	Retirement	819			819
141-2-101-0035-2-71100-520770-PWOB-0000-101	Medical Insurance - Part-time	420			420
141-2-101-0035-2-71100-521210-0000-0000-101	Medicare	132			132
141-2-101-0035-2-71100-521210-PWOB-0000-101	Medicare	326			326
141-2-101-0035-2-71100-539980-0000-0000-101	Contract Substitutes	3,600			3,600
141-2-101-0035-2-71100-542910-0000-0000-101	Instructional Supplies	21,327			21,327
141-2-101-0035-2-71100-547110-0000-0000-101	Software	4,000			4,000
141-2-101-0035-2-71100-559990-0000-0000-101	Charges: Field Trips, etc	4,000			4,000
	Total 71100 - Regular Instruction	**68,183**	**-**	**-**	**68,183**
141-2-101-0035-2-72130-547110-0000-0000-101	Software	6,500			6,500
141-2-101-0035-2-72130-549990-0000-0000-101	Supplies, Awards, Postage	500			500
141-2-101-0035-2-72130-559990-0000-0000-101	Charges: Parental Involvement	1,500			1,500
	Total 72130 - Other Student Support	**8,500**	**-**	**-**	**8,500**
141-2-101-0035-2-72210-5189L0-0000-0000-101	Stipend - Professional Learning	3,000			3,000
141-2-101-0035-2-72210-519610-0000-0000-101	In-Service Stipends	2,000			2,000
141-2-101-0035-2-72210-520110-0000-0000-101	Social Security	310			310
141-2-101-0035-2-72210-520410-0000-0000-101	Retirement	450			450
141-2-101-0035-2-72210-521210-0000-0000-101	Medicare	73			73
141-2-101-0035-2-72210-552410-0000-0000-101	Staff Development	13,000			13,000
	Total 72210 - Regular Instruction Support	**18,833**	**-**	**-**	**18,833**
141-2-101-0035-2-72710-531410-0000-0000-101	Contracts w/ Public Carriers	10,000			10,000
	Total 72710 - Transportation	**10,000**	**-**	**-**	**10,000**
	Total Brown Middle	**105,516**	**-**	**-**	**105,516**
East Ridge Middle					
141-2-101-0075-2-71100-5116A0-0000-0000-101	Teacher - Related Arts (1 FTE)	55,355			55,355
141-2-101-0075-2-71100-514090-0000-0000-101	Teacher Supplements	31,462			31,462
141-2-101-0075-2-71100-520110-0000-0000-101	Social Security	1,951			1,951
141-2-101-0075-2-71100-520110-PBEN-0000-101	Social Security	3,432			3,432
141-2-101-0075-2-71100-520410-0000-0000-101	Retirement	2,831			2,831
141-2-101-0075-2-71100-520410-PBEN-0000-101	Retirement	4,981			4,981
141-2-101-0075-2-71100-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0075-2-71100-520710-PBEN-0000-101	Medical Insurance	13,383			13,383
141-2-101-0075-2-71100-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0075-2-71100-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0075-2-71100-521210-0000-0000-101	Medicare	456			456
141-2-101-0075-2-71100-521210-PBEN-0000-101	Medicare	803			803
141-2-101-0075-2-71100-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0075-2-71100-529930-PBEN-0000-101	Short Term Disability	113			113
141-2-101-0075-2-71100-547110-0000-0000-101	Software	2,500			2,500
141-2-101-0075-2-71100-559990-0000-0000-101	Charges: Field Trips, etc	4,000			4,000
	Total 71100 - Regular Instruction	**121,662**	**-**	**-**	**121,662**
141-2-101-0075-2-72130-518990-0000-0000-101	Other Salaries and Wages: Classified FE activites	6,532			6,532
141-2-101-0075-2-72130-5189G0-PBEN-0000-101	Behavior Management Specialist (1 FTE)	52,800			52,800
141-2-101-0075-2-72130-520110-0000-0000-101	Social Security	405			405
141-2-101-0075-2-72130-520110-PBEN-0000-101	Social Security	3,274			3,274
141-2-101-0075-2-72130-520410-0000-0000-101	Retirement	960			960
141-2-101-0075-2-72130-520410-PBEN-0000-101	Retirement	7,762			7,762
141-2-101-0075-2-72130-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0075-2-72130-520710-PBEN-0000-101	Medical Insurance	13,383			13,383
141-2-101-0075-2-72130-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0075-2-72130-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0075-2-72130-521210-0000-0000-101	Medicare	95			95
141-2-101-0075-2-72130-521210-PBEN-0000-101	Medicare	766			766
141-2-101-0075-2-72130-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0075-2-72130-529930-PBEN-0000-101	Short Term Disability	113			113
141-2-101-0075-2-72130-539990-0000-0000-101	Contracted Services - Parent	30,481			30,481
141-2-101-0075-2-72130-547110-0000-0000-101	Software	7,000			7,000
141-2-101-0075-2-72130-559990-0000-0000-101	Charges: Parental Involvement	3,809			3,809
	Total 72130 - Other Student Support	**127,775**	**-**	**-**	**127,775**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-0075-2-72210-516210-0000-0000-101	Clerical Personnel	327			327
141-2-101-0075-2-72210-520110-0000-0000-101	Social Security	20			20
141-2-101-0075-2-72210-520410-0000-0000-101	Retirement	48			48
141-2-101-0075-2-72210-521210-0000-0000-101	Medicare	5			5
141-2-101-0075-2-72210-552410-0000-0000-101	Staff Development	3,296			3,296
	Total 72210 - Regular Instruction Support	**3,696**	**-**	**-**	**3,696**
141-2-101-0075-2-72710-531410-0000-0000-101	Contracts w/ Public Carriers	2,000			2,000
	Total 72710 - Transportation	**2,000**	**-**	**-**	**2,000**
	Total East Ridge Middle	**255,133**	**-**	**-**	**255,133**
Ooltewah Middle					
141-2-101-0157-2-71100-514090-0000-0000-101	Teacher Supplements	15,000			15,000
141-2-101-0157-2-71100-520110-0000-0000-101	Social Security	930			930
141-2-101-0157-2-71100-520410-0000-0000-101	Retirement	1,328			1,328
141-2-101-0157-2-71100-521210-0000-0000-101	Medicare	218			218
141-2-101-0157-2-71100-542910-0000-0000-101	Instructional Supplies	8,548			8,548
141-2-101-0157-2-71100-547110-0000-0000-101	Software	8,549			8,549
	Total 71100 - Regular Instruction	**34,573**	**-**	**-**	**34,573**
141-2-101-0157-2-72130-518990-0000-0000-101	Other Salaries	5,000			5,000
141-2-101-0157-2-72130-520110-0000-0000-101	Social Security	310			310
141-2-101-0157-2-72130-520410-0000-0000-101	Retirement	735			735
141-2-101-0157-2-72130-521210-0000-0000-101	Medicare	73			73
141-2-101-0157-2-72130-549990-0000-0000-101	Supplies, Awards, Postage	1,500			1,500
141-2-101-0157-2-72130-559990-0000-0000-101	Charges: Parental Involvement	2,000			2,000
	Total 72130 - Other Student Support	**9,618**	**-**	**-**	**9,618**
141-2-101-0157-2-72210-517210-PBEN-0000-101	Instructional Coach (.5 FTE)	37,054			37,054
141-2-101-0157-2-72210-520110-PBEN-0000-101	Social Security	2,297			2,297
141-2-101-0157-2-72210-520410-PBEN-0000-101	Retirement	3,335			3,335
141-2-101-0157-2-72210-520610-PBEN-0000-101	Life Insurance	19			19
141-2-101-0157-2-72210-520710-PBEN-0000-101	Medical Insurance	6,692			6,692
141-2-101-0157-2-72210-520810-PBEN-0000-101	Dental Insurance	120			120
141-2-101-0157-2-72210-521010-PBEN-0000-101	Unemployment Compensation	7			7
141-2-101-0157-2-72210-521210-PBEN-0000-101	Medicare	537			537
141-2-101-0157-2-72210-529910-PBEN-0000-101	Long Term Disability	52			52
141-2-101-0157-2-72210-529930-PBEN-0000-101	Short Term Disability	57			57
	Total 72210 - Regular Instruction Support	**50,170**	**-**	**-**	**50,170**
141-2-101-0157-2-72710-531410-0000-0000-101	Contracts w/ Public Carriers	25,000			25,000
	Total 72710 - Transportation	**25,000**	**-**	**-**	**25,000**
	Total Ooltewah Middle	**119,361**	**-**	**-**	**119,361**
Red Bank Middle					
141-2-101-0180-2-71100-5116H0-PBEN-0000-101	Teacher - Intervention (.7 FTE)	38,500			38,500
141-2-101-0180-2-71100-513450-PWOB-0000-101	Tutor Part-Time (.79)	21,240			21,240
141-2-101-0180-2-71100-520110-PBEN-0000-101	Social Security	2,387			2,387
141-2-101-0180-2-71100-520110-PWOB-0000-101	Social Security	1,317			1,317
141-2-101-0180-2-71100-520410-PBEN-0000-101	Retirement	3,466			3,466
141-2-101-0180-2-71100-520610-PBEN-0000-101	Life Insurance	27			27
141-2-101-0180-2-71100-520710-PBEN-0000-101	Medical Insurance	9,368			9,368
141-2-101-0180-2-71100-520770-PWOB-0000-101	Medical Insurance - Part Time	620			620
141-2-101-0180-2-71100-520810-PBEN-0000-101	Dental Insurance	168			168
141-2-101-0180-2-71100-521010-PBEN-0000-101	Unemployment Compensation	9			9
141-2-101-0180-2-71100-521210-PBEN-0000-101	Medicare	558			558
141-2-101-0180-2-71100-521210-PWOB-0000-101	Medicare	308			308
141-2-101-0180-2-71100-529910-PBEN-0000-101	Long Term Disability	73			73
141-2-101-0180-2-71100-529930-PBEN-0000-101	Short Term Disability	79			79
141-2-101-0180-2-71100-547110-0000-0000-101	Software	4,543			4,543
141-2-101-0180-2-71100-559990-0000-0000-101	Charges: Field Trips, etc	5,000			5,000
	Total 71100 - Regular Instruction	**87,663**	**-**	**-**	**87,663**
141-2-101-0180-2-72130-518980-0000-0000-101	Student Support Coach additional days	3,555			3,555
141-2-101-0180-2-72130-5189B0-PBEN-0000-101	Truancy Specialist (.7 FTE)	38,470			38,470
141-2-101-0180-2-72130-520110-0000-0000-101	Social Security	221			221
141-2-101-0180-2-72130-520110-PBEN-0000-101	Social Security	2,385			2,385
141-2-101-0180-2-72130-520410-0000-0000-101	Retirement	320			320
141-2-101-0180-2-72130-520410-PBEN-0000-101	Retirement	5,655			5,655
141-2-101-0180-2-72130-520610-PBEN-0000-101	Life Insurance	27			27
141-2-101-0180-2-72130-520710-PBEN-0000-101	Medical Insurance	9,368			9,368
141-2-101-0180-2-72130-520810-PBEN-0000-101	Dental Insurance	168			168
141-2-101-0180-2-72130-521010-PBEN-0000-101	Unemployment Compensation	9			9
141-2-101-0180-2-72130-521210-0000-0000-101	Medicare	52			52
141-2-101-0180-2-72130-521210-PBEN-0000-101	Medicare	557			557
141-2-101-0180-2-72130-529910-PBEN-0000-101	Long Term Disability	73			73
141-2-101-0180-2-72130-529930-PBEN-0000-101	Short Term Disability	79			79
141-2-101-0180-2-72130-547110-0000-0000-101	Software	2,800			2,800
141-2-101-0180-2-72130-549990-0000-0000-101	Supplies, Awards, Postage	6,424			6,424
141-2-101-0180-2-72130-559990-0000-0000-101	Charges: Parental Involvement	3,427			3,427
	Total 72130 - Other Student Support	**73,590**	**-**	**-**	**73,590**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-0180-2-72210-5140M0-0000-0000-101	Stipend - Multi-Classroom Lead	2,500			2,500
141-2-101-0180-2-72210-5189E0-0000-0000-101	Dean of Students additional days	4,140			4,140
141-2-101-0180-2-72210-520110-0000-0000-101	Social Security	412			412
141-2-101-0180-2-72210-520410-0000-0000-101	Retirement	598			598
141-2-101-0180-2-72210-521210-0000-0000-101	Medicare	96			96
141-2-101-0180-2-72210-552410-0000-0000-101	Staff Development	16,832			16,832
	Total 72210 - Regular Instruction Support	**24,578**	**-**	**-**	**24,578**
141-2-101-0180-2-72710-531410-0000-0000-101	Contracts w/ Public Carriers	5,000			5,000
	Total 72710 - Transportation	**5,000**	**-**	**-**	**5,000**
	Total Red Bank Middle	**190,831**	**-**	**-**	**190,831**
Dalewood Middle					
141-2-101-0055-2-71100-514090-0000-0000-101	Teacher Supplements	20,000			20,000
141-2-101-0055-2-71100-520110-0000-0000-101	Social Security	1,240			1,240
141-2-101-0055-2-71100-520410-0000-0000-101	Retirement	2,085			2,085
141-2-101-0055-2-71100-521210-0000-0000-101	Medicare	290			290
141-2-101-0055-2-71100-542910-0000-0000-101	Instructional Supplies	2,337			2,337
	Total 71100 - Regular Instruction	**25,952**	**-**	**-**	**25,952**
141-2-101-0055-2-72130-518980-PBEN-0000-101	Student Support Coach (.3 FTE)	14,781			14,781
141-2-101-0055-2-72130-5189B0-PBEN-0000-101	Truancy Specialist (.5 FTE)	30,508			30,508
141-2-101-0055-2-72130-520110-PBEN-0000-101	Social Security	2,808			2,808
141-2-101-0055-2-72130-520410-PBEN-0000-101	Retirement	6,657			6,657
141-2-101-0055-2-72130-520610-PBEN-0000-101	Life Insurance	30			30
141-2-101-0055-2-72130-520710-PBEN-0000-101	Medical Insurance	10,706			10,706
141-2-101-0055-2-72130-520810-PBEN-0000-101	Dental Insurance	192			192
141-2-101-0055-2-72130-521010-PBEN-0000-101	Unemployment Compensation	10			10
141-2-101-0055-2-72130-521210-PBEN-0000-101	Medicare	657			657
141-2-101-0055-2-72130-529910-PBEN-0000-101	Long Term Disability	83			83
141-2-101-0055-2-72130-529930-PBEN-0000-101	Short Term Disability	90			90
141-2-101-0055-2-72130-549990-0000-0000-101	Supplies, Awards, Postage	500			500
141-2-101-0055-2-72130-559990-0000-0000-101	Charges: Parental Involvement	1,328			1,328
	Total 72130 - Other Student Support	**68,350**	**-**	**-**	**68,350**
141-2-101-0055-2-72210-5140M0-0000-0000-101	Stipend - Multi-Classroom Lead	20,000			20,000
141-2-101-0055-2-72210-520110-0000-0000-101	Social Security	1,240			1,240
141-2-101-0055-2-72210-520410-0000-0000-101	Retirement	1,800			1,800
141-2-101-0055-2-72210-521210-0000-0000-101	Medicare	290			290
	Total 72210 - Regular Instruction Support	**23,330**	**-**	**-**	**23,330**
	Total Dalewood Middle	**117,632**	**-**	**-**	**117,632**
East Lake Academy					
141-2-101-0064-2-71100-511650-PBEN-0000-101	Teacher - ENL (.5 FTE)	28,375			28,375
141-2-101-0064-2-71100-514090-0000-0000-101	Teacher Supplements	8,173			8,173
141-2-101-0064-2-71100-520110-0000-0000-101	Social Security	507			507
141-2-101-0064-2-71100-520110-PBEN-0000-101	Social Security	1,759			1,759
141-2-101-0064-2-71100-520410-0000-0000-101	Retirement	736			736
141-2-101-0064-2-71100-520410-PBEN-0000-101	Retirement	3,017			3,017
141-2-101-0064-2-71100-520610-PBEN-0000-101	Life Insurance	19			19
141-2-101-0064-2-71100-520710-PBEN-0000-101	Medical Insurance	6,692			6,692
141-2-101-0064-2-71100-520810-PBEN-0000-101	Dental Insurance	120			120
141-2-101-0064-2-71100-521010-PBEN-0000-101	Unemployment Compensation	7			7
141-2-101-0064-2-71100-521210-0000-0000-101	Medicare	119			119
141-2-101-0064-2-71100-521210-PBEN-0000-101	Medicare	411			411
141-2-101-0064-2-71100-529910-PBEN-0000-101	Long Term Disability	52			52
141-2-101-0064-2-71100-529930-PBEN-0000-101	Short Term Disability	57			57
141-2-101-0064-2-71100-542910-0000-0000-101	Instructional Supplies	236			236
141-2-101-0064-2-71100-547110-0000-0000-101	Software	29,500			29,500
	Total 71100 - Regular Instruction	**79,780**	**-**	**-**	**79,780**
141-2-101-0064-2-72130-518960-PBEN-0000-101	Parent Coordinator (.6 FTE)	17,272			17,272
141-2-101-0064-2-72130-518980-PBEN-0000-101	Student Support Coach (1 FTE)	52,877			52,877
141-2-101-0064-2-72130-5189G0-PBEN-0000-101	Behavior Management Specialist (1 FTE)	41,801			41,801
141-2-101-0064-2-72130-520110-PBEN-0000-101	Social Security	6,941			6,941
141-2-101-0064-2-72130-520410-PBEN-0000-101	Retirement	16,457			16,457
141-2-101-0064-2-72130-520610-PBEN-0000-101	Life Insurance	99			99
141-2-101-0064-2-72130-520710-PBEN-0000-101	Medical Insurance	34,796			34,796
141-2-101-0064-2-72130-520810-PBEN-0000-101	Dental Insurance	624			624
141-2-101-0064-2-72130-521010-PBEN-0000-101	Unemployment Compensation	34			34
141-2-101-0064-2-72130-521210-PBEN-0000-101	Medicare	1,623			1,623
141-2-101-0064-2-72130-529910-PBEN-0000-101	Long Term Disability	270			270
141-2-101-0064-2-72130-529930-PBEN-0000-101	Short Term Disability	294			294
141-2-101-0064-2-72130-547110-0000-0000-101	Software	2,500			2,500
	Total 72130 - Other Student Support	**175,588**	**-**	**-**	**175,588**
141-2-101-0064-2-72210-552410-0000-0000-101	Staff Development	2,500			2,500
	Total 72210 - Regular Instruction Support	**2,500**	**-**	**-**	**2,500**
	Total East Lake Academy	**257,868**	**-**	**-**	**257,868**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
Hixson Middle					
141-2-101-0129-2-72130-518980-PBEN-0000-101	Student Support Coach (.62 FTE)	46,418			46,418
141-2-101-0129-2-72130-5189G0-PBEN-0000-101	Behavior Management Specialist (1 FTE)	42,842			42,842
141-2-101-0129-2-72130-520110-PBEN-0000-101	Social Security	5,534			5,534
141-2-101-0129-2-72130-520410-PBEN-0000-101	Retirement	13,120			13,120
141-2-101-0129-2-72130-520610-PBEN-0000-101	Life Insurance	62			62
141-2-101-0129-2-72130-520710-PBEN-0000-101	Medical Insurance	21,680			21,680
141-2-101-0129-2-72130-520810-PBEN-0000-101	Dental Insurance	389			389
141-2-101-0129-2-72130-521010-PBEN-0000-101	Unemployment Compensation	21			21
141-2-101-0129-2-72130-521210-PBEN-0000-101	Medicare	1,294			1,294
141-2-101-0129-2-72130-529910-PBEN-0000-101	Long Term Disability	168			168
141-2-101-0129-2-72130-529930-PBEN-0000-101	Short Term Disability	183			183
141-2-101-0129-2-72130-559990-0000-0000-101	Charges: Parental Involvement	2,850			2,850
	Total 72130 - Other Student Support	**134,561**	**-**	**-**	**134,561**
141-2-101-0129-2-72210-5189L0-0000-0000-101	Stipend - Professional Learning	560			560
141-2-101-0129-2-72210-520110-0000-0000-101	Social Security	35			35
141-2-101-0129-2-72210-520410-0000-0000-101	Retirement	50			50
141-2-101-0129-2-72210-521210-0000-0000-101	Medicare	8			8
	Total 72210 - Regular Instruction Support	**653**	**-**	**-**	**653**
	Total Hixson Middle	**135,214**	**-**	**-**	**135,214**
Orchard Knob Middle					
141-2-101-0200-2-71100-513450-PWOB-0000-101	Tutor-Part-Time (.47 FTE)	15,750			15,750
141-2-101-0200-2-71100-520110-PWOB-0000-101	Social Security	977			977
141-2-101-0200-2-71100-520770-PWOB-0000-101	Medical Insurance - Part Time	420			420
141-2-101-0200-2-71100-521210-PWOB-0000-101	Medicare	228			228
141-2-101-0200-2-71100-542910-0000-0000-101	Instructional Supplies	5,710			5,710
141-2-101-0200-2-71100-559990-0000-0000-101	Charges: Field Trips, etc	7,500			7,500
	Total 71100 - Regular Instruction	**30,585**	**-**	**-**	**30,585**
141-2-101-0200-2-72130-5189G0-PBEN-0000-101	Behavior Management Specialist (1 FTE)	41,802			41,802
141-2-101-0200-2-72130-520110-PBEN-0000-101	Social Security	2,591			2,591
141-2-101-0200-2-72130-520410-PBEN-0000-101	Retirement	6,145			6,145
141-2-101-0200-2-72130-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0200-2-72130-520710-PBEN-0000-101	Medical Insurance	13,383			13,383
141-2-101-0200-2-72130-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0200-2-72130-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0200-2-72130-521210-PBEN-0000-101	Medicare	606			606
141-2-101-0200-2-72130-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0200-2-72130-529930-PBEN-0000-101	Short Term Disability	113			113
141-2-101-0200-2-72130-559990-0000-0000-101	Charges: Parental Involvement	2,009			2,009
	Total 72130 - Other Student Support	**67,044**	**-**	**-**	**67,044**
141-2-101-0200-2-72210-5140M0-0000-0000-101	Stipend - Multi Classroom Lead	10,000			10,000
141-2-101-0200-2-72210-520110-0000-0000-101	Social Security	620			620
141-2-101-0200-2-72210-520410-0000-0000-101	Retirement	900			900
141-2-101-0200-2-72210-521210-0000-0000-101	Medicare	145			145
	Total 72210 - Regular Instruction Support	**11,665**	**-**	**-**	**11,665**
141-2-101-0200-2-72710-531410-0000-0000-101	Contracts w/ Public Carriers	26,152			26,152
	Total 72710 - Transportation	**26,152**	**-**	**-**	**26,152**
	Total Orchard Knob Middle	**135,446**	**-**	**-**	**135,446**
Alpine Crest Elementary					
141-2-101-0010-1-71100-514090-0000-0000-101	Teacher Supplements	640			640
141-2-101-0010-1-71100-516310-PWOB-0000-101	Educational Assistant (.79 FTE)	20,768			20,768
141-2-101-0010-1-71100-520110-0000-0000-101	Social Security	40			40
141-2-101-0010-1-71100-520110-PWOB-0000-101	Social Security	1,288			1,288
141-2-101-0010-1-71100-520410-0000-0000-101	Retirement	58			58
141-2-101-0010-1-71100-520770-PWOB-0000-101	Medical Insurance - Part-time	420			420
141-2-101-0010-1-71100-521210-0000-0000-101	Medicare	9			9
141-2-101-0010-1-71100-521210-PWOB-0000-101	Medicare	301			301
141-2-101-0010-1-71100-539980-0000-0000-101	Contract Substitutes	1,680			1,680
141-2-101-0010-1-71100-542910-0000-0000-101	Instructional Supplies	10			10
	Total 71100 - Regular Instruction	**25,214**	**-**	**-**	**25,214**
141-2-101-0010-1-72130-5189G0-PWOB-0000-101	Behavior Management Specialist Part-time (.6 FTE)	22,493			22,493
141-2-101-0010-1-72130-520110-PWOB-0000-101	Social Security	1,395			1,395
141-2-101-0010-1-72130-520770-PWOB-0000-101	Medical - Part-time	420			420
141-2-101-0010-1-72130-521210-PWOB-0000-101	Medicare	326			326
141-2-101-0010-1-72130-559990-0000-0000-101	Charges: Parental Involvement	1,160			1,160
	Total 72130 - Other Student Support	**25,794**	**-**	**-**	**25,794**
141-2-101-0010-1-72210-516210-0000-0000-101	Clerical Personnel	650			650
141-2-101-0010-1-72210-517210-0000-0000-101	Instructional Coach additional days	630			630
141-2-101-0010-1-72210-520110-0000-0000-101	Social Security	79			79
141-2-101-0010-1-72210-520410-0000-0000-101	Retirement	153			153
141-2-101-0010-1-72210-521210-0000-0000-101	Employer Medicare	18			18
	Total 72210 - Regular Instruction Support	**1,530**	**-**	**-**	**1,530**
	TOTAL Alpine Crest Elementary	**52,538**	**-**	**-**	**52,538**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
East Ridge Elementary					
141-2-101-0065-1-71100-513450-PWOB-0000-101	Other Instructional Personnel Interventionist/Tutor (3.45 FTE)	104,000			104,000
141-2-101-0065-1-71100-514090-0000-0000-101	Teacher Supplements	10,000			10,000
141-2-101-0065-1-71100-516310-PBEN-0000-101	Educational Assistants (2 FTE)	64,900			64,900
141-2-101-0065-1-71100-520110-0000-0000-101	Social Security	620			620
141-2-101-0065-1-71100-520110-PBEN-0000-101	Social Security	4,024			4,024
141-2-101-0065-1-71100-520110-PWOB-0000-101	Social Security	6,448			6,448
141-2-101-0065-1-71100-520410-0000-0000-101	Retirement	900			900
141-2-101-0065-1-71100-520410-PBEN-0000-101	Retirement	9,536			9,536
141-2-101-0065-1-71100-520610-PBEN-0000-101	Life Insurance	76			76
141-2-101-0065-1-71100-520710-PBEN-0000-101	Medical Insurance	26,766			26,766
141-2-101-0065-1-71100-520770-PWOB-0000-101	Medical Insurance - Part-time	2,100			2,100
141-2-101-0065-1-71100-520810-PBEN-0000-101	Dental Insurance	480			480
141-2-101-0065-1-71100-521010-PBEN-0000-101	Unemployment Compensation	26			26
141-2-101-0065-1-71100-521210-0000-0000-101	Medicare	145			145
141-2-101-0065-1-71100-521210-PBEN-0000-101	Medicare	941			941
141-2-101-0065-1-71100-521210-PWOB-0000-101	Medicare	1,508			1,508
141-2-101-0065-1-71100-529910-PBEN-0000-101	Long Term Disability	208			208
141-2-101-0065-1-71100-529930-PBEN-0000-101	Short Term Disability	226			226
141-2-101-0065-1-71100-539990-0000-0000-101	Contracted Services	11,000			11,000
	Total 71100 - Regular Instruction	**243,904**	**-**	**-**	**243,904**
141-2-101-0065-1-71200-516340-PBEN-0000-101	Educational Assistant - ExEd (1 FTE)	35,750			35,750
141-2-101-0065-1-71200-520110-PBEN-0000-101	Social Security	2,217			2,217
141-2-101-0065-1-71200-520410-PBEN-0000-101	Retirement	5,255			5,255
141-2-101-0065-1-71200-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0065-1-71200-520710-PBEN-0000-101	Medical Insurance	13,383			13,383
141-2-101-0065-1-71200-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0065-1-71200-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0065-1-71200-521210-PBEN-0000-101	Medicare	518			518
141-2-101-0065-1-71200-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0065-1-71200-529930-PBEN-0000-101	Short Term Disability	113			113
	Total 71200 - Special Education Program	**57,631**	**-**	**-**	**57,631**
141-2-101-0065-1-72130-539990-0000-0000-101	Contracted Services	30,481			30,481
141-2-101-0065-1-72130-547110-0000-0000-101	Software	2,500			2,500
141-2-101-0065-1-72130-549990-0000-0000-101	Supplies, Awards, Postage	7,590			7,590
141-2-101-0065-1-72130-559990-0000-0000-101	Charges: Parental Involvement	3,720			3,720
	Total 72130 - Other Student Support	**44,291**	**-**	**-**	**44,291**
141-2-101-0065-1-72210-5189L0-0000-0000-101	Stipend - Professional Learning	5,000			5,000
141-2-101-0065-1-72210-519610-0000-0000-101	In-Service Stipends	5,000			5,000
141-2-101-0065-1-72210-520110-0000-0000-101	Social Security	620			620
141-2-101-0065-1-72210-520410-0000-0000-101	Retirement	900			900
141-2-101-0065-1-72210-521210-0000-0000-101	Medicare	146			146
141-2-101-0065-1-72210-552410-0000-0000-101	Staff Development	7,500			7,500
	Total 72210 - Regular Instruction Support	**19,166**	**-**	**-**	**19,166**
141-2-101-0065-1-72710-531410-0000-0000-101	Contracts w/ Public Carriers	10,000			10,000
	Total 72710 - Transportation	**10,000**	**-**	**-**	**10,000**
	Total East Ridge Elementary	**374,992**	**-**	**-**	**374,992**
Middle Valley Elementary					
141-2-101-0085-1-71100-513450-PWOB-0000-101	Other Instructional Personnel Interventionist/Tutor Part-time (2.02 FTE)	31,853			31,853
141-2-101-0085-1-71100-520110-PWOB-0000-101	Social Security	1,975			1,975
141-2-101-0085-1-71100-520770-PWOB-0000-101	Medical Insurance - Part-time	1,327			1,327
141-2-101-0085-1-71100-521210-PWOB-0000-101	Medicare	462			462
141-2-101-0085-1-71100-539980-0000-0000-101	Contracted Substitutes	7,224			7,224
141-2-101-0085-1-71100-542910-0000-0000-101	Instructional Supplies	8,000			8,000
141-2-101-0085-1-71100-547110-0000-0000-101	Software	8,000			8,000
141-2-101-0085-1-71100-559990-0000-0000-101	Other Charges	7,500			7,500
	Total 71100 - Regular Instruction	**66,341**	**-**	**-**	**66,341**
141-2-101-0085-1-72130-518990-0000-0000-101	Other Salaries and Wages	750			750
141-2-101-0085-1-72130-520110-0000-0000-101	Social Security	47			47
141-2-101-0085-1-72130-520410-0000-0000-101	Retirement	110			110
141-2-101-0085-1-72130-521210-0000-0000-101	Medicare	11			11
141-2-101-0085-1-72130-539990-0000-0000-101	Contracted Services	1,200			1,200
141-2-101-0085-1-72130-547110-0000-0000-101	Software	1,500			1,500
141-2-101-0085-1-72130-559990-0000-0000-101	Training materials, mtg exp.	1,511			1,511
	Total 72130 - Other Student Support	**5,129**	**-**	**-**	**5,129**
141-2-101-0085-1-72210-516210-0000-0000-101	Classified Extended Contracts/Overtime	750			750
141-2-101-0085-1-72210-5189L0-0000-0000-101	Stipend - Professional Learning	11,700			11,700
141-2-101-0085-1-72210-520110-0000-0000-101	Social Security	772			772
141-2-101-0085-1-72210-520410-0000-0000-101	Retirement	1,162			1,162
141-2-101-0085-1-72210-521210-0000-0000-101	Medicare	181			181
141-2-101-0085-1-72210-552410-0000-0000-101	Staff Development	14,926			14,926
	Total 72210 - Regular Instruction Support	**29,491**	**-**	**-**	**29,491**
141-2-101-0085-1-72710-531410-0000-0000-101	Contracts w/ Public Carriers	9,000			9,000
	Total 72710 - Transportation	**9,000**	**-**	**-**	**9,000**
	Total Middle Valley Elementary	**109,961**	**-**	**-**	**109,961**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
Harrison Elementary					
141-2-101-0090-1-71100-513450-PBEN-0000-101	Other Instructional Personnel Interventionist/Tutor (2 FTE)	59,100			59,100
141-2-101-0090-1-71100-514090-0000-0000-101	Teacher Supplements	12,000			12,000
141-2-101-0090-1-71100-516310-PBEN-0000-101	Educational Assistant (2 FTE)	55,946			55,946
141-2-101-0090-1-71100-520110-0000-0000-101	Social Security	744			744
141-2-101-0090-1-71100-520110-PBEN-0000-101	Social Security	7,133			7,133
141-2-101-0090-1-71100-520410-0000-0000-101	Retirement	1,080			1,080
141-2-101-0090-1-71100-520410-PBEN-0000-101	Retirement	16,912			16,912
141-2-101-0090-1-71100-520610-PBEN-0000-101	Life Insurance	152			152
141-2-101-0090-1-71100-520710-PBEN-0000-101	Medical Insurance	53,532			53,532
141-2-101-0090-1-71100-520810-PBEN-0000-101	Dental Insurance	960			960
141-2-101-0090-1-71100-521010-PBEN-0000-101	Unemployment Compensation	52			52
141-2-101-0090-1-71100-521210-0000-0000-101	Medicare	174			174
141-2-101-0090-1-71100-521210-PBEN-0000-101	Medicare	1,668			1,668
141-2-101-0090-1-71100-529910-PBEN-0000-101	Long Term Disability	416			416
141-2-101-0090-1-71100-529930-PBEN-0000-101	Short Term Disability	452			452
141-2-101-0090-1-71100-542910-0000-0000-101	Instructional Supplies	20,000			20,000
	Total 71100 - Regular Instruction	**230,321**	**-**	**-**	**230,321**
141-2-101-0090-1-72130-518970-PBEN-0000-101	Family Partnership Specialist (1 FTE)	48,773			48,773
141-2-101-0090-1-72130-520110-PBEN-0000-101	Social Security	2,938			2,938
141-2-101-0090-1-72130-520410-PBEN-0000-101	Retirement	6,963			6,963
141-2-101-0090-1-72130-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0090-1-72130-520710-PBEN-0000-101	Medical Insurance	13,383			13,383
141-2-101-0090-1-72130-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0090-1-72130-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0090-1-72130-521210-PBEN-0000-101	Medicare	687			687
141-2-101-0090-1-72130-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0090-1-72130-529930-PBEN-0000-101	Short Term Disability	113			113
	Total 72130 - Other Student Support	**73,252**	**-**	**-**	**73,252**
141-2-101-0090-1-72210-552410-0000-0000-101	Staff Development	4,898			4,898
	Total 72210 - Regular Instruction Support	**4,898**	**-**	**-**	**4,898**
	Total Harrison Elementary	**308,471**	**-**	**-**	**308,471**
Wolftever Creek Elementary					
141-2-101-0148-1-71100-513450-PWOB-0000-101	Other Instruction Personnel Interventionists/Tutors Part-Time (2.37 FTE)	63,130			63,130
141-2-101-0148-1-71100-520110-PWOB-0000-101	Social Security	3,914			3,914
141-2-101-0148-1-71100-520770-PWOB-0000-101	Medical Insurance - Part-time	1,260			1,260
141-2-101-0148-1-71100-521210-PWOB-0000-101	Medicare	915			915
141-2-101-0148-1-71100-542910-0000-0000-101	Instructional Supplies	490			490
	Total 71100 - Regular Instruction	**69,709**	**-**	**-**	**69,709**
141-2-101-0148-1-72130-518970-PBEN-0000-101	Family Partnership Specialist (1 FTE)	51,700			51,700
141-2-101-0148-1-72130-520110-PBEN-0000-101	Social Security	3,205			3,205
141-2-101-0148-1-72130-520410-PBEN-0000-101	Retirement	7,600			7,600
141-2-101-0148-1-72130-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0148-1-72130-520710-PBEN-0000-101	Medical Insurance	13,383			13,383
141-2-101-0148-1-72130-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0148-1-72130-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0148-1-72130-521210-PBEN-0000-101	Medicare	750			750
141-2-101-0148-1-72130-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0148-1-72130-529930-PBEN-0000-101	Short Term Disability	113			113
	Total 72130 - Other Student Support	**77,146**	**-**	**-**	**77,146**
	Total Wolftever Creek Elementary	**146,855**	**-**	**-**	**146,855**
Red Bank Elementary					
141-2-101-0171-1-71100-513450-PWOB-0000-101	Other Instruction Personnel Interventionists/Tutors Part-Time (1.28 FTE)	28,800			28,800
141-2-101-0171-1-71100-520110-PWOB-0000-101	Social Security	1,786			1,786
141-2-101-0171-1-71100-520770-PWOB-0000-101	Medical Insurance - Part-time	840			840
141-2-101-0171-1-71100-521210-PWOB-0000-101	Medicare	418			418
141-2-101-0171-1-71100-543990-0000-0000-101	Contracted Services	6,000			6,000
141-2-101-0171-1-71100-542910-0000-0000-101	Instructional Supplies	6,438			6,438
	Total 71100 - Regular Instruction	**44,282**	**-**	**-**	**44,282**
141-2-101-0171-1-71200-516340-PBEN-0000-101	Educational Assistant - ExEd (2 FTE)	68,234			68,234
141-2-101-0171-1-71200-520110-PBEN-0000-101	Social Security	4,230			4,230
141-2-101-0171-1-71200-520410-PBEN-0000-101	Retirement	10,030			10,030
141-2-101-0171-1-71200-520610-PBEN-0000-101	Life Insurance	76			76
141-2-101-0171-1-71200-520710-PBEN-0000-101	Medical Insurance	26,766			26,766
141-2-101-0171-1-71200-520810-PBEN-0000-101	Dental Insurance	480			480
141-2-101-0171-1-71200-521010-PBEN-0000-101	Unemployment Compensation	26			26
141-2-101-0171-1-71200-521210-PBEN-0000-101	Medicare	989			989
141-2-101-0171-1-71200-529910-PBEN-0000-101	Long Term Disability	208			208
141-2-101-0171-1-71200-529930-PBEN-0000-101	Short Term Disability	226			226
	Total 71200 - Special Education Program	**111,265**	**-**	**-**	**111,265**
141-2-101-0171-1-72130-518980-0000-0000-101	Student Support Coach	5,000			5,000
141-2-101-0171-1-72130-520110-0000-0000-101	Social Security	310			310
141-2-101-0171-1-72130-520410-0000-0000-101	Retirement	450			450
141-2-101-0171-1-72130-521210-0000-0000-101	Medicare	73			73
141-2-101-0171-1-72130-559990-0000-0000-101	Charges: Parental Involvement	3,336			3,336
	Total 72130 - Other Student Support	**9,169**	**-**	**-**	**9,169**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-0171-1-72210-5140M0-0000-0000-101	Stipend - Multi-Classroom Lead	10,000			10,000
141-2-101-0171-1-72210-520110-0000-0000-101	Social Security	620			620
141-2-101-0171-1-72210-520410-0000-0000-101	Retirement	900			900
141-2-101-0171-1-72210-521210-0000-0000-101	Medicare	145			145
	Total 72210 - Regular Instruction Support	**11,665**	**-**	**-**	**11,665**
	Total Red Bank Elementary	**176,381**	**-**	**-**	**176,381**
Spring Creek Elementary					
141-2-101-0235-1-71100-513450-PWOB-0000-101	Other Instructional Personnel Interventionists/Tutors Part-Time (2.01 FTE)	52,500			52,500
141-2-101-0235-1-71100-516310-PBEN-0000-101	Educational Assistants (3 FTE)	90,860			90,860
141-2-101-0235-1-71100-520110-PBEN-0000-101	Social Security	5,633			5,633
141-2-101-0235-1-71100-520110-PWOB-0000-101	Social Security	3,255			3,255
141-2-101-0235-1-71100-520410-PBEN-0000-101	Retirement	13,356			13,356
141-2-101-0235-1-71100-520610-PBEN-0000-101	Life Insurance	115			115
141-2-101-0235-1-71100-520710-PBEN-0000-101	Medical Insurance	40,149			40,149
141-2-101-0235-1-71100-520770-PWOB-0000-101	Medical Insurance - Part-time	1,260			1,260
141-2-101-0235-1-71100-520810-PBEN-0000-101	Dental Insurance	720			720
141-2-101-0235-1-71100-521010-PBEN-0000-101	Unemployment Compensation	39			39
141-2-101-0235-1-71100-521210-PBEN-0000-101	Medicare	1,318			1,318
141-2-101-0235-1-71100-521210-PWOB-0000-101	Medicare	761			761
141-2-101-0235-1-71100-529910-PBEN-0000-101	Long Term Disability	312			312
141-2-101-0235-1-71100-529930-PBEN-0000-101	Short Term Disability	339			339
141-2-101-0235-1-71100-542910-0000-0000-101	Instructional Supplies	21,377			21,377
	Total 71100 - Regular Instruction	**231,994**	**-**	**-**	**231,994**
141-2-101-0235-1-72130-539990-0000-0000-101	Contracted Services	30,481			30,481
141-2-101-0235-1-72130-559990-0000-0000-101	Charges: Parental Involvement	2,013			2,013
	Total 72130 - Other Student Support	**32,494**	**-**	**-**	**32,494**
141-2-101-0235-1-72210-5189L0-0000-0000-101	Stipend - Professional Learning	16,000			16,000
141-2-101-0235-1-72210-520110-0000-0000-101	Social Security	992			992
141-2-101-0235-1-72210-520410-0000-0000-101	Retirement	1,440			1,440
141-2-101-0235-1-72210-521210-0000-0000-101	Medicare	232			232
141-2-101-0235-1-72210-552410-0000-0000-101	Staff Development	6,050			6,050
	Total 72210 - Regular Instruction Support	**24,714**	**-**	**-**	**24,714**
	Total Spring Creek Elementary	**289,202**	**-**	**-**	**289,202**
Barger Academy					
141-2-101-0097-1-71100-513450-PWOB-0000-101	Instruction Personnel Interventionist/Tutor Part-time (2.31 FTE)	53,940			53,940
141-2-101-0097-1-71100-520110-PWOB-0000-101	Social Security	3,344			3,344
141-2-101-0097-1-71100-520770-PWOB-0000-101	Medical Insurance - Part-time	1,260			1,260
141-2-101-0097-1-71100-521210-PWOB-0000-101	Medicare	782			782
141-2-101-0097-1-71100-542910-0000-0000-101	Instructional Supplies	11,972			11,972
	Total 71100 - Regular Instruction	**71,298**	**-**	**-**	**71,298**
141-2-101-0097-1-72130-518960-PWOB-0000-101	Parent Coordinator Part-Time (.79 FTE)	19,906			19,906
141-2-101-0097-1-72130-5189G0-PBEN-0000-101	Behavior Management Specialist (1 FTE)	44,765			44,765
141-2-101-0097-1-72130-520110-PBEN-0000-101	Social Security	2,775			2,775
141-2-101-0097-1-72130-520110-PWOB-0000-101	Social Security	1,234			1,234
141-2-101-0097-1-72130-520410-PBEN-0000-101	Retirement	6,580			6,580
141-2-101-0097-1-72130-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0097-1-72130-520710-PBEN-0000-101	Medical Insurance	13,383			13,383
141-2-101-0097-1-72130-520770-PWOB-0000-101	Medical Insurance - Part-time	420			420
141-2-101-0097-1-72130-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0097-1-72130-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0097-1-72130-521210-PBEN-0000-101	Medicare	649			649
141-2-101-0097-1-72130-521210-PWOB-0000-101	Medicare	289			289
141-2-101-0097-1-72130-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0097-1-72130-529930-PBEN-0000-101	Short Term Disability	113			113
	Total 72130 - Other Student Support	**90,509**	**-**	**-**	**90,509**
141-2-101-0097-1-72710-531410-0000-0000-101	Contracts w/ Public Carriers	2,100			2,100
	Total 72710 - Transportation	**2,100**	**-**	**-**	**2,100**
	Total Barger Academy	**163,907**	**-**	**-**	**163,907**
Clifton Hills Elementary					
141-2-101-0048-1-71100-5116A0-PBEN-0000-101	Teacher - Related Arts (1 FTE)	56,749			56,749
141-2-101-0048-1-71100-513450-PWOB-0000-101	Other Instructional Personnel Interventionists/Tutors - Part-Time (.53 FTE)	16,000			16,000
141-2-101-0048-1-71100-520110-PBEN-0000-101	Social Security	3,518			3,518
141-2-101-0048-1-71100-520110-PWOB-0000-101	Social Security	992			992
141-2-101-0048-1-71100-520410-PBEN-0000-101	Retirement	5,106			5,106
141-2-101-0048-1-71100-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0048-1-71100-520710-PBEN-0000-101	Medical Insurance	13,383			13,383
141-2-101-0048-1-71100-520770-PWOB-0000-101	Medical Insurance - Part Time	420			420
141-2-101-0048-1-71100-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0048-1-71100-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0048-1-71100-521210-PBEN-0000-101	Medicare	823			823
141-2-101-0048-1-71100-521210-PWOB-0000-101	Medicare	232			232
141-2-101-0048-1-71100-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0048-1-71100-529930-PBEN-0000-101	Short Term Disability	113			113
141-2-101-0048-1-71100-539980-0000-0000-101	Contract Substitutes	3,600			3,600
141-2-101-0048-1-71100-542910-0000-0000-101	Instructional Supplies	37,000			37,000
141-2-101-0048-1-71100-559990-0000-0000-101	Charges: Field Trips, etc	18,000			18,000
	Total 71100 - Regular Instruction	**156,331**	**-**	**-**	**156,331**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-0048-1-72130-5189B0-PBEN-0000-101	Truancy Specialist (1 FTE)	55,482			55,482
141-2-101-0048-1-72130-520110-PBEN-0000-101	Social Security	3,440			3,440
141-2-101-0048-1-72130-520410-PBEN-0000-101	Retirement	8,156			8,156
141-2-101-0048-1-72130-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0048-1-72130-520710-PBEN-0000-101	Medical Insurance	13,383			13,383
141-2-101-0048-1-72130-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0048-1-72130-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0048-1-72130-521210-PBEN-0000-101	Medicare	804			804
141-2-101-0048-1-72130-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0048-1-72130-529930-PBEN-0000-101	Short Term Disability	113			113
141-2-101-0048-1-72130-547110-0000-0000-101	Software	4,810			4,810
141-2-101-0048-1-72130-559990-0000-0000-101	Charges: Parental Involvement	4,123			4,123
	Total 72130 - Other Student Support	**90,706**	**-**	**-**	**90,706**
141-2-101-0048-1-72210-5140M0-0000-0000-101	Stipend Multi-Classroom Lead	10,000			10,000
141-2-101-0048-1-72210-517210-PBEN-0000-101	Instructional Coach (.5 FTE)	33,397			33,397
141-2-101-0048-1-72210-5189L0-0000-0000-101	Stipend - Professional Learning	15,000			15,000
141-2-101-0048-1-72210-520110-0000-0000-101	Social Security	1,550			1,550
141-2-101-0048-1-72210-520110-PBEN-0000-101	Social Security	2,071			2,071
141-2-101-0048-1-72210-520410-0000-0000-101	Retirement	2,250			2,250
141-2-101-0048-1-72210-520410-PBEN-0000-101	Retirement	3,006			3,006
141-2-101-0048-1-72210-520610-PBEN-0000-101	Life Insurance	19			19
141-2-101-0048-1-72210-520710-PBEN-0000-101	Health Insurance	6,692			6,692
141-2-101-0048-1-72210-520810-PBEN-0000-101	Dental Insurance	120			120
141-2-101-0048-1-72210-521010-PBEN-0000-101	Unemployment Compensation	7			7
141-2-101-0048-1-72210-521210-0000-0000-101	Medicare	363			363
141-2-101-0048-1-72210-521210-PBEN-0000-101	Medicare	484			484
141-2-101-0048-1-72210-529910-PBEN-0000-101	Long Term Disability	52			52
141-2-101-0048-1-72210-529930-PBEN-0000-101	Short Term Disability	57			57
	Total 72210 - Regular Instruction Support	**75,068**	**-**	**-**	**75,068**
141-2-101-0048-1-72710-531410-0000-0000-101	Contracts w/ Public Carriers	10,000			10,000
	Total 72710 - Transportation	**10,000**	**-**	**-**	**10,000**
	Total Clifton Hills Elementary	**332,105**	**-**	**-**	**332,105**
Donaldson Elementary					
141-2-101-0037-1-71100-513450-PBEN-0000-101	Other Instructional Personnel Interventionists/Tutors (1 FTE)	29,550			29,550
141-2-101-0037-1-71100-514090-0000-0000-101	Teacher Supplements	1,000			1,000
141-2-101-0037-1-71100-516350-PBEN-0000-101	Educational Assistant - Behavior (1 FTE)	35,750			35,750
141-2-101-0037-1-71100-520110-0000-0000-101	Social Security	62			62
141-2-101-0037-1-71100-520110-PBEN-0000-101	Social Security	4,049			4,049
141-2-101-0037-1-71100-520410-0000-0000-101	Retirement	90			90
141-2-101-0037-1-71100-520410-PBEN-0000-101	Retirement	9,655			9,655
141-2-101-0037-1-71100-520610-PBEN-0000-101	Life Insurance	76			76
141-2-101-0037-1-71100-520710-PBEN-0000-101	Medical Insurance	26,766			26,766
141-2-101-0037-1-71100-520810-PBEN-0000-101	Dental Insurance	480			480
141-2-101-0037-1-71100-521010-PBEN-0000-101	Unemployment Compensation	26			26
141-2-101-0037-1-71100-521210-0000-0000-101	Medicare	15			15
141-2-101-0037-1-71100-521210-PBEN-0000-101	Medicare	946			946
141-2-101-0037-1-71100-529910-PBEN-0000-101	Long Term Disability	208			208
141-2-101-0037-1-71100-529930-PBEN-0000-101	Short Term Disability	226			226
141-2-101-0037-1-71100-542910-0000-0000-101	Instructional Supplies	6,001			6,001
141-2-101-0037-1-71100-547110-0000-0000-101	Software	8,000			8,000
141-2-101-0037-1-71100-559900-0000-0000-101	Other Charges	1,000			1,000
	Total 71100 - Regular Instruction	**123,900**	**-**	**-**	**123,900**
141-2-101-0037-1-72130-5189B0-PBEN-0000-101	Truancy Specialist (.4 FTE)	23,264			23,264
141-2-101-0037-1-72130-520110-PBEN-0000-101	Social Security	1,442			1,442
141-2-101-0037-1-72130-520410-PBEN-0000-101	Retirement	3,420			3,420
141-2-101-0037-1-72130-520610-PBEN-0000-101	Life Insurance	15			15
141-2-101-0037-1-72130-520710-PBEN-0000-101	Medical Insurance	5,353			5,353
141-2-101-0037-1-72130-520810-PBEN-0000-101	Dental Insurance	96			96
141-2-101-0037-1-72130-521010-PBEN-0000-101	Unemployment Compensation	5			5
141-2-101-0037-1-72130-521210-PBEN-0000-101	Medicare	337			337
141-2-101-0037-1-72130-529910-PBEN-0000-101	Long Term Disability	42			42
141-2-101-0037-1-72130-529930-PBEN-0000-101	Short Term Disability	45			45
141-2-101-0037-1-72130-549990-0000-0000-101	Supplies, Awards, Postage	2,000			2,000
141-2-101-0037-1-72130-559990-0000-0000-101	Charges: Parental Involvement	593			593
	Total 72130 - Other Student Support	**36,612**	**-**	**-**	**36,612**
141-2-101-0037-1-72210-516210-0000-0000-101	Classified Extended Contracts/PD Stipends/Overtime	1,000			1,000
141-2-101-0037-1-72210-520110-0000-0000-101	Social Security	62			62
141-2-101-0037-1-72210-520410-0000-0000-101	Retirement	147			147
141-2-101-0037-1-72210-521210-0000-0000-101	Medicare	15			15
141-2-101-0037-1-72210-552410-0000-0000-101	Staff Development	4,800			4,800
	Total 72210 - Regular Instruction Support	**6,024**	**-**	**-**	**6,024**
141-2-101-0037-1-72710-531410-0000-0000-101	Contracts w/ Public Carriers	5,000			5,000
	Total 72710 -Transportation	**5,000**	**-**	**-**	**5,000**
	Total Donaldson Elementary	**171,536**	**-**	**-**	**171,536**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
Daisy Elementary					
141-2-101-0050-1-71100-514090-0000-0000-101	Teacher Supplements	2,000			2,000
141-2-101-0050-1-71100-516310-PBEN-0000-101	Educational Assistant (1 FTE)	32,450			32,450
141-2-101-0050-1-71100-520110-0000-0000-101	Social Security	124			124
141-2-101-0050-1-71100-520110-PBEN-0000-101	Social Security	2,012			2,012
141-2-101-0050-1-71100-520410-0000-0000-101	Retirement	180			180
141-2-101-0050-1-71100-520410-PBEN-0000-101	Retirement	4,769			4,769
141-2-101-0050-1-71100-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0050-1-71100-520710-PBEN-0000-101	Medical Insurance	13,383			13,383
141-2-101-0050-1-71100-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0050-1-71100-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0050-1-71100-521210-0000-0000-101	Medicare	29			29
141-2-101-0050-1-71100-521210-PBEN-0000-101	Medicare	471			471
141-2-101-0050-1-71100-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0050-1-71100-529930-PBEN-0000-101	Short Term Disability	113			113
141-2-101-0050-1-71100-539980-0000-0000-101	Contract Substitutes	2,400			2,400
	Total 71100 - Regular Instruction	**58,326**	**-**	**-**	**58,326**
141-2-101-0050-1-72130-518990-0000-0000-101	Other Salaries and Wages	2,800			2,800
141-2-101-0050-1-72130-520110-0000-0000-101	Social Security	174			174
141-2-101-0050-1-72130-520410-0000-0000-101	Retirement	412			412
141-2-101-0050-1-72130-521210-0000-0000-101	Medicare	41			41
141-2-101-0050-1-72130-549990-0000-0000-101	Supplies, Awards, Postage	267			267
141-2-101-0050-1-72130-559990-0000-0000-101	Charges: Parental Involvement	3,400			3,400
	Total 72130 - Other Student Support	**7,094**	**-**	**-**	**7,094**
141-2-101-0050-1-72210-5189L0-0000-0000-101	Stipend - Professional Learning	2,915			2,915
141-2-101-0050-1-72210-520110-0000-0000-101	Social Security	181			181
141-2-101-0050-1-72210-520410-0000-0000-101	Retirement	262			262
141-2-101-0050-1-72210-521210-0000-0000-101	Medicare	42			42
141-2-101-0050-1-72210-552410-0000-0000-101	Staff Development	3,500			3,500
	Total 72210 - Regular Instruction Support	**6,900**	**-**	**-**	**6,900**
141-2-101-0050-1-72710-531410-0000-0000-101	Contracts w/ Public Carriers	505			505
	Total 72710 - Transportation	**505**	**-**	**-**	**505**
	Total Daisy Elementary	**72,825**	**-**	**-**	**72,825**
Dupont Elementary					
141-2-101-0058-1-71100-513450-PWOB-0000-101	Instruction Personnel Interventionist/Tutor Part-Time (2.7 FTE)	78,300			78,300
141-2-101-0058-1-71100-520110-PWOB-0000-101	Social Security	4,854			4,854
141-2-101-0058-1-71100-520770-PWOB-0000-101	Medical Insurance - Part-time	1,470			1,470
141-2-101-0058-1-71100-521210-PWOB-0000-101	Medicare	1,135			1,135
141-2-101-0058-1-71100-542910-0000-0000-101	Instructional Supplies	3,001			3,001
141-2-101-0058-1-71100-559990-0000-0000-101	Charges: Field Trips, etc	1,800			1,800
	Total 71100 - Regular Instruction	**90,560**	**-**	**-**	**90,560**
141-2-101-0058-1-72130-539990-0000-0000-101	Other Contracted Services	600			600
141-2-101-0058-1-72130-549990-0000-0000-101	Supplies, Awards, Postage	335			335
141-2-101-0058-1-72130-559990-0000-0000-101	Charges: Parental Involvement	732			732
	Total 72130 - Other Student Support	**1,667**	**-**	**-**	**1,667**
141-2-101-0058-1-72210-5189L0-0000-0000-101	Stipend - Professional Learning	5,200			5,200
141-2-101-0058-1-72210-519610-0000-0000-101	In-Service Stipends	1,000			1,000
141-2-101-0058-1-72210-520110-0000-0000-101	Social Security	384			384
141-2-101-0058-1-72210-520410-0000-0000-101	Retirement	558			558
141-2-101-0058-1-72210-521210-0000-0000-101	Medicare	90			90
141-2-101-0058-1-72210-552410-0000-0000-101	Staff Development	1,000			1,000
	Total 72210 - Regular Instruction Support	**8,232**	**-**	**-**	**8,232**
141-2-101-0058-1-72710-531410-0000-0000-101	Contracts w/ Public Carriers	1,800			1,800
	Total 72710 - Transportation	**1,800**	**-**	**-**	**1,800**
	Total Dupont Elementary	**102,259**	**-**	**-**	**102,259**
East Brainerd Elementary					
141-2-101-0062-1-71100-516310-PBEN-0000-101	Educational Assistant (3 FTE)	86,694			86,694
141-2-101-0062-1-71100-520110-PBEN-0000-101	Social Security	5,375			5,375
141-2-101-0062-1-71100-520410-PBEN-0000-101	Retirement	12,744			12,744
141-2-101-0062-1-71100-520610-PBEN-0000-101	Life Insurance	114			114
141-2-101-0062-1-71100-520710-PBEN-0000-101	Medical Insurance	40,149			40,149
141-2-101-0062-1-71100-520810-PBEN-0000-101	Dental Insurance	720			720
141-2-101-0062-1-71100-521010-PBEN-0000-101	Unemployment Compensation	39			39
141-2-101-0062-1-71100-521210-PBEN-0000-101	Medicare	1,257			1,257
141-2-101-0062-1-71100-529910-PBEN-0000-101	Long Term Disability	312			312
141-2-101-0062-1-71100-529930-PBEN-0000-101	Short Term Disability	339			339
141-2-101-0062-1-71100-547110-0000-0000-101	Software	4,550			4,550
	Total 71100 - Regular Instruction	**152,293**	**-**	**-**	**152,293**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-0062-1-71200-516340-PBEN-0000-101	Educational Assistant - ExEd (2 FTE)	64,627			64,627
141-2-101-0062-1-71200-520110-PBEN-0000-101	Social Security	4,007			4,007
141-2-101-0062-1-71200-520410-PBEN-0000-101	Retirement	9,500			9,500
141-2-101-0062-1-71200-520610-PBEN-0000-101	Life Insurance	76			76
141-2-101-0062-1-71200-520710-PBEN-0000-101	Medical Insurance	26,766			26,766
141-2-101-0062-1-71200-520810-PBEN-0000-101	Dental Insurance	480			480
141-2-101-0062-1-71200-521010-PBEN-0000-101	Unemployment Compensation	26			26
141-2-101-0062-1-71200-521210-PBEN-0000-101	Medicare	937			937
141-2-101-0062-1-71200-529910-PBEN-0000-101	Long Term Disability	208			208
141-2-101-0062-1-71200-529930-PBEN-0000-101	Short Term Disability	226			226
	Total 71200 - Special Education Instruction	**106,853**	**-**	**-**	**106,853**
141-2-101-0062-1-72130-559990-0000-0000-101	Charges: Parental Involvement	5,526			5,526
	Total 72130 - Other Student Support	**5,526**	**-**	**-**	**5,526**
	Total East Brainerd Elementary	**264,672**	**-**	**-**	**264,672**
East Lake Elementary					
141-2-101-0063-1-71100-514090-0000-0000-101	Teacher Supplements	22,710			22,710
141-2-101-0063-1-71100-516310-PBEN-0000-101	Educational Assistant (1 FTE)	32,450			32,450
141-2-101-0063-1-71100-520110-0000-0000-101	Social Security	1,408			1,408
141-2-101-0063-1-71100-520110-PBEN-0000-101	Social Security	2,012			2,012
141-2-101-0063-1-71100-520410-0000-0000-101	Retirement	2,044			2,044
141-2-101-0063-1-71100-520410-PBEN-0000-101	Retirement	4,770			4,770
141-2-101-0063-1-71100-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0063-1-71100-520710-PBEN-0000-101	Medical Insurance	13,383			13,383
141-2-101-0063-1-71100-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0063-1-71100-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0063-1-71100-521210-0000-0000-101	Medicare	329			329
141-2-101-0063-1-71100-521210-PBEN-0000-101	Medicare	471			471
141-2-101-0063-1-71100-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0063-1-71100-529930-PBEN-0000-101	Short Term Disability	113			113
141-2-101-0063-1-71100-542910-0000-0000-101	Instructional Supplies	20,007			20,007
141-2-101-0063-1-71100-547110-0000-0000-101	Software	8,500			8,500
141-2-101-0063-1-71100-559990-0000-0000-101	Charges: Field Trips, etc	35,000			35,000
	Total 71100 - Regular Instruction	**143,592**	**-**	**-**	**143,592**
141-2-101-0063-1-72130-5189G0-PBEN-0000-101	Behavior Management Specialist (1 FTE)	46,907			46,907
141-2-101-0063-1-72130-520110-PBEN-0000-101	Social Security	2,908			2,908
141-2-101-0063-1-72130-520410-PBEN-0000-101	Retirement	6,895			6,895
141-2-101-0063-1-72130-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0063-1-72130-520710-PBEN-0000-101	Medical Insurance	13,383			13,383
141-2-101-0063-1-72130-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0063-1-72130-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0063-1-72130-521210-PBEN-0000-101	Medicare	680			680
141-2-101-0063-1-72130-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0063-1-72130-529930-PBEN-0000-101	Short Term Disability	113			113
141-2-101-0063-1-72130-547110-0000-0000-101	Software	8,500			8,500
	Total 72130 - Other Student Support	**79,781**	**-**	**-**	**79,781**
141-2-101-0063-1-72210-517210-0000-0000-101	Instructional Coach - additional hours	8,000			8,000
141-2-101-0063-1-72210-5189L0-0000-0000-101	Stipend - Professional Learning	10,000			10,000
141-2-101-0063-1-72210-520110-0000-0000-101	Social Security	1,116			1,116
141-2-101-0063-1-72210-520410-0000-0000-101	Retirement	1,620			1,620
141-2-101-0063-1-72210-521210-0000-0000-101	Medicare	261			261
141-2-101-0063-1-72210-552410-0000-0000-101	Staff Development	4,813			4,813
	Total 72210 - Regular Instruction Support	**25,810**	**-**	**-**	**25,810**
141-2-101-0063-1-72710-531410-0000-0000-101	Contracts w/ Public Carriers	40,000			40,000
	Total 72710 - Transportation	**40,000**	**-**	**-**	**40,000**
	Total East Lake Elementary	**289,183**	**-**	**-**	**289,183**
East Side Elementary					
141-2-101-0078-1-71100-513450-PWOB-0000-101	Other Instruction Personnel Interventionist/Tutor Part-time (1.06 FTE)	30,000			30,000
141-2-101-0078-1-71100-516310-PBEN-0000-101	Educational Assistants (1 FTE)	52,292			52,292
141-2-101-0078-1-71100-520110-PBEN-0000-101	Social Security	3,242			3,242
141-2-101-0078-1-71100-520110-PWOB-0000-101	Social Security	1,860			1,860
141-2-101-0078-1-71100-520410-PBEN-0000-101	Retirement	7,685			7,685
141-2-101-0078-1-71100-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0078-1-71100-520710-PBEN-0000-101	Medical Insurance	13,383			13,383
141-2-101-0078-1-71100-520770-PWOB-0000-101	Medical Insurance - Part-time	840			840
141-2-101-0078-1-71100-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0078-1-71100-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0078-1-71100-521210-PBEN-0000-101	Medicare	758			758
141-2-101-0078-1-71100-521210-PWOB-0000-101	Medicare	435			435
141-2-101-0078-1-71100-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0078-1-71100-529930-PBEN-0000-101	Short Term Disability	113			113
141-2-101-0078-1-71100-542910-0000-0000-101	Instructional Supplies	11,073			11,073
	Total 71100 - Regular Instruction	**122,076**	**-**	**-**	**122,076**
141-2-101-0078-1-72130-539990-0000-0000-101	Contracted Services	1,000			1,000
141-2-101-0078-1-72130-549990-0000-0000-101	Supplies, Awards, Postage	1,500			1,500
141-2-101-0078-1-72130-559990-0000-0000-101	Charges: Parental Involvement	906			906
	Total 72130 - Other Student Support	**3,406**	**-**	**-**	**3,406**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-0078-1-72210-517210-PBEN-0000-101	Instructional Coach (1 FTE)	74,800			74,800
141-2-101-0078-1-72210-5189L0-0000-0000-101	Stipend - Professional Learning	5,000			5,000
141-2-101-0078-1-72210-520110-0000-0000-101	Social Security	310			310
141-2-101-0078-1-72210-520110-PBEN-0000-101	Social Security	4,638			4,638
141-2-101-0078-1-72210-520410-0000-0000-101	Retirement	450			450
141-2-101-0078-1-72210-520410-PBEN-0000-101	Retirement	6,732			6,732
141-2-101-0078-1-72210-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0078-1-72210-520710-PBEN-0000-101	Health Insurance	13,383			13,383
141-2-101-0078-1-72210-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0078-1-72210-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0078-1-72210-521210-0000-0000-101	Medicare	73			73
141-2-101-0078-1-72210-521210-PBEN-0000-101	Medicare	1,085			1,085
141-2-101-0078-1-72210-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0078-1-72210-529930-PBEN-0000-101	Short Term Disability	113			113
	Total 72210 - Regular Instruction Support	**106,979**	**-**	**-**	**106,979**
	Total East Side Elementary	**232,461**	**-**	**-**	**232,461**
Hardy Elementary					
141-2-101-0110-1-71100-513450-PWOB-0000-101	Instructional Personnel Interventionist/Tutor Part-time (1.57 FTE)	51,625			51,625
141-2-101-0110-1-71100-514090-0000-0000-101	Teacher Supplements	15,000			15,000
141-2-101-0110-1-71100-520110-0000-0000-101	Social Security	930			930
141-2-101-0110-1-71100-520110-PWOB-0000-101	Social Security	3,201			3,201
141-2-101-0110-1-71100-520410-0000-0000-101	Retirement	1,635			1,635
141-2-101-0110-1-71100-520770-PWOB-0000-101	Medical Insurance - Part-time	1,260			1,260
141-2-101-0110-1-71100-521210-0000-0000-101	Medicare	210			210
141-2-101-0110-1-71100-521210-PWOB-0000-101	Medicare	756			756
141-2-101-0110-1-71100-542910-0000-0000-101	Instructional Supplies	2,047			2,047
	Total 71100 - Regular Instruction	**76,664**	**-**	**-**	**76,664**
141-2-101-0110-1-72130-518980-PBEN-0000-101	Student Support Coach (.3 FTE)	14,203			14,203
141-2-101-0110-1-72130-5189G0-PBEN-0000-101	Behavior Management Specialist (1 FTE)	53,798			53,798
141-2-101-0110-1-72130-520110-PBEN-0000-101	Social Security	4,216			4,216
141-2-101-0110-1-72130-520410-PBEN-0000-101	Retirement	9,987			9,987
141-2-101-0110-1-72130-520610-PBEN-0000-101	Life Insurance	49			49
141-2-101-0110-1-72130-520710-PBEN-0000-101	Medical Insurance	17,398			17,398
141-2-101-0110-1-72130-520810-PBEN-0000-101	Dental Insurance	312			312
141-2-101-0110-1-72130-521010-PBEN-0000-101	Unemployment Compensation	17			17
141-2-101-0110-1-72130-521210-PBEN-0000-101	Medicare	986			986
141-2-101-0110-1-72130-529910-PBEN-0000-101	Long Term Disability	135			135
141-2-101-0110-1-72130-529930-PBEN-0000-101	Short Term Disability	158			158
141-2-101-0110-1-72130-549990-0000-0000-101	Supplies, Awards, Postage	475			475
141-2-101-0110-1-72130-559990-0000-0000-101	Charges: Parental Involvement	2,500			2,500
	Total 72130 - Other Student Support	**104,234**	**-**	**-**	**104,234**
141-2-101-0110-1-72210-5189L0-0000-0000-101	Stipend - Professional Learning	10,000			10,000
141-2-101-0110-1-72210-520110-0000-0000-101	Social Security	620			620
141-2-101-0110-1-72210-520410-0000-0000-101	Retirement	900			900
141-2-101-0110-1-72210-521210-0000-0000-101	Medicare	145			145
141-2-101-0110-1-72210-552410-0000-0000-101	Staff Development	10,100			10,100
	Total 72210 - Regular Instruction Support	**21,765**	**-**	**-**	**21,765**
	Total Hardy Elementary	**202,663**	**-**	**-**	**202,663**
Hixson Elementary					
141-2-101-0127-1-71100-513450-PWOB-0000-101	Instruction Personnel Interventionist/Tutor Part-time (1.04 FTE)	31,320			31,320
141-2-101-0127-1-71100-514090-0000-0000-101	Teacher Supplements	1,000			1,000
141-2-101-0127-1-71100-516310-PBEN-0000-101	Educational Assistant (1 FTE)	25,419			25,419
141-2-101-0127-1-71100-516350-PWOB-0000-101	Educational Assistant - Behavior Part-time (1 FTE)	35,750			35,750
141-2-101-0127-1-71100-520110-0000-0000-101	Social Security	62			62
141-2-101-0127-1-71100-520110-PBEN-0000-101	Social Security	3,792			3,792
141-2-101-0127-1-71100-520110-PWOB-0000-101	Social Security	1,941			1,941
141-2-101-0127-1-71100-520410-0000-0000-101	Retirement	90			90
141-2-101-0127-1-71100-520410-PBEN-0000-101	Retirement	8,992			8,992
141-2-101-0127-1-71100-520610-PBEN-0000-101	Life Insurance	76			76
141-2-101-0127-1-71100-520710-PBEN-0000-101	Medical Insurance	26,766			26,766
141-2-101-0127-1-71100-520770-PWOB-0000-101	Medical Insurance - Part-time	840			840
141-2-101-0127-1-71100-520810-PBEN-0000-101	Dental Insurance	480			480
141-2-101-0127-1-71100-521010-PBEN-0000-101	Unemployment Compensation	26			26
141-2-101-0127-1-71100-521210-0000-0000-101	Medicare	15			15
141-2-101-0127-1-71100-521210-PBEN-0000-101	Medicare	887			887
141-2-101-0127-1-71100-521210-PWOB-0000-101	Medicare	454			454
141-2-101-0127-1-71100-529910-PBEN-0000-101	Long Term Disability	208			208
141-2-101-0127-1-71100-529930-PBEN-0000-101	Short Term Disability	226			226
141-2-101-0127-1-71100-542910-0000-0000-101	Instructional Supplies	1,279			1,279
141-2-101-0127-1-71100-559990-0000-0000-101	Charges: Field Trips, etc	500			500
	Total 71100 - Regular Instruction	**140,123**	**-**	**-**	**140,123**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-0127-1-72130-5189B0-PBEN-0000-101	Truancy Specialist (.25 FTE)	14,067			14,067
141-2-101-0127-1-72130-520110-PBEN-0000-101	Social Security	872			872
141-2-101-0127-1-72130-520410-PBEN-0000-101	Retirement	2,068			2,068
141-2-101-0127-1-72130-520610-PBEN-0000-101	Life Insurance	10			10
141-2-101-0127-1-72130-520710-PBEN-0000-101	Medical Insurance	3,346			3,346
141-2-101-0127-1-72130-520810-PBEN-0000-101	Dental Insurance	60			60
141-2-101-0127-1-72130-521010-PBEN-0000-101	Unemployment Compensation	3			3
141-2-101-0127-1-72130-521210-PBEN-0000-101	Medicare	204			204
141-2-101-0127-1-72130-529910-PBEN-0000-101	Long Term Disability	26			26
141-2-101-0127-1-72130-529930-PBEN-0000-101	Short Term Disability	28			28
141-2-101-0127-1-72130-559990-0000-0000-101	Charges: Parental Involvement	2,704			2,704
	Total 72130 - Other Student Support	**23,388**	**-**	**-**	**23,388**
141-2-101-0127-1-72210-5189L0-0000-0000-101	Stipend - Professional Learning	2,000			2,000
141-2-101-0127-1-72210-520110-0000-0000-101	Social Security	124			124
141-2-101-0127-1-72210-520410-0000-0000-101	Retirement	180			180
141-2-101-0127-1-72210-521210-0000-0000-101	Medicare	29			29
	Total 72210 - Regular Instruction Support	**2,333**	**-**	**-**	**2,333**
141-2-101-0127-1-72710-531410-0000-0000-101	Contracts w/ Public Carriers	613			613
	Total 72710 - Transportation	**613**	**-**	**-**	**613**
	Total Hixson Elementary	**166,457**	**-**	**-**	**166,457**
Lookout Valley Elementary					
141-2-101-0241-1-71100-5116G0-PBEN-0000-101	Teacher - RTI (.23 FTE)	17,861			17,861
141-2-101-0241-1-71100-513450-PWOB-0000-101	Instructional Personnel Interventionist/Tutor Part-time (.5 FTE)	20,880			20,880
141-2-101-0241-1-71100-520110-PBEN-0000-101	Social Security	1,107			1,107
141-2-101-0241-1-71100-520110-PWOB-0000-101	Social Security	1,295			1,295
141-2-101-0241-1-71100-520410-PBEN-0000-101	Retirement	1,607			1,607
141-2-101-0241-1-71100-520610-PBEN-0000-101	Life Insurance	9			9
141-2-101-0241-1-71100-520710-PBEN-0000-101	Medical Insurance	3,078			3,078
141-2-101-0241-1-71100-520770-PWOB-0000-101	Medical Insurance - Part-time	420			420
141-2-101-0241-1-71100-520810-PBEN-0000-101	Dental Insurance	55			55
141-2-101-0241-1-71100-521010-PBEN-0000-101	Unemployment Compensation	3			3
141-2-101-0241-1-71100-521210-PBEN-0000-101	Medicare	259			259
141-2-101-0241-1-71100-521210-PWOB-0000-101	Medicare	303			303
141-2-101-0241-1-71100-529910-PBEN-0000-101	Long Term Disability	24			24
141-2-101-0241-1-71100-529930-PBEN-0000-101	Short Term Disability	26			26
141-2-101-0241-1-71100-542910-0000-0000-101	Instructional Supplies	200			200
141-2-101-0241-1-71100-559990-0000-0000-101	Charges: Field Trips, etc	196			196
	Total 71100 - Regular Instruction	**47,323**	**-**	**-**	**47,323**
141-2-101-0241-1-72130-549990-0000-0000-101	Supplies, Awards, Postage	1,455			1,455
	Total 72130 - Other Student Support	**1,455**	**-**	**-**	**1,455**
	Total Lookout Valley Elementary	**48,778**	**-**	**-**	**48,778**
Orchard Knob Elementary					
141-2-101-0194-1-71100-513450-PWOB-0000-101	Instruction Personnel Interventionist/Tutor Part-time (1.54 FTE)	42,050			42,050
141-2-101-0194-1-71100-516350-PBEN-0000-101	Educational Assistant - Behavior (1 FTE)	31,936			31,936
141-2-101-0194-1-71100-520110-PBEN-0000-101	Social Security	1,980			1,980
141-2-101-0194-1-71100-520110-PWOB-0000-101	Social Security	2,607			2,607
141-2-101-0194-1-71100-520410-PBEN-0000-101	Retirement	4,695			4,695
141-2-101-0194-1-71100-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0194-1-71100-520710-PBEN-0000-101	Medical Insurance	13,383			13,383
141-2-101-0194-1-71100-520770-PWOB-0000-101	Medical Insurance - Part-time	840			840
141-2-101-0194-1-71100-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0194-1-71100-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0194-1-71100-521210-PBEN-0000-101	Medicare	463			463
141-2-101-0194-1-71100-521210-PWOB-0000-101	Medicare	610			610
141-2-101-0194-1-71100-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0194-1-71100-529930-PBEN-0000-101	Short Term Disability	113			113
141-2-101-0194-1-71100-539980-0000-0000-101	Contract Substitutes	1,440			1,440
141-2-101-0194-1-71100-539990-0000-0000-101	Contracted Services	1,200			1,200
141-2-101-0194-1-71100-542910-0000-0000-101	Instructional Supplies	13,891			13,891
141-2-101-0194-1-71100-559990-0000-0000-101	Charges: Field Trips, etc	600			600
	Total 71100 - Regular Instruction	**116,203**	**-**	**-**	**116,203**
141-2-101-0194-1-72130-5189G0-PBEN-0000-101	Behavior Management Specialist (1 FTE)	42,842			42,842
141-2-101-0194-1-72130-520110-PBEN-0000-101	Social Security	2,656			2,656
141-2-101-0194-1-72130-520410-PBEN-0000-101	Retirement	6,298			6,298
141-2-101-0194-1-72130-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0194-1-72130-520710-PBEN-0000-101	Medical Insurance	13,383			13,383
141-2-101-0194-1-72130-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0194-1-72130-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0194-1-72130-521210-PBEN-0000-101	Medicare	621			621
141-2-101-0194-1-72130-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0194-1-72130-529930-PBEN-0000-101	Short Term Disability	113			113
141-2-101-0194-1-72130-549990-0000-0000-101	Supplies, Awards, Postage	1,456			1,456
141-2-101-0194-1-72130-559990-0000-0000-101	Charges: Parental Involvement	1,457			1,457
	Total 72130 - Other Student Support	**69,221**	**-**	**-**	**69,221**
141-2-101-0194-1-72210-552410-0000-0000-101	Staff Development	10,413			10,413
	Total 72210 - Regular Instruction Support	**10,413**	**-**	**-**	**10,413**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-0194-1-72710-531410-0000-0000-101	Contracts w/ Public Carriers	700			700
	Total 72710 - Transportation	**700**	**-**	**-**	**700**
	Total Orchard Knob Elementary	**196,537**	**-**	**-**	**196,537**
Rivermont Elementary					
141-2-101-0183-1-71100-513450-PWOB-0000-101	Instruction Personnel Interventionist/Tutor Part-time (2.11 FTE)	52,473			52,473
141-2-101-0183-1-71100-520110-PWOB-0000-101	Social Security	3,253			3,253
141-2-101-0183-1-71100-520770-PWOB-0000-101	Medical Insurance - Part-time	1,121			1,121
141-2-101-0183-1-71100-521210-PWOB-0000-101	Medicare	761			761
	Total 71100 - Regular Instruction	**57,608**	**-**	**-**	**57,608**
141-2-101-0183-1-72130-559990-0000-0000-101	Charges: Parental Involvement	1,460			1,460
	Total 72130 - Other Student Support	**1,460**	**-**	**-**	**1,460**
141-2-101-0183-1-72210-552410-0000-0000-101	Staff Development	142			142
	Total 72210 - Regular Instruction Support	**142**	**-**	**-**	**142**
	Total Rivermont Elementary	**59,210**	**-**	**-**	**59,210**
Shepherd Elementary					
141-2-101-0017-1-71100-511610-PBEN-0000-101	Teacher (1 FTE)	73,475			73,475
141-2-101-0017-1-71100-513450-PWOB-0000-101	Other Instruction Personnel Interventionists/Tutor PT (FTE)	10,000			10,000
141-2-101-0017-1-71100-520110-PBEN-0000-101	Social Security	4,555			4,555
141-2-101-0017-1-71100-520110-PWOB-0000-101	Social Security	620			620
141-2-101-0017-1-71100-520410-PBEN-0000-101	Retirement	7,033			7,033
141-2-101-0017-1-71100-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0017-1-71100-520710-PBEN-0000-101	Medical Insurance	13,383			13,383
141-2-101-0017-1-71100-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0017-1-71100-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0017-1-71100-521210-PBEN-0000-101	Medicare	1,065			1,065
141-2-101-0017-1-71100-521210-PWOB-0000-101	Medicare	145			145
141-2-101-0017-1-71100-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0017-1-71100-529930-PBEN-0000-101	Short Term Disability	113			113
	Total 71100 - Regular Instruction	**110,784**	**-**	**-**	**110,784**
141-2-101-0017-1-72130-518970-PBEN-0000-101	Family Partnership Specialist (1 FTE)	74,140			74,140
141-2-101-0017-1-72130-520110-PBEN-0000-101	Social Security	4,510			4,510
141-2-101-0017-1-72130-520410-PBEN-0000-101	Retirement	10,694			10,694
141-2-101-0017-1-72130-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0017-1-72130-520710-PBEN-0000-101	Medical Insurance	13,383			13,383
141-2-101-0017-1-72130-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0017-1-72130-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0017-1-72130-521210-PBEN-0000-101	Medicare	1,055			1,055
141-2-101-0017-1-72130-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0017-1-72130-529930-PBEN-0000-101	Short Term Disability	113			113
141-2-101-0017-1-72130-559990-0000-0000-101	Charges: Parental Involvement	435			435
	Total 72130 - Other Student Support	**104,725**	**-**	**-**	**104,725**
	Total Shepherd Elementary	**215,509**	**-**	**-**	**215,509**
Snow Hill Elementary					
141-2-101-0215-1-71100-513450-PWOB-0000-101	Other Instructional Personnel - Part-Time Tutor (2.79 FTE)	78,225			78,225
141-2-101-0215-1-71100-514090-0000-0000-101	Teacher Supplemental Pay	3,760			3,760
141-2-101-0215-1-71100-520110-0000-0000-101	Social Security	233			233
141-2-101-0215-1-71100-520110-PWOB-0000-101	Social Security	4,850			4,850
141-2-101-0215-1-71100-520410-0000-0000-101	Retirement	338			338
141-2-101-0215-1-71100-520770-PWOB-0000-101	Medical Insurance - Part-time	2,310			2,310
141-2-101-0215-1-71100-521210-0000-0000-101	Medicare	55			55
141-2-101-0215-1-71100-521210-PWOB-0000-101	Medicare	1,134			1,134
141-2-101-0215-1-71100-542910-0000-0000-101	Instructional Supplies	15			15
	Total 71100 - Regular Instruction	**90,920**	**-**	**-**	**90,920**
141-2-101-0215-1-72130-539990-0000-0000-101	Contracted Services	600			600
141-2-101-0215-1-72130-559990-0000-0000-101	Charges: Parental Involvement	1,806			1,806
	Total 72130 - Other Student Support	**2,406**	**-**	**-**	**2,406**
	Total Snow Hill Elementary	**93,326**	**-**	**-**	**93,326**
Woodmore Elementary					
141-2-101-0245-1-71100-513450-PWOB-0000-101	Other Instructional Personnel - Part-Time Tutor (1.47 FTE)	39,040			39,040
141-2-101-0245-1-71100-520110-PWOB-0000-101	Social Security	2,420			2,420
141-2-101-0245-1-71100-520770-PWOB-0000-101	Medical Insurance - Part-time	1,260			1,260
141-2-101-0245-1-71100-521210-PWOB-0000-101	Medicare	566			566
	Total 71100 - Regular Instruction	**43,286**	**-**	**-**	**43,286**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-101-0245-1-72130-5189B0-PBEN-0000-101	Truancy (.25 FTE)	15,254			15,254
141-2-101-0245-1-72130-520110-PBEN-0000-101	Social Security	946			946
141-2-101-0245-1-72130-520410-PBEN-0000-101	Retirement	2,242			2,242
141-2-101-0245-1-72130-520610-PBEN-0000-101	Life Insurance	10			10
141-2-101-0245-1-72130-520710-PBEN-0000-101	Medical Insurance	3,346			3,346
141-2-101-0245-1-72130-520810-PBEN-0000-101	Dental Insurance	60			60
141-2-101-0245-1-72130-521010-PBEN-0000-101	Unemployment Compensation	3			3
141-2-101-0245-1-72130-521210-PBEN-0000-101	Medicare	221			221
141-2-101-0245-1-72130-529910-PBEN-0000-101	Long Term Disability	26			26
141-2-101-0245-1-72130-529930-PBEN-0000-101	Short Term Disability	28			28
141-2-101-0245-1-72130-549990-0000-0000-101	Supplies, Awards, Postage	117			117
141-2-101-0245-1-72130-559990-0000-0000-101	Charges: Parental Involvement	1,700			1,700
	Total 72130 - Other Student Support	**23,953**	**-**	**-**	**23,953**
141-2-101-0245-1-72210-517210-PBEN-0000-101	Instructional Coach (.5 FTE)	37,786			37,786
141-2-101-0245-1-72210-520110-PBEN-0000-101	Social Security	2,343			2,343
141-2-101-0245-1-72210-520410-PBEN-0000-101	Retirement	3,401			3,401
141-2-101-0245-1-72210-520610-PBEN-0000-101	Life Insurance	19			19
141-2-101-0245-1-72210-520710-PBEN-0000-101	Health Insurance	6,692			6,692
141-2-101-0245-1-72210-520810-PBEN-0000-101	Dental Insurance	120			120
141-2-101-0245-1-72210-521010-PBEN-0000-101	Unemployment Compensation	7			7
141-2-101-0245-1-72210-521210-PBEN-0000-101	Medicare	546			546
141-2-101-0245-1-72210-529910-PBEN-0000-101	Long Term Disability	52			52
141-2-101-0245-1-72210-529930-PBEN-0000-101	Short Term Disability	57			57
	Total 72210 - Regular Instruction Support	**51,023**	**-**	**-**	**51,023**
	Total Woodmore Elementary	**118,262**	**-**	**-**	**118,262**
Brown Academy					
141-2-101-0033-1-71100-513450-PWOB-0000-101	Other Instructional Personnel - Part-Time Tutor (3.16 FTE)	80,240			80,240
141-2-101-0033-1-71100-520110-PWOB-0000-101	Social Security	4,975			4,975
141-2-101-0033-1-71100-520770-PWOB-0000-101	Medical Insurance - Part-time	1,680			1,680
141-2-101-0033-1-71100-521210-PWOB-0000-101	Medicare	1,163			1,163
	Total 71100 - Regular Instruction	**88,058**	**-**	**-**	**88,058**
141-2-101-0033-1-72130-512310-PBEN-0000-101	School Counselor (.25 FTE)	15,429			15,429
141-2-101-0033-1-72130-520110-PBEN-0000-101	Social Security	957			957
141-2-101-0033-1-72130-520410-PBEN-0000-101	Retirement	1,388			1,388
141-2-101-0033-1-72130-520610-PBEN-0000-101	Life Insurance	10			10
141-2-101-0033-1-72130-520710-PBEN-0000-101	Medical Insurance	3,346			3,346
141-2-101-0033-1-72130-520810-PBEN-0000-101	Dental Insurance	60			60
141-2-101-0033-1-72130-521010-PBEN-0000-101	Unemployment Compensation	3			3
141-2-101-0033-1-72130-521210-PBEN-0000-101	Medicare	224			224
141-2-101-0033-1-72130-529910-PBEN-0000-101	Long Term Disability	26			26
141-2-101-0033-1-72130-529930-PBEN-0000-101	Short Term Disability	28			28
141-2-101-0033-1-72130-559990-0000-0000-101	Charges: Parental Involvement	1,759			1,759
	Total 72130 - Other Student Support	**23,230**	**-**	**-**	**23,230**
141-2-101-0033-1-72210-5189L0-0000-0000-101	Stipend - Professional Learning	2,250			2,250
141-2-101-0033-1-72210-519610-0000-0000-101	In-Service Stipends	225			225
141-2-101-0033-1-72210-520110-0000-0000-101	Social Security	154			154
141-2-101-0033-1-72210-520410-0000-0000-101	Retirement	223			223
141-2-101-0033-1-72210-521210-0000-0000-101	Medicare	36			36
	Total 72210 - Regular Instruction Support	**2,888**	**-**	**-**	**2,888**
141-2-101-0033-1-72710-531410-0000-0000-101	Contracts w/ Public Carriers	3,275			3,275
	Total 72710 - Transportation	**3,275**	**-**	**-**	**3,275**
	Total Brown Academy	**117,451**	**-**	**-**	**117,451**
Battle Academy					
141-2-101-0016-1-71100-513450-PWOB-0000-101	Other Instructional Personnel Part-Time Interventionist/Tutor (FTE)	34,560			34,560
141-2-101-0016-1-71100-520110-PWOB-0000-101	Social Security	2,143			2,143
141-2-101-0016-1-71100-520770-PWOB-0000-101	Medical Insurance - Part-time	840			840
141-2-101-0016-1-71100-521210-PWOB-0000-101	Medicare	501			501
	Total 71100 - Regular Instruction	**38,044**	**-**	**-**	**38,044**
141-2-101-0016-1-72130-518980-PBEN-0000-101	Student Support Coach (1 FTE)	67,900			67,900
141-2-101-0016-1-72130-520110-PBEN-0000-101	Social Security	4,210			4,210
141-2-101-0016-1-72130-520410-PBEN-0000-101	Retirement	9,979			9,979
141-2-101-0016-1-72130-520610-PBEN-0000-101	Life Insurance	38			38
141-2-101-0016-1-72130-520710-PBEN-0000-101	Medical Insurance	13,383			13,383
141-2-101-0016-1-72130-520810-PBEN-0000-101	Dental Insurance	240			240
141-2-101-0016-1-71100-521010-PBEN-0000-101	Unemployment Compensation	13			13
141-2-101-0016-1-72130-521210-PBEN-0000-101	Medicare	985			985
141-2-101-0016-1-72130-529910-PBEN-0000-101	Long Term Disability	104			104
141-2-101-0016-1-72130-529930-PBEN-0000-101	Short Term Disability	113			113
141-2-101-0016-1-72130-559990-0000-0000-101	Charges: Parental Involvement	2,830			2,830
	Total 72130 - Other Student Support	**99,795**	**-**	**-**	**99,795**
141-2-101-0016-1-72710-531410-0000-0000-101	Contracts w/ Public Carriers	10,000			10,000
	Total 72710 - Transportation	**10,000**	**-**	**-**	**10,000**
	Total Battle Academy	**147,839**	**-**	**-**	**147,839**
	TOTAL BUDGET	**17,131,904**	**83,506**	**(83,506)**	**17,131,904**

HAMILTON COUNTY DEPT OF EDUCATION
FEDERAL PROGRAMS
CARL PERKINS VOCATIONAL GRANT
BUDGET FISCAL YEAR 2026-2027
FY27 allocation is $1,051,442.55

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-301-0000-0-00000-471310-0000-0000-301	Revenue	967,926	83,517		1,051,443
	Total Source of Funds	**967,926**	**83,517**	**-**	**1,051,443**

USE OF FUNDS SUMMARY

71300	Vocational Instruction	788,926	28,604	(7,363)	810,167
72130	Other Student Support	172,900	34,800	-	207,700
72230	Vocational Instruction Staff Support	6,100	5,145	-	11,245
99100	Indirect Cost	-	22,331	-	22,331
	Total Use of Funds	**967,926**	**90,880**	**(7,363)**	**1,051,443**

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/16/2026	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-2-301-0000-0-71300-5189A0-PBEN-0000-301	CTE Innovation Coach (1 FTE)	72,135	1,588		73,723
141-2-301-0000-0-71300-5189H0-PBEN-0000-301	Workforce Development Facilitator (1 FTE)	107,005	111		107,116
141-2-301-0000-0-71300-5189H0-PBEN-0000-301	Future Ready Partnership Facilitator (1 FTE)	98,600		(941)	97,659
141-2-301-0000-0-71300-5189K0-PBEN-0000-301	District Content Lead (1 FTE)	75,047	1,617		76,664
141-2-301-0000-0-71300-520110-PBEN-0000-301	Social Security	21,872		(1,422)	20,450
141-2-301-0000-0-71300-520410-PBEN-0000-301	State Retirement	28,223		(4,668)	23,555
141-2-301-0000-0-71300-520610-PBEN-0000-301	Life Insurance	152			152
141-2-301-0000-0-71300-520710-PBEN-0000-301	Medical Insurance	53,532			53,532
141-2-301-0000-0-71300-520810-PBEN-0000-301	Dental Insurance	960			960
141-2-301-0000-0-71300-521010-PBEN-0000-301	Unemployment Compensation	52			52
141-2-301-0000-0-71300-521210-PBEN-0000-301	Medicare	5,115		(332)	4,783
141-2-301-0000-0-71300-529910-PBEN-0000-301	Long Term Disability	416			416
141-2-301-0000-0-71300-529930-PBEN-0000-301	Short Term Disability	452			452
141-2-301-7535-7-71300-5116E0-PBEN-0000-301	CTE Career Exploration (1 FTE)	67,475	3,619		71,094
141-2-301-7535-7-71300-520110-PBEN-0000-301	Social Security	4,183	62		4,245
141-2-301-7535-7-71300-520410-PBEN-0000-301	State Retirement	5,398	83		5,481
141-2-301-7535-7-71300-520610-PBEN-0000-301	Life Insurance	38			38
141-2-301-7535-7-71300-520710-PBEN-0000-301	Medical Insurance	13,383			13,383
141-2-301-7535-7-71300-520810-PBEN-0000-301	Dental Insurance	240			240
141-2-301-7535-7-71300-521010-PBEN-0000-301	Unemployment Compensation	13			13
141-2-301-7535-7-71300-521210-PBEN-0000-301	Medicare	978	15		993
141-2-301-7535-7-71300-529910-PBEN-0000-301	Long Term Disability	104			104
141-2-301-7535-7-71300-529930-PBEN-0000-301	Short Term Disability	113			113
141-2-301-0000-0-71300-542910-0000-0000-301	Instructional Supplies & Materials	30,000	2,000		32,000
141-2-301-0000-0-71300-547110-0000-0000-301	Software	22,062			22,062
141-2-301-0000-0-71300-549990-0000-0000-301	Supplies & Materials	181,378	19,509		200,887
	Total 71300 - Vocational Instruction	**788,926**	**28,604**	**(7,363)**	**810,167**
141-2-301-0000-0-72130-519610-0000-0000-301	Teacher Stipends for PD/Lead Teachers	26,202			26,202
141-2-301-0000-0-72130-520110-0000-0000-301	Social Security	1,624			1,624
141-2-301-0000-0-72130-520410-0000-0000-301	State Retirement	2,094			2,094
141-2-301-0000-0-72130-521210-0000-0000-301	Medicare	380			380
141-2-301-0000-0-72130-539990-0000-0000-301	Other Contracted Services	48,600			48,600
141-2-301-0000-0-72130-552410-0000-0000-301	Staff Development	74,000	14,800		88,800
141-2-301-0000-0-72130-559990-0000-0000-301	Other Charges	20,000	20,000		40,000
	Total 72130 - Other Student Support	**172,900**	**34,800**	**-**	**207,700**
141-2-301-0000-0-72230-552410-0000-0000-301	Staff Development	6,100	5,145		11,245
	Total 72230 - Vocational Instruction Staff Support	**6,100**	**5,145**	**-**	**11,245**
141-2-301-0000-0-99100-550410-0000-0000-301	Indirect Cost (4.31%)	-	22,331		22,331
	Total 99100 - Indirect Cost	**-**	**22,331**	**-**	**22,331**
	TOTAL BUDGET	**967,926**	**90,880**	**(7,363)**	**1,051,443**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
FEDERAL PROGRAMS
CTE PERKINS RESERVE - SECONDARY APPLICATION
BUDGET FISCAL YEAR 2026-2027

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2027 BUDGET 8/13/2026
141-2-306-0000-0-00000-471310-0000-0000-306	Basic Vocational	50,000
	Total Source of Funds	**50,000**

USE OF FUNDS SUMMARY

71300	Vocational Education Program	50,000
	Total Use of Funds	**50,000**

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	FY202 BUDGET 8/13/2026
141-2-306-0000-0-71300-573010-0000-0000-306	Vocational Equipment	50,000
	Total 71300 - Vocational Education Program	**50,000**
	TOTAL BUDGET	**50,000**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
STATE PROGRAMS
PUBLIC SCHOOL CONSTRUCTION & MAINTENANCE
BUDGET FISCAL YEAR 2026-2027

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2027 BUDGET 8/13/2026
141-1-209-0000-0-00000-469800-0000-0000-209	Other State Grants	1,129,786
	Total Source of Funds	**1,129,786**

USE OF FUNDS SUMMARY

76100	Capital Outlay	1,129,786
	Total Use of Funds	**1,129,786**

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	FY2027 BUDGET 8/13/2026
141-1-209-0055-2-76100-570710-0000-0000	Building Improvements	1,129,786
	Total 76100 - Capital Outlay	**1,129,786**
	TOTAL BUDGET	**1,129,786**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
SELF-FUNDED PROGRAMS
HAMILTON COUNTY GOVERNMENT FUNDS
BUDGET FISCAL YEAR 2026-2027

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2027 BUDGET Document	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-5-435-0000-0-00000-481300-0000-0000-435	Other Government Contributions - CTE	20,000,000		(19,700,000)	300,000
141-5-435-0000-0-00000-481300-0000-0000-A09	Other Government Contributions - Deferred Maintenance	-	17,365,530		17,365,530
	Total Source of Funds	**20,000,000**	**17,365,530**	**(19,700,000)**	**17,665,530**

USE OF FUNDS SUMMARY

71300	CTE Instruction	-	300,000	-	300,000
76100	Capital Outlay	20,000,000	17,365,530	(20,000,000)	17,365,530
	Total Use of Funds	**20,000,000**	**17,665,530**	**(20,000,000)**	**17,665,530**

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	FY2027 BUDGET Document	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
Budget					
141-5-435-0000-0-76100-570710-0000-BUDG-A09	Building Improvements	20,000,000		(20,000,000)	-
	Total 76100 - Capital Outlay	**20,000,000**	**-**	**(20,000,000)**	**-**
Deferred Maintenance					
District 1					
141-5-435-0196-4-76100-570710-0000-1201-A09	Building Improvements - Ed Cap -Sequoyah Roof	-	176,795		176,795
141-5-435-0230-1-76100-570710-0000-1201-A09	Building Improvements - Ed Cap -Soddy Elem-Auditorium Roof	-	10,102		10,102
141-5-435-0220-3-76100-570710-0000-1201-A09	Building Improvements - Ed Cap -Soddy Daisy High-JROTC Roof	-	59,000		59,000
141-5-435-0220-3-76100-570710-0000-1201-A09	Building Improvements - Ed Cap -Soddy Daisy High - Weight Room Renovation	-	39,377		39,377
141-5-435-0190-4-76100-570710-0000-1201-A09	Building Improvements - Ed Cap -Sale Creek Gym Locker Reno	-	107,381		107,381
141-5-435-0220-3-76100-570710-0000-1201-A09	Building Improvements - Ed Cap -SDHS Old Gym Air Conditioning	-	334,000		334,000
141-5-435-0220-3-76100-570710-0000-1201-A09	Building Improvements - Ed Cap -SDHS Roof	-	325,000		325,000
	Total 76100 - Capital Outlay - District 1		**1,051,655**	**-**	**1,051,655**
District 2					
141-5-435-0240-1-76100-570710-0000-1202-A09	Building Improvements - Ed Cap -Thrasher-Chiller	-	151,020		151,020
141-5-435-0210-4-76100-570710-0000-1202-A09	Building Improvements - Ed Cap -SMMHS Turf Field	-	4,116		4,116
	Total 76100 - Capital Outlay - District 2		**155,136**	**-**	**155,136**
District 3					
141-5-435-0128-3-76100-570710-0000-1203-A09	Building Improvements - Ed Cap -Hixson High-Chiller	-	57,481		57,481
141-5-435-0051-1-76100-570710-0000-1203-A09	Building Improvements - Ed Cap - McConnell Elem	-	21,830		21,830
	Total 76100 - Capital Outlay - District 3	**-**	**79,311**	**-**	**79,311**
District 4					
141-5-435-0046-4-76100-570710-0000-1204-A09	Building Improvements - Ed Cap -CSAS Auditorium Roof	-	7,445		7,445
141-5-435-0200-2-76100-570710-0000-1204-A09	Building Improvements - Ed Cap -OKMS HVAC	-	5,646,442		5,646,442
141-5-435-0046-4-76100-570710-0000-1204-A09	Building Improvements - Ed Cap -CSAS - Lower - Elementary Roof	-	470		470
141-5-435-0000-0-76100-570710-0000-1204-A09	Building Improvements - Ed Cap -Hillcrest Center-Security Entrance	-	30,000		30,000
141-5-435-0110-1-76100-570710-0000-1204-A09	Building Improvements - Ed Cap - Hardy Elem Playground	-	250,000		250,000
141-5-435-P85B-0-76100-570710-0000-1204-A09	Building Improvements - Ed Cap - FRFRC (Gateway) Stormwater Landscape	-	13,500		13,500
141-5-435-0046-4-76100-570710-0000-1204-A09	Building Improvements - Ed Cap -CSAS Stadium/Turf	-	7,433		7,433
141-5-435-0200-2-76100-570710-0000-1204-A09	Building Improvements - Ed Cap -OKMS Sand Gym Floor	-	14,910		14,910
141-5-435-P85B-0-76100-570710-0000-1204-A09	Building Improvements - Ed Cap - FRFRC (Gateway) CTE Expo Area	-	116		116
	Total 76100 - Capital Outlay - District 4	**-**	**5,970,316**	**-**	**5,970,316**
District 5					
141-5-435-0245-1-76100-570710-0000-1205-A09	Building Improvements - Ed Cap -Woodmore Shingle Roof	-	6,610		6,610
141-5-435-0245-1-76100-570710-0000-1205-A09	Building Improvements - Ed Cap -Woodmore-Boiler	-	200,000		200,000
141-5-435-7056-7-76100-570710-0000-1205-A09	Building Improvements - Ed Cap -Dawn Program-Fencing	-	2,562		2,562
141-5-435-0245-1-76100-570710-0000-1205-A09	Building Improvements - Ed Cap -Woodmore-Playground Upgrade	-	5,017		5,017
141-5-435-0055-2-76100-570710-0000-1205-A09	Building Improvements - Ed Cap -Dalewood Reroof Pods-Gym	-	2,356,400		2,356,400
	Total 76100 - Capital Outlay - District 5		**2,570,589**	**-**	**2,570,589**

ACCOUNT CODE	DESCRIPTION	FY2027 BUDGET Document	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
District 6					
141-5-435-0175-3-76100-570710-0000-1206-A09	Building Improvements - Ed Cap -RBHS Elevator	-	19		19
141-5-435-0045-4-76100-570710-0000-1206-A09	Building Improvements - Ed Cap -CCA Theatre Seating	-	208,182		208,182
141-5-435-0041-4-76100-570710-0000-1206-A09	Building Improvements - Ed Cap -NPMMS Windows	-	26,413		26,413
141-5-435-0045-4-76100-570710-0000-1206-A09	Building Improvements - Ed Cap -CCA Stage Wall	-	241,158		241,158
141-5-435-0175-3-76100-570710-0000-1206-A09	Building Improvements - Ed Cap - RBHS Replace Gym Floor	-	71,542		71,542
141-5-435-0175-3-76100-570710-0000-1206-A09	Building Improvements - Ed Cap - RBHS Replace Gym Hallway Roof	-	100,000		100,000
141-5-435-0041-4-76100-570710-0000-1206-A09	Building Improvements - Ed Cap -NPMMS Gym Units	-	3,308		3,308
141-5-435-0183-1-76100-570710-0000-1206-A09	Building Improvements - Ed Cap -Rivermont Chiller	-	230,000		230,000
	Total 76100 - Capital Outlay - District 6	**-**	**880,622**	**-**	**880,622**
District 7					
141-5-435-0059-3-76100-570710-0000-1207-A09	Building Improvements - Ed Cap -EHHS Stadium/Turf	-	29,582		29,582
141-5-435-0265-1-76100-570710-0000-1207-A09	Building Improvements - Ed Cap - Westview - Chiller	-	500		500
141-5-435-0265-1-76100-533510-0000-1207-A09	Building Improvements - Ed Cap - Westview - Building Settlement	-	517,600		517,600
	Total 76100 - Capital Outlay - District 7	**-**	**547,682**	**-**	**547,682**
District 8					
141-5-435-0070-3-76100-570710-0000-1208-A09	Building Improvements - Ed Cap - ERHS Ceiling Demo	-	680,273		680,273
141-5-435-0070-3-76100-570710-0000-1208-A09	Building Improvements - Ed Cap - ERHS Softball Field	-	12,877		12,877
141-5-435-0070-3-76100-570710-0000-1208-A09	Building Improvements - Ed Cap - ERHS Gym Roof	-	72,000		72,000
141-5-435-0235-1-76100-570710-0000-1208-A09	Building Improvements - Ed Cap - Spring Creek-Chiller	-	255,000		255,000
	Total 76100 - Capital Outlay - District 8	**-**	**1,020,150**	**-**	**1,020,150**
District 9					
141-5-435-0040-3-76100-570710-0000-1209-A09	Building Improvements - Ed Cap - Central Bleachers	-	481,500		481,500
141-5-435-0040-3-76100-570710-0000-1209-A09	Building Improvements - Ed Cap - Central Rooftop Units	-	277,009		277,009
141-5-435-0215-1-76100-570710-0000-1209-A09	Building Improvements - Ed Cap - Snow Hill Chiller	-	209,051		209,051
141-5-435-0215-1-76100-570710-0000-1209-A09	Building Improvements - Ed Cap - Snow Hill Roof/Addit	-	215,306		215,306
141-5-435-0040-3-76100-570710-0000-1209-A09	Building Improvements - Ed Cap - Central - Turf	-	995		995
141-5-435-0040-3-76100-570710-0000-1209-A09	Building Improvements - Ed Cap - Central Front Office Renovation	-	32,699		32,699
	Total 76100 - Capital Outlay - District 9	**-**	**1,216,560**	**-**	**1,216,560**
District 10					
141-5-435-0160-3-76100-570710-0000-1210-A09	Building Improvements - Ed Cap - OHS Chiller	-	31,588		31,588
141-5-435-0160-3-76100-570710-0000-1210-A09	Building Improvements - Ed Cap - OHS Track	-	63,653		63,653
141-5-435-0100-2-76100-570710-0000-1210-A09	Building Improvements - Ed Cap - Hunter Mid Controls	-	178,429		178,429
141-5-435-0157-2-76100-570710-0000-1210-A09	Building Improvements - Ed Cap - Ooltewah Mid-Roof	-	430,000		430,000
141-5-435-0160-3-76100-570710-0000-1210-A09	Building Improvements - Ed Cap - OHS Soccer RR	-	275,200		275,200
	Total 76100 - Capital Outlay - District 10	**-**	**978,870**	**-**	**978,870**
District 11					
141-5-435-0064-2-76100-570710-0000-1211-A09	Building Improvements - Ed Cap - ELA EPDM Roof	-	302,216		302,216
141-5-435-0137-3-76100-570710-0000-1211-A09	Building Improvements - Ed Cap - Howard High-Settling	-	492,750		492,750
141-5-435-0241-1-76100-570710-0000-1211-A09	Building Improvements - Ed Cap - LVE Roof,Ceiling	-	103,648		103,648
141-5-435-0241-1-76100-570710-0000-1211-A09	Building Improvements - Ed Cap - LVE Restrooms	-	21,470		21,470
141-5-435-0037-1-76100-570710-0000-1211-A09	Building Improvements - Ed Cap - Donaldson Roof	-	67,000		67,000
141-5-435-0016-1-76100-570710-0000-1211-A09	Building Improvements - Ed Cap - Battle Academy Office Remodel	-	7,218		7,218
141-5-435-0125-1-76100-570710-0000-1211-A09	Building Improvements - Ed Cap - Lkt Mtn Elevator	-	17,157		17,157
	Total 76100 - Capital Outlay - District 11	**-**	**1,011,459**	**-**	**1,011,459**

ACCOUNT CODE	DESCRIPTION	FY2027 BUDGET Document	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
District Projects					
141-5-435-6000-0-76100-539990-0000-1212-A09	Other Contracted Services - System Wide Painting	-	679,055		679,055
141-5-435-6000-0-76100-570710-0000-1212-A09	Building Improvements - Ed Cap - System Wide Alarms	-	41,775		41,775
141-5-435-6000-0-76100-539990-0000-1212-A09	Other Contracted Services - Asbestos Abatement-System	-	39,749		39,749
141-5-435-6000-0-76100-570710-0000-1212-A09	Building Improvement - Ed Cap Mulch	-	56,178		56,178
141-5-435-6000-0-76100-570710-0000-1212-A09	Building Improvement - Ed Cap Flooring	-	51,400		51,400
141-5-435-6000-0-76100-570710-0000-1212-A09	Building Improvement - Ed Cap HVAC System wide	-	130,598		130,598
141-5-435-6000-0-76100-570710-0000-1212-A09	Building Improvement - Ed Cap Marker Boards System wide	-	125		125
141-5-435-6000-0-76100-570710-0000-1212-A09	Building Improvement - Ed Cap Fencing System wide	-	31,957		31,957
141-5-435-6000-0-76100-570710-0000-1212-A09	Building Improvement - Ed Cap Fire Code Upgrades System wide	-	80,125		80,125
141-5-435-6000-0-76100-570710-0000-1212-A09	Building Improvement - Ed Cap Wood Exterior Doors	-	104,999		104,999
141-5-435-0000-0-76100-533510-0000-1212-A09	Maintenance & Repairs Bldgs - Paving	-	70,468		70,468
141-5-435-0000-0-76100-570710-0000-1212-A09	Building Improvement - Ed Cap Door Locks	-	52,411		52,411
141-5-435-0000-0-76100-570710-0000-1212-A09	Building Improvement - Ed Cap Central Office Remaining Roofs	-	44,340		44,340
141-5-435-0000-0-76100-570710-0000-1212-A09	Building Improvement - Ed Cap LED Lighting Upgrade	-	500,000		500,000
	Total 76100 - Capital Outlay - District Wide	**-**	**1,883,180**	**-**	**1,883,180**
CTE Programs					
141-5-435-7525-7-71300-517210-PBEN-0000-435	CTE Instructional - Instructional Coach (2 FTE)	-	147,638		147,638
141-5-435-7525-7-71300-520110-PBEN-0000-435	Social Security	-	9,154		9,154
141-5-435-7525-7-71300-520410-PBEN-0000-435	State Retirement	-	11,810		11,810
141-5-435-7525-7-71300-520610-PBEN-0000-435	Life Insurance	-	76		76
141-5-435-7525-7-71300-520710-PBEN-0000-435	Medical Insurance	-	26,766		26,766
141-5-435-7525-7-71300-520810-PBEN-0000-435	Dental Insurance	-	480		480
141-5-435-7525-7-71300-521010-PBEN-0000-435	Unemployment	-	26		26
141-5-435-7525-7-71300-521210-PBEN-0000-435	Medicare	-	2,140		2,140
141-5-435-7525-7-71300-521710-PBEN-0000-435	State Retirement - SR	-	1,476		1,476
141-5-435-7525-7-71300-529910-PBEN-0000-435	Long Term Disability	-	208		208
141-5-435-7525-7-71300-529930-PBEN-0000-435	Short Term Disability	-	226		226
141-5-435-7527-7-71300-517210-PBEN-0000-435	CTE Instructional - Instructional Coach (1 FTE)	-	73,819		73,819
141-5-435-7527-7-71300-520110-PBEN-0000-435	Social Security	-	4,577		4,577
141-5-435-7527-7-71300-520410-PBEN-0000-435	State Retirement	-	5,905		5,905
141-5-435-7527-7-71300-520610-PBEN-0000-435	Life Insurance	-	38		38
141-5-435-7527-7-71300-520710-PBEN-0000-435	Medical Insurance	-	13,383		13,383
141-5-435-7527-7-71300-520810-PBEN-0000-435	Dental Insurance	-	240		240
141-5-435-7527-7-71300-521010-PBEN-0000-435	Unemployment	-	13		13
141-5-435-7527-7-71300-521210-PBEN-0000-435	Medicare	-	1,070		1,070
141-5-435-7527-7-71300-521710-PBEN-0000-435	State Retirement - SR	-	738		738
141-5-435-7527-7-71300-529910-PBEN-0000-435	Long Term Disability	-	104		104
141-5-435-7527-7-71300-529930-PBEN-0000-435	Short Term Disability	-	113		113
	Total 71300 - CTE Instruction	**-**	**300,000**	**-**	**300,000**
	TOTAL BUDGET	**20,000,000**	**17,665,530**	**(20,000,000)**	**17,665,530**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
SELF-FUNDED PROGRAMS
FUTURE READY INSTITUTES - THE HOWARD SCHOOL
BUDGET FISCAL YEAR 2026-2027
FY26 carryover is $11,531.40

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2027 BUDGET DOCUMENT	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-5-444-0000-0-00000-4T4555-0000-0000	Restricted for Education	10,000	1,531		11,531
141-5-444-0000-0-00000-445700-0000-0000	Contributions & Gifts	50,000			50,000
	Total Source of Funds	**60,000**	**1,531**	**-**	**61,531**

USE OF FUNDS SUMMARY

71300	Vocational Education Instruction	10,000	41,531	-	51,531
72230	Vocational Education Instruction Support	-	5,000	-	5,000
72620	Maintenance of Plant	49,000	-	(49,000)	-
72710	Transportation	1,000	4,000	-	5,000
	Total Use of Funds	**60,000**	**50,531**	**(49,000)**	**61,531**

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	FY2027 BUDGET DOCUMENT	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-5-444-0137-3-71300-542910-0000-0000	Instructional Supplies	9,000	21,000		30,000
141-5-444-0137-3-71300-542930-0000-0000	Instructional Supplies & Materials - Equipment	1,000	20,531		21,531
	Total 71300 - Vocational Education Instruction	**10,000**	**41,531**	**-**	**51,531**
141-5-444-0137-3-72230-533610-0000-0000	Maintenance & Repairs - Equipment	-	5,000		5,000
	Total 72230 - Vocational Education Instruction Support	**-**	**5,000**	**-**	**5,000**
141-5-444-0137-3-72620-539990-0000-0000	Other Contracted Services	49,000		(49,000)	-
	Total 72620 - Maintenance of Plant	**49,000**	**-**	**(49,000)**	**-**
141-5-444-0137-3-72710-531410-0000-0000	Contracts w/ Public Carriers	1,000	4,000		5,000
	Total 72710 - Transportation	**1,000**	**4,000**	**-**	**5,000**
	TOTAL BUDGET	**60,000**	**50,531**	**(49,000)**	**61,531**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
SELF-FUNDED PROGRAMS
FUTURE READY INSTITUTES - TYNER ACADEMY
BUDGET FISCAL YEAR 2026-2027
FY26 carryover is $168,999.41

SOURCE OF FUNDS

ACCOUNT CODE	DESCRIPTION	FY2027 BUDGET DOCUMENT	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-5-450-0000-0-00000-445700-0000-0000	Contributions and Gifts	-	85,000		85,000
141-5-450-0000-0-00000-4T4555-0000-0000	Restricted for Education	160,000	8,999		168,999
	Total Source of Funds	**160,000**	**93,999**	**-**	**253,999**

USE OF FUNDS SUMMARY

		FY2027 BUDGET DOCUMENT	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
71100	Regular Instruction	138,000	-	(138,000)	-
71300	Vocational Education Instruction	-	221,999	-	221,999
72130	Other Student Support	2,000	-	(2,000)	-
72210	Instructional Support	10,000	-	(10,000)	-
72230	Vocational Education Instruction Support	-	12,000	-	12,000
72710	Transportation	10,000	-	-	10,000
76100	Regular Capital Outlay	-	10,000	-	10,000
	Total Use of Funds	**160,000**	**243,999**	**(150,000)**	**253,999**

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	FY2027 BUDGET DOCUMENT	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-5-450-0238-4-71100-519610-0000-0000	Stipends	17,552		(17,552)	-
141-5-450-0238-4-71100-520110-0000-0000	Social Security	1,088		(1,088)	-
141-5-450-0238-4-71100-520410-0000-0000	Retirement	1,106		(1,106)	-
141-5-450-0238-4-71100-521210-0000-0000	Employer Medicare	254		(254)	-
141-5-450-0238-4-71100-542910-0000-0000	Instructional Materials	25,000		(25,000)	-
141-5-450-0238-4-71100-547110-0000-0000	Software	6,000		(6,000)	-
141-5-450-0238-4-71100-549990-0000-0000	Other Supplies & Materials	7,000		(7,000)	-
141-5-450-0238-4-71100-559990-0000-0000	Other Charges	7,000		(7,000)	-
141-5-450-0238-4-71100-572210-0000-0000	Equipment - Regular Instruction	73,000		(73,000)	-
	Total 71100 - Regular Instruction	**138,000**	**-**	**(138,000)**	**-**
141-5-450-0238-4-71300-519610-0000-0000	Stipends	-	17,552		17,552
141-5-450-0238-4-71300-520110-0000-0000	Social Security	-	1,088		1,088
141-5-450-0238-4-71300-520410-0000-0000	Retirement	-	1,106		1,106
141-5-450-0238-4-71300-521210-0000-0000	Employer Medicare	-	254		254
141-5-450-0238-4-71300-542910-0000-0000	Instructional Materials	-	25,000		25,000
141-5-450-0238-4-71300-547110-0000-0000	Software	-	6,000		6,000
141-5-450-0238-4-71300-549990-0000-0000	Other Supplies & Materials	-	7,000		7,000
141-5-450-0238-4-71300-559990-0000-0000	Other Charges	-	7,000		7,000
141-5-450-0238-4-71300-573010-0000-0000	Equipment Vocational	-	156,999		156,999
	Total 71300 - Vocational Education Instruction	**-**	**221,999**	**-**	**221,999**
141-5-450-0238-4-72130-518990-0000-0000	Other Salaries	1,755		(1,755)	-
141-5-450-0238-4-72130-520110-0000-0000	Social Security	109		(109)	-
141-5-450-0238-4-72130-520410-0000-0000	Retirement	111		(111)	-
141-5-450-0238-4-72130-521210-0000-0000	Employer Medicare	25		(25)	-
	Total 72130 - Other Student Support	**2,000**	**-**	**(2,000)**	**-**
141-5-450-0238-4-72210-552410-0000-0000	In-Service/Staff Development	10,000		(10,000)	-
	Total 72210 - Instructional Support	**10,000**	**-**	**(10,000)**	**-**
141-5-450-0238-4-72230-518990-0000-0000	Other Salaries	-	1,755		1,755
141-5-450-0238-4-72230-520110-0000-0000	Social Security	-	109		109
141-5-450-0238-4-72230-520410-0000-0000	Retirement	-	111		111
141-5-450-0238-4-72230-521210-0000-0000	Employer Medicare	-	25		25
141-5-450-0238-4-72230-552410-0000-0000	In-Service/Staff Development	-	10,000		10,000
	Total 72230 - Vocational Education Instruction Support	**-**	**12,000**	**-**	**12,000**

ACCOUNT CODE	DESCRIPTION	FY2027 BUDGET DOCUMENT	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-5-450-0238-4-76100-570710-0000-0000	Building Improvements	-	10,000		10,000
	Total 76100 - Regular Capital Outlay	**-**	**10,000**	**-**	**10,000**
141-5-450-0238-4-72710-531410-0000-0000	Contracts with Public Carriers	10,000			10,000
	Total 72710 - Transportation	**10,000**	**-**	**-**	**10,000**
	TOTAL BUDGET	**160,000**	**243,999**	**(150,000)**	**253,999**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
SELF-FUNDED PROGRAMS
TUITION BASED PRE-K
BUDGET FISCAL YEAR 2026-2027

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2027 BUDGET DOCUMENT	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
141-5-452-0000-0-00000-445700-0000-0000	Contributions & Gifts	328,301	389,661		717,962
	Total Source of Funds	**328,301**	**389,661**	**-**	**717,962**

USE OF FUNDS SUMMARY

73400	Early Childhood Education	328,301	389,661	-	717,962
	Total Use of Funds	**328,301**	**389,661**	**-**	**717,962**

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	FY2027 BUDGET DOCUMENT	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
Allen Elementary					
141-5-452-0005-6-73400-5116D0-PBEN-0000	Teacher - Pre-K	67,917			67,917
141-5-452-0005-6-73400-520110-PBEN-0000	Social Security	4,211			4,211
141-5-452-0005-6-73400-520410-PBEN-0000	State Retirement	5,433			5,433
141-5-452-0005-6-73400-520610-PBEN-0000	Life Insurance	38			38
141-5-452-0005-6-73400-520710-PBEN-0000	Medical Insurance	13,383			13,383
141-5-452-0005-6-73400-520810-PBEN-0000	Dental Insurance	240			240
141-5-452-0005-6-73400-521010-PBEN-0000	Unemployment	13			13
141-5-452-0005-6-73400-521210-PBEN-0000	Employer Medicare	985			985
141-5-452-0005-6-73400-521710-PBEN-0000	State Retirement Hybrid	679			679
141-5-452-0005-6-73400-529910-PBEN-0000	Long Term Disability	104			104
141-5-452-0005-6-73400-529930-PBEN-0000	Short Term Disability	113			113
	Total 73400 - Early Childhood Education	**93,116**	**-**	**-**	93,116
	Total Allen Elementary	**93,116**	**-**	**-**	**93,116**
Apison Elementary					
141-5-452-0013-6-73400-5116D0-PBEN-0000	Teacher - Pre-K	-	52,500		52,500
141-5-452-0013-6-73400-520110-PBEN-0000	Social Security	-	3,255		3,255
141-5-452-0013-6-73400-520410-PBEN-0000	State Retirement	-	4,200		4,200
141-5-452-0013-6-73400-520610-PBEN-0000	Life Insurance	-	38		38
141-5-452-0013-6-73400-520710-PBEN-0000	Medical Insurance	-	13,383		13,383
141-5-452-0013-6-73400-520810-PBEN-0000	Dental Insurance	-	240		240
141-5-452-0013-6-73400-521010-PBEN-0000	Unemployment	-	13		13
141-5-452-0013-6-73400-521210-PBEN-0000	Employer Medicare	-	762		762
141-5-452-0013-6-73400-521710-PBEN-0000	State Retirement Hybrid	-	525		525
141-5-452-0013-6-73400-529910-PBEN-0000	Long Term Disability	-	104		104
141-5-452-0013-6-73400-529930-PBEN-0000	Short Term Disability	-	113		113
	Total 73400 - Early Childhood Education	**-**	**75,133**	**-**	**75,133**
	Total Apison Elementary	**-**	**75,133**	**-**	**75,133**
Battle Academy					
141-5-452-0016-6-73400-5116D0-PBEN-0000	Teacher - Pre-K	71,465			71,465
141-5-452-0016-6-73400-516330-PBEN-0000	Educational Assist- Regular Ed	29,500			29,500
141-5-452-0016-6-73400-520110-PBEN-0000	Social Security	6,260			6,260
141-5-452-0016-6-73400-520410-PBEN-0000	State Retirement	9,464			9,464
141-5-452-0016-6-73400-520610-PBEN-0000	Life Insurance	76			76
141-5-452-0016-6-73400-520710-PBEN-0000	Medical Insurance	26,766			26,766
141-5-452-0016-6-73400-520810-PBEN-0000	Dental Insurance	480			480
141-5-452-0016-6-73400-521010-PBEN-0000	Unemployment	26			26
141-5-452-0016-6-73400-521210-PBEN-0000	Employer Medicare	1,464			1,464
141-5-452-0016-6-73400-521710-PBEN-0000	State Retirement Hybrid	1,305			1,305
141-5-452-0016-6-73400-529910-PBEN-0000	Long Term Disability	208			208
141-5-452-0016-6-73400-529930-PBEN-0000	Short Term Disability	226			226
	Total 73400 - Early Childhood Education	**147,240**	**-**	**-**	**147,240**
	Total Battle Academy	**147,240**	**-**	**-**	**147,240**

ACCOUNT CODE	DESCRIPTION	FY2027 BUDGET DOCUMENT	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
Nolan Elementary					
141-5-452-0149-6-73400-5116D0-PBEN-0000-	Teacher - Pre-K	-	55,500		55,500
141-5-452-0149-6-73400-520110-PBEN-0000-	Social Security	-	3,441		3,441
141-5-452-0149-6-73400-520410-PBEN-0000-	State Retirement	-	4,440		4,440
141-5-452-0149-6-73400-520610-PBEN-0000-	Life Insurance	-	38		38
141-5-452-0149-6-73400-520710-PBEN-0000-	Medical Insurance	-	13,383		13,383
141-5-452-0149-6-73400-520810-PBEN-0000-	Dental Insurance	-	240		240
141-5-452-0149-6-73400-521010-PBEN-0000-	Unemployment	-	13		13
141-5-452-0149-6-73400-521210-PBEN-0000-	Employer Medicare	-	805		805
141-5-452-0149-6-73400-521710-PBEN-0000-	State Retirement Hybrid	-	555		555
141-5-452-0149-6-73400-529910-PBEN-0000-	Long Term Disability	-	104		104
141-5-452-0149-6-73400-529930-PBEN-0000-	Short Term Disability	-	113		113
	Total 73400 - Early Childhood Education	**-**	**78,632**	**-**	**78,632**
	Total Nolan Elementary	**-**	**78,632**	**-**	**78,632**
Ooltewah Elementary School					
141-5-452-0155-6-73400-5116D0-PBEN-0000-	Teacher - Pre-K	63,483			63,483
141-5-452-0155-6-73400-520110-PBEN-0000-	Social Security	3,936			3,936
141-5-452-0155-6-73400-520410-PBEN-0000-	State Retirement	5,079			5,079
141-5-452-0155-6-73400-520610-PBEN-0000-	Life Insurance	38			38
141-5-452-0155-6-73400-520710-PBEN-0000-	Medical Insurance	13,383			13,383
141-5-452-0155-6-73400-520810-PBEN-0000-	Dental Insurance	240			240
141-5-452-0155-6-73400-521010-PBEN-0000-	Unemployment	13			13
141-5-452-0155-6-73400-521210-PBEN-0000-	Employer Medicare	921			921
141-5-452-0155-6-73400-521710-PBEN-0000-	State Retirement Hybrid	635			635
141-5-452-0155-6-73400-529910-PBEN-0000-	Long Term Disability	104			104
141-5-452-0155-6-73400-529930-PBEN-0000-	Short Term Disability	113			113
	Total 73400 - Early Childhood Education	**87,945**	**-**	**-**	**87,945**
	Total Ooltewah Elementary School	**87,945**	**-**	**-**	**87,945**
Red Bank Elementary					
141-5-452-0171-6-73400-5116D0-PBEN-0000-	Teacher - Pre-K	-	55,500		55,500
141-5-452-0171-6-73400-520110-PBEN-0000-	Social Security	-	3,441		3,441
141-5-452-0171-6-73400-520410-PBEN-0000-	State Retirement	-	4,440		4,440
141-5-452-0171-6-73400-520610-PBEN-0000-	Life Insurance	-	38		38
141-5-452-0171-6-73400-520710-PBEN-0000-	Medical Insurance	-	13,383		13,383
141-5-452-0171-6-73400-520810-PBEN-0000-	Dental Insurance	-	240		240
141-5-452-0171-6-73400-521010-PBEN-0000-	Unemployment	-	13		13
141-5-452-0171-6-73400-521210-PBEN-0000-	Employer Medicare	-	805		805
141-5-452-0171-6-73400-521710-PBEN-0000-	State Retirement Hybrid	-	555		555
141-5-452-0171-6-73400-529910-PBEN-0000-	Long Term Disability	-	104		104
141-5-452-0171-6-73400-529930-PBEN-0000-	Short Term Disability	-	113		113
	Total 73400 - Early Childhood Education	**-**	**78,632**	**-**	**78,632**
	Total Red Bank Elementary	**-**	**78,632**	**-**	**78,632**
Wallace A Smith Elementary					
141-5-452-0260-6-73400-5116D0-PBEN-0000-	Teacher - Pre-K	-	55,500		55,500
141-5-452-0260-6-73400-520110-PBEN-0000-	Social Security	-	3,441		3,441
141-5-452-0260-6-73400-520410-PBEN-0000-	State Retirement	-	4,440		4,440
141-5-452-0260-6-73400-520610-PBEN-0000-	Life Insurance	-	38		38
141-5-452-0260-6-73400-520710-PBEN-0000-	Medical Insurance	-	13,383		13,383
141-5-452-0260-6-73400-520810-PBEN-0000-	Dental Insurance	-	240		240
141-5-452-0260-6-73400-521010-PBEN-0000-	Unemployment	-	13		13
141-5-452-0260-6-73400-521210-PBEN-0000-	Employer Medicare	-	805		805
141-5-452-0260-6-73400-521710-PBEN-0000-	State Retirement Hybrid	-	555		555
141-5-452-0260-6-73400-529910-PBEN-0000-	Long Term Disability	-	104		104
141-5-452-0260-6-73400-529930-PBEN-0000-	Short Term Disability	-	113		113
	Total 73400 - Early Childhood Education	**-**	**78,632**	**-**	**78,632**
	Total Wallace A Smith Elementary	**-**	**78,632**	**-**	**78,632**

ACCOUNT CODE	DESCRIPTION	FY2027 BUDGET DOCUMENT	INCREASE	DECREASE	AMENDED BUDGET 8/13/2026
Westview Elementary					
141-5-452-0265-6-73400-5116D0-PBEN-0000-	Teacher - Pre-K	-	55,500		55,500
141-5-452-0265-6-73400-520110-PBEN-0000-	Social Security	-	3,441		3,441
141-5-452-0265-6-73400-520410-PBEN-0000-	State Retirement	-	4,440		4,440
141-5-452-0265-6-73400-520610-PBEN-0000-	Life Insurance	-	38		38
141-5-452-0265-6-73400-520710-PBEN-0000-	Medical Insurance	-	13,383		13,383
141-5-452-0265-6-73400-520810-PBEN-0000-	Dental Insurance	-	240		240
141-5-452-0265-6-73400-521010-PBEN-0000-	Unemployment	-	13		13
141-5-452-0265-6-73400-521210-PBEN-0000-	Employer Medicare	-	805		805
141-5-452-0265-6-73400-521710-PBEN-0000-	State Retirement Hybrid	-	555		555
141-5-452-0265-6-73400-529910-PBEN-0000-	Long Term Disability	-	104		104
141-5-452-0265-6-73400-529930-PBEN-0000-	Short Term Disability	-	113		113
	Total 73400 - Early Childhood Education	**-**	**78,632**	**-**	**78,632**
	Total Westview Elementary	**-**	**78,632**	**-**	**78,632**
	TOTAL BUDGET	**328,301**	**389,661**	**-**	**717,962**

HAMILTON COUNTY SCHOOLS

3074 Claude Ramsey Pkwy.
Chattanooga, TN 37421

To: Hamilton County Board of Education

From: Dr. Justin Robertson, Superintendent

Date: August 13, 2026

Subject: Request to Approve Chattanooga Neighborhood Enterprise Option to Lease W. 40th Street Property

Board Agenda Category:

- ☐ Consent Agenda
- ☑ Action Item
- ☐ Reports and Information

The Office of the Superintendent and Chattanooga Neighborhood Enterprise (CNE) are seeking the approval of an Option to Lease agreement that would allow CNE and the district to continue exploring a teacher housing retention and recruitment program.

Background

With strong support from County Mayor Weston Wamp and City Mayor Tim Kelly, the district brought a presentation to the Board in December 2025 regarding the exploration of a pilot project with a local non-profit property development and management organization, Chattanooga Neighborhood Enterprise (CNE), that would provide HCS staff with access to housing below market rates in Chattanooga and Hamilton County. This project would allow CNE to lease underutilized district property on West 40th street and to build around 70 housing units on the property. Under the proposed agreement, HCS will maintain ownership of the land, while CNE will manage the property and serve as the "landlord." This partnership would allow HCS to pilot an innovative response to expand our teacher recruitment and retention efforts with *no additional cost* to the district.

What You're Voting on Today

Today you are voting on the Option to Lease agreement. This agreement is not the final lease, but instead documents a shared agreement to continue exploring the partnership and on overall responsibilities of each partner. Per the Board's request, Mr. Bennet worked closely with CNE's legal team to ensure this document outlines a very strong indemnification clause that protects HCS from any liability if we choose to move forward with a final lease agreement. Approval of the Option to Lease allows CNE to begin fundraising and working through the initial legal stages of the pilot project, but does not legally bind HCS to signing a final lease agreement.

Next Steps

After approval of the Option to Lease agreement, CNE will begin work on the following:

- Community engagement with Alton Park and St. Elmo through their in-house neighborhood-focused team
- Completion of estimated costs based on below market rental rates that allows for fundraising & financing
- Completion of regulatory processes that allow for building
- Formal lease agreement (Requires a second Board vote)
- Design and construction

Attachments

- Option to Lease agreement
- CNE preliminary W. 40th preliminary site plan and recent project examples (Exhibit A)

Opportunity 2030 Commitment Connection

- ☑ Every Student Learns
- ☐ Every Student Belongs
- ☐ Every School Equipped
- ☑ Every Employee Valued
- ☐ Every Community Served

LEASE OPTION AGREEMENT

THIS LEASE OPTION AGREEMENT ("Agreement") is made and entered into as of _____, 2026 (the "Effective Date"), by and between **HAMILTON COUNTY DEPARTMENT OF EDUCATION**, a _____ ("Grantor"), and **CHATTANOOGA NEIGHBORHOOD ENTERPRISE, INC.**, a Tennessee nonprofit corporation ("Grantee" and, together with Grantor, the "Parties").

This Agreement is made with reference to the following facts:

A. Grantor and Grantee desire to redevelop that certain parcel of real property with an address of 1151 West 40th Street, Chattanooga, Tennessee 37415, known as Tax Map Parcels 155ON001 and 155ON001.02 (the "Property") into a multifamily housing rental project anticipated to comprise (i) a first phase of approximately seventy-six (76) one-, two-, and three-bedroom new construction units ("Phase A"), and (ii) a second phase of approximately fifty-seven (57) one-, two-, and three-bedroom rehabilitation units to be located, in whole or in part, within the existing former school building located on the Property ("Phase B" and, together with Phase A, the "Project"). A preliminary concept plan for the Project has been commissioned by Grantee and is attached to this Agreement as Exhibit A (the "Concept Plan").

B. The Parties anticipate that the Project will serve households earning no more than 100% of Area Median Income as determined by the U.S. Department of Housing and Urban Development for Hamilton County, Tennessee (or, in Grantee's discretion, less than such income limit), and will include such preferences desired by Grantor for teachers and other staff employed by Grantor as are permitted by applicable federal, state, and local laws (the "Project Objectives"). Grantor and Grantee desire for Grantee, through formation of a single asset entity in which Grantee shall hold the controlling interest, to own, finance, and develop the Project.

C. To facilitate financing and development of the Project, Grantor desires to give, and Grantee desires to take, an option to lease the Project on a long-term basis.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. **Option to Lease.**

(a) Grant of Option. Grantor, for itself and its successors and assigns, hereby grants and gives to Grantee the exclusive right and option ("Option") to lease from Grantor, subject to the terms and conditions set forth in this Agreement, the Property. Grantee may elect to exercise the Option for the entire Property, or instead to exercise the Option two separate times, in each case with respect to portions of the Property to be utilized for Phase A and Phase B, respectively.

(b) Term of Option. The Option shall commence on the Effective Date and shall automatically terminate, without any further action of either Party, at 11:59 p.m. eastern time on the second anniversary of the Effective Date (the "Option Period"), unless the Option is either terminated or exercised (with respect to the entire Property, through one or two exercises of the Option) as provided below.

(c) Option Consideration. Grantor acknowledges and agrees that Grantee will expend time, money, and other resources in connection with the examination and investigation of the Property and in reliance on this Agreement. Grantor further acknowledges and agrees that, notwithstanding the fact that this Agreement may terminate or expire without Grantee's exercise of the Option, such expenditure of time, money and other resources constitutes good, valuable, sufficient and adequate consideration for Grantor's execution and delivery of and entry into this Agreement.

(d) Exercise of Option. Grantee may exercise the Option herein granted by giving written notice thereof ("Option Notice") to Grantor at any time within the Option Period. If Grantee exercises the Option within the Option Period, either in a single exercise with respect to the entire Property or through two exercises with respect to Phase A and Phase B, respectively, Grantor shall lease the Property (or applicable portion thereof) to Grantee upon and subject to the terms, provisions and conditions hereinafter set forth.

Section 2. **Lease Terms.** If Grantee exercises its Option, then Grantor and Grantee shall, during the following sixty (60) days, negotiate a lease agreement ("Lease") containing the following terms, provided that all terms and conditions shall comply in all respects with the requirements of Grantee's funders (each, a "Finance Partner"):

(a) Rent. The Lease shall provide for nominal rent, the intention of the Parties being for Grantor to contribute the Property to the Project free of charge for purposes of facilitating the Project Objectives. In the event a Finance Partner requires higher than nominal rent for financing purposes, such rent shall be payable as, when, and to the extent funds are available from cash flow of the Project after payment of all other obligations and expenses provided for in the waterfall negotiated with Grantee's Finance Partners.

(b) Term. The Lease shall be for a term of, at a minimum, seventy-five (75) years and, at a maximum, ninety-nine (99) years, depending on the requirements of Finance Partners.

(c) Tax Agreement. The Lease shall include provisions accommodating payments in lieu of tax or other property tax arrangement or agreements ("Tax Agreement") as may be permitted by law and obtained for the Project by Grantor and Grantee pursuant to Section 20 below.

(d) Project Objectives. The Lease shall provide for the Project Objectives and shall require Grantee to operate the Project accordingly.

(e) Applicable Laws. The Lease shall require Grantee, in its ownership, development, construction, and operation of the Project, to comply with all applicable laws, regulations, and orders of any governmental authority having jurisdiction over the Property and/or the Project.

(f) Indemnification. The Lease shall prohibit Grantee from doing or permitting any act or thing to be done upon the Property which may subject Grantor to any materially increased liability or responsibility for injury, damage to persons or property, or to any increased liability by reason of a failure of Tenant to comply with Lease terms or applicable law, and shall exercise

control over the Property and the Project so as to protect Grantor against any such increased liability. Grantee shall protect, defend, indemnify, and hold harmless Grantor against any and all claims which are imposed upon or asserted against Grantor during the Term and arising out of the Property and/or the Project, including without limitation reasonable attorneys' fees and court costs, provided, however, that the foregoing indemnity shall not extend to the gross negligence or willful misconduct of Landlord or breach of Landlord's contractual obligations under the Lease.

Grantee will provide Grantor with the first draft of the Lease for Grantor's approval or comment. Approval shall proceed in accordance with the provisions set forth in Section 11.

Section 3. **Grantor Disclosures.** Within fifteen (15) days after the Effective Date of this Agreement, Grantor shall provide Grantee with the following in accordance with the notice provisions of this Agreement, to the extent such items are in the possession or under the control of Grantor:

(a) Copies of any existing title policies or title commitments with respect to the Property;

(b) Copies of any leases, licenses, service agreements, or other agreements affecting the Property;

(c) Copies of all certificates, licenses, permits, authorizations, consents and approvals affecting the Property and the improvements thereon;

(d) Copies of all real property and other ad valorem tax bills for the Property for the two year period preceding the Effective Date;

(e) Copy of the most recent survey of the Property;

(f) Copies of advice letters, deficiency notices, compliance notices and other or similar correspondence and/or written communication pertaining to the Property from codes and zoning authorities, environmental agencies and/or other governmental units that have jurisdiction over the Property; and

(g) Copies of all other information relating to the Property such as environmental site assessments, soil reports, restrictive covenants, engineering reports, appraisals and information concerning zoning, access, development standards, utilities, topography, pending or threatened condemnation or litigation notices or proceedings and any other useful information.

Section 4. **Warranties, Representations, and Covenants of Grantor.** As of the Effective Date, and again as of the date of execution of a Lease, Grantor represents, warrants and covenants to and with Grantee that Grantor has delivered to Grantee true, complete, and correct copies of all of Grantor's disclosures required under Section 3 of this Agreement.

Section 5. **Entry and Inspection.** During the Option Period, Grantee and its agents and representatives shall have the right to enter the Property for the purposes of inspecting the Property to determine whether the Property is suitable and satisfactory to Grantee ("Property

Inspection"). Grantee and its agents and representatives shall be entitled to conduct such title examinations, soil tests, appraisals, environmental surveys and/or audits, mechanical and structural studies and analyses, and may make surveys and conduct all other investigations of the Property that Grantee deems necessary. After conducting any Property Inspection, Grantee shall restore the Property to a substantially similar condition prior to such tests and inspections. Grantee shall also indemnify Grantor against any claims or expenses resulting from Grantee's Property Inspection.

(a) Survey. Grantee shall have the right, at Grantee's expense, to cause a survey of the Property to be prepared by a registered and licensed surveyor designated by Grantee (the "Survey"). If requested by Grantee, the Survey shall be used as the basis for the preparation of a legal description to be included in the Lease and Memorandum of Lease to be delivered by Grantor to Grantee at Closing.

(b) Title. Grantee shall have the right, at Grantee's expense, to obtain a title insurance commitment (the "Title Commitment") from a title company acceptable to Grantee (the "Title Company"), and may give Grantor notice of objections to title and matters shown on the Survey (collectively, the "Objections"). Grantor shall have fifteen (15) days after receipt of such notice to notify Grantee as to whether Grantor elects to cure one or more Objections ("Grantor's Response Period"), provided, however, that Grantor shall have no obligation to cure the Objections and Grantee may permit Grantor to cure particular Objections on or before Closing (collectively, "Outstanding Matters"). In the event Grantee elects to exercise the Option, any matters included on the Title Commitment or the Survey to which Grantee fails to object within the Option Term, together with Objections that Grantor elects not to cure during Grantor's Response Period (other than Outstanding Matters), shall be referenced in this Agreement and in the Purchase Agreements as the "Permitted Matters".

Section 6. **Closing.**

(a) The closing ("Closing") of the Lease from Grantor to Grantee shall occur through the offices of the Title Company (as hereinafter defined) within one hundred eighty (180) days after Grantee exercises the Option, unless Grantor and Grantee mutually agree to a later date ("Closing Date"). Grantee shall give Grantor advance written notice of the date and time for the Closing.

(b) At the Closing, all of the following shall occur, all of which shall be deemed concurrent conditions:

(1) Grantor shall deliver or cause to be delivered to Grantee the following:

(i) the Lease executed by Grantor;

(ii) a Memorandum of Lease executed by Grantor for recording in the Register's Office for Hamilton County, Tennessee;

(iii) in the event a PILOT is obtained, such deeds, leases, memoranda of lease, agreements, and other documentation required to facilitate the PILOT;

(iv) at Grantee's sole cost and expense, an Owner's Policy of Title Insurance ("Owner Policy") issued by a title company of Grantee's choice ("Title Company") insuring that, after the completion of the Closing, Grantee is the owner of a leasehold interest in the Property, subject only to the Memorandum of Lease and the Permitted Matters; and

(v) an affidavit that Grantor is not a "foreign person" under δ1445 of the Internal Revenue Code of 1986, as amended, in compliance with the provisions thereof.

(2) Grantee shall pay all escrow, recording and other closing costs.

(c) Ad valorem and similar taxes and assessments relating to the Project shall be prorated between Grantor and Grantee as of the Closing Date, based on estimates of the amount of taxes that will be due and payable on the Property during the calendar year in which the closing date occurs. As soon as the amount of taxes and assessments on the Property for such year is known, Grantor and Grantee shall readjust the amount of taxes to be paid by each party with the result that Grantor shall pay for those taxes and assessments applicable to the Property up to and including the Closing Date and Grantee shall pay for those taxes and assessments applicable to the Property after the Closing Date. The provisions of this Section 3(c) shall survive the Closing.

Section 7. **Conditions Precedent to Exercise of Option.** Grantee's right to exercise the Option is expressly subject to the satisfaction of the following conditions precedent:

(a) Simultaneous Finance Closing. Financial commitment of Grantee to the Project, evidenced by Grantee's closing with Finance Partners, which will occur simultaneously with the Closing of the Lease;

(b) Plans and Specifications. Grantee has submitted to Grantor plans and specifications that substantially comply with the Concept Plan for the Project, and Grantor has approved the plans and specifications (which approval shall not be unreasonably withheld, conditioned, or delayed);

(c) Lease. To the extent changes to the Lease are required by any Finance Partner, such changes do not materially adversely affect (i) the Project Objectives, or (ii) the obligations or potential liability of Grantor under the Lease;

(d) Proof of Insurance Grantee has provided Grantor with satisfactory evidence that all insurance requirements as provided for in the Lease are in full force and effect;

(e) Evidence of Governmental Approvals. Grantee has provided Grantor with satisfactory evidence that it has obtained all applicable government approvals for the Project, including but not limited to building permits;

(f) No Liens. Grantee shall not have caused Grantor's fee interest in the Property to be encumbered by any claim for labor or material or for any other charge or expense, lien or security interest incurred in connection with the Property Inspection or otherwise; and

(g) Litigation, Limited Denial of Participation, or Debarment. There is no action, suit or proceeding pending or threatened before any court or government or administrative body or agency which may reasonably be expected to (i) result in a material adverse change in the activities, operations, assets or properties or in the condition, financial or otherwise, of the Grantee, or (ii) impair the ability of the Grantee to perform its obligations under this Agreement or the Lease.

In seeking Grantor's confirmation that any of the foregoing conditions have been satisfied, Grantee will provide Grantor with appropriate documentation for Grantor's approval or comment. Review, comment, and approval shall proceed in accordance with the provisions set forth in Section 11.

Section 8. **Authority.** Grantor has all requisite power and authority to own the Property, and Grantee has all requisite power and authority to lease the Property. Both parties have all requisite power and authority to enter into this Agreement, and consummate the transactions herein contemplated, and have duly authorized the execution and delivery of this Agreement and the consummation of the transactions herein contemplated such that all documents required hereby to be executed by Grantor and the Grantee shall be valid, legally binding obligations of and enforceable against Grantor and the Grantee in accordance with their terms.

Section 9. **Agent.** Grantor and Grantee each hereby represent and warrant to the other that neither has engaged the Services of any agent, broker, or other similar party in connection with this transaction.

Section 10. **Good Faith and Reasonable.** Grantor and Grantee acknowledge their obligation to act reasonably and in good faith with respect to their respective rights and obligations as set forth in this agreement.

Section 11. **Party Approvals.**

(a) Designated Representative. For all actions under this Agreement requiring Grantor's consent or approval, each of Grantor and Grantee will designate a representative that will seek and/or give approval (or withhold approval, instead providing reasonable comments clarifying the conditions under which approval will be given) (each, a "Designated Representative"). Grantor and Grantee shall have the ability to change their Designated Representatives during the term of this Agreement by giving notice to the other party of the new Designated Representative pursuant to the provisions of Section 12 below. The initial Designated Representatives for Grantor and Grantee shall be as follows:

Grantor's Designated Representative: _____
_____
_____
Email:_____
Phone:_____

Grantee's Designated Representative: _____
_____
_____

Email:_____
Phone:_____

(b) Approval Process. For each Grantor approval or consent, Grantee's Designated Representative shall submit proposed documentation to Grantor's Designated Representative, and Grantor's Designated Representative shall respond in writing within ten (10) business days, either with an approval or with reasonable comments clarifying the conditions under which approval will be given. Grantee's Designated Representative shall use commercially reasonable efforts to incorporate any comments into a responsive submission, and Grantor's Designated Representative shall then respond in writing within five (5) business days, either with an approval or with reasonable comments clarifying the conditions under which approval will be given. Subsequent commercially reasonable efforts on the part of Grantee to incorporate comments into a responsive submission, and written responses from Grantor's Designated Representative within five (5) business days shall continue until Grantor's approval is obtained. If Grantor's Designated Representative to respond to any submission within the allotted timeframe, Grantee's Designated Representative may seek a deemed approval through a repeated submission of the request for approval, with a notice that bears a bold face legend substantially as follows: "**Important: Your Response in Required in _____ Business Days**." Grantor's Designated Representative shall have a specified number of days to respond in writing, which in no event shall be shorter than five (5) business days. All of the foregoing submissions and responses between Designated Representatives may be sent by email or by the notice provisions of Section 12. If Grantee does not receive a response within the specified number of days, it may send Grantor a notice of non-response, which shall be delivered to Grantee in accordance with the notice provisions of Section 12 (email alone not sufficing under these circumstances) and which shall bear the bold-faced legend, "**Important: Notice of Non-Response and Intent to Establish Deemed Approval**." Following the giving of this notice, Grantor's Designated Representative has five (5) business days in which to respond, after which time Grantor shall be deemed to have given its approval.

Section 12. **Notices.** Any notice required or permitted hereunder shall be in writing and deemed to have been given when (i) deposited in the United States mail, certified mail, addressed to such party at the address herein below specified, or (ii) deposited into the custody of a nationally recognized overnight courier service to be sent by overnight delivery, addressed to such party at the address herein below specified. Any address for notice may be changed by written notice as so given.

Section 13. **Entire Agreement.** This Agreement (including the exhibits hereto) contains the entire agreement between Grantor and Grantee, and no oral statements or prior written matter not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereof shall be binding on either party hereto unless set forth in a document executed by such parties or a duly authorized agent, officer or representative thereof.

Section 14. **Assigns.** This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns. Grantee may assign its rights hereunder at any time on or before the Closing to any other person or entity, subject to the consent of the Grantor. Notwithstanding the foregoing, Grantee shall have the right, and shall not need to obtain the consent of Grantor, to assign this Agreement to a single asset entity in which Grantee holds, directly or indirectly, the controlling interest.

Section 15. **Time of the Essence.** Time is of the essence of each and every provision of this Agreement.

Section 16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

Section 17. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.

Section 18. **Construction.** The parties acknowledge that each party and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

Section 19. **Zoning and Subdivision Approvals.** Grantor shall cooperate with Grantee in making application and taking such other actions as may be required to obtain acceptable zoning or re-zoning of the Property, any required subdivision approval, and all other required permits and approvals for the Project, including without limitation, any required building and operating permits.

Section 20. **Tax Agreement.** During the Option Period, Grantee and Grantor will jointly engage in commercially reasonable efforts to obtain a Tax Agreement for the Project (or for each of Phase A and Phase B), whether from the City of Chattanooga through The Health, Educational, and Housing Facility Board of the City of Chattanooga or as otherwise permitted by applicable law.

Section 21. **Remedies.** In the event either Party breaches the terms of this Agreement, the other Party shall have the right to pursue all remedies available at law or in equity, including without limitation injunctive relief and specific performance.

Section 22. **Non-Solicitation of Third Party Offers.** During the Option Period, Grantee shall have the exclusive right and option to lease (and/or obtain any other interest in) the Property. Accordingly, during the Option Period, Grantor shall not solicit, entertain, or consider offers, nor enter into any negotiations or discussions with any third party, to purchase, lease, finance, develop, transfer, or otherwise encumber, the Property or any interest in the Property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

GRANTOR:

HAMILTON COUNTY DEPARTMENT OF EDUCATION

By: _____

Title: _____

Address for notice:

Hamilton County Department of Education
_____
_____
Attn: _____

GRANTEE:

CHATTANOOGA NEIGHBORHOOD ENTERPRISE, INC.

By: _____

Title: _____

Address for notice:

Chattanooga Neighborhood Enterprise, Inc.
_____
_____
Attn: _____

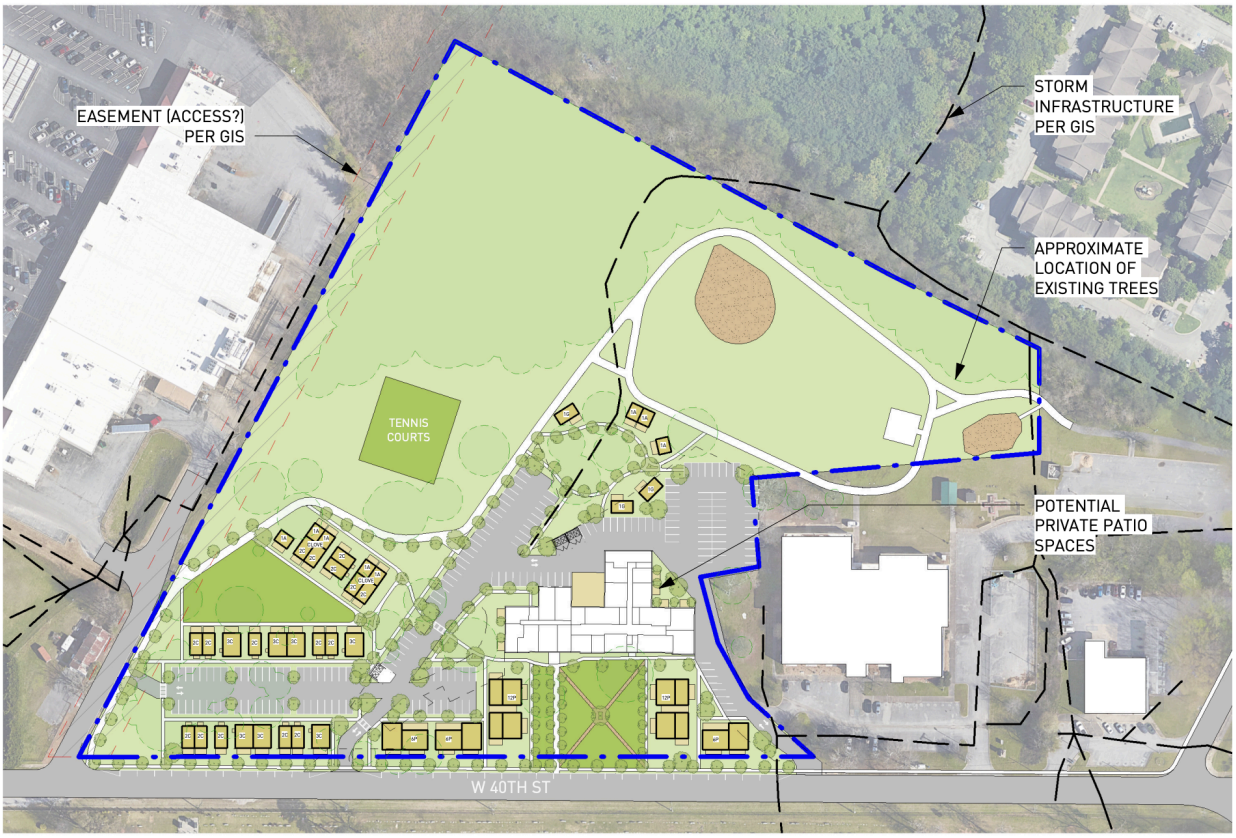
EXHIBIT A

Concept Plan.

See attached.

Exhibit A

Concept Plan



The preliminary concept plan allows for approximately 76 units around the current HCS building standing at the W. 40th street property; a mixture of 1, 2, and 3 bedroom units.

Examples of recent development projects completed by CNE:



HAMILTON COUNTY SCHOOLS

3074 Claude Ramsey Pkwy.
Chattanooga, TN 37421

To: Hamilton County Board of Education

From: Dr. Justin Robertson, Superintendent

Date: August 13, 2026

Subject: Gowan Public Strategies - Lobbying Contract Sept 1, 2026 - Aug 31, 2027

Board Agenda Category:

- ☐ Consent Agenda
- ☑ Action Item
- ☐ Reports and Information

In light of a successful year engaging with our state delegation, Hamilton County Schools recommends entering into a year-long agreement with Gowan Public Strategy (Robert Gowan) to receive lobbying services specific to the needs of HCS for the upcoming legislative cycle.

HCS will agree to pay Gowan Public Strategy a total of $40,000 for the period of September 1, 2026 through August 31, 2027.

Attached: Retainer Agreement with Gowan Public Strategy

Opportunity 2030 Commitment Connection

- ☑ Every Student Learns
- ☑ Every Student Belongs
- ☑ Every School Equipped
- ☑ Every Employee Valued
- ☑ Every Community Served

Gowan Public Strategy

414 Union Street, Suite 1900
Nashville, TN 37219
Phone: 615.418.9219

August 1, 2026

Dr. Justin Robertson, Superintendent
Hamilton County Schools
3074 Hickory Valley Rd
Chattanooga TN 37421

Re: Retainer Agreement with Gowan Public Strategy

Dear Dr. Robertson:

Gowan Public Strategy appreciates the opportunity to provide government relations services to Hamilton County Schools (HCS) in Tennessee. Gowan Public Strategy is dedicated to delivering the highest level of service to help you achieve your goals. This agreement outlines the terms under which that representation will take place.

You have engaged Gowan Public Strategy to provide government relations services on public education issues in Tennessee for the period from September 1, 2026, through August 31, 2027. Gowan Public Strategy will provide legislative and state administrative advocacy, including, but not limited to, tracking legislation, representing HCS's interests in the legislative process, exploring legislative opportunities to advance HCS's policy goals, monitoring the actions of the State Board of Education, and providing timely updates to HCS.

In exchange for these services, HCS has agreed to pay Gowan Public Strategy $40,000. Gowan Public Strategy will send invoices for $10,000 on September 1, 2026, December 1, 2026, March 1, 2027, and June 1, 2027.

The above reflects our agreement. Please sign this agreement and return a copy for our files. Gowan Public Strategy looks forward to continuing to work with you.

Please never hesitate to contact me if Gowan Public Strategy can assist Hamilton County Schools in any way.

Sincerely,

Robert Gowan,

_____ _____

For Hamilton County Schools Date

HAMILTON COUNTY SCHOOLS

3074 Claude Ramsey Parkway
Chattanooga, TN 37421

To: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

From: Shannon Moody, Chief of Staff

Date: August 13, 2026

Subject: Policy Revisions, 1st and Final Read

Board Agenda Category:

- ☐ Consent Agenda
- ☑ Action Item
- ☐ Reports and Information

The Administration, in consultation and under the advisement of the Board's attorneys, has reviewed and recommended the following policies for a first and final reading.

POLICY #	**POLICY TITLE**
6.203	School Admissions

Opportunity 2030 Commitment Connection

- ☑ Every Student Learns
- ☑ Every Student Belongs
- ☐ Every School Equipped
- ☐ Every Employee Valued
- ☑ Every Community Served

Hamilton County Board of Education

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in 4th Quarter	**School Admissions**	**6.203**	**06/20/13**
		Rescinded:	Revised: **08/13/26**

Any student entering school for the first time must present:

1. A birth certificate or officially acceptable evidence of date of birth at the time of registration;

2. Evidence of a current medical examination.[1] There shall be a complete medical examination of every student entering school for the first time. This applies to every student entering schools for the first time;

3. Evidence of state-required immunization; [2]

4. Proof of residence;

5. In the case of a child not living with both parents:
   a. If the child lives with a divorced parent, a copy of the parenting plan; or
   b. If the child lives with a custodian or guardian, a copy of an appropriate court order; or

   c. If the child lives with an appointed caregiver, a properly executed power of attorney setting forth some extreme hardship that renders the parent or guardian unable to care for the child; provided that the school administration shall have the authority to inquire into the validity of the hardship and the residence of the caregiver; and further provided that the Superintendent of Schools or his designee shall have final authority to determine the validity of any power of attorney.

Students will be enrolled in the name that appears on their birth certificate or certificate of birth by adoption if the adoption occurs prior to student's school registration. Name changes due to marriage or court order will be entered on the student's record upon receipt of appropriate documents. [4] If the parent does not have or cannot obtain a birth certificate, then the name used on the records of such student will be the same as that shown on documents which are acceptable to the school principal as proof of date of birth.[5]

A student may transfer into the school system at any time during the year if his/her parent(s) caregiver or legal guardian moves his/her residence into the school district. Students may be disenrolled if the parent/caregiver/guardian gives a false address.

Unless a student enrolls in a school of choice, e.g., magnet school, open enrollment school, or charter school, the student will be assigned to the appropriate school based upon the Board of Education's zoning plan and the actual residence of the student's custodial parent, caregiver, or legal guardian. If the

student's parents, caregiver, or guardians have joint custody or some other arrangement whereby the student occupies more than one residence during the course of a month, then the student will be assigned to a school based upon the residence where the student spends most of the school nights during any given month. In the case of a hardship, the parent, caregiver, or guardian may appeal the assignment to the Director of Schools or his/her designee whose decision shall be final. In the case of a child who spends an equal number of school nights with each parent, the parents shall designate which residence shall be used for purposes of determining school assignment.

With the exception of charter schools, ~~W~~when a student enrolls in a school of choice, that student commits to attending that school for the entire school year. Absent unusual circumstances, the student may not withdraw from a school of choice before the end of the school year and enroll back into his or her zoned school. In the case of a hardship, the parents, caregiver, or guardians may ask the Superintendent of Schools or his/her designee to waive this policy. The Director of School's or his/her designee decision shall be final.

Parents of students who enter school who have been judged delinquent for an offense involving murder, rape, robbery, kidnapping, aggravated assault, reckless endangerment, or aggravated sexual battery in Tennessee or any other state shall notify the principal in writing. Parents of students who enter school who have been judged delinquent for an offense involving voluntary manslaughter, criminally negligent homicide, sexual battery by an authority figure, statutory rape by an authority figure, prohibited weapon, unlawful carrying or possession of a firearm, carrying weapons on school property, carrying weapons on public recreational buildings and grounds. handgun possession or providing handguns to juveniles in Tennessee shall notify the principal in writing. This information shall be shared only with school employees who have responsibility for classroom instruction of the student. Such information is otherwise confidential and shall not be released to others except as required by law. The written notification shall not become a part of the student's record.[4]

Legal References

1. TCA 49-6-3008(b)
2. TRR/MS 0520-1-3-.08(2)(a)
3. TCA 49-6-5004(a)
4. TCA 49-6-5001(c)
5. TCA 49-6-5106

Cross References

Student Transportation Management 3.400
Homeless Students 6.503
Students in Foster Care 6.505

HAMILTON COUNTY SCHOOLS

3074 Claude Ramsey Parkway
Chattanooga, TN 37421

To: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

From: Mary Ellen Heuton, CPA – Chief Financial Officer

Date: August 13, 2026

Subject: Approval of School Fees for Chattanooga High Center for Creative Arts Program

Board Agenda Category:

- ☐ Consent Agenda
- ☑ Action Item
- ☐ Reports and Information

Board approval is needed to allow schools to charge fees to students.

Principal Jill Levine reached out requesting a revision of the 2026-27 fees that were requested for Chattanooga High Center for Creative Arts. Originally, the program did not request any fee amount for High School Volleyball for next school year, due to a change in circumstance regarding a co-op program. Principal Levine respectfully requests authorization to ask for the $50 High School Volleyball participation fee to cover expenses related to uniforms, paying officials and equipment needed for this athletics team to operate.

This fee request is in line with what other schools were approved to request for the 2026-27 school year at the March 12, 2026 board meeting.

Recommendation: It is recommended that the Board approve the revised school fee request for Chattanooga High Center for Creative Arts.

Opportunity 2030 Commitment Connection

- ☐ Every Student Learns
- ☑ Every Student Belongs
- ☐ Every School Equipped
- ☐ Every Employee Valued
- ☐ Every Community Served

HAMILTON COUNTY SCHOOLS

3074 Claude Ramsey Pkwy.
Chattanooga, TN 37421

To: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

From: Dr. Blake Freeman, Chief Academic Officer

Date: August 13, 2026

Subject: 2026-27 Assessment Plan - Board Policy 4.700

Board Agenda Category:

- ☐ Consent Agenda
- ☑ Action Item
- ☐ Reports and Information

Board Policy 4.700 - Testing Programs requires the administration to present a summary of all district-level assessments, including purpose, grade level, frequency, and instructional use, which shall be submitted to the Board of Education annually by July 1 for formal approval. Additionally, any assessment beyond those required by the State of Tennessee and an approved single annual benchmark must be formally approved by the Board before implementation.

The 2026-27 assessment plan was initially presented on June 18th with a decision to table a vote on approval until the July board meeting. At the Board meeting on July 16th, the Board voted to allow the district to administer 4 benchmark assessments per year and tabled the final assessment plan for further discussion in August. The attached document provides the assessment implementation plan the district is seeking final approval on.

Opportunity 2030 Commitment Connection

- ☑ Every Student Learns
- ☐ Every Student Belongs
- ☐ Every School Equipped
- ☐ Every Employee Valued
- ☐ Every Community Served

HAMILTON COUNTY SCHOOLS

2026-2027 Assessment Plan

Overview:

Board Policy 4.700 - Testing Programs requires the administration to present a summary of all district-level assessments, including purpose, grade level, frequency, and instructional use, which shall be submitted to the Board of Education annually by July 1 for formal approval. Additionally, any assessment beyond those required by the State of Tennessee and an approved single annual benchmark must be formally approved by the Board before implementation

During the 2026 Legislative Session, Tennessee adopted legislation written in consultation with the Hamilton County Board of Education that would allow participation in a pilot that would allow for the reduction of assessments across screeners and benchmarks to a total of no more than 3 assessments in Math and ELA for students who score above the 40th percentile. It is HCS' intent to be a part of the pilot for the 2027-2028 school year.

During the July 2026 Board meeting, the Board voted to limit benchmark assessments in the 2026-2027 school year to no more than 4 assessments total and to table the final assessment plan discussion to August.

HCS Assessment Plan:

Given this information, HCS recommends **2 benchmark assessments in ELA and 2 benchmark assessments in math** for a total of 4 benchmark assessments.

Grade Band	ELA	Math	Science	Soc. Studies
K-2 *no benchmark K-2	Aug - Screener Dec - Screener April - Screener	Aug - Screener Dec - Screener April - Screener		
3-5 *if in pilot, reduced screeners for students 40th %ile or above in FY28	Aug - Screener Nov - Benchmark 1 Jan - Screener Feb - Benchmark 2 April - Screener	Aug - Screener Nov - Benchmark 1 Jan - Screener Feb - Benchmark 2 April - Screener		
6-8 *FY27 6th grade requires screening 3xs per year *same pilot info for 6th FY28.	Aug - Screener* Nov - Benchmark 1 Feb - Benchmark 2	Aug - Screener* Nov - Benchmark 1 Feb - Benchmark 2		
9-12 Only taken if enrolled in one of the 7 tested courses	Nov - Benchmark 1 Feb - Benchmark 2 Eng 1 Eng 2	Nov - Benchmark 1 Feb - Benchmark 2 Alg 1 Geom Alg 2		

*Red = Universal Screener required by the Tennessee Department of Education

*Blue = Universal Screener required by the TDOE, but may be waived in FY28 for students scoring above the 40th percentile if HCS is accepted into the state pilot program.

HAMILTON COUNTY SCHOOLS

2026-2027 Full Assessment Overview

Tennessee State Required Assessments	
Test Name	**Frequency**
TCAP Achievement 3-8 & EOC Required for all students, grades 3-EOC. One test with multiple subparts per course/subject in ELA, Math, Science, and Social Studies.	3rd-11th: 1x per year
US Civics Assessment 11th and 12th graders. A passing score of 70% or better is required for graduation and students will have multiple chances to pass.	Until Passing
Universal Screeners Math and ELA. Skills-based and nationally normed.	K-5: 3xs per year 6-8: 1x per year
Progress Monitoring RTI Tier 3: Required for students falling below the 10th percentile nationally	Ongoing - every 1-2 weeks
ACT 11th and 12th graders. Required 1x, offered without cost 2x - Must take the ACT to graduate	2xs between 11th & 12th grade
Dual Enrollment Only students enrolled in DE courses	One per course
Statewide Dual Credit Only students enrolled in SDC courses	One per course
LDC Exams Only students enrolled in LDC courses	One per course
DLM-Kite/TCAP alt (SPED) Required for students in special education programs that do not take the ACH or EOC assessments (Grades 3-8, 10 & 11)	2x per year for ELA and Math 1x per year for Science & SS
ELPA21 (ELL) Required for students receiving or waived ELL services. Assesses English Language Proficiency. (Grades K-12) Possible pilot for ENL screener	1x per year
NAEP National Assessment of Educational Progress.	1x per year 7-9 select schools only; DOE determines
PISA Program for International Student Assessment. Very limited 1-2 schools/grades per year.	1x per year

Additional Assessments	
Test Name	**Frequency**
Benchmark Tests Given in grades 3-12 in ELA and math. Allows schools access to monitor and adjust.	2x per year
PSAT Optional. 11th graders, but 9th and 10th graders may take it for practice.	1x per year
IB Exams IB students only for IB credit	One per course
AP Exams Only students enrolled in AP courses looking for AP credit	One per course
Kindergarten Screener Readiness screener for all incoming K students	K: 1x per year
Course Exams	Ongoing
Classroom Tests	Ongoing

Assessment by grade band:

Elementary and Middle (K-8):

Required
- ACH Gr 3-8
- Universal Screener
- Progress Monitoring
- DLM-Kite/TCAP alt
- ELPA21

Additional
- Benchmark
- Classroom Tests
- Kindergarten Screener

High School (9-12):

Required
- EOC
- US Civics Assessment
- ACT
- Dual Enrollment
- Statewide Dual Credit
- Local Dual Credit
- DLM-Kite/TCAP alt
- ELPA21

Additional
- Benchmark
- Course Exams
- PSAT
- IB Exams
- AP Exams

*Blue = assessments that apply for all students.

HAMILTON COUNTY SCHOOLS

3074 Claude Ramsey Parkway
Chattanooga, TN 37421

To: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

From: Robert Sharpe, EdD, Chief Operations Officer
Justin Witt, Executive Director of Facilities

Date: August 13, 2026

Subject: Purchase Agreement and Joint Use of Facilities Agreement

Board Agenda Category:

- ☐ Consent Agenda
- ☑ Action Item
- ☐ Reports and Information

Hamilton County Schools is requesting Board approval of two related agreements with the YMCA. The Purchase and Sale Agreement provides for the district's purchase of the property for $2 million. The Joint Use and Facilities Agreement establishes how Hamilton County Schools and the YMCA will share, schedule, operate, and maintain facilities on the combined school and YMCA campus.

Together, these agreements establish a long-term partnership between Hamilton County Schools and the YMCA to benefit the students and families of the school community.

Please note that we are still waiting to receive some documentation and attachments from other parties to this agreement.

Opportunity 2030 Commitment Connection

- ☐ Every Student Learns
- ☐ Every Student Belongs
- ☑ Every School Equipped
- ☐ Every Employee Valued
- ☐ Every Community Served

PURCHASE AGREEMENT
(4138 Hixson Pike, Chattanooga, Tennessee)

This Agreement (the "**Agreement**"), dated as of _____, 2026 (the "**Effective Date**"), is between YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN CHATTANOOGA, a Tennessee nonprofit corporation (the "**Seller**"); HAMILTON COUNTY, TENNESSEE, a political subdivision of the State of Tennessee (the "**County**"); and HAMILTON COUNTY BOARD OF EDUCATION, an agency and instrumentality of Hamilton County, Tennessee ("**HCBE**" and, together with County, collectively, the "**Buyers**").

ARTICLE 1

PURCHASE AND SALE OF PROPERTY

Section 1.1 Property Sold. Seller agrees to sell to Buyers, and Buyers agree to purchase from Seller, subject to the terms, covenants and conditions set forth herein, the following property (the "**Property**"):

(a) **Real Property**. Fee simple title to that certain real property located at 4138 Hixson Pike in Chattanooga, Tennessee and more particularly described in **Exhibit** [•] attached hereto and made a part hereof (the **"Land"**), together with (i) the existing building (the "**Building**"), fixtures, parking lots, sidewalks, landscaping and other improvements located thereon, (the "**Improvements**"), and (ii) all of Seller's right, title and interest in and to all rights, benefits, privileges, easements, tenements, hereditaments and rights-of-way relating to the Land and/or Improvements (the **"Appurtenances"**; the Land, Improvements and Appurtenances are collectively referred to herein as the **"Real Property**").

(b) **Licenses/Permits.** All licenses, permits, and authorizations now or hereafter owned by Seller and relating to operation or ownership of the Real Property.

Section 1.2 Subdivision. The Purchasers have engaged a licensed surveyor to prepare and process for approval a subdivision plat subdividing the Land into two separate parcels: (a) the parcel containing the Building footprint and the minimum curtilage surrounding such Building as required by applicable governmental authorities for subdivision approval (the "**Building Parcel**"), and (b) the remaining parcel comprised of the Land (the "**Land Parcel**"). The subdivision plat (the "**Subdivision Plat**") substantially in the form attached hereto as **Exhibit** [•] and incorporated herein, shall be prepared, submitted for approval and recorded in the Register's Office of Hamilton County, Tennessee, after Closing upon completion of the sewer connection required for recordation by the final approval of the Subdivision Plat by the applicable governmental authorities. Seller shall cause the surveyor to provide separate legal descriptions for the Building Parcel and the Land Parcel for use in the deed and the leases described herein subject to revisions which may be required to conform to the final approved and recorded Subdivision Plat.

Section 1.3 Purchase Price. The purchase price for the Property is Two Million Dollars and 00/100 ($2,000,000.00) (the "**Purchase Price**"). The Purchase Price will be paid to the Seller in cash at the Closing hereunder (as defined below).

Section 1.4 Liquidated Damages. If Buyers terminate this Agreement for any reason other than Good Cause (as defined in in Section 4.1), or if Buyers otherwise fail to close without Good Cause, Buyers shall pay Seller liquidated damages of Twenty-Five Thousand Dollars ($25,000.00) (the "**Liquidated Damages**") within ten (10) business days after such termination or failure to close. The parties acknowledge that (a) Seller will incur significant costs and damages if this transaction fails to close due to Buyers' termination or default without Good Cause, (b) the actual amount of such damages would be difficult to calculate with precision, and (c) the Liquidated Damages represent a good faith estimate of such damages and are not intended as a penalty. Upon Buyers' payment of the Liquidated Damages, such payment shall be Seller's sole and exclusive remedy for such termination or failure to close, both parties shall be released from all further obligations under this Agreement (except obligations that expressly survive termination), and Seller waives any right to seek specific performance or other damages against Buyers; provided, however, that Seller's receipt and acceptance of Liquidated Damages will not prejudice, waive or in any manner affect any and all remedies available at law, in equity, or hereunder with respect to enforcing Buyers' obligations under Sections 3.4 and (only in connection with enforcement of Buyers' obligations under Section 3.4) 12.3[1], which shall survive such cancellation. This Section 1.4 shall survive termination of this Agreement.

ARTICLE 2

Section 2.1 Intentionally Blank.

ARTICLE 3

REVIEW AND INSPECTIONS

Section 3.1 Contingency Period. The period of time commencing on the Effective Date and ending at 5:00 pm New York time on the date which is sixty (60) days after the Effective Date is referred to herein as the "**Contingency Period**".

Section 3.2 Buyers' Inspections and Review. During the Contingency Period, and upon no less than two (2) business days advance written notice to Seller (or such shorter period of time as may be approved by Seller), Buyers or their agents may make inspections, tests, surveys, audits or reviews of the Property, all at Buyers' sole cost and expense. During the Contingency Period, Buyers shall also apply for and seek to obtain any third-party approvals, conduct zoning inspections, and pursue any other governmental or regulatory approvals or clearances that Buyers deem necessary or desirable for their intended use of the Property. Buyers shall have the right to extend the Contingency Period for up to an additional ten (10) days upon written notice to Seller delivered prior to expiration of the initial Contingency Period, for the sole purpose of reviewing

[1] Note to draft – reference to track with obligations for attorneys' fees.

the Subdivision Plat and raising any objection to matters shown therein. Seller will allow Buyers' agents reasonable access, upon such prior notice, to the Property for said inspections. If Buyers terminate the Agreement (or Seller terminates based on Buyers' default), Buyers agree to repair any physical damage to the Property caused by Buyers' activities under this Section, which obligation of Buyers will survive any termination of this Agreement.

Section 3.3 Environmental Inspections. The inspections under Section 3.2 may include Phase I and Phase II environmental inspections of the Real Property, including sampling of soil, ground water or construction materials, provided that (a) Buyers provide Seller with a written scope of work at least five (5) business days in advance, (b) such work is performed by a qualified environmental consultant, and (c) Buyers restore any physical damage caused by such invasive testing. Buyers will deliver to Seller (at no cost to Seller) copies of all environmental reports prepared by or for Buyers.

Section 3.4 Entry. In connection with any entry by Buyers, or their agents, employees or contractors onto the Property, Buyers will give Seller reasonable advance notice of such entry in accordance with Section 3.2 and will conduct such entry and any inspections in connection therewith (a) during normal business hours, and (b) in compliance with all applicable laws, and (c) otherwise in a manner reasonably acceptable to Seller.

ARTICLE 4

PARTIES' RIGHTS TO CANCEL

Section 4.1 Good Cause Termination. Buyers may terminate this Agreement without penalty or liability upon written notice to Seller ("**Buyers' Cancellation Notice**") upon the occurrence of any of the following (a "**Good Cause Termination**"):

(a) Buyers terminate this Agreement on or before expiration of the Contingency Period pursuant to Section 3.2;

(b) Seller fails or is unable to cure a title defect in accordance with Section [6.2];

(c) The Subdivision Plat is not approved and recorded on or before Closing in accordance with Section 1.2;

(d) A casualty occurs and Buyers elect to terminate in accordance with Sections 7.1; or,

(e) Any other condition precedent to Buyers' obligation to close is not satisfied or waived in accordance with this Agreement.

Upon Seller's receipt of Buyers' Cancellation Notice, this Agreement shall terminate and the parties will be mutually released from all liabilities and obligations hereunder, save and except for any provisions that expressly, by the terms of this Agreement, survive termination.

Section 4.2 Termination Without Good Cause. If (a) Buyers fail to timely deliver a Buyers' Cancellation Notice pursuant to Section 4.1 prior to the expiration of the Contingency Period, or (b) Buyers elect to proceed to Closing following expiration of the Contingency Period, and thereafter Buyers fail or refuse to consummate the Closing as required under this Agreement, or (c) Buyers deliver written notice to Seller terminating this Agreement for any reason other than Good Cause, then Buyers shall be in default under this Agreement and Buyers shall pay to Seller the Liquidated Damages as set forth in Section 1.4. Upon Buyers' payment of the Liquidated Damages in accordance with Section 1.4 and this Section 4.2, the parties shall be mutually released from all further liabilities and obligations under this Agreement, save and except for any provisions that expressly, by the terms of this Agreement, survive termination.

Section 4.3 Intentionally Blank.

ARTICLE 5

WARRANTIES

Section 5.1 Representations and Warranties of Seller. Seller hereby makes the following representations and warranties to Buyers:

(a) Seller has been duly organized, is validly existing, and is in good standing in the State of its formation and is qualified to do business in the state in which the Property is located. Seller is a nonprofit charitable organization in which no part of the net earnings inures to the benefit of any private shareholder or individual and provides services benefiting the general welfare of the residents of Hamilton County, Tennessee, including, without limitation, by providing programs and services that may also benefit resident of other counties and communities. Seller has the power and authority to enter into this Agreement and to execute and deliver all documents which are to be executed and delivered by Seller at Closing and to perform its obligations hereunder.

(b) This Agreement has been, and all documents executed by Seller which are to be delivered to Buyers at Closing will be, duly authorized, executed and delivered by Seller, and this Agreement does not and such other documents will not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

(c) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended and any related regulations.

(d) To the best of Seller's knowledge, there is no litigation or governmental proceeding (including but not limited to any condemnation proceeding) pending or, threatened with respect to the Property.

(e) To the best of Seller's knowledge, there is no litigation or governmental proceeding pending or, threatened with respect to Seller or filed or threatened by Seller, which impairs Seller's ability to perform its obligations under this Agreement.

(f) Seller has not granted and has no knowledge of any right of first refusal, option to purchase, or other rights to obtain interest in the Property, which has not been waived or expired by its terms.

(g) To Seller's actual knowledge, there are no violations of any applicable zoning ordinance; land use restriction; building, fire, or safety code; or any other applicable rule, regulation, code, ordinance, statute, or law of any governmental agency involving the use or condition of the Property.

(h) To Seller's actual knowledge, no labor has been performed or material furnished for the Property for which Seller has not fully paid, or for which a mechanic's or materialman's lien or any other lien can be claimed by any person, party, or entity.

(i) There are no leases, licenses, or other occupancy agreements affecting the Property, and any prior leases have expired by their terms or been fully and expressly terminated, whether by judicial action or mutual written agreement, and no parties claim right to possess the Property.

(j) Except as may be set forth in any environmental reports to be provided to Buyers as part of the Property information, Seller has no actual knowledge of the presence or release of any hazardous substance on or from the Property or of any violation of environmental law.

(k) To Seller's knowledge, Seller is not a party to any easements, restrictions, or other rights or agreements affecting the Property, except as may be recorded in the land records where the Property exists.

(l) Seller is not the subject of any existing, pending, threatened or contemplated bankruptcy, solvency or other debtor's relief proceeding.

(m) Seller is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order of the President of the United States of America (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department, as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any law that is enforced or administered by the United States Office of Foreign Assets Control, and is not engaging in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation.

Each of the representations and warranties of Seller contained in this Section 5.1 is true as of the date of this Agreement, and will be deemed remade by Seller, and will be true in all material respects as of the Date of Closing, subject in each case to any Exception Matters (as defined below), and will survive Closing until the Warranty Expiration Date, as defined below.

Section 5.2 Enforcement. The representations and warranties set forth in Section 5.1 ("**Seller's Warranties**") will be void, ab initio, and will lapse and terminate if this Agreement terminates, or is terminated, under Sections 4.1, 4.2, or 7.1. If the Closing occurs, Seller's Warranties will survive the Closing hereunder, for the benefit of Buyers, for a period ending at 5:00 p.m. on the nine (9) month anniversary of the Date of Closing (the "**Warranty Expiration Date**"). No claim for a breach of any Seller Warranties, or the failure or default of a covenant or agreement of Seller that survives Closing, shall be actionable or payable unless the valid claims for all such breaches collectively aggregate more than Twenty Thousand and No/100 Dollars ($20,000.00), in which event only the amount of such claims in excess of Twenty Thousand and No/100 Dollars ($20,000.00) shall be actionable. Seller will not be liable or responsible in any circumstances for any indirect, special, consequential, incidental, exemplary, or punitive damages (including without limitation loss of revenue, loss of profits, or loss of goodwill) and Buyers hereby release and waive all claims for such damages. If, on or prior to the Warranty Expiration Date, Buyers have not notified Seller, in writing, of any claim Buyers have against Seller for breach of any of Seller's Warranties and commenced an action against Seller, Buyers will be forever barred and precluded from making a claim based upon any breach of the Seller's Warranties, and Seller will be deemed released from all liabilities and obligations with respect thereto.

Section 5.3 General Obligation Bond Financing. Seller acknowledges that Buyers may use General Obligation bond proceeds to build, develop, and/or improve the Property and the School Premises and that such use must not adversely impact the federal tax-exempt status of said bonds. Seller agrees that it will not take any action or fail to take any action that would reasonably be expected to adversely affect the tax-exempt status of any such bonds.

Section 5.4 No Liability for Exception Matters. As used herein, the term "**Exception Matter**" will refer to (i) a fact, circumstance, potential claim, or other matter disclosed to Buyers by Seller in writing before the Date of Closing or (ii) a fact, circumstance, potential claim, or other matter actually discovered by Buyers before the Date of Closing, that would make a representation or warranty of Seller contained in this Agreement untrue or incorrect. Buyers and Seller will promptly notify each other in writing of any Exception Matter of which either obtains knowledge before the Closing. If Buyers obtain knowledge of any Exception Matter before the Closing and Seller cannot cure such Exception Matter by the Closing (such that the representation or warranty giving rise to such Exception Matter will be true and correct at Closing), then Buyers may terminate this Agreement by written notice to Seller notwithstanding that the Contingency Period is expired (and all terms applicable to termination during the Contingency Period shall apply to such termination), but if Buyers nonetheless elect to proceed with the acquisition of the Property, Buyers will consummate the acquisition of the Property subject to and by accepting such Exception Matter and Seller will have no liability with respect to such Exception Matter, notwithstanding any contrary provision, covenant, representation or warranty contained in this Agreement.

Section 5.5 Seller's Knowledge. For purposes of Seller's Warranties whenever the phrase "to Seller's knowledge" or the "knowledge" of Seller or words of similar import are used, they will be deemed to mean and are limited to the current actual knowledge only of [•], and not any implied, imputed or constructive knowledge of such individual or of Seller; it being understood and agreed that such individual will have no personal liability in any manner whatsoever hereunder or otherwise related to the transactions contemplated hereby. Seller hereby represents and warrants to Buyers that [•] is the individual affiliated with Seller who has the most information related to

the Property, and there is no other individual affiliated with Seller with significant knowledge about the Property that [•] does not have.

Section 5.6 Representations and Warranties of Buyers. Buyers represent and warrant to Seller as follows:

(a) County is a political subdivision of the State of Tennessee, duly organized and validly existing under the laws of the State of Tennessee. HCBE is an agency and instrumentality of the County, duly organized and validly existing under the laws of the State of Tennessee. Each of County and HCBE has the legal power and authority to enter into this Agreement and to execute and deliver all documents which are to be delivered by Buyers to Seller at Closing and to perform their obligations hereunder. This Agreement has been, and all documents executed by Buyers which are to be delivered to Seller at Closing will be, duly authorized, executed, and delivered by the appropriate officials of County and HCBE in accordance with all applicable laws, regulations, and procedures governing each entity's authority to enter into real property transactions.

(b) Buyers represent and warrant to Seller that this Agreement and all documents executed by Buyers which are to be delivered to Seller at Closing do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Buyers are a party or to which Buyers are subject. There is no action or proceeding pending or, to Buyers' knowledge, threatened against Buyers which challenges or impairs Buyers' ability to execute or perform its obligations under this Agreement.

(c) Buyers are not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order of the President of the United States of America (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department, as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any law that is enforced or administered by the United States Office of Foreign Assets Control, and is not engaging in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation.

Section 5.7 Buyers' Independent Evaluation. As of the expiration of the Contingency Period, Buyers will have, or will have had ample opportunities to have, to the extent Buyers deem necessary:

(a) Examined and inspected the Property and will know and be satisfied with the physical condition, quality, quantity and state of repair of the Property in all respects, and by proceeding with this transaction following the expiration of the Contingency Period will be deemed to have determined that the same is satisfactory to Buyers, except with respect to any matters to which an investigation would not

reveal facts and that Seller has expressly represented and warranted under this Agreement;

(b) Reviewed the Commitment (as defined in Section 6.1), and Buyers, by proceeding with this transaction following the expiration of the Contingency Period, will be deemed to have determined that the same and the information and data contained therein and evidenced thereby are satisfactory to Buyers;

(c) Reviewed all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relating to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property, and Buyers, by proceeding with this transaction following the expiration of the Contingency Period, will be deemed to have determined that the same are satisfactory to Buyers; and

(d) Investigated, examined and approved the presence or absence of Hazardous Materials (as defined below) in, on or under the Real Property, and the presence of lead-containing dust in the building, which investigations, examinations or audits will be performed or arranged by Buyers, at Buyers' sole expense, prior to the end of the Contingency Period. For purposes of this Agreement, "Hazardous Materials" will mean inflammable explosives, radioactive materials, asbestos, asbestos–containing materials, polychlorinated biphenyls, lead, lead-based paint, radon, under and/or above ground tanks, hazardous materials, hazardous wastes, hazardous substances, mold, oil, or related materials, which are listed or regulated in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 6901, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C. Section 1401, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), or any other applicable federal, state or local laws (collectively, "**Environmental Laws**").

Nothing contained in this Section 5.7 shall be construed to relieve Seller of any misrepresentations made in this Agreement.

Section 5.8 AS-IS. EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES IN SECTION 5.1 OF THIS AGREEMENT AND SELLER'S CLOSING DOCUMENTS, THIS SALE IS MADE WITHOUT REPRESENTATION, COVENANT, OR WARRANTY OF ANY KIND (WHETHER EXPRESS OR IMPLIED) BY SELLER. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, BUYERS AGREE TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY, ALL OF WHICH SELLER HEREBY DISCLAIMS. EXCEPT FOR SELLER'S WARRANTIES MADE HEREIN AND IN SELLER'S CLOSING DOCUMENTS, NO WARRANTY OR REPRESENTATION IS MADE BY SELLER AS TO FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, CONDITION, OPERATION OR INCOME,

COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS, ABSENCE OF DEFECTS, ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, THE PRESENCE OF LEAD-CONTAINING DUST, ABSENCE OF FAULTS, FLOODING, OR COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT (INCLUDING, WITHOUT LIMITATION, THE ADA). BUYERS ACKNOWLEDGE THAT BUYERS HAVE ENTERED INTO THIS AGREEMENT WITH THE INTENTION OF MAKING AND RELYING UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PROPERTY.

ARTICLE 6

TITLE MATTERS

Section 6.1 Commitment. Seller, promptly following the Effective Date, will deliver to Buyers, at Buyers' sole cost and expense, a commitment for an ALTA Owner's Policy of Title Insurance, Standard Form B (the "**Commitment**") issued by the Cumberland Title & Guaranty Company, LLC (the "**Title Company**"), covering the Property in the amount of the Purchase Price and Contribution, with such endorsements as required by Buyers. The Commitment shall show the status of title to the Real Property and all exceptions, including liens, encumbrances, easements, restrictions, rights-of-way, covenants, reservations and other conditions, if any, affecting the Property, together with legible copies of all documents affecting the Property and referred to in the Commitment. The parties acknowledge and agree that the reversion of the Building Parcel and the rights of first refusal set forth in the Reversion and Rights of First Refusal Agreement constitute permitted encumbrances and shall be reflected on the Commitment.

Section 6.2 Title Objections. If the Commitment shows exceptions or defects to which the Buyers do not consent, Buyers will provide Seller with written notice of the objections to title raised by such matters within fifteen (15) days after Buyers' receipt of the Commitment or the expiration of the Contingency Period, whichever occurs later. Buyers' failure to make such objections within said period will constitute a waiver by Buyers of any objections to the marketability of title; provided that Buyers will be permitted to raise as title objections (within five (5) business days of Buyers' notification thereof) matters affecting title which Buyers first become aware of by an amendment, update or continuation of the Commitment. If Buyers timely provide written notice to Seller of objections to title as disclosed by the Commitment, then Seller may elect (but shall have no obligation to), by written notice to Buyers within thirty (30) days after Buyers' notification, to cure such objections, in which event Seller shall cure the same at or before Closing. In the event Seller fails to timely give notice to Buyers of Seller's intention to cure such objections, Seller shall be deemed to have elected not to cure such objections. Seller will be deemed to have duly cured any such defects in title if Seller causes the Title Company to agree to provide Buyers, at Closing (at no cost to Buyers), with specific title insurance insuring Buyers over any loss occasioned by such defects, pursuant to an endorsement or other affirmative coverage satisfactory to Buyers. If Seller elects (or is deemed to have elected) not to cure such title defects, then this Agreement will be voidable, at Buyers' option, upon written termination notice to Seller given within fifteen (15) days after receipt of Seller's written election (or deemed election). In the event Buyers fail to timely deliver such termination notice, Buyers' shall no longer have a right to terminate this Agreement pursuant to this Section [6.2].

ARTICLE 7

RISK OF LOSS AND INSURANCE PROCEEDS

Section 7.1 Casualty. (a) The risk of loss or damage or destruction to the Property by fire or other casualty is assumed by Seller until the Closing. In the event such casualty results in damage to the Property in the amount of Six Hundred Thousand Dollars ($600,000.00) or more (a "**Major Casualty**"), Buyers will have the option, exercisable within fifteen (15) days of Seller's notice, of either (i) declaring this Agreement terminated in which event all rights of Buyers hereunder and to the Property will terminate and neither Seller nor Buyers will have any further claim against the other (except for claims under Sections 3.2 and 3.4, which will survive), or (ii) closing title in accordance with this Agreement and paying in full the Purchase Price and making the full Contribution, without any abatement thereof or claim against Seller for such loss or damage, and accepting an assignment, without recourse, of Seller's rights, if any, to any payments to be made under any applicable hazard insurance policies together with any payments under such policies made to Seller prior to the Closing and not expended to repair or replace such loss, damage or destruction. If Buyers will have failed to timely make an election pursuant to the foregoing sentence, Buyers will be deemed to have elected to proceed with the purchase of the Property in accordance with (ii) above. This paragraph will govern to the extent inconsistent with any applicable law.

(b) In the event of a casualty which is not a Major Casualty, Seller may at Seller's option (i) repair the Property prior to Closing, in which event all insurance proceeds shall belong to Seller, or (ii) not repair the Property prior to Closing, in which event Seller shall assign and convey unto Buyers all of Seller's rights, if any, to receive payments to be made under any applicable hazard insurance policies, together with any payments under such policies made to Seller prior to the Closing and not expended to repair or replace such loss, damage or destruction.

ARTICLE 8

BROKERS

Section 8.1 Warranty. The parties represent and warrant to each other that no broker or finder was instrumental in arranging or bringing about this transaction.

ARTICLE 9

OPERATIONS

Section 9.1 Ongoing Operations. During the pendency of this Agreement, but subject to the limitations set forth below, (i) Seller will carry on its businesses and activities relating to the Property substantially in the same manner as it did before the date of this Agreement, and (ii) Seller will maintain property and commercial general liability insurance policies with respect to the Property, with the same coverage and limits as carried by Seller on the Effective Date.

Section 9.2 New Contracts. Following the Effective Date, without the prior consent of the Buyers, Seller will not enter or amend any contract that could create an obligation affecting

the Property subsequent to the Closing or record (or permit to be recorded) any easement, covenant, or restriction affecting the Property.

ARTICLE 10

CONCURRENT TRANSACTION DOCUMENTS

Section 10.1 Building Parcel Leaseback. At Closing, Buyers, as landlord, and Seller, as tenant, shall execute and deliver a triple-net lease of the Building Parcel (the "**YMCA Lease**") substantially in the form attached hereto as **Exhibit** [•] and incorporated herein.

Concurrent with the execution and delivery of the YMCA Lease at Closing, Buyers and Seller shall execute and deliver a memorandum of YMCA Lease, in recordable form and otherwise reasonably acceptable to both parties.

Section 10.2 Joint Use Agreement. At Closing and pursuant to the YMCA Lease, Buyers and Seller shall enter into a joint use and facilities agreement (the "**Joint Use Agreement**") substantially in the form attached hereto as **Exhibit** [•] and incorporated herein.

Concurrent with the execution and delivery of the Joint Use Agreement at Closing, Buyers and Seller shall execute and deliver a memorandum of the Joint Use Agreement, in recordable form and otherwise reasonably acceptable to both parties.

Section 10.3 Reversion and Rights of First Refusal Agreement. At Closing, Buyers and Seller shall execute and deliver a reversion and rights of first refusal (the "**ROFR and Reversion Agreement**") substantially in the form attached hereto as **Exhibit** [•] and incorporated herein.

Concurrent with the execution and delivery of the ROFR and Reversion Agreement at Closing, Buyers and Seller shall execute and deliver a memorandum of ROFR and Reversion Agreement, in recordable form and otherwise reasonably acceptable to both parties. The parties acknowledge and agree that the rights and obligations set forth in the ROFR and Reversion Agreement are intended to run with and burden or benefit, as applicable, the Building Parcel and/or the Land Parcel and to bind and inure to the benefit of the respective successors and assigns of Buyers and Seller.

Section 10.4 Gymnasium Leaseback. At Closing, Seller, as landlord, and HCDE, as tenant, shall execute and deliver a lease of the gymnasium located on the Building Parcel (the "**Gym,**" and the "**Gym Lease**") to be effective _____ __, 202_, and substantially in the form attached hereto as **Exhibit** [•].

Concurrent with the execution and delivery of the Gym Lease at Closing, Buyers and Seller shall execute and deliver a memorandum of Gym Lease, in recordable form and otherwise reasonably acceptable to both parties.

Section 10.5 Effect And Priority Of Concurrent Documents. This Agreement and the other Concurrent Documents described in this Article X are executed as part of a single integrated transaction and shall be construed together.

(a) If a conflict exists among the Concurrent Documents before the Closing Date, the following order of precedence shall apply: (A) this Agreement, (B) the Joint Use Agreement; (C) the exhibits and schedules thereto; and, (D) the remaining Concurrent Documents, unless a particular document expressly states otherwise.

(b) If a conflict exists among the Concurrent Documents after the Closing Date, the following order of precedence shall apply: (A) the Joint Use Agreement; (B) the exhibits and schedules thereto; (C) the Lease; and, (D) the remaining Concurrent Documents, unless a particular document expressly states otherwise.

ARTICLE 11

CLOSING

Section 11.1 Closing Date. Provided that all conditions thereto have been satisfied, the consummation of the sale and purchase contemplated hereby will be held on or before [4:00 pm New York] time on the date which is ten (10) days after the expiration of the Contingency Period. The Closing will take place [by mail] through [an escrow established with the Title Company]. The date of Closing is herein referred to as the "**Date of Closing**" or the "**Closing.**"

Section 11.2 Conditions to Close. In addition to all other terms, conditions, covenants, representations, warranties, and obligations set forth elsewhere in this Agreement, the obligations of Buyers to consummate the transactions contemplated by this Agreement and to proceed to Closing are subject to the satisfaction (or waiver by Buyers in writing) on or before the Date of Closing of each of the following conditions precedent (collectively, the "**Closing Conditions**"):

(a) Buyers' intended use of the Property includes the combined use of the Property with the adjacent property commonly known as Dupont Elementary School, located at 4143 Hixson Pike, Chattanooga, Tennessee (the "**School Premises**"). The following conditions must be satisfied on or before the Date of Closing: (i) Buyers shall have completed, at Buyers' sole cost and expense, a traffic study addressing the combined use of the Property and the School Premises (the "**Traffic Study**"), and Buyers shall have determined, in Buyers's reasonable discretion, that the results of the Traffic Study are acceptable for Buyers' intended use of the Property; (ii) all necessary governmental authorities having jurisdiction, including without limitation, the City of Chattanooga and the Tennessee Department of Transportation ("**TDOT**") shall have approved in writing all traffic control devices which are necessary or required for Buyers' planned combined use of the Property and the School Premises; and (iii) Buyers shall have received evidence, in form and substance satisfactory to Buyers in Buyers' reasonable discretion, demonstrating that all criteria contained in the TDOT traffic signal warrant for the installation of a traffic signal or signals suitable for Buyers' intended use of the Property have been satisfied or can be satisfied prior to Buyers' occupancy of the Property.

(b) The Tennessee State Fire Marshall shall have approved in writing the planned combined use of the Property and the School Premises for Buyers'

intended use, and such approval shall be in full force and effect as of the Date of Closing.

(c) The zoning classification applicable to the Property as of the Date of Closing shall permit (i) the use of the Property as a public school, and (ii) the leasing of the Building Parcel to Seller pursuant to the YMCA Lease to be executed at Closing by Buyers and Seller. Buyers shall have received written confirmation from the applicable zoning authority, in form and substance reasonably satisfactory to Buyers, evidencing such permitted uses.

(d) The existing culvert serving or located on or adjacent to the Property (the "**Culvert**") shall (i) be repaired by TDOT in full on or before the Date of Closing, or (ii) Buyers shall have received written confirmation from TDOT, in form and substance satisfactory to Buyers in Buyers' sole discretion, that such repair will be completed within a reasonable time period after Closing as determined by Buyers, together with such assurances, agreements or commitments from TDOT as Buyers may reasonably require to ensure completion of such repair.

(e) This Agreement and the transactions contemplated hereby shall have been approved by each of the following: (i) the Hamilton County Commission, (ii) the Hamilton County Board of Education, and (iii) the Board of Directors of the Young Men's Christian Association of Metropolitan Chattanooga (the "**YMCA Board**"). Evidence of such approvals, in the form of resolutions, meeting minutes, or other written documentation reasonably satisfactory to Buyers and Seller, shall be delivered to the Title Company on or before the Date of Closing.

(f) On or before the Date of Closing, Buyers and Seller shall have agreed upon, and at Closing shall execute and deliver, each of the documents referenced in Article X. Execution and delivery of all such documents by both Buyers and Seller shall be a condition precedent to Buyers' and Seller's respective obligations to consummate Closing.

Section 11.3 Procedures Relating to Closing Conditions.

(a) If any Closing Condition is not satisfied or waived by the Date of Closing, Buyers may terminate this Agreement by written notice to Seller on or before the Date of Closing, in which event the parties shall be released from further obligations (except for provisions that survive termination). Buyers' failure to terminate shall be deemed a waiver of the unsatisfied Closing Condition(s).

(b) Buyers shall use commercially reasonable efforts to satisfy all Closing Conditions. All costs for satisfying Closing Conditions (excluding the cost of repair of the Culvert by TDOT as provided in Section 11.2(d)) shall be borne by Buyers.

Section 11.4 Seller's Closing Documents. Seller shall deliver to Buyers at Closing all of the following items:

(a) A properly executed and acknowledged recordable warranty deed (the **"Deed**") from Seller in the form attached hereto as **Exhibit** [•] conveying title to the Real Property.

(b) Seller's properly executed affidavits in the customary form pertaining to liens, judgments, mechanic's and materialmen's liens, bankruptcies, brokerage fees, etc. which affect the Property.

(c) A W-9 form.

(d) The YMCA Lease and memorandum of YMCA Lease, duly executed by Seller as tenant.

(e) The Gym Lease and memorandum of Gym Lease, duly executed by Seller as landlord.

(f) The Joint Use Agreement, duly executed by Seller.

(g) A memorandum of Reversion and Right of First Refusal Agreement, in recordable form, duly executed by Seller.

(h) Documents reasonably required by the Title Company to consummate the transaction contemplated hereby, including such documentation as the Title Company may reasonably require to evidence the authority of the Seller to convey the Property to Buyers.

Section 11.5 Buyers' Closing Documents. Buyers will deliver to Seller at Closing all of the following items:

(a) The payment required by Section 1.3 and Contribution required by Section 2.1 above, subject only to the prorations, credits and adjustments specified herein.

(b) The YMCA Lease and memorandum of YMCA lease, duly executed by Buyers as landlord.

(c) The Gym Lease and memorandum of Gym Lease, duly executed by Buyers as tenant.

(d) The Joint Use Agreement, duly executed by Buyers.

(e) A memorandum of Reversion and Right of First Refusal Agreement, in recordable form, duly executed by Buyers.

(f) Such other and further documentation reasonably required by the Title Company.

Section 11.6 Additional Recording Deliverables. At Closing, the parties shall cause the following to be properly recorded:

(a) The Deed.

(b) The Subdivision Plat.

(c) The memorandum of YMCA Lease.

(d) The memorandum of Gym Lease.

(e) The Joint Use Agreement.

(f) A memorandum of Reversion and Right of First Refusal Agreement.

Section 11.7 Closing Costs.

The following costs and expenses will be paid as follows in connection with the Closing:

(a) Seller will pay:

(1) The cost of preparation of the Deed.

(2) All title examination and commitment fees charged by the Title Company for issuance of the title commitment.

(3) Seller's attorneys' fees.

(4) One-half of the escrow fee charged by the Title Company.

(5) All State, County, and City transfer taxes payable upon delivery of the Deed.

(6) Such other costs as are allocated to Seller under this Agreement.

(b) Buyers will pay:

(1) Buyers attorneys' fees.

(2) The cost to obtain the Survey.

(3) Any filing or recording fee to record the Deed.

(4) One-half of the escrow fee charged by the Title Company.

(5) The cost of the title insurance premium.

(6) Such other costs as are allocated to Buyers under this Agreement.

Section 11.8 Taxes.

Applicable real estate taxes and any other assessments affecting the Property shall be prorated as of the Date of Closing.

ARTICLE 12

MISCELLANEOUS

Section 12.1 Notices. Any notices required or permitted to be given hereunder will be given in writing, signed by the party giving the same, and will be delivered (a) in person, (b) by a commercial overnight courier that guarantees next business day delivery and provides a receipt, or (c) except as otherwise provided herein below, by electronic mail (when sent to the email address of record and no delivery suspension or failure reply is received), and such notices will be addressed as follows:

To Seller:	Young Men's Christian Association of Metropolitan Chattanooga [•] Attention: Baron Herdelin-Doherty Phone: [•] Email: [•]
with a copy to:	Chambliss, Bahner & Stophel, P.C. 605 Chestnut Street, Ste 1700 Chattanooga, Tennessee 37450 Attention: Jim Catanzaro Phone: [•] E-mail: jcatanzaro@chamblisslaw.com
To Buyers:	Hamilton County, Tennessee Attn: Weston Wamp, Mayor 625 Georgia Avenue, Suite 208 Chattanooga, Tennessee 37402 Phone: 423-209-6100 By: Only as provided in Section 12.1(a) or (b) above.
with a copy to:	Hamilton County Attorney's Office Attn: Janie Parks Varnell, County Attorney 625 Georgia Avenue, Suite 204 Chattanooga, Tennessee 37402 Phone: 423-209-6449 Email: JanieV@hamiltontn.gov
with a copy to:	Abbott, Weiss, Faith & Darnell, PLLC

Attn: Barry L. Abbott
801 Broad Street, Suite 428
Chattanooga, Tennessee 37402
Phone: 423-265-8804
Email: Barry@AbbottWeiss.com

Hamilton County Board of Education
Dr. Justin Robertson
Superintendent
Hamilton County Dept. of Education
3074 Claude Ramsey Parkway
Chattanooga, Tennessee 37421
Email: Robertson_Justin@hcde.org
Phone: (423) 498.7080

with a copy to:

Bennett & DeCamp, PLLC
Attn: Scott Bennett
735 Broad Street, Suite 214
Chattanooga, Tennessee 37402
Phone: 423-498-3789
Email: dsb@bennettdecamp.com

To Title Company:

Cumberland Title & Guaranty Company, LLC
Attn: Mason Smith
200 E. Eighth Street
Chattanooga, Tennessee 37402
Phone: 423-643-4001
Email: msmith@ctandg.com

or to such other address as either party may from time to time specify in writing to the other party. Any notice, personally delivered, will be effective upon delivery. Any such communication, if sent via overnight recognized courier (e.g., FedEx, AirBorne) next day delivery as provided herein, will be deemed to have been received one (1) business day after mailing. Any such communication, if sent via electronic mail will be deemed to have been given and received on the day indicated on the electronic mail. If the last day of a period within which either party is required or allowed to provide a notice, demand, offer, election, acceptance or other communication hereunder should fall upon a Saturday, Sunday or legal holiday then, the next full business day will be included in such period and such notice, offer, demand, request or communication may be made and given on such next full business day. Notices may be delivered on behalf of the parties by their respective attorneys.

Section 12.2 Entire Agreement. This Agreement, together with the Exhibits and schedules hereto, contains all representations, warranties and covenants made by Buyers and Seller and constitutes the entire understanding between the parties hereto with respect to the subject

matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement together with the Exhibits and schedules hereto.

Section 12.3 Attorneys' Fees. If either party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, will pay any and all reasonable costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. This Section [•] shall survive termination of this Agreement or Closing.

Section 12.4 Assignment. Neither Seller nor any Buyers may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the party, and any purported assignment without such consent shall be null and void. No consent to an assignment shall release the assigning party from any of its obligations or liabilities hereunder unless expressly agreed in writing by the non-assigning party.

Section 12.5 Signatures in Counterparts and By Facsimile/E-mail. The undersigned agree that this instrument may be signed in any number of counterparts, each of which will constitute an original, and that a facsimile copy or e-mail copy of any signature of any party will be deemed as enforceable and effective as an original signature. All such counterparts together will constitute one and the same instrument.

Section 12.6 Governing Law. This Agreement is delivered in, relates to real property located in, and shall be governed by and construed according to the substantive laws and judicial decisions of State of Tennessee (regardless of the place of business, residence, location or domicile of the parties hereto or any of their constituent members, partners or principals). Each party hereby submits to personal jurisdiction in the State of Tennessee for the enforcement of this Agreement and hereby waives any claim or right under the laws of any other state or of the United States to object to such jurisdiction. If such litigation is commenced, each party agrees that service of process may be made by serving a copy of the summons and complaint upon each party, through any lawful means, including upon its registered agent within the State of Tennessee, whom each party hereby appoints as its agent for this purpose. The means of obtaining personal jurisdiction and perfecting service of process set forth above are not intended to be exclusive but are in addition to all other means of obtaining personal jurisdiction and perfecting service of process now or hereafter provided by applicable law. The provisions of this Section [•] shall survive the Closing or termination hereof.

Section 12.7 Confidentiality and Return of Documents. Buyers and Seller will each maintain as confidential any and all material obtained about the other or, in the case of Buyers, about the Property, this Agreement or the transactions contemplated hereby, and will not disclose such information to any third party except as set forth herein. Buyers will have the right to disclose information with respect to the Property to their officers, directors, employees, attorneys, accountants, environmental auditors, engineers, potential partners and lenders, and permitted assignees under this Agreement and other consultants to the extent necessary for Buyers to evaluate their acquisition of the Property provided that all such persons are told that such information is confidential and agree to keep such information confidential. If Buyers acquire the

Property from Seller, Seller and Buyers will have the right, subsequent to the Closing of such acquisition, to publicize the transaction provided Buyers will not use the name of Seller in any such press release without the express written consent of Seller. Notwithstanding the foregoing, Buyers are governmental entities subject to the Tennessee Open Records Act, the Tennessee Open Meetings Act, and other applicable open records, open meetings and similar laws (collectively, the "**Open Records Laws**"). Buyers' obligations under this Section [•] shall not be construed to (a) prevent or restrict Buyers from disclosing any information to the extent Buyers reasonably determine such disclosure is required by the Open Records Laws or other applicable law, regulation, court order or subpoena, or (b) require Buyers to withhold from disclosure, or to assert an exemption with respect to, any record or information in response to a public records request. To the extent permitted by the Open Records Laws, Buyers will use reasonable efforts to (i) notify Seller of any public records request that specifically seeks confidential information of Seller, and (ii) cooperate with Seller, at Seller's sole cost and expense, in seeking any available protection with respect to such information. Seller acknowledges that any information delivered to Buyers may be subject to disclosure under the Open Records Laws and that Buyers cannot and does not agree to withhold disclosure of any record in violation of such laws. Without otherwise limiting the foregoing: (x) this Section [•] shall not apply to any information obtained from third parties or available to the general public; nor (y) shall it apply to any and all disclosures required by law.

The provisions of this paragraph will survive the Closing or any termination of this Agreement.

Section 12.8 Interpretation of Agreement. The article, section and other headings of this Agreement are for convenience of reference only and will not be construed to affect the meaning of any provision contained herein. Where the context so requires, the use of the singular will include the plural and vice versa and the use of the masculine will include the feminine and the neuter. The term “person” will include any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, any other entity and any government or any department or agency thereof, whether acting in an individual, fiduciary or other capacity.

Section 12.9 Amendments. This Agreement may be amended or modified only by a written instrument signed by Buyers and Seller.

Section 12.10 No Recording. This Agreement, a memorandum of this Agreement, or any other document that would constitute an exception to Seller’s title shall not be recorded and the provisions hereof shall not constitute a lien on the Property, except in connection with a specific performance action to enforce this Agreement. In the event either Party encumbers title to the Property in violation of this Section [•], the other Party(ies) shall be entitled to recover payment by reasonable attorneys’ fees incurred in the enforcement of this section; provided, however in the event offending Party(ies) remove any encumbrance against title to such Property within ten (10) days after written demand from the other Party(ies), then no such payment shall become due.

Section 12.11 No Third-Party Beneficiary. The provisions of this Agreement are not intended to benefit any third parties.

Section 12.12 Intentionally Blank.

Section 12.13 Survival. Except as expressly set forth to the contrary herein, no representations, warranties, covenants or agreements of Seller contained herein will survive the Closing.

Section 12.14 Non-Imputation. Buyers hereby acknowledge that the obligations of Seller hereunder are those solely of Seller and not of its partners (direct or indirect), officers, directors, shareholders, members, managers, affiliates, agents or employees (collectively the "Seller Affiliates"). Buyers shall have no right to seek damages from, or allege a cause of action against, the Seller Affiliates. Buyers hereby agree that its sole recourse for any actions, claims, liabilities, damages and demands of every nature whatsoever, whether known or unknown, arising out of any matter in connection with this Agreement or the transactions contemplated hereby, to the extent specifically provided for in this Agreement, shall be to Seller's interest in the Property and Buyers specifically agree that neither Seller nor the Seller Affiliates shall ever be personally liable for any judgment or the payment of any monetary obligations to Buyers.

Section 12.15 Intentionally Blank.

Section 12.16 TIME IS OF THE ESSENCE. TIME SHALL BE OF THE ESSENCE in the performance by Buyers and Seller of all of their respective obligations hereunder.

Section 12.17 No Construction Against Drafter. The parties took an equal share in drafting this Agreement; therefore, no rule of contract construction that would operate to construe this Agreement or any part thereof strictly against the drafter shall be applied in any action or proceeding relating hereto.

Section 12.18 Business Days. If the due date for any notice or performance or the expiration date of any period falls on a weekend or federal holiday, then the due date or expiration date shall automatically be extended to the immediately following business day.

[Remainder of Page Intentionally Blank]

The parties hereto have executed this Agreement as of the date set forth in the first paragraph of this Agreement.

SELLER:

YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN CHATTANOOGA
a Tennessee nonprofit corporation

By: _____
Name:
Title:

BUYERS:

HAMILTON COUNTY, TENNESSEE
a subdivision of the State of Tennessee

By: _____
Name: Weston Wamp
Title: Mayor

HAMILTON COUNTY BOARD OF EDUCATION

By:_____
Name: Joe Smith
Title: Chairperson

By: _____
Name: Dr. Justin Robertson
Title: Superintendent, Hamilton County Department of Education

The Agreement has been received by the Title Company this _____ day of _____, 2026. By its execution of this Agreement, below, the Title Company hereby agrees to be bound by the terms hereof to the extent that the Agreement imposes duties upon the Title Company.

Cumberland Title & Escrow, LLC

By:_____

Name: Mason L. Smith

Title: President

EXHIBITS
TO
PURCHASE AGREEMENT

EXHIBIT A

Legal Description To be added

EXHIBIT B

FORM OF DEED

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JOINT USE & FACILITIES AGREEMENT

(4138 Hixson Pike / Dupont Elementary)

THIS JOINT USE & FACILITIES AGREEMENT (this "**Joint Use Agreement**") is made as of _____, 20___ (the "**Effective Date**"), by and between: HAMILTON COUNTY, TENNESSEE, a political subdivision of the State of Tennessee ("**HC**"), HAMILTON COUNTY BOARD OF EDUCATION, an agency and instrumentality of Hamilton County, Tennessee ("**HCBE**); collectively, "**County**"); and, herein joined by HAMILTON COUNTY DEPARTMENT OF EDUCATION ("**HCDE**"); and YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN CHATTANOOGA, a Tennessee nonprofit corporation ("**YMCA**"). County, HCDE and YMCA are hereinafter collectively referred to as "**Parties**".

RECITALS

A. YMCA and County are parties to that certain Purchase Agreement dated as of _____, 202[•] (the "**PSA**"), pursuant to which YMCA has agreed to sell, and County has agreed to purchase, that certain real property located at 4138 Hixson Pike, Chattanooga, Tennessee (the "**Property**"), as more particularly described in the PSA.

B. Concurrently with Closing under the PSA, County, as landlord, and YMCA, as tenant, will enter into that certain YMCA Lease (the "**YMCA Lease**") for the Building Parcel to be effective as of the Closing, and YMCA, as landlord, and HCDE, as tenant, will enter into that certain Gym Lease (the "**Gym Lease**") for the gymnasium on the Building Parcel, to be effective from and after September 1, 2054, in each case as contemplated in the PSA.

C. YMCA, County and HCDE are cooperating to jointly promote the health, wellness, and education of the community by making available and/or developing educational and athletic facilities for students, faculty, staff, YMCA members, and the broader community (the

"**Purpose**"), and this Joint Use Agreement implements a long-term, collaborative community project intended to maximize the public benefit of the combined school and YMCA campus as a shared asset for Hamilton County residents by defining the Parties' respective rights and obligations with respect to the joint use, operation, scheduling, and cost-sharing for the Property and the adjacent School Property (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

DEFINITIONS; RELATIONSHIP TO OTHER DOCUMENTS

1.1 Defined Terms. Capitalized terms used but not defined in this Joint Use Agreement shall have the meanings given to such terms in the PSA. Without limiting the foregoing, the following terms shall have the meanings set forth below:

(a) **"Building Parcel"** means Lot 1 as shown on the YMCA Subdivision Plat.

(b) "**Capital Improvements**" means any repair, replacement, alteration or improvement (i) that is required to be capitalized under generally accepted accounting principles; (ii) that is a major repair or replacement of structural components, roofs, building envelopes, or mechanical, electrical, plumbing, fire and life safety systems; or (iii) that has a useful life of more than one (1) year and a cost in excess of a threshold amount agreed in writing by the parties from time to time.

(c) "**Joint Use Committee**" has the meaning set forth in Section 9.1.

(d) **"Land Parcel"** means Lot 2 as shown on the YMCA Subdivision Plat.

(e) "**Non-School Hours**" means all times that are not School Hours or school scheduled events that have been approved and calendared under this Joint Use Agreement.

(f) "**Operating Costs**" means, with respect to any facility or area, the costs and expenses of operating, maintaining, repairing, cleaning, insuring and otherwise securing same, but excluding Capital Improvements, debt service, depreciation, and internal administrative overhead of either Party except as expressly included in this Joint Use Agreement.

(g) "**School Hours**" means Monday through Friday during the HCDE public school year and the hours of operation as set forth in a schedule furnished each school year to YMCA, as same may be reasonably modified from time to time by HCDE upon written notice to YMCA.

(h) "**School Reserved Facilities**" means those portions of the School Property designated on Exhibit B as reserved primarily for school use, including buildings, classrooms, school administration areas, school-only support areas, playgrounds, and such parking as is specifically designated on Exhibit B as reserved for school staff or visitors during School Hours, subject to YMCA's right to use certain portions thereof during Non-School Hours as set forth in this Joint Use Agreement.

(i) "**School Property**" means that certain real property shown in Lot 2 of the YMCA Subdivision Plat together with that certain real property commonly known as Dupont Elementary School, located at 4143 Hixson Pike, Chattanooga, Tennessee, together with all improvements thereon and more particularly described on Exhibit A-3 attached hereto.

(j) "**Shared Facilities**" means those portions of the Building Parcel, the Land Parcel and the School Property that are identified on Exhibit B as being available for joint or shared use by YMCA and HCDE, including, without limitation, (i) the gymnasium located within the building on the Building Parcel (the "**Gym**"), (ii) any multipurpose rooms, community rooms, common areas or similar program spaces designated as shared, (iii) shared parking areas, (iv) the athletic field(s) located on the Land Parcel or School Property (the "**Athletic Fields**") and any other outdoor play fields, courts, walking paths and common circulation areas so designated, and (v) such other areas as may be hereafter designated in writing by the Joint Use Committee as "**Shared Facilities,**" which Shared Facilities shall be reviewed and evaluated from time to time by the Joint Use Committee, but in no event less frequently than annually.

(k) **"YMCA LEASE"** means the triple-net lease for the Building Parcel executed at Closing by and between County, as landlord, and YMCA, as tenant.

(l) **"YMCA Subdivision Plat"** means the Hopkins Surveying Plat, YMCA Subdivision, Final Plat Lots 1 & 2, Drawing No 2026-88-2 dated 4/27/2026, as subsequently amended and recorded in the Register's Office of Hamilton County, Tennessee. A copy of the most recent subdivision plat is attached hereto as **Exhibit [.]** and incorporated and said Exhibit shall be replaced and substituted to this Agreement with the final recorded plat when the same has been recorded in the Register's Office of Hamilton County, Tennessee.

(m) "**YMCA Reserved Facilities**" means those portions of the Building Parcel designated on Exhibit B as reserved primarily for YMCA's use and operations, including YMCA member-only wellness and fitness space, locker rooms, YMCA administrative offices, and such other areas as may be identified on Exhibit B, including without limitation all access-controlled (keyed, locked, or key-pad controlled) rooms or spaces.

(n) "**YMCA Student Program**" has the meaning set forth in Section 5.5.

1.2 Relationship to PSA and Leases; Priority. This Joint Use Agreement is one of the Concurrent Documents referenced in PSA, including without limitation the YMCA Lease, the Gym Lease, and the ROFR and Reversion Agreement ("**Concurrent Documents**"). In the event of a direct conflict between the terms of this Joint Use Agreement, and the PSA or any Concurrent Documents, the following order of precedence shall apply: (a) the PSA; (b) the Concurrent Documents other than this Joint Use Agreement; and (c) this Joint Use Agreement; provided, however, that (x) with respect to matters of joint or shared use of facilities, scheduling of use, and access to or control of the Shared Facilities, and (y) with respect to any other matter as to which

the PSA or any other Concurrent Document expressly provides that this Joint Use Agreement shall control, the terms of this Joint Use Agreement shall govern and control to the extent of such conflict.

ARTICLE 2

PURPOSE; GRANT OF JOINT USE RIGHTS

2.1 Purpose. The Parties enter into this Joint Use Agreement to implement the Purpose of jointly promoting the health, wellness, and education of the Hamilton County community by making available and/or developing educational and athletic facilities for students, faculty, staff, YMCA members, and the broader community.

2.2 YMCA Rights. Subject to the terms of this Joint Use Agreement, the YMCA Lease, and the Gym Lease:

(a) YMCA shall retain exclusive control over the operation, programming, and day-to-day use of the YMCA-Reserved Facilities;

(b) YMCA shall have the right to use the Shared Facilities [including the Athletic Fields] identified on Exhibit B during the times and in the manner set forth in this Joint Use Agreement; and

(c) YMCA shall have non-exclusive rights of pedestrian and vehicular access over those portions of the School Property [described on Exhibit C] for purposes of accessing the Building Parcel, shared parking and shared outdoor facilities.

(d) YMCA's entry into short-term licenses, program agreements, or similar facility-use arrangements with third parties for community-serving activities within the YMCA Reserved Facilities (as permitted under the YMCA Lease) shall be treated as YMCA use of the applicable facilities, and not as a separate third-party use.

2.3 County Rights. Subject to the terms of this Joint Use Agreement, the YMCA Lease and the Gym Lease:

(a) HCDE shall retain exclusive control over the operation, programming, and day-to-day use of the School-Reserved Facilities;

(b) HCDE shall have the right to use those portions of the Building Parcel identified on [Exhibit B] as Shared Facilities (including the Gym [and applicable multi-purpose spaces]) for school curricular and co-curricular purposes, at the times and in the manner set forth in this Joint Use Agreement; and,

(c) HC and HCDE shall have non-exclusive rights of pedestrian and vehicular access over those portions Building Parcel described on Exhibit C for purposes of accessing the School Property, shared parking and shared outdoor facilities.]

2.4 No Tenancy Created. The joint use rights granted in this Joint Use Agreement are contractual rights of use only and do not create a leasehold estate, easement appurtenant, or other

real property interest except to the limited extent any access easements are expressly set forth and recorded pursuant to Article 3 below.

2.5 Irrevocable License. The joint use rights granted in this Joint Use Agreement with respect to Shared Facilities constitute, as between the Parties, an irrevocable, non-exclusive license for the term of this Joint Use Agreement, coupled with the Parties' respective interests under the PSA, YMCA Lease, and Gym Lease. Such license applies only to the Shared Facilities and does not grant any license or other real property interest in the YMCA Reserved Facilities or School Reserved Facilities beyond the rights expressly set forth in this Joint Use Agreement, the PSA, YMCA Lease, or Gym Lease.

ARTICLE 3

EASEMENTS AND ACCESS

3.1 Access Easements. Concurrently with execution of this Joint Use Agreement, the Parties shall execute and cause to be recorded in the Register's Office of Hamilton County, Tennessee, reciprocal non-exclusive easements substantially in the form attached hereto as Exhibit D granting:

(a) To YMCA: non-exclusive vehicular and pedestrian access over, across and through those portions of the School Property reasonably necessary to provide continued access to the Building Parcel, shared parking and shared outdoor facilities, as generally depicted on Exhibit C.

(b) To County: non-exclusive vehicular and pedestrian access over, across and through those portions of the Building Parcel reasonably necessary to

provide continued access to the School Property, Shared parking and Shared outdoor facilities, as generally depicted on Exhibit C.

3.2 Utilities and Infrastructure. To the extent that water, sanitary sewer, storm sewer, electrical, gas, telecommunications, or other utility lines and related infrastructure serving the Building Parcel, the Land Parcel, or the School Property cross the other Party's land, the access easements granted under Section 3.1 shall include the non-exclusive right to install, maintain, repair and replace such utility lines and infrastructure, subject to reasonable location, restoration and safety requirements imposed by the servient owner.

3.3 Continuation After Reversion. The reciprocal access and utility easements described in this Article 3 are intended to benefit and burden the Building Parcel, the Land Parcel, and the School Property in perpetuity. Accordingly, such easements shall remain in full force and effect following any reversion of the Building Parcel to YMCA and commencement of the Gym Lease, and from and after such reversion shall automatically inure to the benefit of, and be binding upon, the then-current owner and lessee of each parcel, in whatever capacity as such owner or lessee may then hold dominant or servient rights under such easements.

ARTICLE 4

PARKING

4.1 YMCA Reserved Spaces. HC and HCDE shall cause not less than thirty (30) non-handicapped parking spaces as shown on Exhibit ____ which are located in the closest available proximity to the primary entrance(s) used by YMCA members, staff, and invitees to access the Building to be designated and signed as "**Reserved – YMCA**" parking (the "**Reserved**

YMCA Spaces"). The Reserved YMCA Spaces shall be reserved for use by YMCA staff, members and invitees at all times.

4.2 HC and HCDE Reserved Spaces. HC and HCDE shall cause not less than twenty-three (23) non-handicapped parking spaces and eight (8) handicapped parking spaces as shown on Exhibit ____ which are located in the closest available proximity to the primary entrance(s) used by HC and HCDE, staff, and invitees to access the buildings located on the School Property to be designated and signed as "**Reserved – HCDE**" parking (the "**Reserved HCDE Spaces**"). The Reserved HCDE Spaces shall be reserved for use by HCDE staff, and invitees at all times.

4.3 Additional Parking Rights. In addition to the Reserved YMCA Spaces and the Reserved HCDE spaces, HCDE, YMCA, its staff, members and invitees shall have non-exclusive shared parking rights ("**Shared Parking**") to use:

(a) all other non-reserved parking spaces located on the Building Parcel; and

(b) during Non-School Hours, such additional parking spaces on the School Property as are identified on Exhibit [B].

HCDE may from time to time designate a reasonable number of spaces on the School Property as School Reserved Facilities for school staff or visitor parking during School Hours; provided, that such designations do not reduce the Reserved YMCA Spaces or unreasonably interfere with YMCA's anticipated patron parking during Non-School Hours.

4.4 School Parking Rights. During School Hours and school-sponsored events during Non-School Hours that have been scheduled in accordance with Article 5, HCDE staff, students and invitees shall have the right to use Shared Parking on the Building Parcel, subject to the

Reserved YMCA Spaces and to reasonable traffic and safety rules adopted by the Joint Use Committee.

4.5 Parking Management. The Joint Use Committee may adopt reasonable rules governing (a) circulation patterns, (b) speed limits, (c) queuing and drop-off/pick-up zones, and (d) temporary re-designation of spaces for special events, provided such rules are consistent with this Joint Use Agreement, preserve the Reserved YMCA and HCDE Spaces, and comply with applicable law and any traffic-control approvals.

ARTICLE 5

SCHEDULING AND PRIORITY OF USE

5.1 School Hours; Non-School Hours. "**School Hours**" and "**Non-School Hours**" shall have the meanings set forth in Section 1.1, as the same may be modified from time to time by mutual written agreement of YMCA and HCDE.

5.2 Baseline Priority.

(a) During School Hours, HCDE shall have first priority for use of the Gym and the Athletic Fields, in accordance with the Annual Use Plan approved under Section 5.3. YMCA shall have the right for secondary access during School Hours for the purpose of offering and leading YMCA programming and activities or supporting HCDE activities, subject to the Annual Use Plan, security protocols, availability and any applicable student-safety requirements. The Parties acknowledge that the scheduling of YMCA secondary access may require adjustments and updates more frequently than the annual review cycle contemplated by Section 5.3, and the Parties

shall cooperate in good faith to modify the schedule as operational circumstances warrant. In the event of any scheduling conflicts, HCDE's use shall take priority.

(b) During Non-School Hours, YMCA shall have first priority for use of the Gym and other Shared Facilities, subject to scheduled school-sponsored events during Non-School Hours that have been approved and calendared in the Annual Use Plan or otherwise agreed by the YMCA and HCDE.

5.3 Annual Use Plan. On or before July 1 of each calendar year (or such other date reasonably agreed in writing by the Joint Use Committee but in no event later than the first day on which students are scheduled to be in attendance under the then-current HCDE academic calendar), representatives of YMCA and HCDE shall jointly prepare and approve a written "**Annual Use Plan**" for the upcoming school year that:

(a) identifies recurring HCDE uses of Shared Facilities during School Hours (including PE blocks, sports practices, rehearsals and recurring assemblies);

(b) identifies YMCA's recurring uses of Shared Facilities during Non-School Hours (including leagues, classes, community programs and special events);

(c) identifies known HCDE-sponsored events outside School Hours (including games, tournaments and concerts) and YMCA special events that require priority scheduling; and,

(d) identifies and updates all parties to whom notice is required to be provided for HCDE and YMCA pursuant to the Joint Use Agreement.

(e) allocates time blocks in the Gym and other Shared Facilities to avoid unreasonable overlap and to accommodate both HCDE and YMCA programs to the greatest extent practicable; and

During any period when one Party has first-preference use of a Shared Facility, neither YMCA nor HCDE shall unreasonably withhold, condition, or delay its agreement to the other Party's good-faith use needs identified under this Joint Use Agreement. The Annual Use Plan shall remain flexible and subject to revision upon reasonable written request by either Party to accommodate changes in programming, activities, or operational circumstances that arise during the school year.

5.4 Changes to Schedule; Short-Notice Requests.

(a) Each Party shall use commercially reasonable efforts to avoid cancelling or materially changing scheduled uses.

(b) If either Party requires a short-notice change due to weather, tournament advancement, public-health guidance, or other unanticipated circumstances, it shall provide written notice (which may be delivered by electronic means) to the other Party as soon as practicable. The Parties shall cooperate in good faith to accommodate such changes, recognizing HCDE's obligations to its students and YMCA's obligations to its members.

(c) The Joint Use Committee may adopt more detailed scheduling procedures, including online calendars and minimum notice requirements for short-notice requests, consistent with this Joint Use Agreement.

(d) The Joint Use Committee shall meet at least quarterly (or more frequently as mutually agreed) to review the then-current schedule, discuss any operational challenges or conflicts, and make such adjustments to facility allocations, including times of use, as may be necessary or appropriate to serve the Parties' respective missions and programs. Any modifications agreed upon by the Parties shall be documented in writing and acknowledged by all Joint Use Committee members. Written acknowledgement may be provided through email to all Committee members and shall be deemed effective upon receipt.

5.5 YMCA-Provided Classes for Students. From time to time, HCDE may request, and YMCA may agree, that YMCA provide instructional or enrichment classes or programs to HCDE students during School Hours using the Building and/or other Shared Facilities (each, a "**YMCA Student Program**"). Any YMCA Student Program, including its scope, participation, frequency, and location, shall be subject to the mutual agreement of YMCA and HCDE and shall be incorporated into the Annual Use Plan. For purposes of scheduling and priority under this Agreement, YMCA Student Programs shall be treated as HCDE School Hour uses of the applicable Shared Facilities.

ARTICLE 6

SAFETY AND SECURITY

6.1 It is understood and agreed between YMCA and HCDE that the safety and security of students is a shared concern of paramount importance. Accordingly, as the use of the Property evolves, YMCA and HCDE agree to revisit this Article 6 from time to time to recommend revision to its terms and the Parties' joint use of the Property.

6.2 Except as may be agreed upon by the Joint Use Committee according to the Annual Use Plan, HCDE shall have first priority use of the Gym, related interior Shared Facilities, and the Athletic Fields during School Hours; provided, however, that YMCA shall have the right to secondary access of such Shared Facilities for the purposes of offering and leading YMCA programming and activities, or supporting HCDE's co-curricular offerings.

(a) The Parties shall install security doors with timed locks, or other appropriate devices, to restrict access to the Gym and related interior Shared Facilities during School Hours. These locks will not release until 30 minutes after the end of the school day; and they will reengage 30 minutes prior to the start of the next school day.

(b) YMCA shall make reasonable efforts to prevent unauthorized access to the Gym or the Athletic Fields during School Hours.

(c) YMCA affirms that it presently screens its members to verify that none are on the sex offender registry, and it further represents that it will maintain this practice for the life of this agreement.

6.3 Every YMCA employee who may have access to any Shared Facilities, including but not limited to the Gym and the Athletic Fields, must be background checked in accordance with the criteria set forth in *Tenn. Code Ann*. § 49-5-413.

ARTICLE 7

OPERATIONS, MAINTENANCE AND CAPITAL IMPROVEMENTS

7.1 General Principle. As between landlord and tenant under the YMCA Lease, YMCA is responsible on a triple-net basis for the operation, maintenance, repair and capital investments to the Building Parcel except as allocated to County as required for their own use. This Article 7 allocates those same obligations economically between YMCA and HCDE where operations involve Shared Facilities or are undertaken for joint benefit.

7.2 Day-to-Day Operations and Routine Maintenance.

(a) Building Parcel / YMCA Reserved Facilities. YMCA shall be solely responsible, at its cost, for Operating Costs and routine maintenance of YMCA Reserved Facilities; provided, however, that HCDE will be responsible for any custodial services necessary in the Gym during School Hours except when YMCA utilizes the Gym for its scheduled activities as provided in this Agreement. Notwithstanding the foregoing, the Party using the Gym shall be responsible for custodial services and security during the period of use by that Party.

(b) School Reserved Facilities. HCDE shall be solely responsible, at its cost, for Operating Costs and routine maintenance of School Reserved Facilities.

(c) Shared Facilities on Building Parcel. YMCA shall provide, or cause to be provided, routine maintenance and operations for Shared Facilities located on the Building Parcel, and the Operating Costs of such maintenance and operations shall be allocated and reimbursed in accordance with Article 8;

provided, however, that HCDE will be responsible for any custodial services necessary in the Gym during School Hours as provided in subsection 7.2(a) herein.

(d) Shared Facilities on School Property and Land Parcel. HCDE shall provide, or cause to be provided, routine maintenance and operations for Shared Facilities located on the School Property and Land Parcel and the Operating Costs of such maintenance and operations shall be allocated and reimbursed in accordance with Article 8.

7.3 Capital Improvements.

(a) Building Systems and Structure Serving Building Parcel. Subject to the YMCA Lease, YMCA shall be responsible, at its cost (subject to Section 7.3(b) below), for Capital Improvements to the structural components, roof, building envelope, mechanical, electrical, plumbing, fire and life-safety systems and other building systems serving the Building Parcel.

(b) County-Required Work for School Use. If HCDE or HC requires a Capital Improvement to the Building Parcel or Shared Facilities that is required specifically for the benefit of HCDE or HC use and would not be undertaken by YMCA in the ordinary course of YMCA operations, the cost of such Capital Improvement shall be borne by HCDE and/or HC, subject to any permissible cost-sharing agreed in advance.

(c) Shared Capital Projects. For Capital Improvements that the Joint Use Committee deems necessary for all Parties (including major gym renovations, major parking reconstruction, or lighting upgrades in Shared Facilities), the Parties shall agree in advance on scope, budget, and cost allocation, which, absent a different written agreement, shall be shared pro rata based on reasonably anticipated usage of the affected facility, as determined by the Joint Use Committee. If the Parties are unable to reach agreement on scope, budget, or cost allocation for any such Capital Improvements, then the Party seeking and undertaking such Capital Improvements shall bear the entire cost thereof.

7.4 Fields and Outdoor Areas. Unless otherwise specified on Exhibit B:

(a) YMCA shall maintain, at its cost, those outdoor areas on the Building Parcel designated as Shared Facilities [and the Athletic Fields][1] (including mowing, routine turf care and minor repairs).

(b) HCDE shall maintain, at its cost, those outdoor areas on the School Property and the Land Parcel, including the Athletic Fields, designated as Shared Facilities.

(c) HCDE shall design and construct the athletic field on the Land Parcel. Thereafter, Major Athletic Field renovations undertaken for joint benefit shall be treated as Shared Capital Projects under Section 6.3(c). Major

Athletic Field renovations shall consist of projects that the Joint Use Committee reasonably determines, in writing, to constitute a significant capital project based on scope, cost, expected useful life, and impact on shared use.]

ARTICLE 8

COST SHARING; INVOICING AND PAYMENT

8.1 Shared Operating Costs Generally. Except as expressly provided otherwise in this Joint Use Agreement, the Operating Costs for Shared Facilities and shared site-wide services (including common lighting, snow and ice removal, trash removal, shared security and maintenance of shared access drives) shall be allocated and paid as follows:

(a) Where an Operating Cost can be reasonably and directly attributed to one Party's use, that Party shall bear such cost.

(b) All other Operating Costs for Shared Facilities shall be allocated fifty percent (50%) to YMCA and fifty percent (50%) to HCDE, unless the Joint Use Committee establishes a different allocation for a particular line item based on documented differences in use (including hours of use, student/member counts, or square footage).

8.2 Procedures; Statements and True-Ups.

(a) For Operating Costs incurred by YMCA in maintaining Shared Facilities on the Building Parcel, YMCA shall provide HCDE with a reasonably detailed statement no more frequently than monthly and no less frequently than

quarterly, identifying the costs incurred and HCDE's share as determined under this Article 8. HCDE shall pay its share within thirty (30) days after receipt.

(b) For Operating Costs incurred by HCDE in maintaining Shared Facilities on the School Property and Land Parcel, HCDE shall provide YMCA with a reasonably detailed statement no more frequently than monthly and no less frequently than quarterly, identifying the costs incurred and YMCA's share as determined under this Article 8. YMCA shall pay its share within thirty (30) days after receipt.

(c) At least annually, the Joint Use Committee shall review cost allocations and make appropriate true-up adjustments if prior estimates or allocations materially deviated from actual usage or costs.

8.3 Capital Cost Sharing. For Shared Capital Projects approved under Section 7.3(c), the Parties shall:

(a) Agree in advance, in writing, on each Party's percentage share of the budgeted cost;

(b) Determine whether one Party will act as the contracting party and be reimbursed by the other, or whether each Party will contract directly for its share; and

(c) Provide reasonable documentation of costs actually incurred and pay or reimburse the other Party within thirty (30) days after receipt of such documentation.

8.4 Costs of YMCA Student Programs. The Parties acknowledge that YMCA Student Programs described in Section 5.5 are YMCA-provided additional to those services YMCA is otherwise required to provide under this Agreement. Accordingly, HCDE (or another funding source designated by HCDE) shall reimburse YMCA for the fees and any direct, incremental costs associated with each YMCA Student Program, as agreed by the Parties in a written program agreement or schedule executed by both Parties. Amounts payable under this Section 8.4 shall be invoiced by YMCA and paid by HCDE separate from, and in addition to, the general operating and capital cost-sharing obligations set forth in this Article 8.

ARTICLE 9

GOVERNANCE; JOINT USE COMMITTEE

9.1 Joint Use Committee. The Parties hereby establish a committee to be known as the "**Joint Use Committee**", consisting of four (4) members: (i) for YMCA, the District Vice President for the North River Family YMCA (or designee) and the Chief Financial Officer (or designee); and (ii) for HCDE, the Principal of the school located on the School Premises (or designee) and an HCDE representative with appropriate financial and budget authority designated by HCDE (or designee). Either Party may change its designated Joint Use Committee representatives from time to time by written notice to the other.

9.2 Responsibilities. The Joint Use Committee shall:

(a) Develop and approve the Annual Use Plan under Section 5.3;

(b) Review and recommend Operating Cost allocations and any Shared Capital Projects;

(c) Coordinate construction, phasing and major maintenance projects affecting Shared Facilities;

(d) Review safety, security and child-protection issues arising from shared operations; and

(e) Serve as the first level of dispute resolution for day-to-day operational issues under this Joint Use Agreement.

The Joint Use Committee shall have no independent authority to bind either Party to capital expenditures or contracts; all such decisions remain subject to each Party's internal governance requirements.

9.3 Meetings. The Joint Use Committee shall meet at least quarterly, and more frequently as needed, with at least one meeting held annually prior to the development of the Annual Use Plan.

ARTICLE 10

INSURANCE

10.1 Insurance. Except as otherwise provided in the YMCA Lease and the Gym Lease, each Party shall maintain, or cause to be maintained, throughout the term of this Joint Use Agreement and at its sole cost and expense, insurance coverages appropriate for its ownership interest, use and operations of the Property, and consistent in type and scope with (a) the coverages carried by such Party as of the Effective Date, and (b) insurance customarily maintained for such

use and operations. All policies required to be maintained by YMCA pursuant to this Section shall name County and HCDE as additional insureds with respect to claims, liabilities, and losses arising from (i) YMCA's use or occupancy of the Building Parcel or School Property; (ii) activities or operations conducted by YMCA on the Building Parcel or School Property; or (iii) any negligence or operational decisions of YMCA or its employees, agents, or contractors. Such additional insured endorsements shall apply on a primary and non-contributory basis with respect to claims falling within subsections (i) through (iii) above, with YMCA's insurance primary and County's or HCDE's insurance, as applicable and including self-insurance programs, excess. To the extent a claim does not arise from YMCA's use, activity, negligence, or operations, this additional insured requirement shall not apply, and County's or HCDE's own insurance, as applicable and including any self-insurance programs, shall be primary.

10.2 Waiver of Subrogation. To the extent permitted under their respective insurance policies, each Party waives, and shall cause its insurers to waive, any rights of subrogation against the other Party with respect to any loss, cost or expense covered (or required to be covered) by property insurance maintained by such waiving Party under this Joint Use Agreement, the PSA, the YMCA Lease, or the Gym Lease.

ARTICLE 11

DEFAULTS AND REMEDIES

11.1 Defaults. A "**Default**" under this Joint Use Agreement shall occur if either Party (the "**Defaulting Party**"):

(a) fails to pay any amount due under this Joint Use Agreement within one hundred twenty (120) days after written notice from the other Party that such amount is past due; or,

(b) materially breaches any non-monetary obligation under this Joint Use Agreement and fails to cure such breach within forty-five (45) days after written notice from the non-breaching Party describing the breach in reasonable detail, or, if such breach cannot reasonably be cured within forty-five (45) days, fails to commence and diligently pursue cure within such period.

11.2 Remedies. Upon a Default, the non-defaulting (the "**Non-Defaulting Party**") shall be entitled to exercise one or more of the following remedies, in addition to any other rights or remedies available at law or in equity:

(a) Monetary Remedies. The Non-Defaulting Party may recover from the Defaulting Party its reasonably documented out-of-pocket costs directly caused by the Default, including but not limited to additional staffing, security, custodial services, off-site facility rentals, transportation, relocation costs for displaced programs, and similar disruption costs.

(b) Self-Help and Step-In Rights. If the Default consist of a failure to perform specific obligation relating to Shared Facilities, the Non-Defaulting Party may, but shall not be obligated to, perform such work or arrange for such services, provided the work or services are commercially reasonable and limited to what is necessary to address the Default. The Defaulting Party

shall reimburse the Non-Defaulting Party for its reasonably documented costs of such work or services within thirty (30) days after receipt of an invoice. Any amounts not paid when due shall bear interest at a rate of one and one-half percent (1.5%) per month and may be offset by the Non-Defaulting Party against future shared-cost payment obligations under this Joint Use Agreement. If repeated Defaults within a defined operational category (such as scheduling approvals), the Non-Defaulting Party may, after consultation with the Joint Use Committee, assume temporary decision-making authority for that operational category for a defined period to stabilize operations, after which such authority shall be re-evaluated by the Joint Use Committee.

(c) Access and Use Remedies. If either Party persistently blocks, materially reduces, or unreasonably impairs the other Party's agreed access to Shared Facilities and such conduct constitutes a Default, the Non-Defaulting Party shall be entitled to a schedule of minimum guaranteed weekly hours in the affected Shared Facilities at fixed days and times, which may not be altered except for bona fide emergencies. As further compensation, the Non-Defaulting Party may be granted increased access as reasonably determined by the Joint Use Committee, and as reasonably determined by the Joint Use Committee, the Non-Defaulting Party shall receive dedicated Reserved Space functionally equivalent to the disrupted access.

(d) Alternative Facilities. If Defaults by HCDE relating to joint use persist and materially impair YMCA's ability to conduct its programs in the Shared

Facilities, YMCA may (i) during Non-School Hours, host displaced YMCA programs in portions of the School Property otherwise designated as School Reserved Facilities, subject to reasonable operational and security safeguards, and/or (ii) County shall make other HC or HCDE facilities available to YMCA on reasonably preferential scheduling terms, without additional facility rental charges.

(e) No Termination. No Default shall give rise to any right of either Party to terminate the YMCA Lease or Gym Lease, except to the limited extent expressly provided in such leases. No Party shall have any right under this Joint Use Agreement to evict, or accelerate rent against, the other Party under the YMCA Lease or Gym Lease as a remedy for a Default under this Joint Use Agreement.

11.3 Dispute Resolution. Before filing any legal action (other than for emergency injunctive relief), the Parties shall first submit any dispute arising under this Joint Use Agreement to the Joint Use Committee. If the Joint Use Committee cannot resolve the dispute within thirty (30) days after the matter is submitted, the dispute may be escalated to senior representatives of YMCA and HCDE designated by each Party, who shall meet in person or by video conference within thirty (30) days to attempt to resolve the dispute in good faith. If the dispute is not resolved within sixty (60) days after such escalation, either Party may pursue legal remedies available to it.

ARTICLE 12

TERM AND TERMINATION

12.1 Term. The term of this Joint Use Agreement shall commence on the Effective Date and shall continue in full force and effect through August 31, 2054 (the "**Initial Term**"). Thereafter, this Joint Use Agreement shall automatically renew between YMCA, HCBE and HCDE for successive [•][2] year periods (each, a "**Renewal Term**"), unless earlier terminated pursuant to this Article 12.

12.2 Post-Reversion; Renewal After 2054. From and after September 1, 2054, this Joint Use Agreement shall continue in effect during each Renewal Term unless and until amended or replaced by a successor joint use agreement executed by YMCA and HCBE and HCDE.

12.3 Early Termination. This Joint Use Agreement may be terminated prior to August 31, 2054 only by mutual written agreement of YMCA and County.

12.4 Survival. The provisions of this Joint Use Agreement that by their terms are intended to survive termination or expiration, including without limitation Articles 7, 8, 9, 10, 11 and 13, shall so survive.

ARTICLE 13

RELATIONSHIP OF THE PARTIES; MISCELLANEOUS

13.1 Relationship of the Parties; No Joint Venture. The Parties acknowledge that they are cooperating to achieve the Purpose; however, nothing in this Joint Use Agreement, the PSA, the YMCA Lease, the Gym Lease or any other agreement between the Parties shall be deemed or construed to create a partnership, joint venture, agency, or other relationship of co-owners or co-venturers between them. Each Party shall be solely responsible for its own debts, obligations

[2] Note to draft – Should align ultimate resolution regarding term lengths of the Gym Lease.

and liabilities, and no Party shall have authority to bind the other except as expressly set forth in a written agreement signed by both Parties.

13.2 Effect of Concurrent Documents. If a conflict exists among the Concurrent Documents after the Effective Date, the following order of precedence shall apply: (A) the Joint Use Agreement; (B) the exhibits and schedules thereto; (C) the Lease; and, (D) the remaining Concurrent Documents, unless a particular document expressly states otherwise.

13.3 Notices. Any notices required or permitted to be given under this Joint Use Agreement shall be given in the manner and to the addresses specified for notices in the Annual Use Plan. The Parties acknowledge that the notice addresses, recipients, and contact information shall be reviewed and updated annually as an element of the Annual Use Plan, and such updated notice information shall supersede any prior notice addresses set forth in this Agreement or any prior Annual Use Plan. Notices shall be deemed given when delivered (i) personally, (ii) by overnight commercial courier, or (iii) by email to the most current address(es) listed in the then-current Annual Use Plan.

13.4 Assignment. Neither YMCA nor any County Party may assign this Joint Use Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, and any purported assignment without such consent shall be null and void; provided, however, that assignment to a successor owner of the interest of the YMCA in and to the Property shall not require separate consent, so long as such successor assumes this Joint Use Agreement and the Concurrent Documents in writing. Notwithstanding the foregoing, any assignment pursuant to this subparagraph 13.3 shall be limited to a party designated as a non-profit and tax-exempt corporation.

13.5 Legal Compliance. Each Party shall comply with applicable law in connection with its activities under this Joint Use Agreement and shall obtain and maintain any permits required for such activities.

13.6 Governing Law; Venue. This Joint Use Agreement shall be governed by and construed in accordance with the substantive laws and judicial decisions of the State of Tennessee. Each Party hereby submits to personal jurisdiction in the State of Tennessee for the enforcement of this Agreement and hereby waives any claim or right under the laws of any other state or of the United States to object to such jurisdiction.

13.7 Entire Agreement; Amendments. This Joint Use Agreement, together with the PSA and other Concurrent Documents, constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Joint Use Agreement may be amended only by a written instrument signed by YMCA and County.

13.8 No Third-Party Beneficiaries. The provisions of this Joint Use Agreement are not intended to benefit any third parties, and no third party shall have any right of action under this Joint Use Agreement.

13.9 Counterparts; Electronic Signatures. This Joint Use Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Signatures transmitted by facsimile or in electronic (including PDF) form shall be deemed original signatures for all purposes.

(*Signature Page Follows*)

YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN CHATTANOOGA

By: _____

Name: _____

Title: _____

Date: _____

HAMILTON COUNTY

By: _____

Name: _____

Title: _____

Date: _____

HAMILTON COUNTY DEPARTMENT OF EDUCATION

By: _____

Name: _____

Title: _____

Date: _____

HAMILTON COUNTY BOARD OF EDUCATION

By: _____

Name: _____

Title: _____

Date: _____

YMCA LEASE

This Lease (**"Lease")** is made effective as of the Closing Date (the "**Effective Date**"), and is by and between Hamilton County, Tennessee and the Hamilton County Department of Education (collectively, "**Landlord**"), and the Young Men's Christian Association of Metropolitan Chattanooga ("**Tenant**"). Landlord and Tenant may hereinafter be individually referred to herein as **"Party"** and collectively as **"Parties"**.

Definitions:

A. **"Closing Date"** means the date upon which the Landlord acquires title to the Property.

B. **"Concurrent Documents"** means all of the following: the Lease, Purchase & Sale Agreement, Joint Use Agreement and ROFR And Reversion Agreement.

C. "**Joint Use Agreement**" means the Joint Use & Facilities Agreement executed by the Parties relating to the Property effective as of the Closing Date.

D. **"Land Parcel"** means Lot 2 as shown on the YMCA Subdivision Plat

E. **"Property"** or **"Premises"** means Lot 1 as shown on the Hopkins Surveying Plat, YMCA Subdivision, Final Plat Lots 1 & 2, Drawing No 2026-88-2 dated 4/27/2026.

F. **"Purchase And Sale Agreement",** or **"PSA"** means the Purchase and Sale Agreement executed by the Parties dated [ ]

G. **"Right Of First Refusal And Reversion Agreement"** and, **"ROFR And Reversion Agreement"** means the Right Of Rirst Refusal And Reversion Agreement executed by the Parties as of the Closing Date and recorded in the in the Register's Office of Hamilton County, Tennessee.

H. **"School Property"** means Lot 2 shown on the YMCA Subdivision Plat.

I. **"YMCA Subdivision Plat"** means the Hopkins Surveying Plat, YMCA Subdivision, Final Plat Lots 1 & 2, Drawing No 2026-88-2 dated 4/27/2026, as subsequently amended and recorded in the Register's Office of Hamilton County, Tennessee. A copy of the most recent subdivision plat is attached hereto as Exhibit [.] and incorporated and said Exhibit shall be replaced and substituted to this Agreement with the final recorded plat when the same has been recorded in the Register's Office of Hamilton County, Tennessee.

Lease Terms

1. LEASE OF PREMISES. In consideration of the rents and covenants stipulated in this Lease and to be paid and performed by Tenant, Landlord hereby leases to Tenant that certain Property being improved real property located at 4138 Hixson Pike, Chattanooga, Tennessee, (together with the existing building and other improvements located thereon, the "**Premises**"). Tenant and Tenant's employees, members, guests, and invitees shall have the right, subject to the Joint Use Agreement, to use (i) all access ways on the Premises, and (ii) thirty (30) non-handicapped parking spaces in immediate proximity to the Building on the Premises reserved for Tenant's exclusive use, plus additional non-exclusive parking spaces on or near the Premises. Landlord shall have the right from time to time to non-materially reconfigure, change, or modify the access ways and parking areas as necessary. For other changes material in nature, Landlord, after consultation with Tenant, may make such changes if commercially reasonable and such reconfiguration, change, or modification is consistent with the Joint Use Agreement and does not materially impair Tenant's rights under this Lease.

2. TERM. Tenant shall have and hold the Premises for a term commencing on the Effective Date and expiring at 11:59 PM on August 31, 2054 (the "**Term**"). Tenant shall have no right or option to extend or renew the Term beyond August 31, 2054. A "**Lease Year**" shall be

defined as each twelve-month period during the Term beginning on the Effective Date, and each successive anniversary thereof.

3. RENT.

(a) Base Rent. Tenant shall pay base rent (the "**Base Rent**"), to Landlord during the Term. For each Lease Year, Tenant will pay to Landlord an annual Base Rent of One Dollar ($1.00). There shall be no escalation of Base Rent during the Term.

(b) Additional Rent. Tenant will pay and discharge during the Term, as additional rent, all Operating Expenses, Real Estate Taxes, and all other amounts, liabilities and obligations which Tenant assumes or agrees to pay or discharge pursuant to this Lease (collectively "**Additional Rent**").

4. TRIPLE NET LEASE; OPERATING EXPENSES. This is a triple net lease, subject to the Joint Use Agreement. Except to the limited extent that this Lease or the Joint Use Agreement expressly allocate a cost to Landlord without reimbursement, Tenant shall be responsible for all costs and expenses of every kind relating to the ownership, operation, maintenance, repair and replacement of the Premises and the improvements thereon that would or could have been payable by Landlord, except to the limited extent that this Lease or the Joint Use Agreement expressly allocates a particular cost to Landlord without reimbursement from Tenant. As Additional Rent, Tenant shall pay all Operating Expenses incurred by Landlord with respect to the Premises, invoiced by Landlord and payable within thirty (30) days after Tenant's receipt of such invoice. "**Operating Expenses**" include all costs of managing, operating, insuring, repairing, replacing, and properly maintaining the Premises and improvements, but exclude (i) costs for improvements, maintenance, or repairs specifically required for Landlord's

own use of the Premises, the Land Parcel, or the School Property, unless allocated otherwise in the Joint Use Agreement; and, (ii) any other costs that this Lease or the Joint Use Agreement expressly allocate to Landlord without reimbursement from Tenant.

5. TAXES.

(a) As between Landlord and Tenant, Tenant shall be solely responsible for, and shall timely pay before delinquency, all ad valorem real and personal property taxes, assessments, and other governmental charges, foreseen and unforeseen, that are levied, assessed, or imposed upon the Premises and upon any estate, leasehold, or other interest of Tenant therein, to the extent applicable under then-current law (the "**Real Estate Taxes**").

(b) The parties acknowledge that, immediately prior to the Effective Date, Tenant held the Premises subject to a determination of tax exemption issued by the Tennessee Board of Equalization by virtue of Tenant's fee ownership and use of the Premises for an exempt purpose. At Tenant's request, Landlord shall reasonably cooperate with Tenant in connection with Tenant's efforts to apply for, obtain, maintain, or retain any exemption from or reduction of (i) any portion of the Real Estate Taxes that is levied or assessed with respect to Tenant's interest in the Premises, and (ii) any personal property taxes levied or assessed with respect to Tenant's personal property located on or about the Premises, including executing such applications, forms, or other documents as may be reasonably requested by Tenant.

6. QUIET ENJOYMENT. So long as Tenant shall pay the Base Rent, Additional Rent, and Real Estate Taxes as provided above, and all other sums payable under this Lease whenever the same shall become due, and shall keep all of the covenants and agreements required by it to be kept during this Lease, and shall perform all of its other obligations under

this Lease, and subject to the terms of this Lease, the Joint Use Agreement, and all matters of record affecting title to the Premises, Landlord covenants that Tenant shall have the right to peacefully and quietly occupy and enjoy the Premises for the full Term, subject only to the terms of this Lease, the Joint Use Agreement, and the ROFR and Reversion Agreement, without disturbance by Landlord or anyone claiming by, through, or under Landlord. Without limiting the foregoing, and except as may be expressly permitted under the Concurrent Documents, Landlord shall have no right to terminate this Lease prior to the scheduled expiration of the Term or to reenter or take possession of the Premises or evict Tenant as a remedy for any Event of Default.

7. TITLE. The Premises are leased subject to the existing state of the title as of the Effective Date; to all encroachments thereon or over any street or adjoining property; to any state of facts which an accurate survey or physical inspection thereof might show; to all zoning regulations, restrictions, rules and ordinances, and all building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having or acquiring jurisdiction.

8. USE OF PREMISES. Tenant is granted the right during the Term to occupy and use the Premises as [a YMCA facility, including gymnasium, wellness and fitness center, recreational and athletic facilities, educational and community programming, and related ancillary uses] ("**Use**"). Tenant acknowledges that Landlord may utilize tax-exempt general obligation bonds to build, develop, and/or improve the Premises, the Land Parcel, and/or the School Property, and Tenant agrees that it will not use or permit the use of the Premises in any manner that would reasonably be expected to cause interest on such bonds to become includable in gross income for federal income tax purposes, including, without limitation, by causing

impermissible "private business use" or "unrelated trade or business" use under applicable federal tax law ("**Impermissible Use**"), and Tenant shall reasonably cooperate with Landlord in providing such information and certifications as Landlord may reasonably request in connection therewith. Tenant's use of the Premises shall be coordinated with Landlord's rights of use and scheduling under the Joint Use Agreement. Tenant shall not use or occupy the Premises or permit the Premises to be used or occupied contrary to any statute or regulation applicable thereto or in a manner which would violate any certificate of occupancy affecting the same. Tenant has inspected and approved the Premises and accepts the Premises AS IS, WITH ALL FAULTS, WITH NO RELIANCE ON REPRESENTATION OR WARRANTY OF LANDLORD. LANDLORD HEREBY EXPRESSLY DISCLAIMS ANY WARRANTIES RELATED TO THE PREMISES, SPECIFICALLY INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. JOINT USE AGREEMENT; PRIORITY OF INTERPRETATION. This Lease is entered into in conjunction with that certain joint use and facilities agreement between Landlord and Tenant dated as of the Effective Date (the "**Joint Use Agreement**"). In the event of conflict between this Lease and the Joint Use Agreement regarding scheduling, shared use of facilities, parking allocations, or other matters addressed in the Joint Use Agreement, the Joint Use Agreement shall control as between Landlord and Tenant.

10. MAINTENANCE AND REPAIR.

(a) Tenant shall keep and maintain the Premises in a good state of repair and in good and safe operating condition. Except as otherwise expressly provided in the Joint Use

Agreement, Tenant shall also be responsible for all repairs, replacements, and capital improvements to the Premises, provided, however, that Tenant shall not be responsible for, and Landlord shall perform and pay for, any improvements, maintenance, or repairs that are specifically required by Landlord for Landlord's own use of the Premises or the School Property. If Tenant refuses or neglects to make repairs or replacements as required herein, Landlord shall have the right, but not the obligation, to make such repairs on behalf of and for the account of Tenant. In such event, such work shall be paid for by Tenant as Additional Rent within thirty (30) days of receipt of a bill therefor. Tenant shall maintain the Premises in compliance with all laws and governmental regulations pertaining to the Premises and the Tenant.

11. UTILITIES. Tenant shall contract for utility service to the Premises in its own name and shall be solely responsible for paying for such utility service. Landlord shall, at Landlord's shole cost and expense, cause the utility services serving the Premises to be separately metered from any other real property now or hereafter owned or operated by Landlord, including without limitation, the School Property, to the extent practicable as determined by the parties in consultation with the applicable utility providers. Landlord shall be responsible for all design, installation, and activation costs for such separate metering, including any utility company fees, tap fees, connection charges, and material and equipment costs necessary to establish separately metered service to the Premises.

12. INSURANCE.

(a) Insurance Requirements. From and after the Effective Date and throughout the Term, Tenant shall, at its sole cost and expense, maintain insurance on the Premises and Tenant's operations thereon of the same general types and with aggregate limits and coverages

substantially equivalent to those carried by Tenant with respect to the Premises immediately prior to the Effective Date, subject to such adjustments as Tenant may make from time to time in the course of its operations. Landlord shall be named as an additional insured on Tenant's insurance policies relating to the Premises.

(b) Waiver of Subrogation. To the extent permitted by their respective insurance policies, Landlord and Tenant each waive, and shall cause their insurers to waive, any and all right of subrogation against the other party, and the other party's officers, employees and agents, for any loss or damage to property occurring in, on, or about the Premises or the Building to the extent such loss or damage is covered, or is required to be covered, by insurance required under this Lease. Failure of an insurer to acknowledge or endorse such waiver shall not affect the validity of this waiver between Landlord and Tenant.

13. CASUALTY. If the Premises or any portion thereof are totally or partially damaged or destroyed, thereby rendering the Premises totally or partially inaccessible or unusable, then Tenant shall diligently repair and restore the Premises to substantially the same condition they were in prior to such damage or destruction and the insurance proceeds received from the insurance coverage required under this Lease shall be used for such purpose to the extent available.

14. ALTERATIONS AND ADDITIONS. Tenant may, from time to time, construct, install, remove, replace, modify and make any and all alterations, additions, and improvements to the Premises (including structural and non-structural work and changes to building systems), in Tenant's sole discretion and without the need to obtain Landlord's consent, provided that all such work is performed (i) in compliance with applicable laws, ordinances, building codes and

insurance requirements, and (ii) does not violate the terms of the Joint Use Agreement or reasonably interfere with Landlord's rights of use thereunder. Notwithstanding the foregoing, any alterations, additions, improvements, maintenance, or repairs that are specifically required by Landlord for Landlord's use of the Premises, the Land Parcel, or the School Property shall be performed at Landlord's sole cost and expense.

15. LIENS. Should any mechanic's or other lien be filed against the Premises or any part thereof for any reason whatsoever by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after written notice by Landlord. Notwithstanding the foregoing, Tenant shall have no obligation to discharge, bond off, or pay any mechanic's or other lien to the extent arising out of (i) work, labor, services, or materials ordered, required, or performed on behalf of Landlord, or (ii) any alterations, additions, improvements, maintenance, or repairs that are specifically required by Landlord for Landlord's use of the Premises, the Land Parcel, or the School Property. Any such lien shall be the responsibility of Landlord to discharge, and Landlord shall promptly cause the same to be canceled and discharged of record.

16. FORCE MAJEURE. Except with respect to the payment of Base Rent, Additional Rent, or any other monetary obligation under this Lease, in the event that either party hereto shall be prevented, as a result of any reason beyond its control, including by not limited to, acts of God, strikes, lockouts, labor troubles, public health matters and/or subsequent government mandated shutdowns, or inability to procure materials, restrictive governmental laws or reasons of similar nature not the fault of the party delayed in performing work or doing acts

required under the terms of this Lease and beyond the control of said party, then performance of such act shall be extended for a period equivalent to the period of such delay.

17. ESTOPPEL CERTIFICATES. Tenant shall, without charge, at any time and from time to time, upon not less than thirty (30) days' prior demand by Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modification), the amount of monthly and/or annual base annual rent and additional rent then being paid by Tenant, and the dates through which the base annual rent, additional rent and other charges have been paid, and stating whether or not to the best knowledge of the signer of such certificate Landlord is in default in performance of any covenant, agreement, term, provision or condition contained in this Lease and, if so, specifying each such default. Landlord and any existing or prospective lender or bond issuer providing or securing financing for the Premises may rely on any such certificate.

18. ASSIGNMENT AND SUBLETTING. Neither Landlord nor Tenant may assign this Lease or any of its rights or obligations hereunder without the prior written consent of the other Party, and any purported assignment without such consent shall be null and void; provided, however, that assignment to a successor owner of the interest of the Tenant in and to the Property shall not require separate consent, so long as such successor assumes this Lease and the Concurrent Documents in writing. Notwithstanding the foregoing, any assignment pursuant to this subparagraph 18 shall be limited to a party designated as a non-profit and tax exempt corporation. No assignment, sublease, or other transfer by Tenant shall release Tenant from, or limit Tenant's primary liability for, the full and timely performance of all obligations of Tenant

under this Lease, and Tenant shall remain fully liable hereon as a primary obligor notwithstanding any such assignment, sublease, or transfer.

19. DEFAULT. Tenant is in default under this Lease if Tenant (each, an "Event of Default"):

(a) fails to pay the full amount of the Base Rent, Additional Rent, or any other monetary amounts to be paid pursuant to this Lease within one-hundred twenty (120) days of the date such payment is due; or

(b) fails to do or perform any other act required of it under this Lease within the time periods specified herein and does not cure the failure within one-hundred twenty (120) days after written notice of default from Landlord, provided that, if such failure cannot reasonably be cured within such one-hundred twenty (120)-day period, Tenant shall not be in default so long as Tenant commences cure within such one-hundred twenty (120)-day period;

(c) uses or permits the Impermissible Use of the Premises, and fails to cease or correct such Impermissible Use within one-hundred twenty (120) days after written notice from Landlord; or

(d) there shall be filed by or against Tenant, in any court pursuant to any statute either of the United States or of any state, a petition (i) in bankruptcy, (ii) alleging insolvency, (iii) for reorganization, or (iv) for the appointment of a trustee or receiver, or (v) for an assignment for benefit of creditors, or if a similar type of proceeding shall be filed by or against Tenant or any guarantor of this Lease, and for which same is not vacated or dismissed within ninety (90) days from such filing.

20. REMEDY.

(a) Monetary Remedy. Upon the occurrence and continuance of an Event of Default, Landlord shall have the right, at its option and in addition to any other rights or remedies available at law or in equity (subject to the limitations in this Section), to:

(i) Recover Sums Due. Recover from Tenant all unpaid Base Rent, Additional Rent, and any other sums due under this Lease; and

(ii) Cure by Landlord. Cure such Event of Default on Tenant's behalf and for Tenant's account, and charge Tenant, as Additional Rent, all reasonable costs and expenses (including reasonable attorneys' fees) incurred by Landlord in connection with such cure, which amounts shall be payable by Tenant within sixty (60) days after written demand with reasonable supporting documentation.

(b) Equitable Relief. In addition, upon the occurrence and continuance of an Event of Default, Landlord shall be entitled to seek and obtain specific performance, injunctive relief, or other equitable remedies to compel Tenant's compliance with its obligations under this Lease, to the extent permitted by applicable law.

(c) No Termination or Eviction Remedy. Notwithstanding anything to the contrary contained in this Lease or under applicable law, Landlord shall have no right, and hereby waives any right it may otherwise have, to terminate this Lease prior to the scheduled expiration of the Term, to accelerate future Base Rent or Additional Rent, or to re-enter or take possession of the Premises or evict Tenant as a remedy for any Event of Default, and Tenant

shall have the right to occupy and use the Premises for the full Term subject to terms of this Lease and the Concurrent Documents.

21. HAZARDOUS SUBSTANCES. As used in this Section, "**Hazardous Substances**" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), or any other similar substances, or materials which are included under or required by any local, state or federal law, rules or regulations pertaining to environmental regulation, contamination or clean-up, including, without limitation, "**CERCLA,**" "**RCRA**" or state lien or state super lien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "**Environmental Laws**"). Tenant warrants, represents and covenants as follows:

(a) Tenant shall not allow any Hazardous Substances to be stored, located, discharged, possessed, managed, processed or otherwise handled on the Premises and shall comply with all Environmental Laws affecting the Premises.

(b) Tenant shall immediately notify Landlord should Tenant become aware of (i) any Hazardous Substance other environmental problem or liability with respect to the Premises or the underlying property, or (ii) any lien, action, or notice of the nature described in subparagraph (A) above. In the event Tenant, its employees, agents, contractors or customers solely cause the storage, location, discharge, possession, management, processing or handling of Hazardous Substances on the Premises, Tenant shall at Tenant's own cost and expense, take all actions as shall be necessary or advisable for the clean-up of the Premises, including all removal, containment and remedial actions in accordance with all applicable Environmental Laws (and in

all events in a manner satisfactory to Landlord), and shall further pay or cause to be paid at no expense to Landlord all clean-up, administrative, and enforcement costs of applicable government agencies which may be asserted against the Premises. All costs, including, without limitation, those costs set forth above, damages, liabilities, losses, claims, expenses (including attorneys' fees and disbursements) which are incurred by Landlord, without requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, shall be paid as Additional Rent by Tenant to Landlord as incurred within thirty (30) days after notice from Landlord itemizing the amounts incurred to the date of such notice. Without limiting the foregoing, in no event shall Tenant have any obligation to remediate or indemnify or hold harmless Landlord for any storage, location, discharge, possession, management, processing or handling of Hazardous Substances not caused by Tenant or its employees, agents, contractors or invitees.

22. MISCELLANEOUS.

(a) Binding Effect. All of the covenants contained in this Lease shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto to the same extent as if each such heir, legal representative, successor and assign were in each case named as party to this Lease.

(b) Effect of Concurrent Documents Prior To Closing. This Lease and the other Concurrent Documents are executed as part of a single integrated transaction and shall be construed together.

(i) If a conflict exists among the Concurrent Documents before the Effective Date, the following order of precedence shall apply: (A) the PSA; (B) the Joint Use Agreement; (C) the exhibits and schedules thereto; (D) the Lease;

and, (E) the remaining Concurrent Documents, unless a particular document expressly states otherwise.

(ii) If a conflict exists among the Concurrent Documents after the Effective Date, the following order of precedence shall apply: (A) the Joint Use Agreement; (B) the exhibits and schedules thereto; (C) the Lease; and, (D) the remaining Concurrent Documents, unless a particular document expressly states otherwise.

(c) Merger; Amendment. This Lease, together with the Concurrent Documents constitute the entire agreement between Landlord and Tenant with respect to the leasing of the Premises and supersedes all prior understandings and agreements between Landlord and Tenant solely with respect to such leasing relationship. Nothing in this Lease is intended to, and shall not be construed to, amend, supersede, or modify the Concurrent Documents. No agreement shall be effective to modify, amend or supplement this Lease, in whole or in part, unless such agreement is in writing and is signed by the party against whom enforcement of said change or modification is sought.

(d) Notices. Any notice required or permitted to be given in writing by either party pursuant to this Lease shall be deemed to have been properly given only if (i) personally delivered, (ii) sent by nationally recognized commercial overnight delivery service, or (iii) email, and, in the case of any of the foregoing, addressed to the other party at the addresses set forth below or to such other address as Landlord or Tenant may designate to each other from time to time by written notice. Notices shall be deemed to have been given on the day sent or deposited; provided, however, that any time period for a response or responsive action to such notice shall be measured from the date such notice is actually received (any notice actually received after 5:00 PM at the site of receipt shall be deemed received on the following business day).

If to Landlord: [•]

If to Tenant: [•]

(e) Governing Law; Venue; Severability; Construction. This Lease shall be governed by and construed in accordance with the laws of the State of Tennessee. Each provision of this Lease shall be severable from all other provisions, and if any provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected but shall be enforced to the extent permitted by law (so long as each party receives its respective benefit of the bargain). The captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. Both Landlord and Tenant have had the opportunity to be represented by legal counsel in negotiating this Lease, and this Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

(f) Counterparts; Electronic Signatures. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Signatures transmitted by facsimile or in electronic (including PDF) form shall be deemed original signatures for all purposes.

(g) Time. Time is of the essence of this Lease. If the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday in the state in which the Premises are located, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday in said state.

(h) Brokers. Tenant represents and warrants that no broker has been retained by Tenant in connection with this Lease.

(i) Patriot Act. Each party represents that it is not, and is not directly or indirectly owned or controlled by, a person or entity that is subject to any sanctions administered or enforced by the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC"), and is not identified on any OFAC list of specifically designated nationals and blocked persons. Each party agrees that it will not knowingly engage in any transaction under this Lease that would cause the other party to be in violation of such sanctions.

(j) Relationship of the Parties. The parties acknowledge that they are entering into this Lease and the other Concurrent Documents in furtherance of their respective public and charitable missions and a collaborative community purpose. Notwithstanding the foregoing, the relationship between Landlord and Tenant under this Lease is and shall remain solely that of landlord and tenant. Nothing in this Lease, the Concurrent Documents, or any other agreement between the parties shall be deemed or construed to create a partnership, joint venture, agency, or other relationship of co-owners or co-venturers between Landlord and Tenant. Each party shall be solely responsible for its own debts, obligations and liabilities, and no party shall have authority to bind the other except as expressly set forth in a written agreement signed by both parties.

[SIGNATURE PAGE ATTACHED]

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Lease as of the date first written above.

YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN CHATTANOOGA

By: _____

Name: _____

Title: _____

Date: _____

HAMILTON COUNTY[1]

By: _____

Name: _____

Title: _____

Date: _____

HAMILTON COUNTY DEPARTMENT OF EDUCATION

By: _____

Name: _____

Title: _____

Date: _____

[1] Note to draft – consider whether County needs to be a party to the JUA.

EXHIBIT A

Subdivision Plat

[•]

EXHIBIT B

SITE PLAN

GYM LEASE

This Lease (**"Lease")** is made effective as of the Closing Date (the "**Effective Date**"), and is by and between the Young Men's Christian Association of Metropolitan Chattanooga ("**Landlord**"), and the Hamilton County Department of Education (collectively, "**Tenant**"). Landlord and Tenant may hereinafter be individually referred to herein as **"Party"** and collectively as **"Parties"**.

Definitions:

A. **"Closing Date"** means the date upon which the transaction contemplated by the PSA was consummated.

B. **"Concurrent Documents"** means all of the following: the Lease, Purchase & Sale Agreement, Joint Use Agreement and ROFR And Reversion Agreement.

C. "**Joint Use Agreement**" means the Joint Use & Facilities Agreement executed by the Parties relating to the Property effective as of the Closing Date.

D. **"Land Parcel"** means Lot 2 as shown on the YMCA Subdivision Plat

E. **"Lease Commencement Date"** means September 1, 2054.

F. **"Property"** or **"Premises"** means the gymnasium building located within the existing building on Lot 1 as shown on the Hopkins Surveying Plat, YMCA Subdivision, Final Plat Lots 1 & 2, Drawing No 2026-88-2 dated 4/27/2026.

G. **"Purchase And Sale Agreement",** or **"PSA"** means the Purchase and Sale Agreement executed by the Parties dated [_____]

H. **"Right Of First Refusal And Reversion Agreement"** and, **"ROFR And Reversion Agreement"** means the Right Of Rirst Refusal And Reversion Agreement executed by the Parties as of the Closing Date and recorded in the in the Register's Office of Hamilton

County, Tennessee.

I. **"School Property"** means Lot 2 shown on the YMCA Subdivision Plat.

J. **"YMCA Subdivision Plat"** means the Hopkins Surveying Plat, YMCA Subdivision, Final Plat Lots 1 & 2, Drawing No 2026-88-2 dated 4/27/2026, as subsequently amended and recorded in the Register's Office of Hamilton County, Tennessee. A copy of the most recent subdivision plat is attached hereto as Exhibit [.] and incorporated and said Exhibit shall be replaced and substituted to this Agreement with the final recorded plat when the same has been recorded in the Register's Office of Hamilton County, Tennessee.

Lease Terms

1. LEASE OF PREMISES. In consideration of the rents and covenants stipulated in this Lease and to be paid and performed by Tenant, Landlord hereby leases to Tenant the Premises located at 4138 Hixson Pike, Chattanooga, Tennessee, (together with the existing gymnasium building and other improvements located therein, the "**Premises**"). Tenant and Tenant's administration, employees, staff, guests, and invitees shall have the right, subject to the Joint Use Agreement, to use (i) all access ways in, to and from the Premises. Landlord shall have the right from time to time to non-materially reconfigure, change, or modify the access ways as necessary subject to the Joint Use Agreement. For other changes material in nature, Landlord, after consultation with Tenant, may make such changes if commercially reasonable and such reconfiguration, change, or modification is consistent with the Joint Use Agreement and does not materially impair Tenant's rights under this Lease.

2. TERM. Tenant shall have and hold the Premises for a term commencing on 12:00 AM on September 1, 2054, and expiring at 11:59 PM on August 31, 2153 (the "**Term**"). Tenant shall have no right or option to extend or renew the Term beyond August 31, 2153. A

"**Lease Year**" shall be defined as each twelve-month period during the Term beginning on the Lease Effective Date, September 1, 2054, and each successive anniversary thereof.

3. RENT.

(a) Base Rent. Tenant shall pay base rent (the "**Base Rent**"), to Landlord during the Term. For each Lease Year, Tenant will pay to Landlord an annual Base Rent of One Dollar ($1.00). There shall be no escalation of Base Rent during the Term.

(b) Additional Rent. Tenant will pay and discharge during the Term, as additional rent, all Operating Expenses, Real Estate Taxes, and all other amounts, liabilities and obligations which Tenant assumes or agrees to pay or discharge pursuant to this Lease (collectively "**Additional Rent**").

4. TRIPLE NET LEASE; OPERATING EXPENSES. This is a triple net lease, subject to the Joint Use Agreement. Except to the limited extent that this Lease or the Joint Use Agreement expressly allocate a cost to Landlord without reimbursement, Tenant shall be responsible for all costs and expenses of every kind relating to the ownership, operation, maintenance, repair and replacement of the Premises and the improvements thereon that would or could have been payable by Landlord, except to the limited extent that this Lease or the Joint Use Agreement expressly allocates a particular cost to Landlord without reimbursement from Tenant. As Additional Rent, Tenant shall pay all Operating Expenses incurred by Landlord with respect to the Premises, invoiced by Landlord and payable within thirty (30) days after Tenant's receipt of such invoice. "**Operating Expenses**" include all costs of managing, operating, insuring, repairing, replacing, and properly maintaining the Premises and improvements, but exclude (i) costs for improvements, maintenance, or repairs specifically required for Landlord's

own use of the Premises, the Building Parcel, or the School Property, and (ii) any other costs that this Lease or the Joint Use Agreement expressly allocate to Landlord without reimbursement from Tenant.

5. TAXES.

(a) The Tenant is exempt from Real Estate Taxes as a department of Hamilton County government. Therefore, as between Landlord and Tenant, Landlord shall be solely responsible for, and shall timely pay before delinquency, all ad valorem real and personal property taxes, assessments, and other governmental charges, foreseen and unforeseen, that are levied, assessed, or imposed upon the Premises and upon any estate, leasehold, or other interest of Tenant therein, to the extent applicable under then-current law (the "**Real Estate Taxes**").

(b) The parties acknowledge that, immediately prior to the Effective Date, Landlord held the Premises subject to a determination of tax exemption issued by the Tennessee Board of Equalization by virtue of Landlord's fee ownership and use of the Premises for an exempt purpose. At Landlord's request, Tenant shall reasonably cooperate with Landlord in connection with Landlord's efforts to apply for, obtain, maintain, or retain any exemption from or reduction of (i) any portion of the Real Estate Taxes that is levied or assessed with respect to Landlord's interest in the Premises, and (ii) any personal property taxes levied or assessed with respect to Landlord's personal property located on or about the Premises, including executing such applications, forms, or other documents as may be reasonably requested by Landlord.

6. QUIET ENJOYMENT. So long as Tenant shall pay the Base Rent and Additional Rent as provided above, and all other sums payable under this Lease whenever the same shall become due, and shall keep all of the covenants and agreements required by it to be

kept during this Lease, and shall perform all of its other obligations under this Lease, and subject to the terms of this Lease, the Joint Use Agreement, and all matters of record affecting title to the Premises, Landlord covenants that Tenant shall have the right to peacefully and quietly occupy and enjoy the Premises for the full Term, subject only to the terms of this Lease, the PSA, the Joint Use Agreement, and the ROFR and Reversion Agreement, without disturbance by Landlord or anyone claiming by, through, or under Landlord. Without limiting the foregoing, and except as may be expressly permitted under the PSA or Concurrent Documents, Landlord shall have no right to terminate this Lease prior to the scheduled expiration of the Term or to reenter or take possession of the Premises or evict Tenant as a remedy for any Event of Default.

7. TITLE. The Premises are leased subject to the existing state of the title as of the Commencement Date; to all encroachments thereon or over any street or adjoining property; to any state of facts which an accurate survey or physical inspection thereof might show; to all zoning regulations, restrictions, rules and ordinances, and all building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having or acquiring jurisdiction.

8. USE OF PREMISES. Tenant is granted the right during the Term to occupy and use the Premises as [a school facility, including gymnasium, recreational and athletic facilities, educational and community programming, and related ancillary uses] ("**Use**"). Tenant may utilize tax-exempt general obligation bonds to build, develop, and/or improve the Premises, the Land Parcel, and/or the School Property, and Landlord agrees that it will not use or permit the use of the Premises in any manner that would reasonably be expected to cause interest on such bonds to become includable in gross income for federal income tax purposes, including, without limitation, by causing impermissible "private business use" or "unrelated trade or business" use

under applicable federal tax law ("**Impermissible Use**"), and Landlord shall reasonably cooperate with Tenant in providing such information and certifications as Tenant may reasonably request in connection therewith. Landlord's use of the Premises shall be coordinated with Tenant's rights of use and scheduling under the Joint Use Agreement. Tenant shall not use or occupy the Premises or permit the Premises to be used or occupied contrary to any statute or regulation applicable thereto or in a manner which would violate any certificate of occupancy affecting the same. Tenant has inspected and approved the Premises and accepts the Premises AS IS, WITH ALL FAULTS, WITH NO RELIANCE ON REPRESENTATION OR WARRANTY OF LANDLORD. LANDLORD HEREBY EXPRESSLY DISCLAIMS ANY WARRANTIES RELATED TO THE PREMISES, SPECIFICALLY INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. JOINT USE AGREEMENT; PRIORITY OF INTERPRETATION. This Lease is entered into in conjunction with that certain joint use and facilities agreement between Landlord and Tenant dated as of the Effective Date (the "**Joint Use Agreement**"). In the event of conflict between this Lease and the Joint Use Agreement regarding scheduling, shared use of facilities, parking allocations, or other matters addressed in the Joint Use Agreement, the Joint Use Agreement shall control as between Landlord and Tenant.

10. MAINTENANCE AND REPAIR.

Tenant shall keep and maintain the Premises in a good state of repair and in good and safe operating condition. Except as otherwise expressly provided in the Joint Use Agreement, Tenant shall also be responsible for all repairs, replacements, and capital improvements to the

Premises, provided, however, that Tenant shall not be responsible for, and Landlord shall perform and pay for, any improvements, maintenance, or repairs that are specifically required by Landlord for Landlord's own use of the Premises. If Tenant refuses or neglects to make repairs or replacements as required herein, Landlord shall have the right, but not the obligation, to make such repairs on behalf of and for the account of Tenant. In such event, such work shall be paid for by Tenant as Additional Rent within thirty (30) days of receipt of a bill therefor. Tenant shall maintain the Premises in compliance with all laws and governmental regulations pertaining to the Premises and the Tenant.

11. UTILITIES. Tenant shall contract for utility service to the Premises in its own name and shall be solely responsible for paying for such utility service. Landlord shall, at Landlord's shole cost and expense, cause the utility services serving the Premises to be separately metered from any other real property now or hereafter owned or operated by Landlord, including without limitation, the Building Parcel, to the extent practicable as determined by the parties in consultation with the applicable utility providers. Landlord shall be responsible for all design, installation, and activation costs for such separate metering, including any utility company fees, tap fees, connection charges, and material and equipment costs necessary to establish separately metered service to the Premises.

12. INSURANCE.

(a) Insurance Requirements. From and after the Effective Date and throughout the Term, Tenant shall, at its sole cost and expense, maintain insurance on the Premises and Tenant's operations thereon of the same general types and with aggregate limits and coverages substantially equivalent to those carried by Tenant with respect to the Premises immediately

prior to the Effective Date, subject to such adjustments as Tenant may make from time to time in the course of its operations. Tenant shall be named as an additional insured on Landlord's insurance policies relating to the Premises.

(b) Waiver of Subrogation. To the extent permitted by their respective insurance policies, Landlord and Tenant each waive, and shall cause their insurers to waive, any and all right of subrogation against the other party, and the other party's officers, employees and agents, for any loss or damage to property occurring in, on, or about the Premises or the Building to the extent such loss or damage is covered, or is required to be covered, by insurance required under this Lease. Failure of an insurer to acknowledge or endorse such waiver shall not affect the validity of this waiver between Landlord and Tenant.

13. CASUALTY. If the Premises or any portion thereof are totally or partially damaged or destroyed, thereby rendering the Premises totally or partially inaccessible or unusable, then Tenant shall diligently repair and restore the Premises to substantially the same condition they were in prior to such damage or destruction and the insurance proceeds received from the insurance coverage required under this Lease shall be used for such purpose to the extent available.

14. ALTERATIONS AND ADDITIONS. Tenant may, from time to time, construct, install, remove, replace, modify and make any and all alterations, additions, and improvements to the Premises (including structural and non-structural work and changes to building systems), in Tenant's sole discretion and without the need to obtain Landlord's consent, provided that all such work is performed (i) in compliance with applicable laws, ordinances, building codes and insurance requirements, and (ii) does not violate the terms of the Joint Use Agreement or

reasonably interfere with Landlord's rights of use thereunder. Notwithstanding the foregoing, any alterations, additions, improvements, maintenance, or repairs that are specifically required by Landlord for Landlord's use of the Premises, the Land Parcel, or the School Property shall be performed at Landlord's sole cost and expense.

15. LIENS. Should any mechanic's or other lien be filed against the Premises or any part thereof for any reason whatsoever by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after written notice by Landlord. Notwithstanding the foregoing, Tenant shall have no obligation to discharge, bond off, or pay any mechanic's or other lien to the extent arising out of (i) work, labor, services, or materials ordered, required, or performed on behalf of Landlord, or (ii) any alterations, additions, improvements, maintenance, or repairs that are specifically required by Landlord for Landlord's use of the Premises, the Land Parcel, or the School Property. Any such lien shall be the responsibility of Landlord to discharge, and Landlord shall promptly cause the same to be canceled and discharged of record.

16. FORCE MAJEURE. Except with respect to the payment of Base Rent, Additional Rent or any other monetary obligation under this Lease, in the event that either party hereto shall be prevented, as a result of any reason beyond its control, including by not limited to, acts of God, strikes, lockouts, labor troubles, public health matters and/or subsequent government mandated shutdowns, or inability to procure materials, restrictive governmental laws or reasons of similar nature not the fault of the party delayed in performing work or doing acts

required under the terms of this Lease and beyond the control of said party, then performance of such act shall be extended for a period equivalent to the period of such delay.

17. ESTOPPEL CERTIFICATES. Tenant shall, without charge, at any time and from time to time, upon not less than thirty (30) days' prior demand by Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modification), the amount of monthly and/or annual base annual rent and additional rent then being paid by Tenant, and the dates through which the base annual rent, additional rent and other charges have been paid, and stating whether or not to the best knowledge of the signer of such certificate Landlord is in default in performance of any covenant, agreement, term, provision or condition contained in this Lease and, if so, specifying each such default. Landlord and any existing or prospective lender or bond issuer providing or securing financing for the Premises may rely on any such certificate.

18. ASSIGNMENT AND SUBLETTING. Neither Landlord nor Tenant may assign this Lease or any of its rights or obligations hereunder without the prior written consent of the other Party, and any purported assignment without such consent shall be null and void; provided, however, that assignment to a successor owner of the interest of the Tenant in and to the Property shall not require separate consent, so long as such successor assumes this Lease and the Concurrent Documents in writing. Notwithstanding the foregoing, any assignment pursuant to this subparagraph 18 shall be limited to a party designated as a non-profit and tax exempt corporation . No assignment, sublease, or other transfer by Tenant shall release Tenant from, or limit Tenant's primary liability for, the full and timely performance of all obligations of Tenant

under this Lease, and Tenant shall remain fully liable hereon as a primary obligor notwithstanding any such assignment, sublease, or transfer.

19. DEFAULT. Tenant is in default under this Lease if Tenant (each, an "Event of Default"):

(a) fails to pay the full amount of the Base Rent, Additional Rent, or any other monetary amounts to be paid pursuant to this Lease within one-hundred twenty (120) days of the date such payment is due; or

(b) fails to do or perform any other act required of it under this Lease within the time periods specified herein and does not cure the failure within one-hundred twenty (120) days after written notice of default from Landlord, provided that, if such failure cannot reasonably be cured within such one-hundred twenty (120)-day period, Tenant shall not be in default so long as Tenant commences cure within such one-hundred twenty (120)-day period;

(c) uses or permits the Impermissible Use of the Premises, and fails to cease or correct such Impermissible Use within one-hundred twenty (120) days after written notice from Landlord; or

(d) there shall be filed by or against Tenant, in any court pursuant to any statute either of the United States or of any state, a petition (i) in bankruptcy, (ii) alleging insolvency, (iii) for reorganization, or (iv) for the appointment of a trustee or receiver, or (v) for an assignment for benefit of creditors, or if a similar type of proceeding shall be filed by or against Tenant or any guarantor of this Lease, and for which same is not vacated or dismissed within ninety (90) days from such filing.

20. REMEDY.

(a) Monetary Remedy. Upon the occurrence and continuance of an Event of Default, Landlord shall have the right, at its option and in addition to any other rights or remedies available at law or in equity (subject to the limitations in this Section), to:

(i) Recover Sums Due. Recover from Tenant all unpaid Base Rent, Additional Rent, and any other sums due under this Lease; and

(ii) Cure by Landlord. Cure such Event of Default on Tenant's behalf and for Tenant's account, and charge Tenant, as Additional Rent, all reasonable costs and expenses (including reasonable attorneys' fees) incurred by Landlord in connection with such cure, which amounts shall be payable by Tenant within sixty (60) days after written demand with reasonable supporting documentation.

(b) Equitable Relief. In addition, upon the occurrence and continuance of an Event of Default, Landlord shall be entitled to seek and obtain specific performance, injunctive relief, or other equitable remedies to compel Tenant's compliance with its obligations under this Lease, to the extent permitted by applicable law.

(c) No Termination or Eviction Remedy. Notwithstanding anything to the contrary contained in this Lease or under applicable law, Landlord shall have no right, and hereby waives any right it may otherwise have, to terminate this Lease prior to the scheduled expiration of the Term, to accelerate future Base Rent or Additional Rent, or to re-enter or take possession of the Premises or evict Tenant as a remedy for any Event of Default, and Tenant

shall have the right to occupy and use the Premises for the full Term subject to terms of this Lease and the Concurrent Documents.

21. HAZARDOUS SUBSTANCES. As used in this Section, "**Hazardous Substances**" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), or any other similar substances, or materials which are included under or required by any local, state or federal law, rules or regulations pertaining to environmental regulation, contamination or clean-up, including, without limitation, "**CERCLA,**" "**RCRA**" or state lien or state super lien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "**Environmental Laws**"). Tenant warrants, represents and covenants as follows:

(a) Tenant shall not allow any Hazardous Substances to be stored, located, discharged, possessed, managed, processed or otherwise handled on the Premises and shall comply with all Environmental Laws affecting the Premises.

(b) Tenant shall immediately notify Landlord should Tenant become aware of (i) any Hazardous Substance other environmental problem or liability with respect to the Premises or the underlying property, or (ii) any lien, action, or notice of the nature described in subparagraph (A) above. In the event Tenant, its employees, agents, contractors or customers solely cause the storage, location, discharge, possession, management, processing or handling of Hazardous Substances on the Premises, Tenant shall at Tenant's own cost and expense, take all actions as shall be necessary or advisable for the clean-up of the Premises, including all removal, containment and remedial actions in accordance with all applicable Environmental Laws (and in

all events in a manner satisfactory to Landlord), and shall further pay or cause to be paid at no expense to Landlord all clean-up, administrative, and enforcement costs of applicable government agencies which may be asserted against the Premises. All costs, including, without limitation, those costs set forth above, damages, liabilities, losses, claims, expenses (including attorneys' fees and disbursements) which are incurred by Landlord, without requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, shall be paid as Additional Rent by Tenant to Landlord as incurred within thirty (30) days after notice from Landlord itemizing the amounts incurred to the date of such notice. Without limiting the foregoing, in no event shall Tenant have any obligation to remediate or indemnify or hold harmless Landlord for any storage, location, discharge, possession, management, processing or handling of Hazardous Substances not caused by Tenant or its employees, agents, contractors or invitees.

22. MISCELLANEOUS.

(a) Binding Effect. All of the covenants contained in this Lease shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto to the same extent as if each such heir, legal representative, successor and assign were in each case named as party to this Lease.

(b) Effect of Concurrent Documents. This Lease and the other Concurrent Documents are executed as part of a single integrated transaction and shall be construed together. If a conflict exists among the Concurrent Documents after the Effective Date, the following order of precedence shall apply: (i) the Joint Use Agreement; (ii) the exhibits and schedules thereto; (iii) the Lease; and, (iv) the remaining Concurrent Documents, unless a particular document expressly states otherwise.

(c) Merger; Amendment. This Lease, together with the Concurrent Documents constitute the entire agreement between Landlord and Tenant with respect to the leasing of the Premises and supersedes all prior understandings and agreements between Landlord and Tenant solely with respect to such leasing relationship. Nothing in this Lease is intended to, and shall not be construed to, amend, supersede, or modify the Concurrent Documents. No agreement shall be effective to modify, amend or supplement this Lease, in whole or in part, unless such agreement is in writing and is signed by the party against whom enforcement of said change or modification is sought.

(d) Notices. Any notice required or permitted to be given in writing by either party pursuant to this Lease shall be deemed to have been properly given only if (i) personally delivered, (ii) sent by nationally recognized commercial overnight delivery service, or (iii) email, and, in the case of any of the foregoing, addressed to the other party at the addresses set forth below or to such other address as Landlord or Tenant may designate to each other from time to time by written notice. Notices shall be deemed to have been given on the day sent or deposited; provided, however, that any time period for a response or responsive action to such notice shall be measured from the date such notice is actually received (any notice actually received after 5:00 PM at the site of receipt shall be deemed received on the following business day).

If to Landlord: [•]

If to Tenant: [•]

(e) Governing Law; Venue; Severability; Construction. This Lease shall be governed by and construed in accordance with the laws of the State of Tennessee. Each

provision of this Lease shall be severable from all other provisions, and if any provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected but shall be enforced to the extent permitted by law (so long as each party receives its respective benefit of the bargain). The captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. Both Landlord and Tenant have had the opportunity to be represented by legal counsel in negotiating this Lease, and this Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

(f) Counterparts; Electronic Signatures. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Signatures transmitted by facsimile or in electronic (including PDF) form shall be deemed original signatures for all purposes.

(g) Time. Time is of the essence of this Lease. If the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday in the state in which the Premises are located, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday in said state.

(h) Brokers. Tenant represents and warrants that no broker has been retained by Tenant in connection with this Lease.

(i) Patriot Act. Each party represents that it is not, and is not directly or indirectly owned or controlled by, a person or entity that is subject to any sanctions administered or

enforced by the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC"), and is not identified on any OFAC list of specifically designated nationals and blocked persons. Each party agrees that it will not knowingly engage in any transaction under this Lease that would cause the other party to be in violation of such sanctions.

(j) Relationship of the Parties. The parties acknowledge that they are entering into this Lease, the PSA, the Joint Use Agreement and the other Concurrent Documents in furtherance of their respective public and charitable missions and a collaborative community purpose. Notwithstanding the foregoing, the relationship between Landlord and Tenant under this Lease is and shall remain solely that of landlord and tenant. Nothing in this Lease, the Concurrent Documents or any other agreement between the parties shall be deemed or construed to create a partnership, joint venture, agency, or other relationship of co-owners or co-venturers between Landlord and Tenant. Each party shall be solely responsible for its own debts, obligations and liabilities, and no party shall have authority to bind the other except as expressly set forth in a written agreement signed by both parties.

[SIGNATURE PAGE ATTACHED]

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Lease as of the date first written above.

YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN CHATTANOOGA

By: _____

Name: _____

Title: _____

Date: _____

HAMILTON COUNTY DEPARTMENT OF EDUCATION

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Subdivision Plat

[•]

EXHIBIT B

SITE PLAN

NORTH
TN STATE PLANE NAD 83 (2011)

NOTES:
1.) PRESENT ZONING CLASSIFICATION INST (INSTITUTIONAL ZONE) & I-H (INDUSTRIAL ZONE)
2.) AREA SUBDIVIDED BY THIS PLAT IS 12.51 ACRES±.
3.) TAX MAP NUMBER 118D-J-003.
4.) THIS PLAT SUBDIVIDES THE PROPERTY DESCRIBED IN DEED BOOK 2619, PAGE 40 AND DEED BOOK 1838, PAGE 634.
5.) THIS SUBDIVISION HAS BEEN DEVELOPED ACCORDING TO THE SUBDIVISION REGULATIONS OF THE CITY OF CHATTANOOGA.
6.) THE PURPOSE OF THIS PLAT IS TO CREATE TWO LOTS FROM THE PROPERTY DESCRIBED IN DEED BOOK 2619, PAGE 40 AND DEED BOOK 1838, PAGE 634.
7.) LOCAL GOVERNMENT DOES NOT CERTIFY THAT UTILITIES OR UTILITY CONNECTIONS ARE AVAILABLE.
8.) PUBLIC SANITARY SEWERS ARE AVAILABLE BY GRAVITY FLOW.
9.) STREET ADDRESS: 4138 HIXSON PIKE
10.) CITY ORDINANCE #13251 ENTITLED "STORMWATER RUNOFF AND EROSION CONTROL" SHALL APPLY TO ANY DISCHARGE OF SAME FROM THIS SUBDIVISION OF PROPERTY.
11.) NO FILL MATERIAL CAN BE PLACED IN A CONSTRUCTED DRAINAGE FACILITY IN SUCH A MANNER AS TO IMPEDE STORM WATER RUNOFF FLOW UNLESS APPROVED BY THE CITY ENGINEER.
12.) ALL CORNERS ARE 1/2" REBAR W/CAP UNLESS NOTED OTHERWISE.
13.) A 5' PRIVATE DRAINAGE EASEMENT SHALL BE RESERVED ALONG THE INSIDE OF ALL SIDE AND REAR LOT LINES. THESE DRAINAGE EASEMENTS SHALL BE AUTOMATICALLY ABANDONED IF TWO OR MORE LOTS ARE COMBINED, OR USED AS ONE LOT, OR IF NO SETBACK IS REQUIRED.
14.) DONE WITHOUT THE BENEFIT OF TITLE COMMITMENT.
15.) BASED ON GRAPHIC DETERMINATION THIS PROPERTY IS LOCATED IN ZONE "X" AND IS NOT IN A FEMA/FIRM SPECIAL FLOOD HAZARD AREA PER COMMUNITY PANEL NO. 47065C0332H, DATED 11/28/2025.
16.) THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION, STORAGE, OR DISTURBANCE OF VEGETATION WITHIN THE 30' OR 60' RIPARIAN BUFFERS FOR ALL WATERS OF THE U.S., EXCEPT AS PERMITTED IN WRITING BY THE CITY OF CHATTANOOGA'S SITE DEVELOPMENT MANAGER, WHETHER DEPICTED ON THE PLAT DRAWING(S) OR NOT.
17.) PRIVATE TRASH AND GARBAGE REMOVAL.

EXISTING MANHOLE S110P004
EXISTING MANHOLE S110P005
EXISTING MANHOLE S110P002
EXISTING MANHOLE S110P003
EXISTING MANHOLE S110P006
EXISTING MANHOLE S110P0025
EXISTING MANHOLE S119A001
EXISTING MANHOLE S119A002
CONCRETE RIGHT OF WAY MONUMENT, FOUND

S66°18'19"E-190.84' (M)
S3°06'41"E-181.93' (M)
S13°28'11"W-580.00' (M)
S27°47'53"W-546.00' (M)
N27°37'44"E-531.52' (M)
N27°39'45"E-100.50' (M)
S20°39'54"E-179.72' (M)
S77°52'15"E-2.38' (M)
S20°39'54"E-103.83' (M)
N68°55'04"E-21.51' (M)
S21°03'52"E-20.56' (M)
N69°32'54"E-7.58' (M)
S20°32'27"E-19.14' (M)
S69°32'54"W-7.41' (M)
S21°03'52"E-17.35' (M)
S68°57'20"W-115.07' (M)
S68°52'01"W-60.94' (M)
N21°05'36"W-8.91' (M)
S68°54'41"W-98.68' (M)
N65°38'26"W-38.63' (M)
N20°52'15"W-437.31' (M)
N20°52'15"W-267.03' (M)
N24°07'45"E-82.02' (M)
S74°27'05"W-271.91' (M)
N57°39'59"W-145.00' (M)

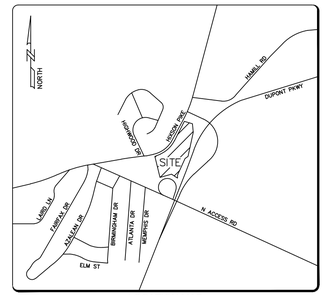
L=137.03', R=477.50'
CH=N35°41'32"E-136.57'(M)
L=286.28', R=477.50'
CH=N61°05'21"E-282.01'(M)
L=93.74', R=477.50'
CH=N83°53'19"E-93.59'(M)

HIXSON PIKE
(RIGHT-OF-WAY VARIES)
DUPONT PKWY
(RIGHT-OF-WAY VARIES)

LOT 1
1.89 AC±
82,251 SF±
LOT 2
10.62 AC±
462,781 SF±

EXISTING BUILDING
EXISTING BUILDING
HAMILTON COUNTY DEPT OF EDUCATION
DEED BOOK 5117, PAGE 449
TAX MAP No.: 118D-J-002
STATE OF TENNESSEE
NO DEED RECORD FOUND
DEED LINES TO BE ABANDONED (TYP.)
EAST TERM. PIPE LINE EASEMENT DEED BOOK 5117, PAGE 449 FIELD LOCATED ON 03-06-2025

APPROVED FOR RECORDING
HAMILTON COUNTY
GEOSPATIAL TECHNOLOGY
DATE _____
BY _____
JURISDICTIONAL AUTHORITY
DATE _____
BY _____
CHATTA/HAM CNTY REGIONAL
PLANNING COMMISSION
DATE _____
BY _____



LOCATION MAP
N.T.S.

OWNER STATEMENT
I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY SHOWN AND ADOPT THIS AS MY PLAN OF SUBDIVISION.

YOUNG MENS CHRISTIAN ASSOCIATION OF CHATTANOOGA
301 W. 6TH ST
CHATTANOOGA, TN 37402
423-877-3517

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

SURVEYOR STATEMENT
I CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREON; THAT THE SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE SURVEY WAS DONE IN COMPLIANCE WITH CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE AND THAT THE RATIO OF PRECISION OF UNADJUSTED SURVEY IS BETTER THAN 1:10,000 (CATEGORY I)

REVIEW

DWG. NO.:2026-88-2

FINAL PLAT LOTS 1& 2

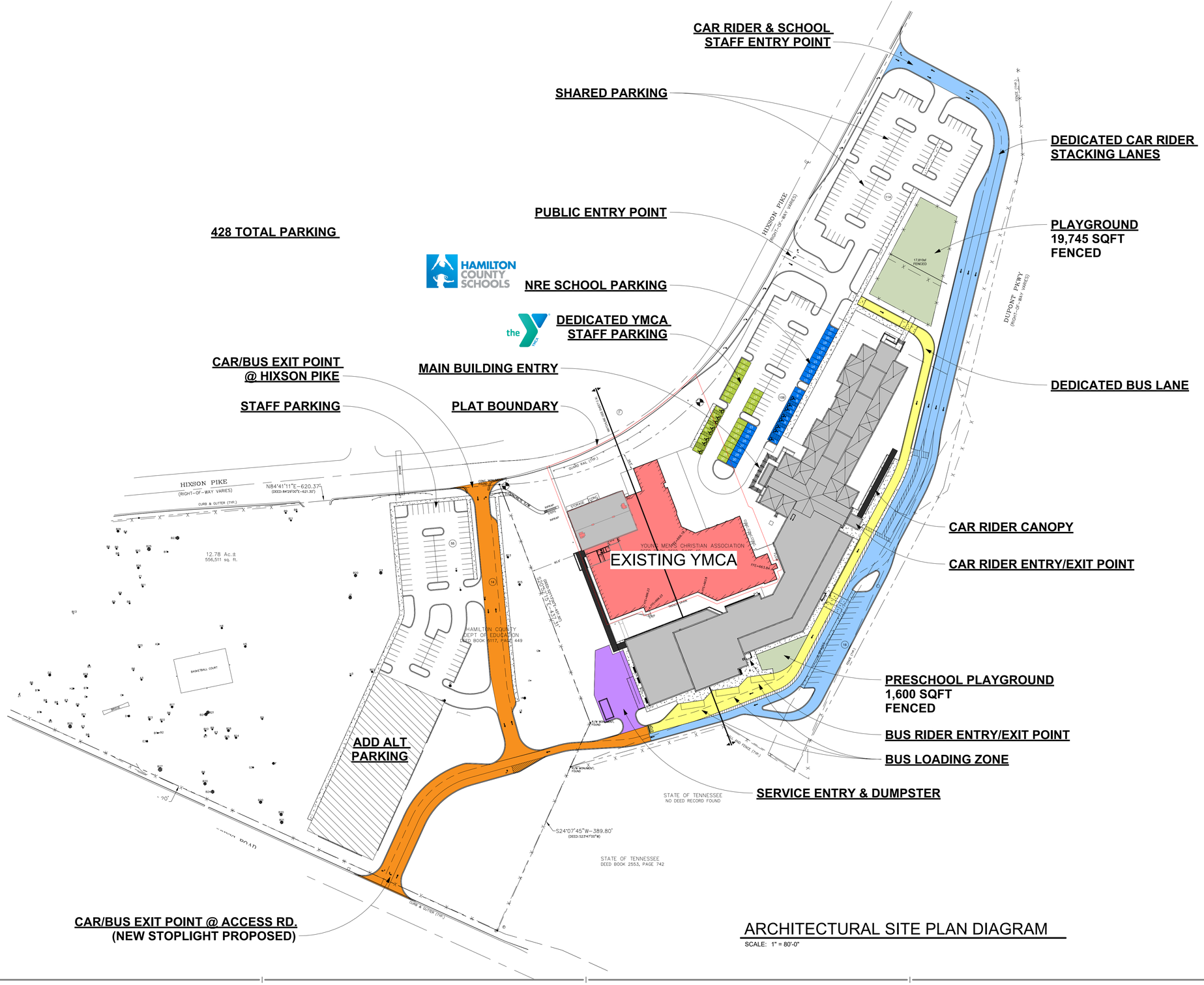
YMCA SUBDIVISION

OF THE PROPERTIES DESCRIBED IN DEED BOOK 2619, PAGE 40 AND DEED BOOK 1838, PAGE 634, R.O.H.C., CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE

HOPKINS SURVEYING GROUP
175 Hamm Road – P.O. Box 4366
Chattanooga, Tennessee 37405
(423) 267-3751 Office

Copyright – By Hopkins Surveying Group

DRAWN BY: LA	SHEET NO.: 1 OF 1	DWG.No: 2026-88-2
SCALE: 1" = 60'	DATE: 4/27/2026	REF. DWG.: 2025-7
PROPERTY ADDRESS: 4138 HIXSON PIKE		TAX MAP No.: 118D-J-003



ARCHITECTURAL SITE PLAN DIAGRAM

SCALE: 1" = 80'-0"

03/19/2026

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Hamilton County Department of Education

NORTH RIVER ELEMENTARY SCHOOL

4134 Hixson Pike
Hixson, TN 37415

Design Development

SITE PLAN DIAGRAM A100

franklin | architects

ADDRESS OF OWNER(S):	SEND TAX BILLS TO:	MAP PARCEL NO.
(Name)	(Name) **SAME**	**[•]**
(Street Address) **PO Box 226**	(Street Address)	
(City) (State) (Zip) **[•]**	(City) (State) (Zip)	

This Instrument Prepared by

Chambliss, Bahner & Stophel, P.C.
Liberty Tower
605 Chestnut Street, Suite 1700
Chattanooga, Tennessee 37450

AGREEMENT AND NOTICE OF REVERSION AND RIGHT OF FIRST REFUSAL

THIS AGREEMENT AND NOTICE OF REVERSION AND RIGHT OF FIRST REFUSAL (this "**Agreement**") is executed this ____ day of _____, 2026 (the "**Effective Date**"), by and between Young Men's Christian Association of Metropolitan Chattanooga (**"YMCA"**), a Tennessee nonprofit corporation, and Hamilton County, Tennessee, a subdivision of the State of Tennessee (**"Hamilton County"**), and Hamilton County Department of Education (**"HCDE"**). Hamilton Conty and HCDE are collectively referred to as **"HC Parties"**. The HC Parties and the YMCA are individually referred to as **"Party"** and collectively referred to as **"Parties"**.

RECITALS

WHEREAS, Hamilton County and HCDE are fee simple owners of those tracts of real property located in Hamilton County, Tennessee being more particularly described on Exhibit A-1 and Exhibit A-2 attached to and made a part of this Agreement (**"Property"**); and,

WHEREAS, HC Parties and YMCA are parties to that certain Purchase and Sale Agreement dated as of [•], 2026 (the "**PSA**") pursuant to which YMCA conveyed the Property to the HC Parties; and,

WHEREAS, the Parties desire to grant and confirm certain rights of first refusal with respect to the Building Parcel (defined below) and the Land Parcel (defined below), and confirm a reversionary interest in the Building Parcel in favor of YMCA, all as contemplated in the PSA.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Defined Terms. As used in this Agreement:
    a. "**Building Parcel**" shall mean the parcel described on Exhibit A-1.
    b. "**Closing**" or "**Closing Date**" shall mean the date upon which the HC Parties acquire title to the Property.
    c. "**Concurrent Documents**" shall mean all of the following: the Purchase & Sale Agreement, Joint Use Agreement and ROFR And Reversion Agreement, YMCA Lease and Gym Lease.
    d. "**Gym Lease**" shall mean the triple-net lease for the Gym located on the Building Parcel, effective as of the Reversion Date, and executed at Closing by and between the YMCA as Landlord and HCDE as Tenant.
    e. "**Joint Use Agreement**" shall mean the Joint Use & Facilities Agreement executed by the Parties relating to the Property effective as of the Closing Date.
    f. "**Land Parcel**" shall mean the parcel described on Exhibit A-2.
    g. "**Property**" shall mean, collectively, the Building Parcel and the Land Parcel.
    h. "**Purchase and Sale Agreement**" or "PSA" shall mean the Purchase and Sale Agreement for the Property executed by the Parties dated [_____].
    i. "**Right Of First Refusal And Reversion Agreement**" or, "**ROFR and Reversion Agreement**" shall mean this Agreement.
    j. "**YMCA Lease**" shall mean the triple-net lease for the Building Parcel executed at Closing by and between the HC Parties, as landlord, and YMCA, as tenant.

2. Reversionary Interest. For the purposes of this Agreement, "**Reversionary Interest**" means YMCA's vested future interest in the Building Parcel pursuant to which fee simple title to the Building Parcel will automatically revert to and vest in YMCA, its successors and assigns, on the Reversion Date. The Reversionary Interest shall be effective commencing as of the Effective Date of this Agreement and continue in full force and effect through and including September 1, 2054 (the "**Reversion Date**"), at which time, without the necessity of any further act or conveyance, (a) HC Parties' fee simple title in and to the Building Parcel shall automatically terminate; and, (b) fee simple title to the Building Parcel shall automatically revert to and vest in YMCA, subject only to those matters of record affecting title to the Building Parcel as of the Effective Date and any additional matters expressly agreed to by HC Parties and YMCA in this Agreement or in a separate written instrument. HC Parties shall, at Holder's reasonable request and expense, execute, acknowledge, and deliver such further deeds and other instruments as may be reasonably necessary or appropriate to evidence and confirm the reversion of fee title to the Building Parcel to YMCA as of the Reversion Date; provided, however, that the effectiveness of the Reversionary Interest shall not be conditioned upon the execution or recording of any such confirmatory instrument.

3. YMCA Right of First Refusal. HC Parties hereby grant YMCA the right of first refusal to purchase all or any portion of the Building Parcel (the "**Building ROFR**") and/or all or any portion of the Land Parcel (the "**Land ROFR**"). If, at any time, HC Parties determine to sell, transfer, or otherwise convey fee simple title to all or any portion of the Building Parcel and/or the Land Parcel (each, a "**Proposed Transfer**"), HC Parties shall, before marketing or entering into any binding agreement with a third party, first offer to sell such portion of the Building Parcel and/or the Land Parcel (the "**Offered Property**") to YMCA for a purchase price of [One] Dollar ($[1].00), by delivering written notice to YMCA describing the Offered Property and stating HC Parties' election to sell (the "**ROFR Notice**"). The date of YMCA's receipt of the ROFR Notice shall be the "**Notice Date**."

YMCA shall have twenty (20) business days after the Notice Date to deliver to HC Parties written notice electing to purchase the Offered Property pursuant to this Section 4. If YMCA timely elects to exercise the applicable ROFR, HC Parties and YMCA shall promptly enter into a customary purchase and

sale agreement consistent with this Section 4 and shall proceed to close the sale and purchase of the Offered Property within sixty (60) days after execution of such agreement (or on such other date as they may mutually agree).

If YMCA waives the applicable ROFR in writing or fails to give timely notice to Owners of its election to exercise the applicable ROFR, then, with respect to that Proposed Transfer only, HC Parties shall be entitled, for a period of one hundred eighty (180) days after the expiration of Holder's response period, to sell or otherwise transfer the Offered Property to any third party on such terms and conditions as HC Parties may determine in their sole discretion. If HC Parties do not consummate such sale or transfer within that one hundred eighty (180) day period, then any subsequent Proposed Transfer of the Offered Property shall again be subject to the applicable ROFR and the procedures set forth in this Section 4.

4. HC Parties' Right of First Refusal. YMCA hereby grants HC Parties (individually and collectively) the right of first refusal to purchase all or any portion of the Building Parcel effective as of the Reversion Date. If, at any time on or after the Reversion Date, YMCA determines to sell, transfer, or otherwise convey fee simple title to all or any portion of the Building Parcel (a "**Proposed Transfer By YMCA**"), YMCA shall, before marketing or entering into any binding agreement with a third party, first offer to sell such portion of the Building Parcel (the **"YMCA Offered Property**") to HC Parties for a purchase price of [One] Dollar ($[1].00), by delivering written notice to HC Parties describing the YMCA Offered Property and stating YMCA's election to sell (the "**ROFR Notice**"). The date of HC Parties' receipt of the ROFR Notice shall be the "**Notice Date**."

HC Parties shall have twenty (20) business days after the Notice Date to deliver to YMCA written notice electing to purchase the YMCA Offered Property pursuant to this Section 4. The Building ROFR may be exercised by Hamilton County or HCDE, collectively, or individually. If HC Parties (or either one of them) timely elect to exercise the applicable ROFR, HC Parties and YMCA shall promptly enter into a customary purchase and sale agreement consistent with this Section 5 and shall proceed to close the sale and purchase of the YMCA Offered Property within sixty (60) days after execution of such agreement (or on such other date as they may mutually agree).

If HC Parties both waive the applicable ROFR in writing or if both HC Parties fail to give timely notice to Owners of its election to exercise the applicable ROFR, then, with respect to that Proposed Transfer only, YMCA shall be entitled, for a period of one hundred eighty (180) days after the expiration of HC Parties' response period, to sell or otherwise transfer the Offered Property to any third party on such terms and conditions as YMCA may determine in their sole discretion. If YMCA does not consummate such sale or transfer within that one hundred eighty (180) day period, then any subsequent Proposed Transfer of the Offered Property shall again be subject to the applicable ROFR and the procedures set forth in this Section 5.

5. Consideration. The parties acknowledge and agree that this Agreement and the rights and obligations contained herein (including the Reversionary Interest, the Building ROFR, and the Land ROFR), are being entered into concurrently with, and as an integral part of, the transaction contemplated by the PSA. All consideration for this Agreement is contained in and provided under the PSA, including, without limitation, the conveyance for value of the Property described therein. The receipt and sufficiency of such consideration are hereby acknowledged by HC Parties and YMCA, and no separate or additional monetary consideration is required to be paid under this Agreement.

6. Term. The Building ROFR and the Land ROFR granted to YMCA in Section 4 shall each commence as of the Effective Date of this Agreement. The Building ROFR granted to HC Parties in Section 5 shall commence on the Reversion Date as provided in Section 5.

The Building ROFR granted to the YMCA in Section 4 shall apply only during such time as the HC Parties (or any of them) hold fee simple title to the Building Parcel and shall automatically terminate, without necessity of further action by any party, on the earlier of (a) the Reversion Date, and (b) the date HC Parties or their successors in interest no longer hold fee simple title to the Building Parcel.

The Building ROFR granted to the HC Parties in Section 5 shall apply only during such time as the YMCA holds fee simple title to the Building Parcel and shall automatically terminate, without necessity of further action by any party, on the earlier of (a) the date YMCA or their successors in interest no longer hold fee simple title to the Building Parcel, and (b) ninety (90) years after the Effective Date.

The Land ROFR granted to YMCA in Section 4 and the Building ROFR granted to HC Parties in Section 5 is intended to apply on a continuing basis for so long as the Parties, or any successor in interest hold fee simple title to the Land Parcel and Building Parcel respectively; provided, however, that, notwithstanding anything to the contrary contained in this Agreement, in no event shall the Land ROFR or the Building ROFR remain in effect beyond the period permitted by any applicable rule against perpetuities or similar rule under Tennessee law. If, but for the foregoing, the Land ROFR or Building ROFR granted to HC Parties would remain in effect beyond ninety (90) years after the Effective Date, then said ROFR shall automatically terminate, without the necessity of further action by any party, on the date that is ninety (90) years after the Effective Date.

7. Assignment. The YMCA may without prior written consent assign the rights under this Agreement under the same terms for YMCA under section 13.3 of the Joint Use Agreement dated August ___, 2026.

8. Modification. This Agreement may only be amended or modified by an instrument in writing executed by both HC Parties and YMCA.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

10. Invalidity. If any term or provision of this Agreement or application thereof is held invalid or unenforceable, the balance of this Agreement shall not be affected, and each remaining term and provision of this Agreement shall be valid and shall be enforced to the fullest extent provided by law.

11. Effect of Concurrent Documents Prior To Closing. This Agreement and the other Concurrent Documents are executed as part of a single integrated transaction and shall be construed together.

a. If a conflict exists among the Concurrent Documents before the Closing Date, the following order of precedence shall apply: (A) the PSA; (B) the Joint Use Agreement; (C) the exhibits and schedules thereto; (D) this Agreement; and, (E) the remaining Concurrent Documents, unless a particular document expressly states otherwise.

b. If a conflict exists among the Concurrent Documents after the Closing Date, the following order of precedence shall apply: (A) the Joint Use Agreement; (B) the exhibits and schedules thereto; (C) this Agreement; and, (D) the remaining Concurrent Documents, unless a particular document expressly states otherwise.

[Execution Pages Follow]

IN WITNESS WHEREOF the undersigned have executed this Agreement effective as of the date first set forth above.

HAMILTON COUNTY, TENNESSEE By: _____ Name: _____ Title: _____ Date: _____

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, a Notary Public of the state and county mentioned, personally appeared _____(name), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____(title) of HAMILTON COUNTY, TENNESSEE, the within named bargainor, and that such person, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in Hamilton County, Tennessee, this ___ day of _____, 2026.

_____
Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF the undersigned have executed this Agreement effective as of the date first set forth above.

HAMILTON COUNTY DEPARTMENT OF EDUCATION By: _____ Name: _____ Title: _____ Date: _____

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, a Notary Public of the state and county mentioned, personally appeared _____(name), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____(title) of HAMILTON COUNTY DEPARTMENT OF EDUCATION the within named bargainor, and that such person, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in Hamilton County, Tennessee, this ___ day of _____, 2026.

_____
Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF the undersigned has executed this Agreement effective as of the date first set forth above.

YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN CHATTANOOGA

By: _____
Name: _____
Title: _____

Date: _____

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, a Notary Public of the state and county mentioned, personally appeared _____(name), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____(title) of YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN CHATTANOOGA, a nonprofit corporation, the within named bargainor, and that such person, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in Hamilton County, Tennessee, this ___ day of _____, 2026.

_____
Notary Public

My Commission Expires: _____

STATE OF TENNESSEE :
:
COUNTY OF HAMILTON :

The actual consideration or value, whichever is greater, for this transfer is $[•].

Affiant:_____
Name: _____
Title: _____

Subscribed and sworn to before me,
on this _____ day of _____, 2026.

_____
Notary Public

My commission expires:_____

EXHIBIT A-1

EXHIBIT A-2

HAMILTON COUNTY SCHOOLS

3074 Claude Ramsey Parkway
Chattanooga, TN 37421

To: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

From: Mary Ellen Heuton, Chief Financial Officer
Lindsay Cepero, Director of Procurement

Date: August 13, 2026

Subject: June 2026 Legal Services Summary

Board Agenda Category:

- ☐ Consent Agenda
- ☐ Action Item
- ☑ Reports and Information

The following reflects the legal fees paid for services received during the month of June 2026.

Bennett & DeCamp, PLLC		
	Retainer	$20,000.00
	TOTAL	**$20,000.00**

Opportunity 2030 Commitment Connection

- ☑ Every Student Learns
- ☑ Every Student Belongs
- ☑ Every School Equipped
- ☑ Every Employee Valued
- ☑ Every Community Served