

Hamilton County Department of Education  
Hamilton County Board of Education Board Meeting - Regular Session  
November 9, 2023 6:00 PM  
3074 Hickory Valley Road  
Chattanooga, TN 37421

I. Roll Call

II. \*\*Approval of the Agenda

III. Executive Session - No

IV. Pledge to the Flag and Meditation - Cami Mitchell, Kindergarten Teacher at Allen Elementary

V. Exemplars of Excellence

A. State Champions and TSSAA Honorees - Tim James, District Athletic Director

VI. 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.

VII. \*\*Approval of the Consent Agenda

A. Approval of the Minutes of the October 19, 2023 Regular Session

B. Executive Committee Report

C. Deputy Superintendent - Dr. Sonia Stewart

1. Field Trips

a. Dr. Chip Dale Community Superintendent Harrison Bay

b. Elaine Harper Community Superintendent North River

c. Dr. Shane Harwood - Community Superintendent Rock Point

D. Chief Financial Officer - Mary Ellen Heuton, CPA

1. Bids/Contracts

2. Financial Reports

3. Budget Amendments

a. Federal Grants, State Grants, and Self-Funded Programs

b. School Nutrition Amendments

E. Chief Strategy Officer - Shannon Moody

1. Board Policies - Second and Final Reading

a. Board Policy 4.202 - Exceptional Education

b. Board Policy 1.212 - Charter School Application Process

c. Board Policy 4.2121 - Charter School Renewal

d. PULLED FROM AGENDA - NOT APPROVED - Board Policy 6.3023 - Disciplinary Procedures for Students Receiving Special Education

e. Board Policy 5.307 - Physical Assault Leave as Amended

f. Board Policy 5.311 - On-the-Job Injury - As Amended

g. Board Policy 6.500 - Special Education Students

h. Board Policy 6.504 - Migrant Students

VIII. Board Matters

A. Chief Talent Officer - Dr. Zac Brown

1. \*\*New and Updated Job Classifications

2. \*\*LEA Compliance Report

B. Chief Operations Officer - Dr. Robert Sharpe

1. \*\*Memorandum of Agreement with Funds for Excellence for Turf Fields

C. Chief Operations Officer - Dr. Neelie Parker

1. **\*\*Exceptional Education MOU with BCBS for Project SEARCH**

D. Director of Maintenance and Operations - Justin Witt

1. **\*\*Gateway Building Sales Agreement**

E. Chief Strategy Officer - Shannon Moody

1. Board Policies - First Reading

a. PULLED FROM THE AGENDA - NOT APPROVED - Board Policy - 3.202 -  
Emergency Preparedness Plan

b. Board Policy 3.209 - Estimating Facility Costs

c. PULLED FROM THE AGENDA - NOT APPROVED - Board Policy 5.301 - Religious,  
Emergency, and Legal Leave

d. Board Policy 3.600 - Insurance Management as Amended

IX. Information Only

A. Legal Services Report

X. Events/Announcements

XI. Adjourn



**HAMILTON  
COUNTY  
SCHOOLS**

**Hamilton County Department of Education  
Operations Office  
3074 Hickory Valley Rd  
Chattanooga, TN 37421  
(423) 498-7023**

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### **Memorandum**

To: Hamilton County Board of Education

Justin Robertson, Ed.D.  
Superintendent

From: Tim James  
District Athletic Director

Date: November 9<sup>th</sup>, 2023

Re: State Champions and TSSAA Honorees

It is with great pleasure that we recognize the following Hamilton County Middle School athletes for their accomplishments in this year's TMSAA State Tennis Championship.

**From the North River Learning Community and District 3  
The Hixson Middle School Wildcats  
Boys State Champion Tennis Team**

Brock Beach  
Sawyer Bledsoe  
Samuel Bolich  
Campbell Inman  
Aleks Martin  
Liam Patten

**Head Coach - David Phillips**

#### **TSSAA Awards**

*The A.F. Bridges Awards program includes Divisional Awards for schools that have shown exemplary sportsmanship and awards for individuals in the categories of School System Administrator of the Year, Principal of the Year, Athletic Director of the Year,*

*Female Coach of the Year, Male Coach of the Year, Official of the Year, and Contributor of the Year.*

**It is with great pleasure we recognize the recipients of the 22-23 TSSAA East Regional AF Bridges Sportsmanship Awards.**

**Principal of the Year** – Brent Eller from East Hamilton High School

**Female Coach of the Year** – Norma Nelson – East Hamilton High School

**Athletic Director of the Year** – Jay Williams – Ooltewah High School

*The TSSAA Distinguished Service Award is awarded to individuals who go above and beyond in the service of their students, school and community.*

**It is with great pleasure we recognize the recipient of the 22-23 TSSAA Distinguished Service Award.**

Coach Levar Brown - Brainerd High School

We would like to congratulate them all for this wonderful accomplishment. Hamilton County Schools are very proud of its student-athletes, administrators and coaches.

Hamilton County Department of Education – Draft Minutes – Not Yet Approved by the Board  
Hamilton County Board of Education  
Board Meeting - Regular Session  
October 19, 2023 6:00 PM  
3074 Hickory Valley Road  
Chattanooga, TN 37421

I. Roll Call

II. \*\*Approval of the Agenda

III. Executive Session - No

IV. Pledge to the Flag and Meditation - Shelly Jackson, Principal of Alpine Crest Elementary

V. Exemplars of Excellence

A. Deputy Superintendent - Dr. Sonia Stewart

1. National Merit Scholarship Semifinalists

B. Community Superintendent, RPLC - Dr. Shane Harwood

1. Nolan Elementary PTA - National PTA School of Excellence

2. Nolan Elementary - National Blue Ribbon School for 2023

VI. 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.

VII. \*\*Approval of the Consent Agenda

A. Approval of the Minutes of the September 21, 2023 Quarterly Session

B. Executive Committee Report

C. Deputy Superintendent - Dr. Sonia Stewart

1. Field Trips

a. Dr. Chip Dale Community Superintendent Harrison Bay

b. Elaine Harper Community Superintendent North River

c. Dr. Shane Harwood - Community Superintendent Rock Point

d. Missionary Ridge Learning Community Field Trips

D. Chief Financial Officer - Mary Ellen Heuton, CPA

1. Bids/Contracts

2. Financial Reports

3. Budget Amendments

a. Federal Grants, State Grants, and Self-Funded Programs

4. Grant Application Requests

a. ESSER 3 - Angelia Askins, Executive Director of Grants and Federal Programs

E. Chief Operations Officer - Dr. Robert Sharpe

1. Engineering/Design Services - Justin Witt

F. Chief Strategy Officer - Shannon Moody

1. Board Policies - Second and Final Read

a. Board Policy 5.904 - Collaborative Conferencing Progress Reporting-Rescinded

b. Board Policy 1.400 - School Board Meetings

c. Board Policy 1.404 - Appearances before the Board

d. Board Policy 1.804 - Drug-free Workplace

e. Board Policy 5.205 - Retirement

f. Board Policy 5.501 - Employee Grievances

- g. Board Policy - 5.802 - Qualifications and Duties of the Director of Schools
- h. Board Policy 5.803 - Evaluation of the Director of Schools
- i. Board Policy 5.901 - Scope of Professional Collaborative Conferencing-Rescinded
- j. Board Policy 5.902 - Board Collaborative Conferencing-Rescinded
- k. Board Policy 5.903 - Director of Schools/Role in Collaborative Conferences-Rescinded
- l. Board Policy 5.6001 - Workplace Violence
- m. Board Policy 6.601 - Student Records Annual Notification of Rights
- n. Board Policy 6.6.02 - Student Records Inspection & Correction Procedure

VIII. Administrative Business Matters

A. Chief Talent Officer - Dr. Zac Brown

- 1. \*\*Updated Job Classifications
  - Director of Innovation
  - Coordinator of Community Partnerships (vacant)
  - Coordinator of Family Engagement (vacant)
  - Coordinator of Strategic Projects & Policy
  - Manager of Community Partnerships (vacant)

B. Chief Operations Officer - Dr. Robert Sharpe

- 1. \*\*Old CSLA - TDOT Easement and TOW Acquisition - Justin Witt

IX. Board Matters

A. Chief Strategy Officer - Shannon Moody

- 1. Board Policies - First Reading
  - a. Board Policy 4.202 - Exceptional Education
  - b. Board Policy 4.212 - Charter School
  - c. Board Policy 4.2121 - Charter School Renewal
  - d. **PULLED FROM AGENDA - Board Policy 6.3023 - Disciplinary Procedures for Students Receiving Special Education**
  - e. Board Policy 5.307 - Physical Assault Leave
  - f. Board Policy 5.311 - On-the-Job- Injury
  - g. Board Policy 6.500 - Special Education Students
  - h. Board Policy 6.504 - Migrant Students
- 2. \*\*TISA Accountability Report

X. Information Only

A. Legal Services Report

XI. Events/Announcements

- |   |   |
|---|---|
| <p>A. Friday, October 20, 2023<br/>Report Cards</p>   | <p>B. October 23-27, 2023<br/>Schools 1/2 Day for Parent Conferences<br/>1/2 Day Teacher Inservice</p>                |
| <p>C. Tuesday, October 24, 2023 6:00-7:30<br/>Replace Soddy Daisy Middle<br/>Soddy Daisy High</p>   | <p>D. Thursday, October 26, 2023 6:00-7:30 p.m.<br/>Plan for Growth in the Howard Community<br/>The Howard School</p> |
| <p>E. Monday, November 6, 2023 6:00-7:30<br/>Expand Thrasher Elementary<br/>Thrasher Elementary</p> | <p>F. Wednesday, November 8, 2023<br/>1/2 Day for Students - Buses will run<br/>1/2 Day for Teacher Planning</p>      |

G. Thursday, November 9, 2023  
Board Agenda Work Session 4:30 p.m.  
Board Regular Session 6:00 p.m.

XII. Adjourn

Hamilton County Department of Education  
Hamilton County Board of Education  
Board Meeting - Regular Session  
October 19, 2023 6:00 PM  
3074 Hickory Valley Road  
Chattanooga, TN 37421

## **I. Roll Call**

Attendance Taken at 6:00 PM.

Mrs. Jill Black:	Absent
Mr. Ben Connor:	Present
Mr. Larry Grohn:	Present
Mrs. Karitsa Jones:	Present
Mr. Gary Kuehn:	Present
Mr. Marco Perez:	Present
Mrs. Faye Robinson:	Present
Mrs. Tiffanie Robinson:	Present
Mr. Joe Smith:	Present
Mrs. Rhonda Thurman:	Present
Dr. Joe Wingate:	Present

Also in attendance: Dr. Justin Robertson, Superintendent

## **II. \*\*Approval of the Agenda**

**Passed:** Approval of the agenda passed with a motion by Mr. Gary Kuehn and a second by Mrs. Tiffanie Robinson.

Mrs. Jill Black:	Absent
Mr. Ben Connor:	Yes
Mr. Larry Grohn:	Yes
Mrs. Karitsa Jones:	Yes
Mr. Gary Kuehn:	Yes
Mr. Marco Perez:	Yes
Mrs. Faye Robinson:	Yes
Mrs. Tiffanie Robinson:	Yes
Mr. Joe Smith:	Yes
Mrs. Rhonda Thurman:	Yes
Dr. Joe Wingate:	Yes

Yes: 10, No: 0, Absent: 1

**Passed:** Approval of the following amendments to the agenda: Under Item VII. Consent Agenda, add VII.F. Chief Strategy Officer - Shannon Moody, Item VII.F.1. Board Policies Second and Final Reading 1.400 School Board Meetings 1.403 Agendas 1.404 Appearances before the Board 1.804 Drug-free Workplace 5.205 Retirement 5.501 Employee Grievances 5.802 Qualifications

and Duties of the Director of Schools 5.803 Evaluation of the Director of Schools 5.901 Scope of Professional Collaborative Conferencing- Rescinded 5.902 Board Collaborative Conferencing- Rescinded 5.903 Director of Schools/ Role in Collaborative Conferences-Rescinded 5.904 Collaborative Conferencing Progress Reporting- Rescinded 5.6001 Workplace Violence 6.601 Student Records Annual Notification of Rights 6.602 Student Records Inspection & Correction Procedure Under Item IX. Board Matters, IX.A. Chief Strategy Officer - Shannon Moody, Item IX.A.1 Board Policies First Reading - please pull Item IX.A.1.d - Board Policy 6.3023 - Disciplinary Procedures for Students Receiving Special Education passed with a motion by Mr. Marco Perez and a second by Mr. Larry Grohn.

Mrs. Jill Black: Absent  
Mr. Ben Connor: Yes  
Mr. Larry Grohn: Yes  
Mrs. Karitsa Jones: Yes  
Mr. Gary Kuehn: Yes  
Mr. Marco Perez: Yes  
Mrs. Faye Robinson: Yes  
Mrs. Tiffanie Robinson: Yes  
Mr. Joe Smith: Yes  
Mrs. Rhonda Thurman: Yes  
Dr. Joe Wingate: Yes

Yes: 10, No: 0, Absent: 1

### **III. Executive Session - No**

### **IV. Pledge to the Flag and Meditation - Shelly Jackson, Principal of Alpine Crest Elementary**

#### **V. Exemplars of Excellence**

- A. Deputy Superintendent - Dr. Sonia Stewart
  - 1. National Merit Scholarship Semifinalists
- B. Community Superintendent, RPLC - Dr. Shane Harwood
  - 1. Nolan Elementary PTA - National PTA School of Excellence
  - 2. Nolan Elementary - National Blue Ribbon School for 2023

**VI. 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.**

Disclaimers were made by Mr. Thurman, Mrs. Tiffanie Robinson, Mrs. Jones, Mr. Perez, Mr. Kuehn, and Dr. Wingate.

#### **VII. \*\*Approval of the Consent Agenda**

**Passed:** Approval of the Consent Agenda with the following item being pulled by Mrs. Thurman VII.C.1.c. #7 CCA - Eighteen 8th-11th grade students will travel to the UK, France, Germany

and Austria, June 2-14, 2024, to take part in the D-day 80th Anniversary Tour passed with a motion by Mr. Larry Grohn and a second by Mr. Gary Kuehn.

Mrs. Jill Black: Absent  
Mr. Ben Connor: Yes  
Mr. Larry Grohn: Yes  
Mrs. Karitsa Jones: Yes  
Mr. Gary Kuehn: Yes  
Mr. Marco Perez: Yes  
Mrs. Faye Robinson: Yes  
Mrs. Tiffanie Robinson: Yes  
Mr. Joe Smith: Yes  
Mrs. Rhonda Thurman: Yes  
Dr. Joe Wingate: Yes  
Yes: 10, No: 0, Absent: 1

A. Approval of the Minutes of the September 21, 2023 Quarterly Session

B. Executive Committee Report

C. Deputy Superintendent - Dr. Sonia Stewart

1. Field Trips

a. Dr. Chip Dale Community Superintendent Harrison Bay

- 1\*. **East Hamilton High School** – Ten Students from the Volleyball Team traveled to Franklin, TN, for a competition at the Sport Performance Center. They departed September 15, 2023, and returned on September 16, 2023.
- 2\*. **East Hamilton High School** – Six Students from the Boys Golf Team traveled to Sevierville, TN, for the TSSAA State Tournament at the Sevierville Golf Club. They departed October 7, 2023, and returned on October 10, 2023.
3. **East Hamilton High School** – Twenty-eight Students from the JROTC will travel to Ft Knox, KY, to compete in the Army Raider Nationals. They will depart on November 3, 2023, and return on November 5, 2023.
4. **East Hamilton High School** – Sixty Students in 10th-12th AP Capstone will travel to Lake Buena Vista, FL, to participate in the Walt Disney World Education Program. They will depart on February 7, 2024, and return on February 11, 2024.
5. **East Hamilton High School** – Ninety Students in 9th-12th Performing Arts will travel to Orlando, FL, to perform at Universal Studios. They will depart on February 21, 2024, and return on February 25, 2024.
6. **East Hamilton Middle School** – Fifty Students in the 8th grade will travel to Washington, DC, to experience government and history. They will depart on March 6, 2024, and return on March 11, 2024.

7. **Hunter Middle School** – Ninety Students in the 8th grade will travel to Washington, DC, to experience government and history. They will depart on December 17, 2023, and return on December 20, 2023.
8. **Chattanooga School for the Liberal Arts** – Seventy-five Students in Middle & High School Strings will travel to Cincinnati, OH, to perform at Winterfest at Kings Island and visit the Cincinnati Zoo. They will depart on December 15, 2023, and return on December 16, 2023.
9. **Chattanooga School for the Liberal Arts** – Twenty Students in the 9th-11th grade Youth in Government will travel to Nashville, TN, to participate in the government process. They will depart on February 29, 2024, and return on March 3, 2024.
10. **Chattanooga School for the Liberal Arts** – Seventy-five Students from the 8th grade will travel to Williamsburg, VA, to visit historical sites. They will depart on March 4, 2024, and return on March 7, 2024.
11. **Central High School** – Three Students in the FFA CTE will travel to Indianapolis, IN, for the FFA National Convention. They will depart on October 31, 2023, and return on November 3, 2023.
12. **Ooltewah High School** – Thirty-five Students from the JROTC will travel to Moleno, GA, to compete in the Raider National Championship. They will depart on November 16, 2023, and return on November 19, 2023.

\*These items were previously approved by Dr. Justin Robertson, Superintendent and Tiffanie Robinson, Board Chairman & Joe Smith, Board Chairman.

b. Elaine Harper Community Superintendent North River

- 1\*. **Hixson Middle School** – Six Students from the Boys Tennis team traveled to Murfreesboro, TN, to compete and win state in the Tennis State Tournament. They departed September 30, 2023 and returned on October 1, 2023.
- 2\*. **Sale Creek Middle High School** – Twelve Students from the Middle School Volleyball team traveled to Franklin, TN to compete in the TMSAA State Tournament. They departed October 4, 2023 and returned on October 6, 2023.
3. **Hixson High School** – Six Students from the FFA will travel to Indianapolis, IN, to participate in the National FFA Convention. They will depart November 1, 2023 and return November 3, 2023.
4. **Hixson High School** – Thirty Students from the BETA Club will travel to participate in the State BETA Club Convention in Nashville, TN. They will depart November 16, 2023 and return on November 19, 2023.
5. **Hixson High School** – Twenty-six Students from Boy's and Girl's Wrestling will travel to Johnson City, TN, to compete at Science Hill High School. They will depart January 12, 2024 and return January 13, 2024.
6. **Hixson High School** – Six Students from 12th grade Veterinary Science will travel to Orlando, FL, for an experience in Marine Biology. They will depart March 14, 2024 and return March 16, 2024.

7. **Hixson High School** – Students from HOSA: Future Health Professionals will participate in competitions at the Chattanooga Convention Center. They will arrive at the Convention Center on March 25, 2024 and return March 27, 2024.
8. **Hixson Middle School** – Fifty Students from the 8th grade will travel to Washington, DC, to experience history and government. They will depart on May 7, 2024 and return May 11, 2024.
9. **Loftis Middle School** – Forty Students from the 7th & 8th grade BETA Club will travel to Nashville, TN, to participate in the TN Junior BETA Convention. They will depart on November 19, 2023 and return November 21, 2023.
10. **Sale Creek Middle High School** – Thirty Students from Youth in Government will travel to Nashville, TN, to participate in the YIG Capital Conference. They will depart on February 29, 2024 and return March 3, 2024.
11. **Soddy Daisy High School** – Twenty Students from the Forensics Team will travel to Johnson City, TN, to participate in the Science Hill Forensics Tournament. They will depart on November 17, 2023 and return November 18, 2023.
12. **Soddy Daisy High School** – Fourteen Students from the Wrestling Team will travel to Maryville, TN, to compete at Heritage High School. They will depart on December 1, 2023 and return December 2, 2023.
13. **Soddy Daisy High School** – Twenty Students from the Wrestling Team will travel to Tullahoma, TN, to compete in the Tullahoma Dual Tournament. They will depart on December 8, 2023 and return December 9, 2023.
14. **Soddy Daisy High School** – Twenty Students from the Wrestling Team will travel to Franklin, TN, to compete in the TSSAA State Duals. They will depart on February 2, 2024 and return February 3, 2024.
15. **Soddy Daisy High School** – Twenty Students from the Wrestling Team will travel to Franklin, TN, to compete in the TSSAA State Championship. They will depart on February 21, 2024 and return February 24, 2024.

\*These items were previously approved by Dr. Justin Robertson, Superintendent and Tiffanie Robinson, Board Chairman & Joe Smith, Board Chairman.

- c. Dr. Shane Harwood - Community Superintendent Rock Point
- #1. **Signal Mountain High School** - Fifteen 9th-12th grade Band students will travel to Indianapolis, Indiana November 8-12, 2023 to participate and perform at the Percussive Arts International Conference.
- #2. **Signal Mountain High School** - Twelve 9th-12th grade Model United Nations Delegates students will travel to the Chattanooga Hotel in Chattanooga, Tennessee November 11-13, 2023 to learn how the United Nations functions and also participate in debates.
- #3. **Signal Mountain High School** - Fifteen 10th-12th grade Beta Club students will travel to Nashville, Tennessee November 16-18, 2023 to compete at the Beta Club Convention.
- #4. **Alpine Crest Elementary** - Twenty 4th - 5th grade Beta Club students will travel to Nashville, Tennessee November 18-19, 2023 to attend the Leadership Conference and compete in the Beta Club Robotic, Creative Writing and Quiz Bowls competitions.

- #5. **Red Bank High School** - Twelve students on the Boys Basketball team will travel to Bowling Green, Kentucky December 19-22, 2023 to participate in team building skills through basketball practice and basketball game with other schools.
- #6. **Signal Mountain Middle School** - One Hundred 7th-8th grade Band students will travel to Orlando, Florida February 28, 2024 - March 3, 2024 to participate in the Disney World “You’re Instruments” workshops.
- #7. **CCA** - Eighteen 8th-11th grade students will travel to the UK, France, Germany and Austria June 2-14, 2024 to take part in the D-Day 80th Anniversary Tour. – NOT APPROVED

**Failed:** A motion made to add back to the agenda for approval: VII.C.1.c. #7 CCA - Eighteen 8th-11th grade students travel to the UK, France, Germany and Austria, June 2-14, 2024, to take part in the D-day 80th Anniversary Tour failed with a motion by Mr. Ben Connor and a second by Dr. Joe Wingate.

Mrs. Jill Black:	Absent
Mr. Larry Grohn:	No
Mrs. Karitsa Jones:	No
Mr. Gary Kuehn:	No
Mrs. Faye Robinson:	No
Mrs. Tiffanie Robinson:	No
Mr. Joe Smith:	No
Mrs. Rhonda Thurman:	No
Mr. Ben Connor:	Yes
Mr. Marco Perez:	Yes
Dr. Joe Wingate:	Yes

Yes: 3, No: 7, Absent: 1

Mr. Ben Connor: Yes, Mr. Marco Perez: Yes, Dr. Joe Wingate: Yes

#8. **Signal Mountain High School** - One hundred 9th - 12th grade Theatre, Art, Chorus and Strings students will travel to Walt Disney World Orlando, Florida March 20-24, 2024 to participate in the Imagination Campus Workshop.

#9\*. **CSAS Upper** - Twelve students on the Volleyball Team traveled to Rockvale, Tennessee October 17-23, 2023 to participate in the State Volleyball Tournament at Rockvale High School.

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

d. Missionary Ridge Learning Community Field Trips

- #1. **East Ridge High School** - Sixteen students on the Boys Basketball Team will travel to Charlotte, North Carolina December 20-23, 2023 to attend the Battle of the Border Classics and meet with college and career advisors for post-secondary plans.

D. Chief Financial Officer - Mary Ellen Heuton, CPA

1. Bids/Contracts

A. Request Approval of RFP 23-44, American College Testing (ACT) Comprehensive Assessment and Curriculum System.

2. Financial Reports

The monthly financial report compares budget to actual through August, 2023. The presentation of the monthly financial statement compares actual year-to-date expenditures to the original adopted budget and the year-to-date amended budget.

HAMILTON COUNTY SCHOOLS  
REVENUE/EXPENSES VS BUDGET  
PERIOD ENDED  
AUGUST, 2023

REVENUES	General Purpose			Federal Programs			Self-Funded Programs			School Nutrition			Grand Totals		
	Adopted Budget	Revised Budget	YTD Actual	Adopted Budget	Revised Budget	YTD Actual	Adopted Budget	Revised Budget	YTD Actual	Adopted Budget	Revised Budget	YTD Actual	Adopted Budget	Revised Budget	YTD Actual
LOCAL TAXES	270,512,343	270,512,343	172,209	-	-	-	-	-	-	-	-	-	270,512,343	270,512,343	172,209
LICENSES AND PERMITS	13,000	13,000	1,017	-	-	-	-	-	-	-	-	-	13,000	13,000	1,017
CHARGES FOR CURRENT SERVICES	422,290	422,290	13,235	-	-	-	4,421,540	4,526,540	663,527	4,124,763	4,124,763	417,189	6,969,593	9,073,693	1,093,931
OTHER LOCAL REVENUES	2,188,942	2,188,942	451,687	-	-	-	4,843,470	5,026,558	81,904	381,106	381,106	109,561	7,399,518	7,654,606	635,151
STATE OF TENNESSEE	256,583,943	256,583,943	20,413,899	-	-	-	-	-	-	-	-	-	256,583,943	256,583,943	20,413,899
OTHER STATE REVENUES	6,374,125	24,990,450	-	-	-	-	-	-	-	-	-	189,362	6,574,087	25,089,621	-
FEDERAL GOVERNMENT	1,079,660	1,079,660	121,365	95,664,524	100,073,892	11,338	-	-	-	20,860,247	20,860,247	1,738,842	117,599,921	121,949,393	1,071,564
OTHER SOURCES	1,430,000	1,430,000	514	-	-	-	-	-	-	-	-	-	1,430,000	1,430,000	514
RESERVE/FUND BALANCE*	56,081	26,076	-	-	-	-	-	-	1,872,376	1,899,933	234,126	-	1,899,933	1,872,376	234,126
RY ENCUMBRANCE BUDGET	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL REVENUES</b>	<b>539,846,274</b>	<b>537,486,577</b>	<b>26,513,853</b>	<b>95,664,524</b>	<b>199,013,892</b>	<b>11,338</b>	<b>11,137,886</b>	<b>11,568,091</b>	<b>979,557</b>	<b>25,571,578</b>	<b>25,571,578</b>	<b>2,261,572</b>	<b>671,429,482</b>	<b>694,580,138</b>	<b>29,746,320</b>
<b>EXPENDITURES</b>															
REGULAR INSTRUCTION PROGRAM	71100	230,771,585	231,159,484	13,732,842	25,307,505	28,614,928	483,205	4,812,106	4,552,496	104,775	-	-	280,591,176	284,126,908	14,328,622
SPECIAL EDUCATION INSTR PROG	71200	38,671,025	38,671,025	1,691,414	5,787,410	8,094,086	184,312	645,121	845,121	25,335	-	-	45,100,816	47,320,232	1,901,062
VOCATIONAL ED INSTR PROG	71300	16,102,130	17,051,929	97,029	950,018	917,860	23,871	52,218	52,519	4,425	-	-	17,614,687	18,027,366	284,335
ATTENDANCE	72110	6,815,924	6,815,924	270,550	51,230	51,230	1,365	-	-	-	-	-	6,887,154	6,887,154	271,914
HEALTH SERVICES	72120	7,066,460	7,066,460	238,201	39,000	32,635	2,400	42,500	147,500	20,011	-	-	7,447,960	7,211,296	236,664
OTHER STUDENT SUPPORT	72150	29,025,149	29,025,459	1,897,298	5,889,297	5,456,175	205,950	4,900	215,000	260	-	-	33,840,045	33,749,874	1,920,706
REG INST SUPPORT	72210	29,433,147	29,431,968	2,062,552	11,337,630	11,868,095	1,144,812	1,716,931	1,714,208	77,293	-	-	42,487,708	43,034,289	3,284,657
SPECIAL ED INST SUPPORT	72220	6,525,085	6,525,085	367,618	3,652,307	1,910,614	100,512	-	-	-	-	-	12,177,369	10,495,699	491,334
VOCATIONAL ED INST SUPPORT	72250	1,713,155	2,071,051	189,149	83,930	50,151	2,004	-	-	-	-	-	1,905,065	2,151,131	195,153
EDUCATION TECHNOLOGY	72260	10,098,476	26,271,323	1,508,768	355,511	355,511	-	-	-	-	-	-	10,453,987	26,626,834	1,598,769
BOARD OF EDUCATION	72310	4,446,617	4,446,617	595,981	-	-	-	158,750	159,750	20,561	-	-	5,005,387	5,005,387	576,541
OFFICE OF SUPERINTENDENT	72320	3,424,629	3,489,629	578,267	-	-	-	109,172	109,172	7,780	-	-	3,534,001	3,519,001	398,634
OFFICE OF PRINCIPAL	72410	37,022,668	37,017,639	3,116,982	476,324	429,768	2,827	17,224	17,224	-	-	-	37,516,216	37,443,229	3,117,665
FISCAL SERVICES	72510	4,914,400	4,915,560	349,306	170,707	170,707	163	-	-	-	-	-	4,796,157	4,719,607	441,716
HUMAN RESOURCES	72520	4,735,194	4,740,194	380,314	-	250,000	91,821	24,624	24,624	2,612	-	-	4,759,818	5,024,818	382,520
OPERATION OF PLANT	72610	32,344,847	32,724,447	1,480,333	1,105,000	1,105,000	-	-	-	-	-	-	34,486,588	34,685,588	1,436,890
MAINTENANCE OF PLANT	72620	10,978,346	10,076,346	1,344,268	1,145,586	1,145,586	8,858	-	5,951	-	-	-	11,233,933	11,233,933	1,341,307
TRANSPORTATION	72710	28,389,643	28,394,643	1,174,946	533,545	536,768	9,130	14,624	14,624	-	-	-	28,917,812	28,946,035	1,174,946
CENTRAL AND OTHER	72810	418,688	418,688	43,252	-	-	-	9,100	19,100	1,707	-	-	427,788	431,788	44,533
FOOD SERVICE	73100	2,600	2,600	910	-	-	-	-	-	-	-	-	25,871,578	25,871,578	2,261,806
COMMUNITY SERVICES	73300	813,814	813,814	59,730	1,710,889	1,710,889	427,069	3,655,223	3,655,223	81,439	-	-	5,179,826	6,179,826	224,812
EARLY CHILDHOOD EDUCATION	73400	3,288,677	3,243,151	120,421	865,225	691,436	73,648	136,441	136,441	4,899	-	-	4,295,243	4,070,028	125,220
REGULAR CAPITAL OUTLAY	76100	69,000	1,392,223	57,279	33,500,000	33,500,000	-	23,000	30,438	-	-	-	33,592,000	34,932,666	57,279
EDUCATION DEBT SERVICE		2,000,000	2,000,000	-	-	-	-	-	-	-	-	-	2,000,000	2,000,000	-
EDUCATION CAPITAL PROJECTS		2,000,000	2,000,000	-	-	-	-	-	-	-	-	-	2,000,000	2,000,000	-
CHARTER SCHOOLS (TRANSFERS)		29,554,485	29,554,485	2,789,421	-	-	-	-	-	-	-	-	29,554,485	29,554,485	2,789,421
TRANSFER-STATE GRANTS		-	-	-	2,800,130	2,739,514	-	-	-	-	-	-	2,800,130	2,739,514	-
TRANSFERS TO FUND BALANCE		-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>539,846,274</b>	<b>537,486,577</b>	<b>34,552,729</b>	<b>95,664,524</b>	<b>199,013,892</b>	<b>2,793,193</b>	<b>11,137,886</b>	<b>11,568,091</b>	<b>361,147</b>	<b>25,571,578</b>	<b>25,571,578</b>	<b>1,835,808</b>	<b>671,429,482</b>	<b>694,580,137</b>	<b>29,547,806</b>

3. Budget Amendments

a. Federal Grants, State Grants, and Self-Funded Programs

The following budget amendments for Federal Grants, State Grants and Self-Funded Programs for FY2024 are recommended for your approval.

The Federal Programs budget is amended by items 1 - 19. Items 1, 2 and 18 consist of current year awards. Items 3 - 8, 14, 17 and 19 consist of current year awards and carryover funds. Items 9 - 13, 15 and 16 consist of carryover funds.

The State Programs budget is amended by items 20 and 21. Item 20 consists of a current year award. Item 21 consists of carryover funds.

The Self-Funded Programs budget is amended by items 22 - 28. Items 22, 25 and 28 consist of carryover contributions. Item 23 consists of both current year and carryover contributions. Items 24, 26 and 27 consist of current year contributions.

1. ESSA Consolidated Administration, with transfers between lines
2. Title I, Part A: Improving Basic Programs, with a net increase of \$3,122,438 and transfers between lines
3. Title II, Part A: Teacher and Principal Training and Recruiting Grant, with a net increase of \$547,180 and transfers between lines
4. Title III: Language Instruction for English Learners and Immigrant Students, with a net increase of \$174,621 and transfers between lines
5. Title IV, Part A: Student Support and Academic Enrichment Grant, with a net increase of \$217,681 and transfers between lines
6. Title I, Part A: Local Neglected, with a net increase of \$144,180
7. Title I, Part D: Delinquent, with a net increase of \$30,158
8. Title I, Part C: Migrant, with a net increase of \$8,333
9. ATSI 22 Grant, with a net increase of \$92,086 and transfers between lines
10. Title III Immigrant, with a net decrease of \$21,225
11. USDOE School Based Mental Health Services Project, with transfers between lines
12. Turnaround Action Grant III, with a net increase of \$21,237 and transfers between lines
13. Elementary and Secondary School Emergency Relief (ESSER) 3.0, with a net decrease of \$1,776,886 and transfers between lines
14. HQIM Literacy Implementation Network, with a net increase of \$8,241 and transfers between lines
15. Emergency Connectivity Fund, totaling \$65,837
16. Fiscal Pre-Monitoring Supports Grant, totaling \$22,123
17. IDEA Preschool Incentive Grant, with a net increase of \$41,199 and transfers between lines
18. CCEIS - Comprehensive Coordinated Early Intervening Services, with a net decrease of \$24,599 and transfers between lines
19. IDEA Part B Grant, with a net increase of \$2,100,308 and transfers between lines
20. State Special Education Preschool Grant, totaling \$675,007
21. Innovative School Models, with a net increase of \$6 and transfers between lines
22. Gates Grant Funding, totaling \$4,512
23. Community Donations - Schools, with a net increase of \$100 and transfers between lines
24. Hamilton County Government Funds, totaling \$750,000
25. Future Ready Institutes - BCBS, with transfers between lines
26. Cell Tower Technology, with transfers between lines
27. Photography Commission, with a net increase of \$24,761
28. Innovation & Choice, with a net increase of \$239 and transfers between lines

#### 4. Grant Application Requests

- a. ESSER 3 - Angelia Askins, Executive Director of Grants and Federal Programs

E. Chief Operations Officer - Dr. Robert Sharpe

1. Engineering/Design Services - Justin Witt

F. Chief Strategy Officer - Shannon Moody

1. Board Policies - Second and Final Read

- a. Board Policy 5.904 - Collaborative Conferencing Progress Reporting-Rescinded
- b. Board Policy 1.400 - School Board Meetings
- c. Board Policy 1.403 – Agendas
- d. Board Policy 1.404 - Appearances before the Board
- e. Board Policy 1.804 - Drug-free Workplace
- f. Board Policy 5.205 – Retirement
- g. Board Policy 5.501 - Employee Grievances
- h. Board Policy - 5.802 - Qualifications and Duties of the Director of Schools
- i. Board Policy 5.803 - Evaluation of the Director of Schools
- j. Board Policy 5.901 - Scope of Professional Collaborative Conferencing-Rescinded
- k. Board Policy 5.902 - Board Collaborative Conferencing-Rescinded
- l. Board Policy 5.903 - Director of Schools/Role in Collaborative Conferences-Rescinded
- m. Board Policy 5.6001 - Workplace Violence
- n. Board Policy 6.601 - Student Records Annual Notification of Rights
- o. Board Policy 6.6.02 - Student Records Inspection & Correction Procedure

### **VIII. Administrative Business Matters**

A. Chief Talent Officer - Dr. Zac Brown

1. **\*\*Updated Job Classifications**

Director of Innovation

Coordinator of Community Partnerships (vacant)

Coordinator of Family Engagement (vacant)

Coordinator of Strategic Projects & Policy

Manager of Community Partnerships (vacant)

**Passed:** Approval of Updated Job Classifications passed with a motion by Mr. Gary Kuehn and a second by Mr. Marco Perez.

Mrs. Jill Black: Absent

Mr. Ben Connor: Yes

Mr. Larry Grohn: Yes

Mrs. Karitsa Jones: Yes

Mr. Gary Kuehn: Yes

Mr. Marco Perez: Yes

Mrs. Faye Robinson: Yes

Mrs. Tiffanie Robinson: Yes

Mr. Joe Smith: Yes

Mrs. Rhonda Thurman: Yes

Dr. Joe Wingate: Yes

Yes: 10, No: 0, Absent: 1

B. Chief Operations Officer - Dr. Robert Sharpe

1. \*\*Old CSLA - TDOT Easement and TOW Acquisition - Justin Witt

**Passed:** Approval of Old CSLA-TDOT Easement and TOW Acquisition passed with a motion by Mr. Larry Grohn and a second by Mr. Gary Kuehn.

Mrs. Jill Black: Absent

Mr. Ben Connor: Yes

Mr. Larry Grohn: Yes

Mrs. Karitsa Jones: Yes

Mr. Gary Kuehn: Yes

Mr. Marco Perez: Yes

Mrs. Faye Robinson: Yes

Mrs. Tiffanie Robinson: Yes

Mr. Joe Smith: Yes

Mrs. Rhonda Thurman: Yes

Dr. Joe Wingate: Yes

Yes: 10, No: 0, Absent: 1

**IX. Board Matters**

A. Chief Strategy Officer - Shannon Moody

1. Board Policies - First Reading

a. Board Policy 4.202 - Exceptional Education

b. Board Policy 4.212 - Charter School

c. Board Policy 4.2121 - Charter School Renewal

d. PULLED FROM AGENDA - Board Policy 6.3023 - Disciplinary Procedures for Students Receiving Special Education

e. Board Policy 5.307 - Physical Assault Leave

f. Board Policy 5.311 - On-the-Job- Injury

g. Board Policy 6.500 - Special Education Students

h. Board Policy 6.504 - Migrant Students

2. \*\*TISA Accountability Report

**Passed:** Approval of the TISA Accountability Report passed with a motion by Mrs. Tiffanie Robinson and a second by Mr. Marco Perez.

Mrs. Jill Black: Absent

Mr. Ben Connor: Yes

Mr. Larry Grohn: Yes

Mrs. Karitsa Jones: Yes  
Mr. Gary Kuehn: Yes  
Mr. Marco Perez: Yes  
Mrs. Faye Robinson: Yes  
Mrs. Tiffanie Robinson: Yes  
Mr. Joe Smith: Yes  
Mrs. Rhonda Thurman: Yes  
Dr. Joe Wingate: Yes  
Yes: 10, No: 0, Absent: 1

## **X. Information Only**

A. Legal Services Report

## **XI. Events/Announcements**

- A. Friday, October 20, 2023  
Report Cards
- B. October 23-27, 2023  
Schools 1/2 Day for Parent Conferences  
1/2 Day Teacher Inservice
- C. Tuesday, October 24, 2023 6:00-7:30  
Replace Soddy Daisy Middle  
Soddy Daisy High
- D. Thursday, October 26, 2023 6:00-7:30 p.m.  
Plan for Growth in the Howard Community  
The Howard School
- E. Monday, November 6, 2023 6:00-7:30  
Expand Thrasher Elementary  
Thrasher Elementary
- F. Wednesday, November 8, 2023  
1/2 Day for Students - Buses will run  
1/2 Day for Teacher Planning
- G. Thursday, November 9, 2023  
Board Agenda Work Session 4:30  
p.m.  
Board Regular Session 6:00 p.m.

## **XII. Adjourn**

**Passed:** Motion to adjourn at 6:25 p.m. passed with a motion by Mr. Larry Grohn and a second by Mrs. Tiffanie Robinson.

Mrs. Jill Black: Absent  
Mr. Ben Connor: Yes  
Mr. Larry Grohn: Yes  
Mrs. Karitsa Jones: Yes  
Mr. Gary Kuehn: Yes  
Mr. Marco Perez: Yes

Mrs. Faye Robinson: Yes

Mrs. Tiffanie Robinson: Yes

Mr. Joe Smith: Yes

Mrs. Rhonda Thurman: Yes

Dr. Joe Wingate: Yes

Yes: 10, No: 0, Absent: 1

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Chairman

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Date

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Superintendent

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Date

**Hamilton County Department of Education  
3074 Hickory Valley Road  
Chattanooga, Tennessee 37421**

**MEMORANDUM**

TO: Hamilton County Board of Education

FROM: Sherrie Ford

DATE: November 9, 2023

RE: Executive Committee Report

The Executive Committee of the Board may act on behalf of the full Board during the time between Board meetings. The Executive Committee items submitted to me for the agenda packet for the period of October 19, 2023 through November 9, 2023 are included. These items include previously approved field trips indicated by an asterisk and various early/emergency approvals presented for ratification.

Grant requests in excess of \$100,000 that do not obligate the Board to provide funds, can be approved by the Executive Committee.

The following grant request was approved by the Executive Committee in October 2023.

- TVA School Uplift Grant

**Hamilton County Department of Education  
3074 Hickory Valley Road  
Chattanooga, Tennessee 37421**

MEMORANDUM

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

**From:** Dr. Shane Harwood, Rock Point Community Superintendent  
Lee Ann McBryar, Principal Lookout Valley Middle High School

**Date:** November 9, 2023

**Subject:** Executive Committee Grant Approvals

Grant requests in excess of \$100,000 that do not obligate the Board to provide funds, can be approved by the Executive Committee.

The following grant request was approved by the Executive Committee in October 2023.

- TVA School Uplift Grant

Enclosure: Executive Committee Approval

**Hamilton County Department of Education**  
**3074 Hickory Valley Road**  
**Chattanooga, Tennessee 37421**

MEMORANDUM

**To:** Dr. Justin Robertson, Superintendent  
 Joe Smith, HCS Board Chairman

**From:** LeeAnn McBryar, Principal, Lookout Valley Middle High School

**Date:** October 2, 2023


**Subject:** TVA School Uplift Grant


The TVA School Uplift Grant provides up to \$200,000 to support public schools in the region by offering energy efficiency training and grants that reduce energy costs and improve the quality of the learning environment. If awarded, Lookout Valley Middle High School will use grant funds to make structural and mechanical improvements to the school building, including installing energy efficient condensing boilers, LED lighting, automatic control dampers, kitchen flooring, and improving the building envelope.

Grant requests in excess of \$100,000, that do not obligate the Board to provide funds, can be approved by the Executive Committee. All Executive Committee approved grant requests will be placed on the following month's Board agenda.

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 5743535BD04042E  
 Grant Budget Manager 10/02/2023  
 Date

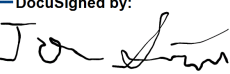
DocuSigned by:  
  
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 Budget Unit Manager 10/03/2023  
 Date

DocuSigned by:  
  
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 Director of Maintenance 10/03/2023  
 Date

DocuSigned by:  
  
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 Chief Financial Officer 10/03/2023  
 Date

**Executive Committee Approval**

DocuSigned by:  
  
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 Superintendent 10/03/2023  
 Date

DocuSigned by:  
  
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 Board Chairman 10/03/2023  
 Date



**Hamilton County Schools**

Harrison Bay Learning Community  
3074 Hickory Valley Rd  
Chattanooga, TN 37421  
423.498.7094

**MEMORANDUM**

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

**FROM:** Dr. Timothy Dale, Community Superintendent  
Harrison Bay Learning Community

**DATE:** November 9, 2023

**RE:** Overnight Field Trips

This is to request approval for the following overnight field trips:

- 1\*. **East Hamilton High School** – Fourteen Students from the Volleyball Team traveled to Murfreesboro, TN, to compete in the State Championship Tournament. They departed October 16, 2023, and returned on October 20, 2023.
2. **Chattanooga School for the Liberal Arts** – Eighty Students in the 10th and 11th grades will travel to Washington, D.C., for an experience in history and government. They will depart May 19, 2024, and return on May 23, 2024.

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



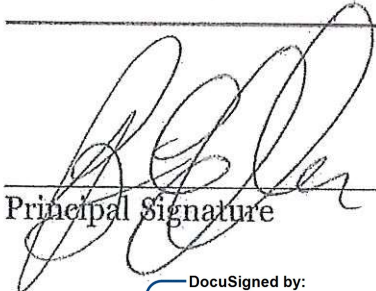
Hamilton County Schools  
3074 Hickory Valley Road  
Chattanooga, Tennessee 37421

Request for Early Approval

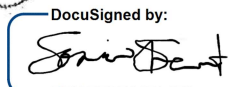
MEMORANDUM

To: Executive Committee of the Board  
School: East Hamilton High School  
Date: 10/13/23 Trip Dates: 10/16-10/20/23

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:  
Volleyball Team did not qualify for State Tournament before board due date.

  
Principal Signature

10/13/23  
Date


DocuSigned by:  
  
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Deputy Superintendent

10/13/2023  
Date

**APPROVED:**

DocuSigned by:  
  
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Superintendent Signature

10/13/2023  
Date

DS  
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DocuSigned by:  
  
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Board Chairman Signature

10/14/2023  
Date

## HAMILTON COUNTY SCHOOLS Request for Field Trip Approval

Day     **Overnight** (Must go to Board for Approval)    Today's Date: 10/24/23

Exceptional Ed     Learning Community     PreK

School Chattanooga School for the Liberal Arts    Grade/Group/Team 10th and 11th grade

Departure Date/Time May 19, 2024 7:00am    Return Date/Time May 23, 2024 9:00pm

Event/Venue Washington, D.C.    Address Washington, D.C.

Instructional value See attached for description of historical and educational value

Evaluation See attached for description of student evaluation

Fee Requested \$ 1092    How Acquired? Student Payment

Total # of Students 80    Total # of Staff 8    Total # of Chaperones 0    Nurse Required:  Yes  No

Number of subs needed 3    Funding source for subs HCS

- Total # of Students with 504 Plan 11    Modifications Needed None
- Total # of Students with Disabilities 1    Modifications Needed None

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

County School Bus    Cost \$ \_\_\_\_\_    Bus # \_\_\_\_\_    Driver's Name \_\_\_\_\_

Handicap Accessible Bus    Cost \$ \_\_\_\_\_

Charter Bus (Board Approved) Eagle Christian    Cost \$ 20,000

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: Anna Ballard, Krystal Scarbrough, Madison Kent, Rochelle Angel, Joseph Clark, Hudson Hodges, Jim Alverson and Drew White

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 NA
- \*Co-ed trips require co-ed chaperones. Have you complied?  Yes
- \*Travel itinerary attached with name/address of accommodations  Yes

Teacher's Signature: <u>Anna Ballard</u>	Date: <u>10/24/23</u>
Principal's Signature: <u>Krystal Scarbrough</u>	Date: <u>10/25/23</u>
LC Superintendent's Signature: <u>Dr. Chip Dale</u> <small>Digitally signed by Dr. Chip Dale Date: 2023.10.26 14:23:46 -0400</small>	Date: <u>10/26/23</u>

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL



**Hamilton County Schools**  
North River Learning Community  
3074 Hickory Valley Rd  
Chattanooga, TN 37421  
423.498.7094

## **MEMORANDUM**

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

**FROM:** Elaine Harper, Community Superintendent  
North River Learning Community

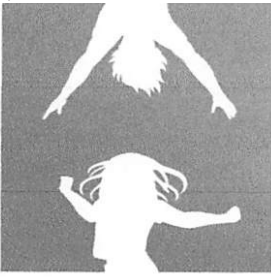
**DATE:** November 9, 2023

**RE:** Overnight Field Trips

This is to request approval for the following overnight field trips:

- 1\*. **Sale Creek Middle High School** – Eighteen Students from the Girls’ Volleyball team traveled to Murfreesboro, TN, to compete in the TSSAA State Tournament. They departed October 16, 2023, and returned on October 20, 2023.
2. **Soddy Daisy High School** – Twenty Students from the Forensics Team will travel to Doby’s Bennett High School in Kingsport, TN, to compete in a Forensics Tournament. They will depart December 1, 2023, and return December 2, 2023.
3. **Soddy Daisy High School** – One Hundred Band Students in 9th - 12th grade will travel to Lake Buena Vista, FL, to produce a recording at Disney Music Studios. They will depart March 11, 2024, and return March 16, 2024.
4. **Loftis Middle School** – Twelve Students from Loftis Cheer Team will travel to Dallas, TX, for the National Cheer Association Championship Competition. They will depart January 18, 2024, and return January 22, 2024.
5. **Loftis Middle School** – Seventy-five 8th Grade Students from Loftis will travel to Washington, D.C., for an experience in history and government. They will depart May 8, 2024, and return May 12, 2024.

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



Hamilton County Schools  
3074 Hickory Valley Road  
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board  
School: Sale Creek High School  
Date: 10/3/2023 Trip Dates: 10/16-20/2023

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:

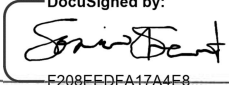
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The team will qualify for the tournament on 10/12/2023.

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Principal Signature

10/5/23  
Date

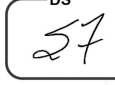
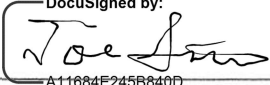
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Deputy Superintendent

10/08/2023  
Date

**APPROVED:**

DocuSigned by:  
  
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Superintendent Signature

10/10/2023  
Date

DS  
  
DocuSigned by:  
  
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Board Chairman Signature

10/10/2023  
Date

# HAMILTON COUNTY SCHOOLS

## Request for Field Trip Approval

Day  Overnight (Must go to Board for Approval) Today's Date: 9/12/23

Exceptional Ed  Learning Community  PreK  
School Soddy Daisy High School Grade/Group/Team Wrestling Team

Departure Date/Time 12/01/23 at 12 pm Return Date/Time 12/02/23 7 pm

Event/Venue Heritage High School Address 3741 E Lamar Alexander Hwy, Maryville, TN

Instructional value Wrestling Tournament

Evaluation Medals

Fee Requested \$ 0 How Acquired? N/A

Total # of Students 14 Total # of Staff 3 Total # of Chaperones \_\_\_\_\_ Nurse Required:  Yes  No

Number of subs needed 2 Funding source for subs SDHS

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

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

- County School Bus Cost \$ \_\_\_\_\_ Bus # \_\_\_\_\_ Driver's Name \_\_\_\_\_
- Handicap Accessible Bus Cost \$ \_\_\_\_\_
- Charter Bus (Board Approved) \_\_\_\_\_ Cost \$ \_\_\_\_\_
- Cars List Driver(s) Parents driving 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: Ulric Winesburgh, Jeremy Gooden, Josh Edmondson

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 \$ 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's Signature:	<u>Ulric Winesburgh</u>	Date:	<u>Sep 12, 2023</u>
Principal's Signature:	<u>Orlynn Case</u>	Date:	<u>9/14/23</u>
LC Superintendent's Signature:	<u>Elaine Harper</u>	Date:	<u>9/19/23</u>

Digitally signed by Elaine Harper  
Date: 2023.09.19 17:21:05 -04'00'

**HAMILTON COUNTY SCHOOLS  
Request for Field Trip Approval**

Day  **Overnight** (Must go to Board for Approval) Today's Date: 8/23/2023

School  Exceptional Ed Soddy Daisy HS  Learning Community  PreK  
Grade/Group/Team Band 9-12

Departure Date/Time March 11, 2024 7am Return Date/Time March 16, 2024 6-7pm

Event/Venue Walt Disney World Address Lake Bueno Vista, FL

Instructional value Studio Recording Workshop at Disney Music Studios

Evaluation Will produce a recording

Fee Requested \$ 950 How Acquired? Student paid

Total # of Students 100 Total # of Staff 4 Total # of Chaperones 3 Nurse Required:  Yes  No

Number of subs needed 0 Funding source for subs Hamilton Co.

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

Modifications Needed 0  
Modifications Needed 0

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

County School Bus Cost \$ \_\_\_\_\_ Bus # \_\_\_\_\_ Driver's Name \_\_\_\_\_

Handicap Accessible Bus Cost \$ \_\_\_\_\_

Charter Bus (Board Approved) Eagle Christian Tours Cost \$ Included

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: Joshua Light, Rebecca Light, Jasmine Barley, Christy Leffew

Chaperones: Angel Rouse, Carmen Tolley, Mandy Suttles

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 \$ 5000

\*Projects students have undertaken to secure funds Coke Sale, Strawberries, et

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

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

Teacher's Signature: <u>Joshua Light</u>	Date: <u>8/23/2023</u>
Principal's Signature: <u>Elaine Harper</u>	Date: <u>8/29/23</u>
LC Superintendent's Signature: <u>Elaine Harper</u>	Date: <u>10/9/23</u>

Digitally signed by Elaine Harper  
Date: 2023.10.09 10:12:01 -0400

**SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL**

10/23

### HAMILTON COUNTY SCHOOLS

### Request for Field Trip Approval

Day  **Overnight** (Must go to Board for Approval) Today's Date: 10/16/2023

Exceptional Ed  Learning Community  PreK

School Loftis Middle School Grade/Group/Team Cheer Team

Departure Date/Time 01/18/2024 6:00am Return Date/Time 01/22/2024 10:00pm

Event/Venue Cheer competition in Dallas Texas Address 650 S Griffin St, Dallas TX 75202

Instructional value NCA National Championship

Evaluation Cheer team will be judged on their school spirit competition routine.

Fee Requested \$ 6024.00 How Acquired? Fundraising- students have already raised the funds for this event

Total # of Students 12 Total # of Staff X Total # of Chaperones 2 Nurse Required:  Yes  No

Number of subs needed NA Funding source for subs NA

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

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

County School Bus Cost \$ \_\_\_\_\_ Bus # \_\_\_\_\_ Driver's Name \_\_\_\_\_

Handicap Accessible Bus Cost \$ \_\_\_\_\_

Charter Bus (Board Approved) \_\_\_\_\_ Cost \$ \_\_\_\_\_

Cars List Driver(s) Parents will transport their own student 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: \_\_\_\_\_

Chaperones: Jennifer Caldwell & Megan Gandy ( Coaches)

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 \_\_\_\_\_

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

\*Estimated cost to parent support groups for this trip \$ \_\_\_\_\_

\*Projects students have undertaken to secure funds \_\_\_\_\_

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

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

Teacher's Signature: <u>Jennifer M Caldwell</u>	Date: <u>10/16/23</u>
Principal's Signature: <u>Elaine Harper</u>	Date: <u>10/23/23</u>
LC Superintendent's Signature: <u>Elaine Harper</u>	Date: <u>10/26/23</u>

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL

## HAMILTON COUNTY SCHOOLS Request for Field Trip Approval

Day  Overnight (Must go to Board for Approval) Today's Date: 10/17/2023

Exceptional Ed  Learning Community  PreK  
School Loftis Middle School Grade/Group/Team 8th grade

Departure Date/Time 5/8/2024 Return Date/Time 5/12/2024

Event/Venue Washington, D.C. exploration Address various locations around D.C. for tours

Instructional value Students will have a real-world opportunity to experience how the U.S. government functions and to enhance their understanding of American history that was studied as part of the 8th grade curriculum

Evaluation ongoing discussions of the sites and experiences of the trip

Fee Requested \$ 1349 How Acquired? students will acquire their own funds for the trip

Total # of Students 75 Total # of Staff 4 Total # of Chaperones 0 Nurse Required:  Yes  No

Number of subs needed 4 Funding source for subs school will fund

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

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

- County School Bus Cost \$ \_\_\_\_\_ Bus # \_\_\_\_\_ Driver's Name \_\_\_\_\_
- Handicap Accessible Bus Cost \$ \_\_\_\_\_
- Charter Bus (Board Approved) Premier Transportation Cost \$ included
- 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: Neal Hanley, Robert (Lance) Perry, Cortney Fugate, Jana Clemons

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 none are excluded

\*Number of trips this group expects to take which will require funds none

\*Estimated cost to parent support groups for this trip \$ n/a

\*Projects students have undertaken to secure funds none

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

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

Teacher's Signature: <u>Neal W. Hanley</u>	Date: <u>10/17/2023</u>
Principal's Signature: <u>Elaine Harper</u>	Date: <u>10/23/23</u>
LC Superintendent's Signature: <u>Elaine Harper</u>	Date: <u>10/25/23</u>

Digitally signed by Elaine Harper  
Date: 2023.10.25 08:36:29 -0400

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL

HAMILTON COUNTY DEPARTMENT OF EDUCATION

3074 Hickory Valley Road

Chattanooga, TN 37421

**MEMORANDUM**

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

**FROM:** Dr. Shane Harwood, Community Superintendent, Rock Point Learning Community

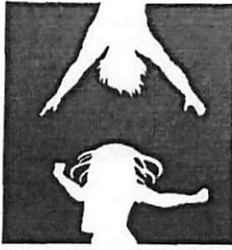
**DATE** **November 9, 2023**

**RE:** Overnight Field Trips

This is to request Board approval of the following overnight field trips:

**#1\*. Signal Mountain Middle High School - Fourteen High School Volleyball students traveled to Murfreesboro, Tennessee October 16-20, 2023 to compete in the State Volleyball tournament at Blackman High School.**

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



Hamilton County Schools  
3074 Hickory Valley Road  
Chattanooga, Tennessee 37421


Request for Early Approval

MEMORANDUM

To: Executive Committee of the Board  
School: Signal Mountain Middle High School  
Date: 10/13/2023 Trip Dates: 10/16-10/20/23

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:

Signal Mtn volleyball had to win sectionals on 10/12 in order to qualify for the state volleyball tournament.

  
Principal Signature

10/13/23  
Date

DocuSigned by:  
  
F288EEDFA17A4E8  
Deputy Superintendent


10/16/2023  
Date

**APPROVED:**

DS  
57

DocuSigned by:  
Dr. Justin Robertson  
4D7431285596468  
Superintendent Signature

10/16/2023  
Date

DocuSigned by:  
  
A11684E2458040D  
Board Chairman Signature

10/16/2023  
Date

### HAMILTON COUNTY SCHOOLS Request for Field Trip Approval

Day  **Overnight** (Must go to Board for Approval) Today's Date: 10/13/2023

Exceptional Ed  Learning Community  PreK

School SMMHS Grade/Group/Team HS volleyball

Departure Date/Time 10/16/23 at 6:00 pm Return Date/Time 10/20/23 at 6:00 pm

Event/Venue State volleyball at Blackman HS Address 3956 Blaze Dr. Murfresboro, 37128

Instructional value Sporting vent

Evaluation \_\_\_\_\_

Fee Requested \$ 0 How Acquired? \_\_\_\_\_

Total # of Students 14 Total # of Staff 3 Total # of Chaperones \_\_\_\_\_ Nurse Required:  Yes  No

Number of subs needed 1 Funding source for subs HS volleyball account

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

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

- County School Bus Cost \$ \_\_\_\_\_ Bus # \_\_\_\_\_ Driver's Name \_\_\_\_\_
- Handicap Accessible Bus Cost \$ \_\_\_\_\_
- Charter Bus (Board Approved) \_\_\_\_\_ Cost \$ \_\_\_\_\_
- Cars List Driver(s) Steven Redman, Jennifer Redman, Bailee Barrett 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: Jennifer Redman, Steven Redman, Bailee Barrett

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: this one

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

Projects students have undertaken to secure funds Fundraising with Snapraise

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

Travel itinerary attached with name/address of accommodations  Yes

Teacher's Signature: <u>Jennifer Redman</u>	Date: <u>10/13/23</u>
Principal's Signature: <u>[Signature]</u>	Date: <u>10/13/23</u>
LC Superintendent's Signature: <u>Dr. Shane Harwood</u>	Digitally signed by Dr. Shane Harwood Date: 2023.10.16 08:40:39 -04'00'

SEND TO APPROPRIATE COMMUNITY SUPERINTENDENT FOR APPROVAL

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
3074 HICKORY VALLEY ROAD  
CHATTANOOGA, TN 37421**

**MEMORANDUM**

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

**FROM:** Mary Ellen Heuton, Chief Financial Officer  
Lindsay Cepero, Director of Procurement

**DATE:** November 09, 2023

**RE:** Bids/Contracts

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

A. Request Approval of Bid 24-24, School Clothing, Apparel, Athletic Uniforms and Accessories.

2. Bids procured by the Purchasing Department, in all cases, low bids meeting specifications are recommended.

3. Recommend approval as presented.

LC:sh

## INVITATION TO BID OPENING TABULATION

<b>Bid Number:</b>	24-24
<b>Bid Title:</b>	School Clothing Apparel, Athletic Uniforms, & Accessories
<b>Opening Date &amp; Time:</b>	October 24, 2023; 11:00 AM

BIDDER	PRICING/DISCOUNT
Apparel Embroidery	20%
The Athletic Shop	15-40%
BSN Sports, LLC	10-30%
Remainstobeseen	0-30%
Sports Spectrum	25%
Up the Creek Without a Promo	6%
Varsity Spirit Fashion & Supplies	5%
Wrightway Sportswear	10%

FOR OFFICE USE ONLY	
<b>AWARD RECOMMENDED TO:</b>	All Vendors
<b>FUNDED BY:</b>	Operating & School Budgets
<b>TERM OF AWARD:</b>	12/6/2023 to 6/30/2025

**Hamilton County Department of Education  
3074 Hickory Valley Road  
Chattanooga, Tennessee 37421**

**MEMORANDUM**

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

From: Mary Ellen Heuton, CPA  
Chief Financial Officer

Date: November 9, 2023

RE: **Monthly Financial Report**

Attached is the monthly financial report comparing budget to actual through September, 2023. The presentation of the monthly financial statement compares actual year-to-date expenditures to the original adopted budget and the year-to-date amended budget.

**HAMILTON COUNTY SCHOOLS  
REVENUE/EXPENSES VS BUDGET  
PERIOD ENDED  
SEPTEMBER, 2023**

REVENUES		General Purpose			Federal Programs			Self-Funded Programs			School Nutrition			Grand Totals		
		Adopted Budget	Revised Budget	YTD Actual	Adopted Budget	Revised Budget	YTD Actual	Adopted Budget	Revised Budget	YTD Actual	Adopted Budget	Revised Budget	YTD Actual	Adopted Budget	Revised Budget	YTD Actual
LOCAL TAXES		270,912,343	270,912,343	17,293,240	-	-	-	-	-	-	-	-	-	270,912,343	270,912,343	17,293,240
LICENSES AND PERMITS		13,000	13,000	2,109	-	-	-	-	-	-	-	-	-	13,000	13,000	2,109
CHARGES FOR CURRENT SERVICES		422,290	422,290	15,866	-	-	-	4,421,540	4,597,058	1,030,534	4,124,763	4,124,763	874,903	8,968,593	9,144,111	1,921,304
OTHER LOCAL REVENUES		2,168,942	2,168,942	583,507	-	-	-	4,843,470	5,113,226	461,025	387,106	387,106	151,977	7,399,518	7,669,274	1,196,509
STATE OF TENNESSEE		256,593,943	256,548,417	50,427,618	-	-	-	-	-	-	-	-	-	256,593,943	256,548,417	50,427,618
OTHER STATE REVENUES		6,374,725	26,653,464	2,652	-	-	-	-	-	-	199,362	199,362	-	6,574,087	26,852,826	2,652
FEDERAL GOVERNMENT		1,075,050	1,075,050	216,338	95,664,524	102,013,773	202,664	-	-	-	20,860,347	20,860,347	4,104,467	117,599,921	123,949,170	4,523,468
OTHER SOURCES		1,430,000	1,430,000	514	-	-	-	-	-	-	-	-	-	1,430,000	1,430,000	514
RESERVES/FUND BALANCE *		56,081	27,750	-	-	-	-	1,872,976	1,890,420	83,838	-	-	-	1,929,057	1,918,170	83,838
PY ENCUMBRANCE BUDGET		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL REVENUES</b>		<b>539,046,374</b>	<b>559,251,256</b>	<b>68,541,843</b>	<b>95,664,524</b>	<b>102,013,773</b>	<b>202,664</b>	<b>11,137,986</b>	<b>11,600,704</b>	<b>1,575,398</b>	<b>25,571,578</b>	<b>25,571,578</b>	<b>5,131,347</b>	<b>671,420,462</b>	<b>698,437,311</b>	<b>75,451,252</b>
<b>EXPENDITURES</b>																
REGULAR INSTRUCTION PROGRAM	71100	230,771,565	231,177,230	41,077,703	25,307,505	28,828,983	2,919,314	4,512,106	4,584,458	412,284	-	-	-	260,591,176	264,590,671	44,409,301
SPECIAL EDUCATION INSTR PROG	71200	38,671,025	38,671,025	6,698,565	5,787,470	8,087,830	869,542	645,121	645,121	31,839	-	-	-	45,103,616	47,403,976	7,599,946
VOCATIONAL ED INSTR PROG	71300	16,702,130	17,256,300	2,506,220	850,038	915,938	284,171	62,519	89,804	92,150	-	-	-	17,614,687	18,262,042	2,882,541
ATTENDANCE	72110	6,815,924	6,815,924	995,735	51,230	51,230	23,008	-	-	-	-	-	-	6,867,154	6,867,154	1,018,742
HEALTH SERVICES	72120	7,066,460	7,066,460	967,300	39,000	351,635	17,470	42,500	217,500	30,217	-	-	-	7,147,960	7,635,595	1,014,987
OTHER STUDENT SUPPORT	72130	28,025,749	28,038,099	4,727,772	5,809,297	5,051,922	736,287	5,000	232,291	1,962	-	-	-	33,840,046	33,322,312	5,466,021
REG INST SUPPORT	72210	29,433,147	29,529,223	5,418,311	11,337,630	11,936,776	2,358,874	1,716,931	1,676,658	245,990	-	-	-	42,487,708	43,142,657	8,023,176
SPECIAL ED INST SUPPORT	72220	8,525,085	8,525,085	1,108,614	3,652,307	1,971,614	263,974	-	-	-	-	-	-	12,177,392	10,496,699	1,372,588
VOCATIONAL ED INST SUPPORT	72230	1,773,155	1,962,948	547,035	83,930	50,732	8,751	-	-	-	-	-	-	1,857,085	2,013,680	555,786
EDUCATION TECHNOLOGY	72250	10,098,476	26,124,095	2,179,596	355,511	355,511	-	-	-	-	-	-	-	10,453,987	26,479,606	2,179,596
BOARD OF EDUCATION	72310	6,446,617	6,446,617	994,987	-	-	-	158,750	158,750	29,804	-	-	-	6,605,367	6,605,367	1,024,791
OFFICE OF SUPERINTENDENT	72320	3,424,829	3,362,829	670,851	-	-	-	109,172	109,172	19,475	-	-	-	3,534,001	3,472,001	700,834
OFFICE OF PRINCIPAL	72410	37,022,668	37,017,639	7,332,398	475,324	428,766	10,508	17,224	17,224	1,421	-	-	-	37,515,216	37,463,629	7,340,694
FISCAL SERVICES	72510	4,014,450	4,015,950	776,253	175,707	175,707	6,875	-	-	-	-	-	-	4,190,157	4,191,657	899,737
HUMAN RESOURCES	72520	4,735,194	4,750,194	746,540	-	250,000	123,483	24,624	25,647	4,734	-	-	-	4,759,818	5,025,841	788,302
OPERATION OF PLANT	72610	32,924,647	32,924,647	7,535,949	1,155,000	2,042,690	37,027	5,951	5,951	-	-	-	-	34,085,598	34,973,288	7,571,796
MAINTENANCE OF PLANT	72620	10,078,346	11,756,594	2,778,472	1,145,586	2,141,627	35,847	-	-	-	-	-	-	11,223,932	13,898,221	2,818,565
TRANSPORTATION	72710	26,369,643	26,409,643	2,456,828	533,545	725,407	40,093	14,624	12,124	-	-	-	-	26,917,812	27,147,174	2,456,828
CENTRAL AND OTHER	72810	418,688	465,688	270,179	-	-	-	9,100	19,100	2,075	-	-	-	427,788	484,788	272,254
FOOD SERVICE	73100	2,600	2,600	1,310	-	-	-	-	-	-	25,571,578	25,571,578	5,032,376	25,574,178	25,574,178	8,137,250
COMMUNITY SERVICES	73300	813,814	813,814	113,669	1,710,089	1,710,450	3,103,565	3,655,923	3,655,923	170,681	-	-	-	6,179,826	6,180,187	593,307
EARLY CHILDHOOD EDUCATION	73400	3,288,677	3,243,151	429,573	865,225	691,436	308,957	135,441	135,441	19,595	-	-	-	4,289,343	4,070,028	5,991,952
REGULAR CAPITAL OUTLAY	76100	69,000	1,321,016	247,142	33,500,000	33,500,000	5,542,785	23,000	15,540	-	-	-	-	33,592,000	34,836,556	247,142
EDUCATION DEBT SERVICE		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
EDUCATION CAPITAL PROJECTS		2,000,000	2,000,000	-	-	-	-	-	-	-	-	-	-	2,000,000	2,000,000	-
CHARTER SCHOOLS (TRANSFERS )		29,554,485	29,554,485	5,578,842	-	-	-	-	-	-	-	-	-	29,554,485	29,554,485	5,578,842
TRANSFERS-STATE GRANTS		-	-	-	2,830,130	2,745,519	-	-	-	-	-	-	-	2,830,130	2,745,519	-
TRANSFERS TO FUND BALANCE		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>		<b>539,046,374</b>	<b>559,251,256</b>	<b>96,159,843</b>	<b>95,664,524</b>	<b>102,013,773</b>	<b>16,690,532</b>	<b>11,137,986</b>	<b>11,600,704</b>	<b>1,062,226</b>	<b>25,571,578</b>	<b>25,571,578</b>	<b>5,032,376</b>	<b>671,420,462</b>	<b>698,437,310</b>	<b>118,944,977</b>

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**  
**3074 Hickory Valley Road**  
**Chattanooga, Tennessee 37421**

**MEMORANDUM**

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

**FROM:** Mary Ellen Heuton, Chief Financial Officer

**DATE:** November 9, 2023

**SUBJECT:** Budget Amendments – Federal Grants, State Grants and Self-Funded Programs

The following budget amendments for Federal Grants, State Grants and Self-Funded Programs for FY2024 are recommended for your approval.

The Federal Programs budget is amended by items 1 - 8. Items 1, 3 and 6 consist of current year awards and carryover funds. Items 2, 4, 5, 7 and 8 consist of current year awards.

The State Programs budget is amended by items 9 and 10. Item 9 consists of a current year award. Item 10 consists of carryover funds.

The Self-Funded Programs budget is amended by items 11 - 15. Items 11, 13 and 15 consist of both current year and carryover contributions. Items 12 and 14 consist of carryover contributions.

1. Title III Immigrant, with a net increase of \$20,548
2. Fostering Diverse Schools Grant, totaling \$251,593
3. McKinney-Vento, Title IX Part A, Homeless Education with a net increase of \$66,507
4. United Way - TN All Corps, with transfers between lines
5. Enhancing School Capacity to Address Youth Violence, totaling \$331,682
6. CTE Perkins Reserve – Pathways to HS Apprenticeships, with transfers between lines
7. School Violence Prevention FY23, totaling \$348,974
8. Teaching All Students Initiative (TAS), totaling \$5,500
9. State Special Education Preschool Grant, with transfers between lines
10. Innovative School Models, with transfers between lines
11. Nursing Services, with a net increase of \$28,536
12. Future Ready Institutes – Novonix, with transfers between lines
13. Future Ready Institutes – Tyner Academy, with a net increase of \$3,500
14. E-Rate Technology, with transfers between lines
15. Flower Fund, with transfers between lines

**FEDERAL PROGRAMS**

**SOURCE OF FUNDS**

November 9, 2023

	FEDERAL THROUGH STATE	OTHER FEDERAL THROUGH STATE	DIRECT FEDERAL FUNDS	OTHER GOVERNMENT GROUPS	TOTAL REVENUE	AMENDMENT ITEM #
<b>BUDGET AMENDMENTS</b>	47100	47590	47990	48990		
Title III Immigrant	20,548				20,548	1
Fostering Diverse Schools Grant			251,593		251,593	2
McKinney-Vento, Title IX Part A, Homeless Education	66,507				66,507	3
United Way - TN All Corps				-	-	4
Enhancing School Capacity to Address Youth Violence			335,032		335,032	5
CTE Perkins Reserve - Pathways to High School Apprenticeships	-				-	6
School Violence Prevention FY23			348,974		348,974	7
Teaching All Students Initiative (TAS)		5,500			5,500	8
	87,055	5,500	935,599	-	1,028,154	

**FEDERAL PROGRAMS**  
**USE OF FUNDS**

November 9, 2023

BUDGET AMENDMENTS	REGULAR INSTRUCTION 71100	SPECIAL EDUCATION 71200	VOCATIONAL EDUCATION 71300	ATTENDANCE 72110	OTHER STUDENT SUPPORT 72130	REGULAR INSTRUCTION SUPPORT 72210	TRANSPORTATION 72710	INDIRECT COST 99100	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
Title III Immigrant	20,145							403	20,548	1
Fostering Diverse Schools Grant				247,221				4,372	251,593	2
McKinney-Vento, Title IX Part A, Homeless Education	18,474				9,173		36,498	2,362	66,507	3
United Way - TN All Corps	-								-	4
Enhancing School Capacity to Address Youth Violence					314,363			20,669	335,032	5
CTE Perkins Reserve - Pathways to High School Apprenticeships				-					-	6
School Violence Prevention FY23					75,000	241,702		32,272	348,974	7
Teaching All Students Initiative (TAS)		5,500							5,500	8
	38,619	5,500	-	247,221	398,536	241,702	36,498	60,078	1,028,154	

**STATE PROGRAMS**  
**SOURCE OF FUNDS**

November 9, 2023

<b>BUDGET AMENDMENTS</b>	<b>STATE REVENUE 46000</b>	<b>TOTAL REVENUE</b>	<b>AMENDMENT ITEM #</b>
State Special Education Preschool Grant	-	-	9
Innovative School Models	-	-	10
	-	-	

**STATE PROGRAMS**  
**USE OF FUNDS**

November 9, 2023

BUDGET AMENDMENTS	REGULAR EDUCATION 71100	SPECIAL EDUCATION 71200	VOCATIONAL EDUCATION 71300	OTHER STUDENT SUPPORT 72130	REGULAR INSTRUCTION SUPPORT 72210	VOCATIONAL EDUCATION SUPPORT 72230	EDUCATIONAL TECHNOLOGY 72250	OFFICE OF THE PRINCIPAL 72410	FISCAL SERVICES 72510	MAINTENANCE OF PLANT 72620	TRANSPORTATION 72710	REGULAR CAPITAL OUTLAY 76100	INDIRECT COST 99100	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
State Special Education Preschool Grant		19,469											(19,469)	-	9
Innovative School Models	(187,000)		733,378	(70,979)	(52,475)	(464,539)	(52,420)		65,780		7,000	21,255		-	10
	(187,000)	19,469	733,378	(70,979)	(52,475)	(464,539)	(52,420)	-		-	7,000	21,255	(19,469)	-	

**SELF-FUNDED PROGRAMS**

**SOURCE OF FUNDS**

November 9, 2023

	RESTRICTED FOR EDUCATION FUND BALANCE 34555	OTHER LOCAL REVENUES 44000	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
<b>BUDGET AMENDMENTS</b>				
Nursing Services	28,536		28,536	11
Future Ready Institutes - Novonix	-		-	12
Future Ready Institutes - Tyner Academy		3,500	3,500	13
E-Rate Technology	-		-	14
Flower Fund	-		-	15
	<hr/> 28,536	3,500	32,036	

**SELF-FUNDED PROGRAMS**

**USE OF FUNDS**

November 9, 2023

BUDGET AMENDMENTS	REGULAR INSTRUCTION 71100	HEALTH SERVICES 72120	REGULAR INSTRUCTION SUPPORT 72210	OFFICE OF THE PRINCIPAL 72410	CENTRAL AND OTHER 72810	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
Nursing Services		28,536				28,536	11
Future Ready Institutes - Novonix	(156)		156			-	12
Future Ready Institutes - Tyner Academy	3,500					3,500	13
E-Rate Technology	-					-	14
Flower Fund				2,500	(2,500)	-	15
	3,344	28,536	156	2,500	(2,500)	32,036	

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
 FEDERAL PROGRAMS  
 TITLE III IMMIGRANT  
 BUDGET FISCAL YEAR 2023-2024**  
 FY23 carryover was \$18,774.58  
 FY24 award is \$20,548.23

**SOURCE OF FUNDS SUMMARY**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET		AMENDED BUDGET	
		10/19/2023	INCREASE	DECREASE	11/9/2023
141-2-130-0000-0-00000-471460-0000-0000-130	Revenue	18,775	20,548		39,323
	<b>Total Source of Funds</b>	<b>18,775</b>	<b>20,548</b>	<b>-</b>	<b>39,323</b>

**USE OF FUNDS SUMMARY**

<b>71100</b>	Regular Instruction	18,407	20,145	-	38,552
<b>99100</b>	Indirect Cost	368	403	-	771
	<b>Total Use of Funds</b>	<b>18,775</b>	<b>20,548</b>	<b>-</b>	<b>39,323</b>

**USE OF FUNDS DETAIL**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET		AMENDED BUDGET	
		10/19/2023	INCREASE	DECREASE	11/9/2023
141-2-130-0000-0-71100-514090-0000-0000-130	Teacher Extended Contract	630			630
141-2-130-0000-0-71100-520110-0000-0000-130	Social Security	39			39
141-2-130-0000-0-71100-520410-0000-0000-130	State Retirement	43			43
141-2-130-0000-0-71100-521210-0000-0000-130	Employer Medicare	9			9
141-2-130-0000-0-71100-542910-0000-0000-130	Instructional Supplies	17,686	20,145		37,831
	<b>Total 71100 - Regular Instruction</b>	<b>18,407</b>	<b>20,145</b>	<b>-</b>	<b>38,552</b>
141-2-130-0000-0-99100-550410-0000-0000-130	Indirect Cost (2.00%)	368	403		771
	<b>Total 99100 - Indirect Cost</b>	<b>368</b>	<b>403</b>	<b>-</b>	<b>771</b>
	<b>TOTAL BUDGET</b>	<b>18,775</b>	<b>20,548</b>	<b>-</b>	<b>39,323</b>

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
 FEDERAL PROGRAMS  
 FOSTERING DIVERSE SCHOOLS GRANT  
 BUDGET FISCAL YEAR 2023-2024**

Year 1 of 2 year award: \$251,593

**SOURCE OF FUNDS SUMMARY**

<b>ACCOUNT CODE</b>	<b>DESCRIPTION</b>	<b>FY2024 BUDGET 11/9/2023</b>
141-2-144-0000-0-00000-479900-0000-0000-144	Revenue	251,593
	<b>Total Source of Funds</b>	<b>251,593</b>

**USE OF FUNDS SUMMARY**

<b>72110</b>	Attendance	247,221
<b>99100</b>	Indirect Cost	4,372
	<b>Total Use of Funds</b>	<b>251,593</b>

**USE OF FUNDS DETAIL**

<b>ACCOUNT CODE</b>	<b>DESCRIPTION</b>	<b>FY2024 BUDGET 11/9/2023</b>
141-2-144-0000-0-72110-518990-0000-0000-144	Project Coordinator (1.0 FTE)	70,000
141-2-144-0000-0-72110-520110-0000-0000-144	Social Security	4,340
141-2-144-0000-0-72110-520410-0000-0000-144	State Retirement	10,290
141-2-144-0000-0-72110-520610-0000-0000-144	Life Insurance	38
141-2-144-0000-0-72110-520730-0000-0000-144	Health Insurance	10,926
141-2-144-0000-0-72110-520810-0000-0000-144	Dental Insurance	365
141-2-144-0000-0-72110-521010-0000-0000-144	Unemployment	17
141-2-144-0000-0-72110-521210-0000-0000-144	Medicare	1,015
141-2-144-0000-0-72110-529910-0000-0000-144	Long-Term Disability	105
141-2-144-0000-0-72110-529930-0000-0000-144	Short-Term Disability	125
141-2-144-0000-0-72110-539990-0000-0000-144	Other Contracted Services	150,000
	<b>Total 72110 - Attendance</b>	<b>247,221</b>
141-2-144-0000-0-99100-550410-0000-0000-144	Indirect Cost (2.97%)	4,372
	<b>Total 99100 - Indirect Cost</b>	<b>4,372</b>
	<b>TOTAL BUDGET</b>	<b>251,593</b>

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
 FEDERAL PROGRAMS  
 McKINNEY-VENTO, TITLE IX PART A, HOMELESS EDUCATION  
 BUDGET FISCAL YEAR 2023-2024**

FY24 Allocation is \$205,116.94

FY23 Carryover on 6/30/23 is \$66,506.71

**SOURCE OF FUNDS SUMMARY**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET		AMENDED BUDGET
		9/21/2023	INCREASE DECREASE	
141-2-190-0000-0-00000-471490-0000-0000-190	Education for Homeless Children	205,117	66,507	271,624
	<b>Total Source of Funds</b>	<b>205,117</b>	<b>66,507</b>	<b>- 271,624</b>

**USE OF FUNDS SUMMARY**

<b>71100</b>	Regular Instruction	74,470	18,474	-	92,944
<b>72130</b>	Other Student Support	11,841	9,173	-	21,014
<b>72210</b>	Instructional Support	5,500	-	-	5,500
<b>72710</b>	Transportation	108,000	36,498	-	144,498
<b>99100</b>	Indirect Cost	5,306	2,362	-	7,668
	<b>Total Use of Funds</b>	<b>205,117</b>	<b>66,507</b>	<b>-</b>	<b>271,624</b>

**USE OF FUNDS DETAIL**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET		AMENDED BUDGET
		9/21/2023	INCREASE DECREASE	
141-2-190-0000-0-71100-514090-0000-0000-190	Stipends	20,000	7,570	27,570
141-2-190-0000-0-71100-520110-0000-0000-190	Social Security	1,240	469	1,709
141-2-190-0000-0-71100-520410-0000-0000-190	State Retirement	2,940	1,113	4,053
141-2-190-0000-0-71100-521210-0000-0000-190	Employer Medicare	290	110	400
141-2-190-0000-0-71100-542910-0000-0000-190	Instructional Supplies	10,000	9,212	19,212
141-2-190-0000-0-71100-549990-0000-0000-190	Other Supplies & Materials	40,000		40,000
	<b>Total 71100 - Regular Instruction</b>	<b>74,470</b>	<b>18,474</b>	<b>- 92,944</b>
141-2-190-0000-0-72130-514090-0000-0000-190	Stipends	5,000	8,015	13,015
141-2-190-0000-0-72130-518990-0000-0000-190	Other Salaries & Wages	5,000		5,000
141-2-190-0000-0-72130-520110-0000-0000-190	Social Security	620	497	1,117
141-2-190-0000-0-72130-520410-0000-0000-190	State Retirement	1,076	545	1,621
141-2-190-0000-0-72130-521210-0000-0000-190	Employer Medicare	145	116	261
	<b>Total 72130 - Other Student Support</b>	<b>11,841</b>	<b>9,173</b>	<b>- 21,014</b>
141-2-190-0000-0-72210-549990-0000-0000-190	Other Supplies & Materials	2,500		2,500
141-2-190-0000-0-72210-552410-0000-0000-190	In-Service/Staff Development	3,000		3,000
	<b>Total 72210 - Instructional Support</b>	<b>5,500</b>	<b>-</b>	<b>- 5,500</b>
141-2-190-0000-0-72710-531410-0000-0000-190	Contracts with Public Carriers	108,000	36,498	144,498
	<b>Total 72710 - Transportation</b>	<b>108,000</b>	<b>36,498</b>	<b>- 144,498</b>
141-2-190-0000-0-99100-550410-0000-0000-190	Indirect Cost (2.97%)	5,306	2,362	7,668
	<b>Total 99100 - Indirect Cost</b>	<b>5,306</b>	<b>2,362</b>	<b>- 7,668</b>
	<b>TOTAL BUDGET</b>	<b>205,117</b>	<b>66,507</b>	<b>- 271,624</b>

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
FEDERAL PROGRAMS  
UNITED WAY - TN ALL CORPS  
BUDGET FISCAL YEAR 2023-2024**

**SOURCE OF FUNDS SUMMARY**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 9/21/2023	INCREASE	DECREASE	AMENDED BUDGET 11/9/2023
141-2-195-0000-0-00000-489900-0000-0000-195	Other Citizens Groups	2,300,000			2,300,000
	<b>Total Source of Funds</b>	<b>2,300,000</b>	<b>-</b>	<b>-</b>	<b>2,300,000</b>

**USE OF FUNDS SUMMARY**

<b>71100</b>	Regular Instruction	2,233,660	50,625	(50,625)	2,233,660
<b>99100</b>	Indirect Cost	66,340	-	-	66,340
	<b>Total Use of Funds</b>	<b>2,300,000</b>	<b>50,625</b>	<b>(50,625)</b>	<b>2,300,000</b>

**USE OF FUNDS DETAIL**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 9/21/2023	INCREASE	DECREASE	AMENDED BUDGET 11/9/2023
<b><u>Allen Elementary</u></b>					
141-2-195-0005-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139			39,139
141-2-195-0005-1-71100-520110-0000-0000-195	Social Security	2,426			2,426
141-2-195-0005-1-71100-521210-0000-0000-195	Employer Medicare	567			567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	<b>-</b>	<b>-</b>	<b>42,132</b>
<b><u>Alpine Crest Elementary</u></b>					
141-2-195-0010-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139			39,139
141-2-195-0010-1-71100-520110-0000-0000-195	Social Security	2,426			2,426
141-2-195-0010-1-71100-521210-0000-0000-195	Employer Medicare	567			567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	<b>-</b>	<b>-</b>	<b>42,132</b>
<b><u>Apison Elementary</u></b>					
141-2-195-0013-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139			39,139
141-2-195-0013-1-71100-520110-0000-0000-195	Social Security	2,426			2,426
141-2-195-0013-1-71100-521210-0000-0000-195	Employer Medicare	567			567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	<b>-</b>	<b>-</b>	<b>42,132</b>
<b><u>Battle Academy</u></b>					
141-2-195-0016-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139			39,139
141-2-195-0016-1-71100-520110-0000-0000-195	Social Security	2,426			2,426
141-2-195-0016-1-71100-521210-0000-0000-195	Employer Medicare	567			567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	<b>-</b>	<b>-</b>	<b>42,132</b>
<b><u>Bess T. Shepherd Elementary</u></b>					
141-2-195-0017-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139			39,139
141-2-195-0017-1-71100-513450-0000-0000-195	Tutor (WBL positions)	-	50,625		50,625
141-2-195-0017-1-71100-520110-0000-0000-195	Social Security	2,426			2,426
141-2-195-0017-1-71100-521210-0000-0000-195	Employer Medicare	567			567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	<b>50,625</b>	<b>-</b>	<b>92,757</b>
<b><u>Big Ridge Elementary</u></b>					
141-2-195-0019-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139			39,139
141-2-195-0019-1-71100-520110-0000-0000-195	Social Security	2,426			2,426
141-2-195-0019-1-71100-521210-0000-0000-195	Employer Medicare	567			567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	<b>-</b>	<b>-</b>	<b>42,132</b>
<b><u>Brown Academy</u></b>					
141-2-195-0033-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139			39,139
141-2-195-0033-1-71100-520110-0000-0000-195	Social Security	2,426			2,426
141-2-195-0033-1-71100-521210-0000-0000-195	Employer Medicare	567			567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	<b>-</b>	<b>-</b>	<b>42,132</b>
<b><u>Calvin Donaldson Elementary</u></b>					
141-2-195-0037-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139			39,139
141-2-195-0037-1-71100-520110-0000-0000-195	Social Security	2,426			2,426
141-2-195-0037-1-71100-521210-0000-0000-195	Employer Medicare	567			567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	<b>-</b>	<b>-</b>	<b>42,132</b>

**Normal Park - Lower School**

141-2-195-0041-4-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0041-4-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0041-4-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	-	<b>42,132</b>

**CSAS - Lower School**

141-2-195-0047-4-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0047-4-71100-513450-0000-0000-195	Tutor (WBL positions)	101,250		101,250
141-2-195-0047-4-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0047-4-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>143,382</b>	-	<b>143,382</b>

**Clifton Hills Elementary**

141-2-195-0048-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0048-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0048-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	-	<b>42,132</b>

**Daisy Elementary**

141-2-195-0050-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0050-1-71100-513450-0000-0000-195	Tutor (WBL positions)	101,250		101,250
141-2-195-0050-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0050-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>143,382</b>	-	<b>143,382</b>

**McConnell Elementary**

141-2-195-0051-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0051-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0051-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	-	<b>42,132</b>

**DuPont Elementary**

141-2-195-0058-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0058-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0058-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	-	<b>42,132</b>

**East Brainerd Elementary**

141-2-195-0062-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0062-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0062-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	-	<b>42,132</b>

**East Lake Elementary**

141-2-195-0063-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0063-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0063-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	-	<b>42,132</b>

**East Ridge Elementary**

141-2-195-0065-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0065-1-71100-513450-0000-0000-195	Tutor (WBL positions)	101,250		101,250
141-2-195-0065-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0065-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>143,382</b>	-	<b>143,382</b>

**East Side Elementary**

141-2-195-0078-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0078-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0078-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	-	<b>42,132</b>

**Middle Valley Elementary**

141-2-195-0085-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0085-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0085-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	-	<b>42,132</b>

**Harrison Elementary**

141-2-195-0090-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0090-1-71100-513450-0000-0000-195	Tutor (WBL positions)	101,250	(50,625)	50,625
141-2-195-0090-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0090-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>143,382</b>	<b>- (50,625)</b>	<b>92,757</b>

**Barger Academy**

141-2-195-0097-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0097-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0097-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	<b>- -</b>	<b>42,132</b>

**Hardy Elementary**

141-2-195-0110-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0110-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0110-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	<b>- -</b>	<b>42,132</b>

**Lookout Mountain Elementary**

141-2-195-0125-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0125-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0125-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	<b>- -</b>	<b>42,132</b>

**Hixson Elementary**

141-2-195-0127-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0127-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0127-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	<b>- -</b>	<b>42,132</b>

**North Hamilton County Elementary**

141-2-195-0147-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0147-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0147-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	<b>- -</b>	<b>42,132</b>

**Wolftever Creek Elementary**

141-2-195-0148-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0148-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0148-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	<b>- -</b>	<b>42,132</b>

**Nolan Elementary**

141-2-195-0149-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0149-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0149-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	<b>- -</b>	<b>42,132</b>

**Ooltewah Elementary**

141-2-195-0155-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0155-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0155-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	<b>- -</b>	<b>42,132</b>

**CSLA - Lower**

141-2-195-0162-4-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0162-4-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0162-4-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	<b>- -</b>	<b>42,132</b>

**Red Bank Elementary**

141-2-195-0171-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0171-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0171-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	<b>- -</b>	<b>42,132</b>

**Rivermont Elementary**

141-2-195-0183-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0183-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0183-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	-	<b>42,132</b>

**Orchard Knob Elementary**

141-2-195-0194-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0194-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0194-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	-	<b>42,132</b>

**Snow Hill Elementary**

141-2-195-0215-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0215-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0215-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	-	<b>42,132</b>

**Soddy Elementary**

141-2-195-0230-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0230-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0230-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	-	<b>42,132</b>

**Spring Creek Elementary**

141-2-195-0235-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0235-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0235-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	-	<b>42,132</b>

**Thrasher Elementary**

141-2-195-0240-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0240-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0240-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	-	<b>42,132</b>

**Lookout Valley Elementary**

141-2-195-0241-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0241-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0241-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	-	<b>42,132</b>

**Woodmore Elementary**

141-2-195-0245-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0245-1-71100-513450-0000-0000-195	Tutor (WBL positions)	101,250		101,250
141-2-195-0245-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0245-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>143,382</b>	-	<b>143,382</b>

**Wallace A. Smith Elementary**

141-2-195-0260-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0260-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0260-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	-	<b>42,132</b>

**Westview Elementary**

141-2-195-0265-1-71100-513450-0000-0000-195	Tutor (2 positions/1 FTE)	39,139		39,139
141-2-195-0265-1-71100-520110-0000-0000-195	Social Security	2,426		2,426
141-2-195-0265-1-71100-521210-0000-0000-195	Employer Medicare	567		567
	<b>Total 71100 - Regular Instruction</b>	<b>42,132</b>	-	<b>42,132</b>

**HCS Virtual School**

141-2-195-0275-4-71100-513450-0000-0000-195	Tutor (1 position/.5 FTE)	19,568		19,568
141-2-195-0275-4-71100-520110-0000-0000-195	Social Security	1,213		1,213
141-2-195-0275-4-71100-521210-0000-0000-195	Employer Medicare	284		284
	<b>Total 71100 - Regular Instruction</b>	<b>21,065</b>	-	<b>21,065</b>

**Dawn School**

141-2-195-7056-7-71100-513450-0000-0000-195	Tutor (1 position/.5 FTE)	19,568			19,568
141-2-195-7056-7-71100-520110-0000-0000-195	Social Security	1,213			1,213
141-2-195-7056-7-71100-521210-0000-0000-195	Employer Medicare	284			284
	<b>Total 71100 - Regular Instruction</b>	<b>21,065</b>	-	-	<b>21,065</b>
141-2-195-0000-0-99100-550410-0000-0000-195	Indirect Cost (2.97%)	66,340			66,340
	<b>Total 99100 - Indirect Cost</b>	<b>66,340</b>	-	-	<b>66,340</b>
	<b>TOTAL BUDGET</b>	<b>2,300,000</b>	<b>50,625</b>	<b>(50,625)</b>	<b>2,300,000</b>

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
 FEDERAL PROGRAMS  
 ENHANCING SCHOOL CAPACITY TO ADDRESS YOUTH VIOLENCE  
 BUDGET FISCAL YEAR 2023-2024**

Year 1 of 3 year award: \$335,032

**SOURCE OF FUNDS SUMMARY**

<b>ACCOUNT CODE</b>	<b>DESCRIPTION</b>	<b>FY2024 BUDGET 11/9/2023</b>
141-2-198-0000-0-00000-479900-0000-0000-198	Revenue	335,032
	<b>Total Source of Funds</b>	<b>335,032</b>

**USE OF FUNDS SUMMARY**

<b>72130</b>	Other Student Support	314,363
<b>99100</b>	Indirect Cost	20,669
	<b>Total Use of Funds</b>	<b>335,032</b>

**USE OF FUNDS DETAIL**

<b>ACCOUNT CODE</b>	<b>DESCRIPTION</b>	<b>FY2024 BUDGET 11/9/2023</b>
141-2-198-7250-7-72130-518990-0000-0000-198	Project Coordinator (1.0 FTE)	48,402
141-2-198-7250-7-72130-518990-0000-0000-198	Stipends	70,000
141-2-198-7250-7-72130-520110-0000-0000-198	Social Security	7,341
141-2-198-7250-7-72130-520410-0000-0000-198	State Retirement	11,882
141-2-198-7250-7-72130-520610-0000-0000-198	Life Insurance	38
141-2-198-7250-7-72130-520730-0000-0000-198	Health Insurance	10,926
141-2-198-7250-7-72130-520810-0000-0000-198	Dental Insurance	365
141-2-198-7250-7-72130-521010-0000-0000-198	Unemployment	17
141-2-198-7250-7-72130-521210-0000-0000-198	Medicare	1,717
141-2-198-7250-7-72130-529910-0000-0000-198	Long-Term Disability	73
141-2-198-7250-7-72130-529930-0000-0000-198	Short-Term Disability	86
141-2-198-7250-7-72130-535510-0000-0000-198	Travel	2,948
141-2-198-7250-7-72130-539990-0000-0000-198	Other Contracted Services	144,618
141-2-198-7250-7-72130-549990-0000-0000-198	Other Supplies & Materials	5,000
141-2-198-7250-7-72130-552410-0000-0000-198	Staff Development	10,950
	<b>Total 72130 - Other Student Support</b>	<b>314,363</b>
141-2-198-0000-0-99100-550410-0000-0000-198	Indirect Cost (10.19%)	20,669
	<b>Total 99100 - Indirect Cost</b>	<b>20,669</b>
	<b>TOTAL BUDGET</b>	<b>335,032</b>

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
 FEDERAL PROGRAMS  
 CTE PERKINS RESERVE - PATHWAYS TO HIGH SCHOOL APPRENTICESHIPS  
 BUDGET FISCAL YEAR 2023-2024**

FY23 carryover is \$3,077.63  
 FY24 award is \$50,000.00

**SOURCE OF FUNDS SUMMARY**

<u>ACCOUNT CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET</u>		<u>AMENDED BUDGET</u>	
		<u>9/21/2023</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>11/9/2023</u>
141-2-306-0000-0-00000-471310-0000-0000-306	Basic Vocational	53,078			53,078
	<b>Total Source of Funds</b>	<b>53,078</b>	<b>-</b>	<b>-</b>	<b>53,078</b>

**USE OF FUNDS SUMMARY**

<b>71300</b>	Vocational Education Program	53,078	12,710	(12,710)	53,078
	<b>Total Use of Funds</b>	<b>53,078</b>	<b>12,710</b>	<b>(12,710)</b>	<b>53,078</b>

**USE OF FUNDS DETAIL**

<u>ACCOUNT CODE</u>	<u>DESCRIPTION</u>	<u>AMENDED BUDGET</u>		<u>AMENDED BUDGET</u>	
		<u>9/21/2023</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>11/9/2023</u>
141-2-306-0000-0-71300-542910-0000-0000-306	Instructional Supplies & Materials	3,078			3,078
141-2-306-0000-0-71300-547110-0000-0000-306	Software	-	8,750		8,750
141-2-306-0000-0-71300-552410-0000-0000-306	In-Service/Staff Development	-	3,960		3,960
141-2-306-0000-0-71300-573010-0000-0000-306	Vocational Equipment	50,000		(12,710)	37,290
	<b>Total 71300 - Vocational Education Program</b>	<b>53,078</b>	<b>12,710</b>	<b>(12,710)</b>	<b>53,078</b>
	<b>TOTAL BUDGET</b>	<b>53,078</b>	<b>12,710</b>	<b>(12,710)</b>	<b>53,078</b>

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
 FEDERAL PROGRAMS  
 SCHOOL VIOLENCE PREVENTION FY23  
 BUDGET FISCAL YEAR 2023-2024**

Year 1 of 3 year award: \$348,974.16

**SOURCE OF FUNDS SUMMARY**

<b>ACCOUNT CODE</b>	<b>DESCRIPTION</b>	<b>FY2024 BUDGET 11/9/2023</b>
141-2-309-0000-0-00000-479900-0000-0000-309	Revenue	348,974
	<b>Total Source of Funds</b>	<b>348,974</b>

**USE OF FUNDS SUMMARY**

<b>72130</b>	Other Student Support	75,000
<b>72210</b>	Regular Education Instructional Support	241,702
<b>99100</b>	Indirect Cost	32,272
	<b>Total Use of Funds</b>	<b>348,974</b>

**USE OF FUNDS DETAIL**

<b>ACCOUNT CODE</b>	<b>DESCRIPTION</b>	<b>FY2024 BUDGET 11/9/2023</b>
141-2-309-0000-0-72130-518990-0000-0000-309	SSO Trainer (1.0 FTE)	51,887
141-2-309-0000-0-72130-520110-0000-0000-309	Social Security	3,217
141-2-309-0000-0-72130-520410-0000-0000-309	State Retirement	7,627
141-2-309-0000-0-72130-520610-0000-0000-309	Life Insurance	38
141-2-309-0000-0-72130-520730-0000-0000-309	Health Insurance	10,926
141-2-309-0000-0-72130-520810-0000-0000-309	Dental Insurance	365
141-2-309-0000-0-72130-521010-0000-0000-309	Unemployment	17
141-2-309-0000-0-72130-521210-0000-0000-309	Medicare	752
141-2-309-0000-0-72130-529910-0000-0000-309	Long-Term Disability	78
141-2-309-0000-0-72130-529930-0000-0000-309	Short-Term Disability	93
	<b>Total 72130 - Other Student Support</b>	<b>75,000</b>
141-2-309-0000-0-72210-518990-0000-0000-309	SSP Lead (1.0 FTE)	52,981
141-2-309-0000-0-72210-518990-0000-0000-309	Stipends	40,866
141-2-309-0000-0-72210-520110-0000-0000-309	Social Security	5,819
141-2-309-0000-0-72210-520410-0000-0000-309	State Retirement	13,795
141-2-309-0000-0-72210-520610-0000-0000-309	Life Insurance	38
141-2-309-0000-0-72210-520730-0000-0000-309	Health Insurance	10,926
141-2-309-0000-0-72210-520810-0000-0000-309	Dental Insurance	365
141-2-309-0000-0-72210-521010-0000-0000-309	Unemployment	17
141-2-309-0000-0-72210-521210-0000-0000-309	Medicare	1,361
141-2-309-0000-0-72210-529910-0000-0000-309	Long-Term Disability	79
141-2-309-0000-0-72210-529930-0000-0000-309	Short-Term Disability	95
141-2-309-0000-0-72210-539990-0000-0000-309	Other Contracted Services	2,000
141-2-309-0000-0-72210-547110-0000-0000-309	Software	5,700
141-2-309-0000-0-72210-549990-0000-0000-309	Other Supplies & Materials	2,500
141-2-309-0000-0-72210-552410-0000-0000-309	Staff Development	105,160
	<b>Total 72210 - Regular Education Instructional Support</b>	<b>241,702</b>
141-2-309-0000-0-99100-550410-0000-0000-309	Indirect Cost (10.19%)	32,272
	<b>Total 99100 - Indirect Cost</b>	<b>32,272</b>
	<b>TOTAL BUDGET</b>	<b>348,974</b>

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
 FEDERAL PROGRAMS  
 TEACHING ALL STUDENTS INITIATIVE (TAS)  
 BUDGET FISCAL YEAR 2023-2024**

FY24 award is \$5,500.00

**SOURCE OF FUNDS SUMMARY**

<b>ACCOUNT CODE</b>	<b>DESCRIPTION</b>	<b>FY2024 BUDGET 11/9/2023</b>
141-2-322-0000-0-00000-475900-0000-0000-322	Revenue	5,500
	<b>Total Source of Funds</b>	<b>5,500</b>

**USE OF FUNDS SUMMARY**

<b>71200</b>	Special Education Instruction	5,500
	<b>Total Use of Funds</b>	<b>5,500</b>

**USE OF FUNDS DETAIL**

<b>ACCOUNT CODE</b>	<b>DESCRIPTION</b>	<b>FY2024 BUDGET 11/9/2023</b>
141-2-322-0000-0-71200-542910-0000-0000-322	Instructional Supplies and Materials	5,021
141-2-322-0000-0-71200-547110-0000-0000-322	Software	479
	<b>Total 71200 - Special Education Instruction</b>	<b>5,500</b>
	<b>TOTAL BUDGET</b>	<b>5,500</b>

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
STATE PROGRAMS  
STATE SPECIAL EDUCATION PRESCHOOL GRANT  
BUDGET FISCAL YEAR 2023-2024**

2024 Award	675,007	675,007
<b>Total Source of Funds</b>	<b>675,007</b>	<b>675,007</b>

**SOURCE OF FUNDS SUMMARY**

ACCOUNT CODE	DESCRIPTION	FY2024 BUDGET 10/19/2023	INCREASE	DECREASE	AMENDED BUDGET 11/9/2023
141-1-221-0000-0-00000-465150-0000-0000-221	Revenue	675,007			675,007
	<b>Total Source of Funds</b>	<b>675,007</b>	<b>-</b>	<b>-</b>	<b>675,007</b>

**USE OF FUNDS SUMMARY**

<b>71200</b> Special Education Instruction	655,538	19,469	-	675,007
<b>99100</b> Indirect Cost	19,469	-	(19,469)	-
<b>Total Use of Funds</b>	<b>675,007</b>	<b>19,469</b>	<b>(19,469)</b>	<b>675,007</b>

**USE OF FUNDS DETAIL**

ACCOUNT CODE	DESCRIPTION	FY2024 BUDGET 10/19/2023	INCREASE	DECREASE	AMENDED BUDGET 11/9/2023
141-1-221-0000-0-99100-550410-0000-0000-221	Indirect Cost (2.97%)	19,469		(19,469)	-
	<b>Total 99100 - Indirect Cost</b>	<b>19,469</b>	<b>-</b>	<b>(19,469)</b>	<b>-</b>

**DLP - PreSchool Programs**

**East Brainerd Elementary**

141-1-221-0062-6-71200-5116P0-0000-0000-221	Teacher - DLP (2 FTE)	111,500	4,867		116,367
141-1-221-0062-6-71200-5163A0-0000-0000-221	Educational Assistant - DLP (4 FTE)	115,318	4,867		120,185
141-1-221-0062-6-71200-520110-0000-0000-221	Social Security	14,062			14,062
141-1-221-0062-6-71200-520410-0000-0000-221	State Retirement	24,554			24,554
141-1-221-0062-6-71200-520610-0000-0000-221	Life Insurance	228			228
141-1-221-0062-6-71200-520710-0000-0000-221	Health Insurance	59,556			59,556
141-1-221-0062-6-71200-520810-0000-0000-221	Dental Insurance	2,190			2,190
141-1-221-0062-6-71200-521010-0000-0000-221	Unemployment Compensation	102			102
141-1-221-0062-6-71200-521210-0000-0000-221	Medicare	3,289			3,289
141-1-221-0062-6-71200-529910-0000-0000-221	Long Term Disability	340			340
141-1-221-0062-6-71200-529930-0000-0000-221	Short Term Disability	406			406
	<b>Total 71200 - Special Education Instruction - East Brainerd DLP</b>	<b>331,545</b>	<b>9,734</b>	<b>-</b>	<b>341,279</b>

**Harrison Elementary**

141-1-221-0090-6-71200-5116P0-0000-0000-221	Teacher - DLP (2 FTE)	120,000	4,867		124,867
141-1-221-0090-6-71200-5163A0-0000-0000-221	Educational Assistant - DLP (4 FTE)	101,380	4,868		106,248
141-1-221-0090-6-71200-520110-0000-0000-221	Social Security	13,671			13,671
141-1-221-0090-6-71200-520410-0000-0000-221	State Retirement	22,945			22,945
141-1-221-0090-6-71200-520610-0000-0000-221	Life Insurance	228			228
141-1-221-0090-6-71200-520710-0000-0000-221	Health Insurance	59,556			59,556
141-1-221-0090-6-71200-520810-0000-0000-221	Dental Insurance	2,190			2,190
141-1-221-0090-6-71200-521010-0000-0000-221	Unemployment Compensation	102			102
141-1-221-0090-6-71200-521210-0000-0000-221	Medicare	3,197			3,197
141-1-221-0090-6-71200-529910-0000-0000-221	Long Term Disability	330			330
141-1-221-0090-6-71200-529930-0000-0000-221	Short Term Disability	394			394
	<b>Total 71200 - Special Education Instruction - Harrison DLP</b>	<b>323,993</b>	<b>9,735</b>	<b>-</b>	<b>333,728</b>

<b>Total 71200 Special Education Instruction DLP (PreK Programs)</b>	<b>655,538</b>	<b>19,469</b>	<b>-</b>	<b>675,007</b>
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<b>TOTAL BUDGET</b>	<b>675,007</b>	<b>19,469</b>	<b>(19,469)</b>	<b>675,007</b>
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**HAMILTON COUNTY DEPARTMENT OF EDUCATION**  
**STATE PROGRAMS**  
**INNOVATIVE SCHOOL MODELS**  
**BUDGET FISCAL YEAR 2023-2024**  
FY23 Carryover is \$24,727,654.36

**SOURCE OF FUNDS SUMMARY**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET			AMENDED BUDGET
		10/19/2023	INCREASE	DECREASE	11/9/2023
141-1-222-0000-0-00000-467900-0000-0000-222	Revenue	24,727,654			24,727,654
	<b>Total Source of Funds</b>	<b>24,727,654</b>	<b>-</b>	<b>-</b>	<b>24,727,654</b>

**USE OF FUNDS SUMMARY**

<b>71100</b>	Regular Instruction	1,652,019	47,250	(234,250)	1,465,019
<b>71300</b>	Vocational Education Instruction	5,131,248	989,686	(256,308)	5,864,626
<b>72130</b>	Other Student Support	113,979	-	(70,979)	43,000
<b>72210</b>	Regular Instruction Support	100,025	-	(52,475)	47,550
<b>72230</b>	Vocational Instruction Staff Support	1,028,209	50,000	(514,539)	563,670
<b>72250</b>	Educational Technology	15,070,444	91,267	(143,687)	15,018,024
<b>72510</b>	Fiscal Services	-	65,780	-	65,780
<b>72710</b>	Transportation	197,914	7,000	-	204,914
<b>76100</b>	Regular Capital Outlay	1,433,816	22,505	(1,250)	1,455,071
	<b>Total Use of Funds</b>	<b>24,727,654</b>	<b>1,273,488</b>	<b>(1,273,488)</b>	<b>24,727,654</b>

**USE OF FUNDS DETAIL**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET			AMENDED BUDGET
		10/19/2023	INCREASE	DECREASE	11/9/2023
<b>District</b>					
141-1-222-0000-0-72230-511930-0000-0000-222	Bookkeeper (1 FTE)	145,256		(145,256)	-
141-1-222-0000-0-72230-520110-0000-0000-222	Social Security	9,005		(9,005)	-
141-1-222-0000-0-72230-520410-0000-0000-222	State Retirement	18,452		(18,452)	-
141-1-222-0000-0-72230-520610-0000-0000-222	Life Insurance	114		(114)	-
141-1-222-0000-0-72230-520710-0000-0000-222	Health Insurance	29,778		(29,778)	-
141-1-222-0000-0-72230-520810-0000-0000-222	Dental Insurance	1,095		(1,095)	-
141-1-222-0000-0-72230-521010-0000-0000-222	Unemployment Compensation	51		(51)	-
141-1-222-0000-0-72230-521210-0000-0000-222	Medicare	2,106		(2,106)	-
141-1-222-0000-0-72230-521710-0000-0000-222	State Retirement Hybrid	2,905		(2,905)	-
141-1-222-0000-0-72230-529910-0000-0000-222	Long Term Disability	219		(219)	-
141-1-222-0000-0-72230-529930-0000-0000-222	Short Term Disability	261		(261)	-
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>209,242</b>	<b>-</b>	<b>(209,242)</b>	<b>-</b>
141-1-222-0000-0-72510-511930-0000-0000-222	Bookkeeper (1 FTE)		45,182		45,182
141-1-222-0000-0-72510-520110-0000-0000-222	Social Security		2,806		2,806
141-1-222-0000-0-72510-520410-0000-0000-222	State Retirement		5,739		5,739
141-1-222-0000-0-72510-520610-0000-0000-222	Life Insurance		38		38
141-1-222-0000-0-72510-520710-0000-0000-222	Health Insurance		9,926		9,926
141-1-222-0000-0-72510-520810-0000-0000-222	Dental Insurance		365		365
141-1-222-0000-0-72510-521010-0000-0000-222	Unemployment Compensation		17		17
141-1-222-0000-0-72510-521210-0000-0000-222	Medicare		655		655
141-1-222-0000-0-72510-521710-0000-0000-222	State Retirement Hybrid		903		903
141-1-222-0000-0-72510-529910-0000-0000-222	Long Term Disability		68		68
141-1-222-0000-0-72510-529930-0000-0000-222	Short Term Disability		81		81
	<b>Total 72510 - Fiscal Services</b>	<b>-</b>	<b>65,780</b>	<b>-</b>	<b>65,780</b>
	<b>Total - District</b>	<b>209,242</b>	<b>65,780</b>	<b>(209,242)</b>	<b>65,780</b>
<b>Brainerd High School</b>					
141-1-222-0021-3-71100-549990-0000-0000-222	Other Supplies & Materials	8,000			8,000
	<b>Total 71100 - Regular Instruction</b>	<b>8,000</b>	<b>-</b>	<b>-</b>	<b>8,000</b>
141-1-222-0021-3-71300-535610-0000-0000-222	Tuition	2,000			2,000
141-1-222-0021-3-71300-542910-0000-0000-222	Instructional Supplies	1,000		(1,000)	-
141-1-222-0021-3-71300-542910-0000-2222-222	Instructional Supplies - Consumables	-	1,000		1,000
141-1-222-0021-3-71300-547110-0000-0000-222	Software	20,000			20,000
141-1-222-0021-3-71300-549990-0000-0000-222	Other Supplies & Materials	35,000		(25,000)	10,000
141-1-222-0021-3-71300-559990-0000-0000-222	Other Charges	-	25,000		25,000
141-1-222-0021-3-71300-573010-0000-0000-222	Equipment Vocational	175,000			175,000
	<b>Total 71300 - Vocational Education Instruction</b>	<b>233,000</b>	<b>26,000</b>	<b>(26,000)</b>	<b>233,000</b>

ACCOUNT CODE	DESCRIPTION	AMENDED			AMENDED
		BUDGET	INCREASE	DECREASE	BUDGET
		10/19/2023			11/9/2023
141-1-222-0021-3-72130-5189F0-0000-0000-222	College & Career Advisor (.5 FTE)	29,905			29,905
141-1-222-0021-3-72130-520110-0000-0000-222	Social Security	1,853			1,853
141-1-222-0021-3-72130-520410-0000-0000-222	State Retirement	1,636			1,636
141-1-222-0021-3-72130-520610-0000-0000-222	Life Insurance	19			19
141-1-222-0021-3-72130-520710-0000-0000-222	Health Insurance	5,463			5,463
141-1-222-0021-3-72130-520810-0000-0000-222	Dental Insurance	183			183
141-1-222-0021-3-72130-521010-0000-0000-222	Unemployment Compensation	9			9
141-1-222-0021-3-72130-521210-0000-0000-222	Medicare	433			433
141-1-222-0021-3-72130-521710-0000-0000-222	State Retirement Hybrid	400			400
141-1-222-0021-3-72130-529910-0000-0000-222	Long Term Disability	45			45
141-1-222-0021-3-72130-529930-0000-0000-222	Short Term Disability	54			54
	<b>Total 72130 - Other Student Support</b>	<b>40,000</b>	<b>-</b>	<b>-</b>	<b>40,000</b>
141-1-222-0021-3-72230-519610-0000-0000-222	Stipends	5,495			5,495
141-1-222-0021-3-72230-520110-0000-0000-222	Social Security	341			341
141-1-222-0021-3-72230-520410-0000-0000-222	State Retirement	374			374
141-1-222-0021-3-72230-521210-0000-0000-222	Medicare	80			80
141-1-222-0021-3-72230-521710-0000-0000-222	State Retirement Hybrid	110			110
141-1-222-0021-3-72230-539990-0000-0000-222	Other Contracted Services	5,000			5,000
141-1-222-0021-3-72230-552410-0000-0000-222	In-Service/Staff Development	5,000			5,000
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>16,400</b>	<b>-</b>	<b>-</b>	<b>16,400</b>
141-1-222-0021-3-72250-579010-0000-BUDG-222	Other Equipment	656,316	5,499		661,815
	<b>Total 72250 - Education Technology</b>	<b>656,316</b>	<b>5,499</b>	<b>-</b>	<b>661,815</b>
141-1-222-0021-3-72710-531410-0000-0000-222	Contracts w/ Public Carriers	2,000			2,000
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>2,000</b>	<b>-</b>	<b>-</b>	<b>2,000</b>
141-1-222-0021-3-76100-570710-0000-0000-222	Building Improvements	8,500			8,500
	<b>Total 76100 - Regular Capital Outlay</b>	<b>8,500</b>	<b>-</b>	<b>-</b>	<b>8,500</b>
	<b>Total - Brainerd High School</b>	<b>964,216</b>	<b>31,499</b>	<b>(26,000)</b>	<b>969,715</b>
<b>Brown Middle School</b>					
141-1-222-0035-2-71100-572210-0000-0000-222	Regular Instruction Equipment	65,400		(65,000)	400
	<b>Total 71100 - Regular Instruction</b>	<b>65,400</b>	<b>-</b>	<b>(65,000)</b>	<b>400</b>
141-1-222-0035-2-71300-5116E0-0000-0000-222	CTE Teacher (1 FTE)	64,201			64,201
141-1-222-0035-2-71300-520110-0000-0000-222	Social Security	3,980			3,980
141-1-222-0035-2-71300-520410-0000-0000-222	State Retirement	4,373			4,373
141-1-222-0035-2-71300-520610-0000-0000-222	Life Insurance	38			38
141-1-222-0035-2-71300-520710-0000-0000-222	Health Insurance	9,926			9,926
141-1-222-0035-2-71300-520810-0000-0000-222	Dental Insurance	365			365
141-1-222-0035-2-71300-521010-0000-0000-222	Unemployment Compensation	17			17
141-1-222-0035-2-71300-521210-0000-0000-222	Medicare	931			931
141-1-222-0035-2-71300-521710-0000-0000-222	State Retirement Hybrid	1,284			1,284
141-1-222-0035-2-71300-529910-0000-0000-222	Long Term Disability	96			96
141-1-222-0035-2-71300-529930-0000-0000-222	Short Term Disability	115			115
141-1-222-0035-2-71300-547110-0000-0000-222	Software	-	3,000		3,000
141-1-222-0035-2-71300-573010-0000-0000-222	Equipment Vocational	-	72,000		72,000
	<b>Total 71300 - Vocational Education Instruction</b>	<b>85,326</b>	<b>75,000</b>	<b>-</b>	<b>160,326</b>
141-1-222-0035-2-72230-552410-0000-0000-222	In-Service/Staff Development	6,600			6,600
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>6,600</b>	<b>-</b>	<b>-</b>	<b>6,600</b>
141-1-222-0035-2-72250-579010-0000-BUDG-222	Other Equipment	257,248		(7,220)	250,028
	<b>Total 72250 - Education Technology</b>	<b>257,248</b>	<b>-</b>	<b>(7,220)</b>	<b>250,028</b>
141-1-222-0035-2-72710-531410-0000-0000-222	Contracts w/ Public Carriers	10,000			10,000
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>10,000</b>	<b>-</b>	<b>-</b>	<b>10,000</b>
141-1-222-0035-2-76100-570710-0000-0000-222	Building Improvements	50,000			50,000
	<b>Total 76100 - Regular Capital Outlay</b>	<b>50,000</b>	<b>-</b>	<b>-</b>	<b>50,000</b>
	<b>Total - Brown Middle School</b>	<b>474,574</b>	<b>75,000</b>	<b>(72,220)</b>	<b>477,354</b>
<b>Central High School</b>					
141-1-222-0040-3-71100-572210-0000-0000-222	Regular Instruction Equipment	11,648			11,648
	<b>Total 71100 - Regular Instruction</b>	<b>11,648</b>	<b>-</b>	<b>-</b>	<b>11,648</b>

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET			AMENDED BUDGET
		10/19/2023	INCREASE	DECREASE	11/9/2023
141-1-222-0040-3-71300-514090-0000-0000-222	Stipends - Other	11,163			11,163
141-1-222-0040-3-71300-520110-0000-0000-222	Social Security	692			692
141-1-222-0040-3-71300-520410-0000-0000-222	State Retirement	760			760
141-1-222-0040-3-71300-521210-0000-0000-222	Medicare	162			162
141-1-222-0040-3-71300-521710-0000-0000-222	State Retirement Hybrid	223			223
141-1-222-0040-3-71300-542910-0000-0000-222	Instructional Supplies & Materials	10,000		(10,000)	-
141-1-222-0040-3-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	10,000		10,000
141-1-222-0040-3-71300-547110-0000-0000-222	Software	-	10,300		10,300
141-1-222-0040-3-71300-549990-0000-0000-222	Other Supplies & Materials	6,000			6,000
141-1-222-0040-3-71300-559990-0000-0000-222	Other Charges	9,646			9,646
141-1-222-0040-3-71300-573010-0000-0000-222	Equipment Vocational	187,706			187,706
	<b>Total 71300 - Vocational Education Instruction</b>	<b>226,352</b>	<b>20,300</b>	<b>(10,000)</b>	<b>236,652</b>
141-1-222-0040-3-72230-552410-0000-0000-222	In-Service/Staff Development	7,000			7,000
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>7,000</b>	-	-	<b>7,000</b>
141-1-222-0040-3-72710-531410-0000-0000-222	Contracts w/ Public Carriers	-	5,000		5,000
	<b>Total 72710 - Contracts w/ Public Carriers</b>	-	<b>5,000</b>	-	<b>5,000</b>
141-1-222-0040-3-72250-579010-0000-BUDG-222	Other Equipment	645,397		(9,801)	635,596
	<b>Total 72250 - Education Technology</b>	<b>645,397</b>	-	<b>(9,801)</b>	<b>635,596</b>
141-1-222-0040-3-76100-539990-0000-0000-222	Other Contracted Services	10,000			10,000
141-1-222-0040-3-76100-570710-0000-0000-222	Building Improvements	90,000			90,000
	<b>Total 76100 - Regular Capital Outlay</b>	<b>100,000</b>	-	-	<b>100,000</b>
	<b>Total - Central High School</b>	<b>990,397</b>	<b>25,300</b>	<b>(19,801)</b>	<b>995,896</b>
<b>Normal Park Museum Magnet School</b>					
141-1-222-0041-4-71300-5116E0-0000-0000-222	CTE Teacher (1 FTE)	57,442			57,442
141-1-222-0041-4-71300-520110-0000-0000-222	Social Security	3,561			3,561
141-1-222-0041-4-71300-520410-0000-0000-222	State Retirement	3,912			3,912
141-1-222-0041-4-71300-520610-0000-0000-222	Life Insurance	38			38
141-1-222-0041-4-71300-520710-0000-0000-222	Health Insurance	9,926			9,926
141-1-222-0041-4-71300-520810-0000-0000-222	Dental Insurance	365			365
141-1-222-0041-4-71300-521010-0000-0000-222	Unemployment Compensation	17			17
141-1-222-0041-4-71300-521210-0000-0000-222	Medicare	833			833
141-1-222-0041-4-71300-521710-0000-0000-222	State Retirement Hybrid	1,149			1,149
141-1-222-0041-4-71300-529910-0000-0000-222	Long Term Disability	86			86
141-1-222-0041-4-71300-529930-0000-0000-222	Short Term Disability	103			103
141-1-222-0041-4-71300-542910-0000-0000-222	Instructional Supplies & Materials	1,000		(1,000)	-
141-1-222-0041-4-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	1,000		1,000
141-1-222-0041-4-71300-549990-0000-0000-222	Other Supplies & Materials	1,000			1,000
141-1-222-0041-4-71300-573010-0000-0000-222	Equipment Vocational	20,000			20,000
	<b>Total 71300 - Vocational Education Instruction</b>	<b>99,432</b>	<b>1,000</b>	<b>(1,000)</b>	<b>99,432</b>
141-1-222-0041-4-72250-579010-0000-BUDG-222	Other Equipment	328,541	2,780		331,321
	<b>Total 72250 - Education Technology</b>	<b>328,541</b>	<b>2,780</b>	-	<b>331,321</b>
141-1-222-0041-4-72710-531410-0000-0000-222	Contracts w/ Public Carriers	25,000			25,000
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>25,000</b>	-	-	<b>25,000</b>
141-1-222-0041-4-76100-570710-0000-0000-222	Building Improvements	25,000			25,000
	<b>Total 76100 - Regular Capital Outlay</b>	<b>25,000</b>	-	-	<b>25,000</b>
	<b>Total - Normal Park Museum Magnet School</b>	<b>477,973</b>	<b>3,780</b>	<b>(1,000)</b>	<b>480,753</b>
<b>Center for Creative Arts</b>					
141-1-222-0045-4-71100-514090-0000-0000-222	Stipends	4,368			4,368
141-1-222-0045-4-71100-520110-0000-0000-222	Social Security	271			271
141-1-222-0045-4-71100-521210-0000-0000-222	Medicare	63			63
141-1-222-0045-4-71100-521710-0000-0000-222	State Retirement Hybrid	50			50
141-1-222-0045-4-71100-549990-0000-0000-222	Other Supplies & Materials	10,000			10,000
	<b>Total 71100 - Regular Instruction</b>	<b>15,000</b>	-	-	<b>15,000</b>
141-1-222-0045-4-71300-539990-0000-0000-222	Other Contracted Services	81,071			81,071
141-1-222-0045-4-71300-542910-0000-0000-222	Instructional Supplies & Materials	5,000		(5,000)	-
141-1-222-0045-4-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	5,000		5,000
141-1-222-0045-4-71300-559990-0000-0000-222	Other Charges	10,000			10,000
141-1-222-0045-4-71300-573010-0000-0000-222	Vocational Instruction Equipment	115,000			115,000
	<b>Total 71300 - Vocational Education Instruction</b>	<b>211,071</b>	<b>5,000</b>	<b>(5,000)</b>	<b>211,071</b>
141-1-222-0045-4-72230-519610-0000-0000-222	Stipends	38,640			38,640
141-1-222-0045-4-72230-520110-0000-0000-222	Social Security	2,396			2,396
141-1-222-0045-4-72230-520410-0000-0000-222	State Retirement	2,631			2,631
141-1-222-0045-4-72230-521210-0000-0000-222	Medicare	560			560
141-1-222-0045-4-72230-521710-0000-0000-222	State Retirement Hybrid	773			773
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>45,000</b>	-	-	<b>45,000</b>

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET			AMENDED BUDGET
		10/19/2023	INCREASE	DECREASE	11/9/2023
141-1-222-0045-4-72250-579010-0000-BUDG-222	Other Equipment	479,780	5,499		485,279
	<b>Total 72250 - Education Technology</b>	<b>479,780</b>	<b>5,499</b>	<b>-</b>	<b>485,279</b>
141-1-222-0045-4-72710-531410-0000-0000-222	Contracts w/ Public Carriers	10,000			10,000
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>10,000</b>	<b>-</b>	<b>-</b>	<b>10,000</b>
141-1-222-0045-4-76100-570710-0000-0000-222	Building Improvements	108,488			108,488
	<b>Total 76100 - Regular Capital Outlay</b>	<b>108,488</b>	<b>-</b>	<b>-</b>	<b>108,488</b>
	<b>Total - Center for Creative Arts</b>	<b>869,339</b>	<b>10,499</b>	<b>(5,000)</b>	<b>874,838</b>
<b>Chattanooga School for Arts &amp; Sciences</b>					
141-1-222-0046-4-71100-547110-0000-0000-222	Software	7,500			7,500
	<b>Total 71100 - Regular Instruction</b>	<b>7,500</b>	<b>-</b>	<b>-</b>	<b>7,500</b>
141-1-222-0046-4-71300-5116E0-0000-0000-222	CTE Teacher (1 FTE)	59,809			59,809
141-1-222-0046-4-71300-520110-0000-0000-222	Social Security	3,708			3,708
141-1-222-0046-4-71300-520410-0000-0000-222	State Retirement	3,573			3,573
141-1-222-0046-4-71300-520610-0000-0000-222	Life Insurance	38			38
141-1-222-0046-4-71300-520710-0000-0000-222	Health Insurance	9,926			9,926
141-1-222-0046-4-71300-520810-0000-0000-222	Dental Insurance	365			365
141-1-222-0046-4-71300-521010-0000-0000-222	Unemployment Compensation	17			17
141-1-222-0046-4-71300-521210-0000-0000-222	Medicare	867			867
141-1-222-0046-4-71300-521710-0000-0000-222	State Retirement Hybrid	500			500
141-1-222-0046-4-71300-529910-0000-0000-222	Long Term Disability	90			90
141-1-222-0046-4-71300-529930-0000-0000-222	Short Term Disability	107			107
141-1-222-0046-4-71300-542910-0000-0000-222	Instructional Supplies & Materials	10,000		(10,000)	-
141-1-222-0046-4-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	10,000		10,000
141-1-222-0046-4-71300-549990-0000-0000-222	Other Supplies & Materials	9,410			9,410
141-1-222-0046-4-71300-573010-0000-0000-222	Equipment Vocational	249,180			249,180
	<b>Total 71300 - Vocational Education Instruction</b>	<b>347,590</b>	<b>10,000</b>	<b>(10,000)</b>	<b>347,590</b>
141-1-222-0046-4-72230-552410-0000-0000-222	In-Service/Staff Development	2,500			2,500
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>2,500</b>	<b>-</b>	<b>-</b>	<b>2,500</b>
141-1-222-0046-4-72250-579010-0000-BUDG-222	Other Equipment	527,160	5,499		532,659
	<b>Total 72250 - Education Technology</b>	<b>527,160</b>	<b>5,499</b>	<b>-</b>	<b>532,659</b>
141-1-222-0046-4-76100-570710-0000-0000-222	Building Improvements	100,000			100,000
	<b>Total 76100 - Regular Capital Outlay</b>	<b>100,000</b>	<b>-</b>	<b>-</b>	<b>100,000</b>
	<b>Total - Chattanooga School for Arts &amp; Sciences</b>	<b>984,750</b>	<b>15,499</b>	<b>(10,000)</b>	<b>990,249</b>
<b>Dalewood Middle School</b>					
141-1-222-0055-2-71100-572210-0000-0000-222	Regular Instruction Equipment	92,200			92,200
	<b>Total 71100 - Regular Instruction</b>	<b>92,200</b>	<b>-</b>	<b>-</b>	<b>92,200</b>
141-1-222-0055-2-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	10,000		10,000
141-1-222-0055-2-71300-549990-0000-0000-222	Other Supplies & Materials	29,800		(10,000)	19,800
	<b>Total 71300 - Vocational Education Instruction</b>	<b>29,800</b>	<b>10,000</b>	<b>(10,000)</b>	<b>29,800</b>
141-1-222-0055-2-72230-533610-0000-0000-222	Maintenance & Repairs - Equipment	3,000			3,000
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>3,000</b>	<b>-</b>	<b>-</b>	<b>3,000</b>
141-1-222-0055-2-72250-579010-0000-BUDG-222	Other Equipment	247,103	2,780		249,883
	<b>Total 72250 - Education Technology</b>	<b>247,103</b>	<b>2,780</b>	<b>-</b>	<b>249,883</b>
141-1-222-0055-2-76100-570710-0000-0000-222	Building Improvements	50,000			50,000
	<b>Total 76100 - Regular Capital Outlay</b>	<b>50,000</b>	<b>-</b>	<b>-</b>	<b>50,000</b>
	<b>Total - Dalewood Middle School</b>	<b>422,103</b>	<b>12,780</b>	<b>(10,000)</b>	<b>424,883</b>
<b>East Hamilton High School</b>					
141-1-222-0059-3-71100-542910-0000-0000-222	Instructional Supplies & Materials	10,000		(5,000)	5,000
141-1-222-0059-3-71100-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	5,000		5,000
	<b>Total 71100 - Regular Instruction</b>	<b>10,000</b>	<b>5,000</b>	<b>(5,000)</b>	<b>10,000</b>
141-1-222-0059-3-71300-547110-0000-0000-222	Software	-	400		400
141-1-222-0059-3-71300-549990-0000-0000-222	Other Supplies & Materials	4,700	40,300		45,000
141-1-222-0059-3-71300-573010-0000-0000-222	Equipment Vocational	81,500	160,000		241,500
	<b>Total 71300 - Vocational Education Instruction</b>	<b>86,200</b>	<b>200,700</b>	<b>-</b>	<b>286,900</b>
141-1-222-0059-3-72230-539990-0000-0000-222	Other Contracted Services	20,000			20,000
141-1-222-0059-3-72230-552410-0000-0000-222	In-Service/Staff Development	23,800			23,800
141-1-222-0059-3-72230-579010-0000-0000-222	Other Equipment	110,000		(110,000)	-
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>153,800</b>	<b>-</b>	<b>(110,000)</b>	<b>43,800</b>
141-1-222-0059-3-72250-579010-0000-BUDG-222	Other Equipment	677,435		(85,201)	592,234
	<b>Total 72250 - Education Technology</b>	<b>677,435</b>	<b>-</b>	<b>(85,201)</b>	<b>592,234</b>

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET			AMENDED BUDGET
		10/19/2023	INCREASE	DECREASE	11/9/2023
141-1-222-0059-3-72710-572910-0000-0000-222	Transportation Equipment	10,000			10,000
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>10,000</b>	<b>-</b>	<b>-</b>	<b>10,000</b>
141-1-222-0059-3-76100-570710-0000-0000-222	Building Improvements	25,540			25,540
	<b>Total 76100 - Regular Capital Outlay</b>	<b>25,540</b>	<b>-</b>	<b>-</b>	<b>25,540</b>
	<b>Total - East Hamilton High School</b>	<b>962,975</b>	<b>205,700</b>	<b>(200,201)</b>	<b>968,474</b>
<b>East Hamilton Middle School</b>					
141-1-222-0060-2-71100-572210-0000-0000-222	Regular Instruction Equipment	102,707			102,707
	<b>Total 71100 - Regular Instruction</b>	<b>102,707</b>	<b>-</b>	<b>-</b>	<b>102,707</b>
141-1-222-0060-2-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	1,000		1,000
141-1-222-0060-2-71300-549990-0000-0000-222	Other Supplies & Materials	5,740		(1,000)	4,740
141-1-222-0060-2-71300-573010-0000-0000-222	Equipment Vocational	8,000			8,000
	<b>Total 71300 - Vocational Education Instruction</b>	<b>13,740</b>	<b>1,000</b>	<b>(1,000)</b>	<b>13,740</b>
141-1-222-0060-2-72210-552410-0000-0000-222	In-Service/Staff Development	12,550			12,550
	<b>Total 72210 - Regular Instructional Support</b>	<b>12,550</b>	<b>-</b>	<b>-</b>	<b>12,550</b>
141-1-222-0060-2-72230-519610-0000-0000-222	Stipends	11,532			11,532
141-1-222-0060-2-72230-520110-0000-0000-222	Social Security	715			715
141-1-222-0060-2-72230-520410-0000-0000-222	State Retirement	635			635
141-1-222-0060-2-72230-521210-0000-0000-222	Medicare	167			167
141-1-222-0060-2-72230-521710-0000-0000-222	State Retirement Hybrid	150			150
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>13,199</b>	<b>-</b>	<b>-</b>	<b>13,199</b>
141-1-222-0060-2-72250-579010-0000-BUDG-222	Other Equipment	353,750	2,780		356,530
	<b>Total 72250 - Education Technology</b>	<b>353,750</b>	<b>2,780</b>	<b>-</b>	<b>356,530</b>
	<b>Total - East Hamilton Middle School</b>	<b>495,946</b>	<b>3,780</b>	<b>(1,000)</b>	<b>498,726</b>
<b>East Lake Academy</b>					
141-1-222-0064-2-71100-542910-0000-0000-222	Instructional Supplies & Materials	5,000		(5,000)	-
	<b>Total 71100 - Regular Instruction</b>	<b>5,000</b>	<b>-</b>	<b>(5,000)</b>	<b>-</b>
141-1-222-0064-2-71300-542910-0000-0000-222	Instructional Supplies & Materials	10,000		(5,000)	5,000
141-1-222-0064-2-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	10,000		10,000
141-1-222-0064-2-71300-549990-0000-0000-222	Other Supplies & Materials	10,000		(10,000)	-
141-1-222-0064-2-71300-559990-0000-0000-222	Other Charges	-	10,000		10,000
141-1-222-0064-2-71300-573010-0000-0000-222	Equipment Vocational	200,255			200,255
	<b>Total 71300 - Vocational Education Instruction</b>	<b>220,255</b>	<b>20,000</b>	<b>(15,000)</b>	<b>225,255</b>
141-1-222-0064-2-72230-519610-0000-0000-222	Stipends	8,736			8,736
141-1-222-0064-2-72230-520110-0000-0000-222	Social Security	542			542
141-1-222-0064-2-72230-520410-0000-0000-222	State Retirement	445			445
141-1-222-0064-2-72230-521210-0000-0000-222	Medicare	127			127
141-1-222-0064-2-72230-521710-0000-0000-222	State Retirement Hybrid	150			150
141-1-222-0064-2-72230-552410-0000-0000-222	In-Service/Staff Development	10,000			10,000
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>20,000</b>	<b>-</b>	<b>-</b>	<b>20,000</b>
141-1-222-0064-2-72250-579010-0000-BUDG-222	Other Equipment	194,712		(18,475)	176,237
	<b>Total 72250 - Education Technology</b>	<b>194,712</b>	<b>-</b>	<b>(18,475)</b>	<b>176,237</b>
141-1-222-0064-2-72710-531410-0000-0000-222	Contracts w/ Public Carriers	10,000			10,000
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>10,000</b>	<b>-</b>	<b>-</b>	<b>10,000</b>
141-1-222-0064-2-76100-570710-0000-0000-222	Building Improvements	10,000	21,255		31,255
	<b>Total 76100 - Regular Capital Outlay</b>	<b>10,000</b>	<b>21,255</b>	<b>-</b>	<b>31,255</b>
	<b>Total - East Lake Academy</b>	<b>459,967</b>	<b>41,255</b>	<b>(38,475)</b>	<b>462,747</b>
<b>East Ridge High School</b>					
141-1-222-0070-3-71100-572210-0000-0000-222	Regular Instruction Equipment	66,600			66,600
	<b>Total 71100 - Regular Instruction</b>	<b>66,600</b>	<b>-</b>	<b>-</b>	<b>66,600</b>
141-1-222-0070-3-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	1,000		1,000
141-1-222-0070-3-71300-547110-0000-0000-222	Software	660			660
141-1-222-0070-3-71300-549990-0000-0000-222	Other Supplies & Materials	5,000			5,000
141-1-222-0070-3-71300-573010-0000-0000-222	Equipment Vocational	165,740			165,740
	<b>Total 71300 - Vocational Education Instruction</b>	<b>171,400</b>	<b>1,000</b>	<b>-</b>	<b>172,400</b>
141-1-222-0070-3-72230-552410-0000-0000-222	In-Service/Staff Development	20,000			20,000
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>20,000</b>	<b>-</b>	<b>-</b>	<b>20,000</b>
141-1-222-0070-3-72250-579010-0000-BUDG-222	Other Equipment	684,804	4,499		689,303
	<b>Total 72250 - Education Technology</b>	<b>684,804</b>	<b>4,499</b>	<b>-</b>	<b>689,303</b>

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET		AMENDED BUDGET	
		10/19/2023	INCREASE	DECREASE	11/9/2023
141-1-222-0070-3-72710-531410-0000-0000-222	Contracts w/ Public Carriers	12,000			12,000
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>12,000</b>	<b>-</b>	<b>-</b>	<b>12,000</b>
	<b>Total - East Ridge High School</b>	<b>954,804</b>	<b>5,499</b>	<b>-</b>	<b>960,303</b>
<b>East Ridge Middle School</b>					
141-1-222-0075-2-71300-514090-0000-0000-222	Stipends	3,435			3,435
141-1-222-0075-2-71300-520110-0000-0000-222	Social Security	212			212
141-1-222-0075-2-71300-520410-0000-0000-222	State Retirement	234			234
141-1-222-0075-2-71300-521210-0000-0000-222	Medicare	50			50
141-1-222-0075-2-71300-521710-0000-0000-222	State Retirement Hybrid	69			69
141-1-222-0075-2-71300-547110-0000-0000-222	Software	5,500			5,500
141-1-222-0075-2-71300-549990-0000-0000-222	Other Supplies & Materials	4,500		(1,000)	3,500
141-1-222-0075-2-71300-559990-0000-0000-222	Other Charges	-	1,000		1,000
141-1-222-0075-2-71300-573010-0000-0000-222	Equipment Vocational	105,000			105,000
	<b>Total 71300 - Vocational Education Instruction</b>	<b>119,000</b>	<b>1,000</b>	<b>(1,000)</b>	<b>119,000</b>
141-1-222-0075-2-72230-519610-0000-0000-222	Stipends	3,005			3,005
141-1-222-0075-2-72230-520110-0000-0000-222	Social Security	186			186
141-1-222-0075-2-72230-520410-0000-0000-222	State Retirement	205			205
141-1-222-0075-2-72230-521210-0000-0000-222	Medicare	44			44
141-1-222-0075-2-72230-521710-0000-0000-222	State Retirement Hybrid	60			60
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>3,500</b>	<b>-</b>	<b>-</b>	<b>3,500</b>
141-1-222-0075-2-72250-579010-0000-BUDG-222	Other Equipment	353,146	2,780		355,926
	<b>Total 72250 - Education Technology</b>	<b>353,146</b>	<b>2,780</b>	<b>-</b>	<b>355,926</b>
141-1-222-0075-2-72710-531410-0000-0000-222	Contracts w/ Public Carriers	2,500			2,500
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>2,500</b>	<b>-</b>	<b>-</b>	<b>2,500</b>
141-1-222-0075-2-76100-570710-0000-0000-222	Building Improvements	15,000			15,000
	<b>Total 76100 - Regular Capital Outlay</b>	<b>15,000</b>	<b>-</b>	<b>-</b>	<b>15,000</b>
	<b>Total - East Ridge Middle School</b>	<b>493,146</b>	<b>3,780</b>	<b>(1,000)</b>	<b>495,926</b>
<b>Hamilton County Collegiate High</b>					
141-1-222-0086-3-71100-535610-0000-0000-222	Tuition	68,000			68,000
141-1-222-0086-3-71100-572210-0000-0000-222	Regular Instruction Equipment	101,000			101,000
	<b>Total 71100 - Regular Instruction</b>	<b>169,000</b>	<b>-</b>	<b>-</b>	<b>169,000</b>
141-1-222-0086-3-72230-510530-0000-0000-222	Coordinator (1 FTE)	86,587			86,587
141-1-222-0086-3-72230-520110-0000-0000-222	Social Security	5,368			5,368
141-1-222-0086-3-72230-520410-0000-0000-222	State Retirement	5,897			5,897
141-1-222-0086-3-72230-520610-0000-0000-222	Life Insurance	38			38
141-1-222-0086-3-72230-520710-0000-0000-222	Health Insurance	9,926			9,926
141-1-222-0086-3-72230-520810-0000-0000-222	Dental Insurance	365			365
141-1-222-0086-3-72230-521010-0000-0000-222	Unemployment Compensation	17			17
141-1-222-0086-3-72230-521210-0000-0000-222	Medicare	1,256			1,256
141-1-222-0086-3-72230-521710-0000-0000-222	State Retirement Hybrid	1,732			1,732
141-1-222-0086-3-72230-529910-0000-0000-222	Long Term Disability	130			130
141-1-222-0086-3-72230-529930-0000-0000-222	Short Term Disability	155			155
141-1-222-0086-3-72230-539910-0000-0000-222	Copier Maintenance	50,000		(50,000)	-
141-1-222-0086-3-72230-539910-0000-0000-222	Other Contracted Services	-	50,000		50,000
141-1-222-0086-3-72230-552410-0000-0000-222	In-Service/Staff Development	20,000			20,000
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>181,471</b>	<b>50,000</b>	<b>(50,000)</b>	<b>181,471</b>
141-1-222-0086-3-72250-579010-0000-BUDG-222	Other Equipment	638,508	5,499		644,007
	<b>Total 72250 - Education Technology</b>	<b>638,508</b>	<b>5,499</b>	<b>-</b>	<b>644,007</b>
141-1-222-0086-3-72710-531410-0000-0000-222	Contracts w/ Public Carriers	3,000			3,000
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>3,000</b>	<b>-</b>	<b>-</b>	<b>3,000</b>
	<b>Total - Hamilton County Collegiate High</b>	<b>991,979</b>	<b>55,499</b>	<b>(50,000)</b>	<b>997,478</b>
<b>Howard Connect Academy</b>					
141-1-222-0098-2-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	2,000		2,000
141-1-222-0098-2-71300-549990-0000-0000-222	Other Supplies & Materials	22,000		(2,000)	20,000
141-1-222-0098-2-71300-573010-0000-0000-222	Equipment Vocational	100,000			100,000
	<b>Total 71300 - Vocational Education Instruction</b>	<b>122,000</b>	<b>2,000</b>	<b>(2,000)</b>	<b>122,000</b>
141-1-222-0098-2-72130-549990-0000-0000-222	Other Supplies & Materials	3,000			3,000
	<b>Total 72130 - Other Student Support</b>	<b>3,000</b>	<b>-</b>	<b>-</b>	<b>3,000</b>
141-1-222-0098-2-72250-579010-0000-BUDG-222	Other Equipment	345,946	2,780		348,726
	<b>Total 72250 - Education Technology</b>	<b>345,946</b>	<b>2,780</b>	<b>-</b>	<b>348,726</b>
141-1-222-0098-2-76100-570710-0000-0000-222	Building Improvements	25,000			25,000
	<b>Total 76100 - Regular Capital Outlay</b>	<b>25,000</b>	<b>-</b>	<b>-</b>	<b>25,000</b>
	<b>Total - Howard Connect Academy</b>	<b>495,946</b>	<b>4,780</b>	<b>(2,000)</b>	<b>498,726</b>

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET			AMENDED BUDGET
		10/19/2023	INCREASE	DECREASE	11/9/2023
<b>Hunter Middle School</b>					
141-1-222-0100-2-71100-514090-0000-0000-222	Stipends	8,737			8,737
141-1-222-0100-2-71100-520110-0000-0000-222	Social Security	542			542
141-1-222-0100-2-71100-520410-0000-0000-222	State Retirement	520			520
141-1-222-0100-2-71100-521210-0000-0000-222	Medicare	126			126
141-1-222-0100-2-71100-521710-0000-0000-222	State Retirement Hybrid	75			75
141-1-222-0100-2-71100-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	5,000		5,000
141-1-222-0100-2-71100-547110-0000-0000-222	Software	3,000	2,500		5,500
141-1-222-0100-2-71100-549990-0000-0000-222	Other Supplies & Materials	7,500		(7,500)	-
	<b>Total 71100 - Regular Instruction</b>	<b>150,105</b>	<b>7,500</b>	<b>(7,500)</b>	<b>150,105</b>
141-1-222-0100-2-71300-542910-0000-0000-222	Instructional Supplies & Materials	10,000		(10,000)	-
141-1-222-0100-2-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	8,000		8,000
141-1-222-0100-2-71300-549990-0000-0000-222	Other Supplies & Materials	-	2,000		2,000
141-1-222-0100-2-71300-559990-0000-0000-222	Other Charges	2,000			2,000
141-1-222-0100-2-71300-573010-0000-0000-222	Equipment Vocational	30,000			30,000
	<b>Total 71300 - Vocational Education Instruction</b>	<b>42,000</b>	<b>10,000</b>	<b>(10,000)</b>	<b>42,000</b>
141-1-222-0100-2-72210-552410-0000-0000-222	In-Service/Staff Development	2,500			2,500
	<b>Total 72210 - Regular Instructional Support</b>	<b>2,500</b>	-	-	<b>2,500</b>
141-1-222-0100-2-72230-519610-0000-0000-222	Stipends	8,737			8,737
141-1-222-0100-2-72230-520110-0000-0000-222	Social Security	542			542
141-1-222-0100-2-72230-520410-0000-0000-222	State Retirement	520			520
141-1-222-0100-2-72230-521210-0000-0000-222	Medicare	126			126
141-1-222-0100-2-72230-521710-0000-0000-222	State Retirement Hybrid	75			75
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>10,000</b>	-	-	<b>10,000</b>
141-1-222-0100-2-72250-579010-0000-BUDG-222	Other Equipment	196,341	2,780		199,121
	<b>Total 72250 - Education Technology</b>	<b>196,341</b>	<b>2,780</b>	-	<b>199,121</b>
141-1-222-0100-2-72710-531410-0000-0000-222	Contracts w/ Public Carriers	10,000			10,000
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>10,000</b>	-	-	<b>10,000</b>
141-1-222-0100-2-76100-570710-0000-0000-222	Building Improvements	85,000			85,000
	<b>Total 76100 - Regular Capital Outlay</b>	<b>85,000</b>	-	-	<b>85,000</b>
	<b>Total - Hunter Middle School</b>	<b>495,946</b>	<b>20,280</b>	<b>(17,500)</b>	<b>498,726</b>
<b>Loftis Middle School</b>					
141-1-222-0120-2-71100-547110-0000-0000-222	Software	7,000		(7,000)	-
141-1-222-0120-2-71100-549990-0000-0000-222	Other Supplies & Materials	9,000		(9,000)	-
141-1-222-0120-2-71100-572210-0000-0000-222	Regular Instruction Equipment	47,000		(27,000)	20,000
	<b>Total 71100 - Regular Instruction</b>	<b>63,000</b>	-	<b>(43,000)</b>	<b>20,000</b>
141-1-222-0120-2-71300-5116E0-0000-0000-222	CTE Teacher (1 FTE)	64,201			64,201
141-1-222-0120-2-71300-520110-0000-0000-222	Social Security	3,980			3,980
141-1-222-0120-2-71300-520410-0000-0000-222	State Retirement	4,373			4,373
141-1-222-0120-2-71300-520610-0000-0000-222	Life Insurance	38			38
141-1-222-0120-2-71300-520710-0000-0000-222	Health Insurance	9,926			9,926
141-1-222-0120-2-71300-520810-0000-0000-222	Dental Insurance	365			365
141-1-222-0120-2-71300-521010-0000-0000-222	Unemployment Compensation	17			17
141-1-222-0120-2-71300-521210-0000-0000-222	Medicare	931			931
141-1-222-0120-2-71300-529910-0000-0000-222	Long Term Disability	96			96
141-1-222-0120-2-71300-529930-0000-0000-222	Short Term Disability	115			115
141-1-222-0120-2-71300-542910-0000-0000-222	Instructional Supplies & Materials	8,000		(8,000)	-
141-1-222-0120-2-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	8,000		8,000
141-1-222-0120-2-71300-547110-0000-0000-222	Software	-	7,000		7,000
141-1-222-0120-2-71300-549990-0000-0000-222	Other Supplies & Materials	-	9,000		9,000
141-1-222-0120-2-71300-559990-0000-0000-222	Other Charges	7,500			7,500
141-1-222-0120-2-71300-573010-0000-0000-222	Equipment Vocational	-	27,000		27,000
	<b>Total 71300 - Vocational Education Instruction</b>	<b>100,826</b>	<b>51,000</b>	<b>(8,000)</b>	<b>143,826</b>
141-1-222-0120-2-72210-552410-0000-0000-222	In-Service/Staff Development	3,000			3,000
	<b>Total 72210 - Regular Instructional Support</b>	<b>3,000</b>	-	-	<b>3,000</b>
141-1-222-0120-2-72230-519610-0000-0000-222	Stipends	6,115			6,115
141-1-222-0120-2-72230-520110-0000-0000-222	Social Security	380			380
141-1-222-0120-2-72230-520410-0000-0000-222	State Retirement	366			366
141-1-222-0120-2-72230-521210-0000-0000-222	Medicare	89			89
141-1-222-0120-2-72230-521710-0000-0000-222	State Retirement Hybrid	50			50
141-1-222-0120-2-72230-552410-0000-0000-222	In-Service/Staff Development	5,500			5,500
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>12,500</b>	-	-	<b>12,500</b>
141-1-222-0120-2-72250-579010-0000-BUDG-222	Other Equipment	240,620	2,780		243,400
	<b>Total 72250 - Education Technology</b>	<b>240,620</b>	<b>2,780</b>	-	<b>243,400</b>

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET		AMENDED BUDGET	
		10/19/2023	INCREASE	DECREASE	11/9/2023
141-1-222-0120-2-72710-531410-0000-0000-222	Contracts w/ Public Carriers	6,000			6,000
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>6,000</b>	<b>-</b>	<b>-</b>	<b>6,000</b>
141-1-222-0120-2-76100-570710-0000-0000-222	Building Improvements	70,000			70,000
	<b>Total 76100 - Regular Capital Outlay</b>	<b>70,000</b>	<b>-</b>	<b>-</b>	<b>70,000</b>
	<b>Total - Loftis Middle School</b>	<b>495,946</b>	<b>53,780</b>	<b>(51,000)</b>	<b>498,726</b>
<b>Hixson High School</b>					
141-1-222-0128-3-71100-535610-0000-0000-222	Tuition	6,700			6,700
	<b>Total 71100 - Regular Instruction</b>	<b>6,700</b>	<b>-</b>	<b>-</b>	<b>6,700</b>
141-1-222-0128-3-71300-5116E0-0000-0000-222	CTE Teacher (1 FTE)	53,641			53,641
141-1-222-0128-3-71300-520110-0000-0000-222	Social Security	3,326			3,326
141-1-222-0128-3-71300-520410-0000-0000-222	State Retirement	3,653			3,653
141-1-222-0128-3-71300-520610-0000-0000-222	Life Insurance	38			38
141-1-222-0128-3-71300-520710-0000-0000-222	Health Insurance	9,926			9,926
141-1-222-0128-3-71300-520810-0000-0000-222	Dental Insurance	365			365
141-1-222-0128-3-71300-521010-0000-0000-222	Unemployment Compensation	17			17
141-1-222-0128-3-71300-521210-0000-0000-222	Medicare	778			778
141-1-222-0128-3-71300-521710-0000-0000-222	State Retirement Hybrid	1,073			1,073
141-1-222-0128-3-71300-529910-0000-0000-222	Long Term Disability	80			80
141-1-222-0128-3-71300-529930-0000-0000-222	Short Term Disability	96			96
141-1-222-0128-3-71300-547110-0000-0000-222	Software	5,000			5,000
141-1-222-0128-3-71300-549990-0000-0000-222	Other Supplies & Materials	14,700			14,700
141-1-222-0128-3-71300-559990-0000-0000-222	Other Charges	7,500			7,500
141-1-222-0128-3-71300-573010-0000-0000-222	Equipment Vocational	192,200			192,200
	<b>Total 71300 - Vocational Education Instruction</b>	<b>292,393</b>	<b>-</b>	<b>-</b>	<b>292,393</b>
141-1-222-0128-3-72210-552410-0000-0000-222	In-Service/Staff Development	4,000			4,000
	<b>Total 72210 - Regular Instructional Support</b>	<b>4,000</b>	<b>-</b>	<b>-</b>	<b>4,000</b>
141-1-222-0128-3-72250-579010-0000-BUDG-222	Other Equipment	395,209	5,499		400,708
	<b>Total 72250 - Education Technology</b>	<b>395,209</b>	<b>5,499</b>	<b>-</b>	<b>400,708</b>
141-1-222-0128-3-72710-531410-0000-0000-222	Contracts w/ Public Carriers	7,500			7,500
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>7,500</b>	<b>-</b>	<b>-</b>	<b>7,500</b>
141-1-222-0128-3-76100-570710-0000-0000-222	Building Improvements	63,000			63,000
	<b>Total 76100 - Regular Capital Outlay</b>	<b>63,000</b>	<b>-</b>	<b>-</b>	<b>63,000</b>
	<b>Total - Hixson High School</b>	<b>768,802</b>	<b>5,499</b>	<b>-</b>	<b>774,301</b>
<b>Hixson Middle School</b>					
141-1-222-0129-2-71100-514090-0000-0000-222	Stipends	17,191			17,191
141-1-222-0129-2-71100-520110-0000-0000-222	Social Security	1,066			1,066
141-1-222-0129-2-71100-520410-0000-0000-222	State Retirement	1,294			1,294
141-1-222-0129-2-71100-521210-0000-0000-222	Medicare	249			249
141-1-222-0129-2-71100-521710-0000-0000-222	State Retirement Hybrid	200			200
141-1-222-0129-2-71100-547110-0000-0000-222	Software	7,000			7,000
141-1-222-0129-2-71100-572210-0000-0000-222	Regular Instruction Equipment	20,000			20,000
	<b>Total 71100 - Regular Instruction</b>	<b>47,000</b>	<b>-</b>	<b>-</b>	<b>47,000</b>
141-1-222-0129-2-71300-5116E0-0000-0000-222	CTE Teacher (1 FTE)	61,244			61,244
141-1-222-0129-2-71300-520110-0000-0000-222	Social Security	3,797			3,797
141-1-222-0129-2-71300-520410-0000-0000-222	State Retirement	4,171			4,171
141-1-222-0129-2-71300-520610-0000-0000-222	Life Insurance	38			38
141-1-222-0129-2-71300-520710-0000-0000-222	Health Insurance	9,926			9,926
141-1-222-0129-2-71300-520810-0000-0000-222	Dental Insurance	365			365
141-1-222-0129-2-71300-521010-0000-0000-222	Unemployment Compensation	17			17
141-1-222-0129-2-71300-521210-0000-0000-222	Medicare	888			888
141-1-222-0129-2-71300-521710-0000-0000-222	State Retirement Hybrid	1,225			1,225
141-1-222-0129-2-71300-529910-0000-0000-222	Long Term Disability	92			92
141-1-222-0129-2-71300-529930-0000-0000-222	Short Term Disability	110			110
141-1-222-0129-2-71300-573010-0000-0000-222	Equipment Vocational	45,000			45,000
	<b>Total 71300 - Vocational Education Instruction</b>	<b>126,873</b>	<b>-</b>	<b>-</b>	<b>126,873</b>
141-1-222-0129-2-72250-579010-0000-BUDG-222	Other Equipment	288,073	2,780		290,853
	<b>Total 72250 - Education Technology</b>	<b>288,073</b>	<b>2,780</b>	<b>-</b>	<b>290,853</b>
141-1-222-0129-2-76100-570710-0000-0000-222	Building Improvements	34,000			34,000
	<b>Total 76100 - Regular Capital Outlay</b>	<b>34,000</b>	<b>-</b>	<b>-</b>	<b>34,000</b>
	<b>Total - Hixson Middle School</b>	<b>495,946</b>	<b>2,780</b>	<b>-</b>	<b>498,726</b>
<b>The Howard School</b>					
141-1-222-0137-3-71100-572210-0000-0000-222	Regular Instruction Equipment	110,000	10,000		120,000
	<b>Total 71100 - Regular Instruction</b>	<b>110,000</b>	<b>10,000</b>	<b>-</b>	<b>120,000</b>

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET			AMENDED BUDGET
		10/19/2023	INCREASE	DECREASE	11/9/2023
141-1-222-0137-3-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	10,000		10,000
141-1-222-0137-3-71300-549990-0000-0000-222	Other Supplies & Materials	40,000		(10,000)	30,000
141-1-222-0137-3-71300-573010-0000-0000-222	Equipment Vocational	170,000			170,000
	<b>Total 71300 - Vocational Education Instruction</b>	<b>210,000</b>	<b>10,000</b>	<b>(10,000)</b>	<b>210,000</b>
141-1-222-0137-3-72250-579010-0000-BUDG-222	Other Equipment	600,194		(6,501)	593,693
	<b>Total 72250 - Education Technology</b>	<b>600,194</b>	<b>-</b>	<b>(6,501)</b>	<b>593,693</b>
141-1-222-0137-3-72710-531410-0000-0000-222	Contracts w/ Public Carriers	8,000	2,000		10,000
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>8,000</b>	<b>2,000</b>	<b>-</b>	<b>10,000</b>
141-1-222-0137-3-76100-570710-0000-0000-222	Building Improvements	40,000			40,000
	<b>Total 76100 - Regular Capital Outlay</b>	<b>40,000</b>	<b>-</b>	<b>-</b>	<b>40,000</b>
	<b>Total -The Howard School</b>	<b>968,194</b>	<b>22,000</b>	<b>(16,501)</b>	<b>973,693</b>
<b>Ooltewah Middle School</b>					
141-1-222-0157-2-71100-542910-0000-0000-222	Instructional Supplies & Materials	3,750		(3,750)	-
141-1-222-0157-2-71100-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	3,750		3,750
	<b>Total 71100 - Regular Instruction</b>	<b>3,750</b>	<b>3,750</b>	<b>(3,750)</b>	<b>3,750</b>
141-1-222-0157-2-71300-5116E0-0000-0000-222	CTE Teacher (1 FTE)	67,581			67,581
141-1-222-0157-2-71300-520110-0000-0000-222	Social Security	4,190			4,190
141-1-222-0157-2-71300-520410-0000-0000-222	State Retirement	4,602			4,602
141-1-222-0157-2-71300-520610-0000-0000-222	Life Insurance	38			38
141-1-222-0157-2-71300-520710-0000-0000-222	Health Insurance	9,926			9,926
141-1-222-0157-2-71300-520810-0000-0000-222	Dental Insurance	365			365
141-1-222-0157-2-71300-521010-0000-0000-222	Unemployment Compensation	17			17
141-1-222-0157-2-71300-521210-0000-0000-222	Medicare	980			980
141-1-222-0157-2-71300-521710-0000-0000-222	State Retirement Hybrid	1,352			1,352
141-1-222-0157-2-71300-529910-0000-0000-222	Long Term Disability	101			101
141-1-222-0157-2-71300-529930-0000-0000-222	Short Term Disability	121			121
141-1-222-0157-2-71300-539990-0000-0000-222	Other Contracted Services	7,500			7,500
141-1-222-0157-2-71300-542910-0000-0000-222	Instructional Supplies & Materials	14,058		(9,058)	5,000
141-1-222-0157-2-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	15,000		15,000
141-1-222-0157-2-71300-549990-0000-0000-222	Other Supplies & Materials	4,500			4,500
141-1-222-0157-2-71300-573010-0000-0000-222	Equipment Vocational	65,792			65,792
	<b>Total 71300 - Vocational Education Instruction</b>	<b>181,123</b>	<b>15,000</b>	<b>(9,058)</b>	<b>187,065</b>
141-1-222-0157-2-72230-552410-0000-0000-222	In-Service/Staff Development	400			400
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>400</b>	<b>-</b>	<b>-</b>	<b>400</b>
141-1-222-0157-2-72250-579010-0000-BUDG-222	Other Equipment	282,013		(3,162)	278,851
	<b>Total 72250 - Education Technology</b>	<b>282,013</b>	<b>-</b>	<b>(3,162)</b>	<b>278,851</b>
141-1-222-0157-2-72710-531410-0000-0000-222	Contracts w/ Public Carriers	5,000			5,000
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>5,000</b>	<b>-</b>	<b>-</b>	<b>5,000</b>
141-1-222-0157-2-76100-570710-0000-0000-222	Building Improvements	20,000			20,000
	<b>Total 76100 - Regular Capital Outlay</b>	<b>20,000</b>	<b>-</b>	<b>-</b>	<b>20,000</b>
	<b>Total - Ooltewah Middle School</b>	<b>492,286</b>	<b>18,750</b>	<b>(15,970)</b>	<b>495,066</b>
<b>Ooltewah High School</b>					
141-1-222-0160-3-71300-535610-0000-0000-222	Tuition	3,000			3,000
141-1-222-0160-3-71300-542910-0000-0000-222	Instructional Supplies & Materials	11,700		(7,700)	4,000
141-1-222-0160-3-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	11,700		11,700
141-1-222-0160-3-71300-547110-0000-0000-222	Software	50,000		(49,000)	1,000
141-1-222-0160-3-71300-549990-0000-0000-222	Other Supplies & Materials	62,000			62,000
141-1-222-0160-3-71300-559990-0000-0000-222	Other Charges	15,000			15,000
141-1-222-0160-3-71300-573010-0000-0000-222	Equipment Vocational	198,842	49,000		247,842
	<b>Total 71300 - Vocational Education Instruction</b>	<b>340,542</b>	<b>60,700</b>	<b>(56,700)</b>	<b>344,542</b>
141-1-222-0160-3-72230-552410-0000-0000-222	In-Service/Staff Development	18,500			18,500
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>18,500</b>	<b>-</b>	<b>-</b>	<b>18,500</b>
141-1-222-0160-3-72250-579010-0000-BUDG-222	Other Equipment	489,241	1,499		490,740
	<b>Total 72250 - Education Technology</b>	<b>489,241</b>	<b>1,499</b>	<b>-</b>	<b>490,740</b>
141-1-222-0160-3-72710-531410-0000-0000-222	Contracts w/ Public Carriers	5,000			5,000
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>5,000</b>	<b>-</b>	<b>-</b>	<b>5,000</b>
141-1-222-0160-3-76100-570710-0000-0000-222	Building Improvements	59,088			59,088
	<b>Total 76100 - Regular Capital Outlay</b>	<b>59,088</b>	<b>-</b>	<b>-</b>	<b>59,088</b>
	<b>Total - Ooltewah High School</b>	<b>912,371</b>	<b>62,199</b>	<b>(56,700)</b>	<b>917,870</b>

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET			AMENDED BUDGET
		10/19/2023	INCREASE	DECREASE	11/9/2023
<b>Chattanooga School for the Liberal Arts</b>					
141-1-222-0162-4-71100-535610-0000-0000-222	Tuition	3,000			3,000
141-1-222-0162-4-71100-549990-0000-0000-222	Other Supplies & Materials	3,000			3,000
	<b>Total 71100 - Regular Instruction</b>	<b>6,000</b>	<b>-</b>	<b>-</b>	<b>6,000</b>
141-1-222-0162-4-71300-5116E0-0000-0000-222	CTE Teacher (1 FTE)	57,442			57,442
141-1-222-0162-4-71300-514090-0000-0000-222	Stipends - Other	6,440			6,440
141-1-222-0162-4-71300-520110-0000-0000-222	Social Security	3,961			3,961
141-1-222-0162-4-71300-520410-0000-0000-222	State Retirement	4,350			4,350
141-1-222-0162-4-71300-520610-0000-0000-222	Life Insurance	38			38
141-1-222-0162-4-71300-520710-0000-0000-222	Health Insurance	9,926			9,926
141-1-222-0162-4-71300-520810-0000-0000-222	Dental Insurance	365			365
141-1-222-0162-4-71300-521010-0000-0000-222	Unemployment Compensation	17			17
141-1-222-0162-4-71300-521210-0000-0000-222	Medicare	926			926
141-1-222-0162-4-71300-521710-0000-0000-222	State Retirement Hybrid	1,277			1,277
141-1-222-0162-4-71300-529910-0000-0000-222	Long Term Disability	86			86
141-1-222-0162-4-71300-529930-0000-0000-222	Short Term Disability	103			103
141-1-222-0162-4-71300-542910-0000-0000-222	Instructional Supplies & Materials	5,000		(5,000)	-
141-1-222-0162-4-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	5,000		5,000
141-1-222-0162-4-71300-547110-0000-0000-222	Software	3,000			3,000
141-1-222-0162-4-71300-549990-0000-0000-222	Other Supplies & Materials	15,000			15,000
141-1-222-0162-4-71300-573010-0000-0000-222	Equipment Vocational	6,500			6,500
	<b>Total 71300 - Vocational Education Instruction</b>	<b>114,431</b>	<b>5,000</b>	<b>(5,000)</b>	<b>114,431</b>
141-1-222-0162-4-72230-552410-0000-0000-222	In-Service/Staff Development	15,000			15,000
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>15,000</b>	<b>-</b>	<b>-</b>	<b>15,000</b>
141-1-222-0162-4-72250-579010-0000-BUDG-222	Other Equipment	244,565	2,780		247,345
	<b>Total 72250 - Education Technology</b>	<b>244,565</b>	<b>2,780</b>	<b>-</b>	<b>247,345</b>
141-1-222-0162-4-72710-531410-0000-0000-222	Contracts w/ Public Carriers	5,000			5,000
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>5,000</b>	<b>-</b>	<b>-</b>	<b>5,000</b>
	<b>Total - Chattanooga School for the Liberal Arts</b>	<b>384,996</b>	<b>7,780</b>	<b>(5,000)</b>	<b>387,776</b>
<b>Lookout Valley Middle/High School</b>					
141-1-222-0165-4-71300-5116E0-0000-0000-222	CTE Teacher (1 FTE)	54,909			54,909
141-1-222-0165-4-71300-520110-0000-0000-222	Social Security	3,404			3,404
141-1-222-0165-4-71300-520410-0000-0000-222	State Retirement	3,740			3,740
141-1-222-0165-4-71300-520610-0000-0000-222	Life Insurance	38			38
141-1-222-0165-4-71300-520710-0000-0000-222	Health Insurance	9,926			9,926
141-1-222-0165-4-71300-520810-0000-0000-222	Dental Insurance	365			365
141-1-222-0165-4-71300-521010-0000-0000-222	Unemployment Compensation	17			17
141-1-222-0165-4-71300-521210-0000-0000-222	Medicare	796			796
141-1-222-0165-4-71300-521710-0000-0000-222	State Retirement Hybrid	1,098			1,098
141-1-222-0165-4-71300-529910-0000-0000-222	Long Term Disability	82			82
141-1-222-0165-4-71300-529930-0000-0000-222	Short Term Disability	98			98
141-1-222-0165-4-71300-547110-0000-0000-222	Software	-	7,000		7,000
141-1-222-0165-4-71300-549990-0000-0000-222	Other Supplies & Materials	70,750			70,750
141-1-222-0165-4-71300-573010-0000-0000-222	Equipment Vocational	125,000			125,000
	<b>Total 71300 - Vocational Education Instruction</b>	<b>270,223</b>	<b>7,000</b>	<b>-</b>	<b>277,223</b>
141-1-222-0165-4-72230-552410-0000-0000-222	In-Service/Staff Development	6,000			6,000
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>6,000</b>	<b>-</b>	<b>-</b>	<b>6,000</b>
141-1-222-0165-4-72250-579010-0000-BUDG-222	Other Equipment	661,924		(1,501)	660,423
	<b>Total 72250 - Education Technology</b>	<b>661,924</b>	<b>-</b>	<b>(1,501)</b>	<b>660,423</b>
141-1-222-0165-4-76100-570710-0000-0000-222	Building Improvements	25,000			25,000
	<b>Total 76100 - Regular Capital Outlay</b>	<b>25,000</b>	<b>-</b>	<b>-</b>	<b>25,000</b>
	<b>Total - Lookout Valley Middle/High School</b>	<b>963,147</b>	<b>7,000</b>	<b>(1,501)</b>	<b>968,646</b>
<b>Red Bank High School</b>					
141-1-222-0175-3-71100-514090-0000-0000-222	Stipends	5,242			5,242
141-1-222-0175-3-71100-520110-0000-0000-222	Social Security	325			325
141-1-222-0175-3-71100-520410-0000-0000-222	State Retirement	307			307
141-1-222-0175-3-71100-521210-0000-0000-222	Medicare	76			76
141-1-222-0175-3-71100-521710-0000-0000-222	State Retirement Hybrid	50			50
141-1-222-0175-3-71100-572210-0000-0000-222	Regular Instruction Equipment	83,238			83,238
	<b>Total 71100 - Regular Instruction</b>	<b>89,238</b>	<b>-</b>	<b>-</b>	<b>89,238</b>
141-1-222-0175-3-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	17,000		17,000
141-1-222-0175-3-71300-549990-0000-0000-222	Other Supplies & Materials	17,000		(17,000)	-
141-1-222-0175-3-71300-573010-0000-0000-222	Equipment Vocational	158,696			158,696
	<b>Total 71300 - Vocational Education Instruction</b>	<b>175,696</b>	<b>17,000</b>	<b>(17,000)</b>	<b>175,696</b>

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET		AMENDED BUDGET	
		10/19/2023	INCREASE	DECREASE	11/9/2023
141-1-222-0175-3-72230-519610-0000-0000-222	Stipends	12,880			12,880
141-1-222-0175-3-72230-520110-0000-0000-222	Social Security	799			799
141-1-222-0175-3-72230-520410-0000-0000-222	State Retirement	877			877
141-1-222-0175-3-72230-521210-0000-0000-222	Medicare	187			187
141-1-222-0175-3-72230-521710-0000-0000-222	State Retirement Hybrid	257			257
141-1-222-0175-3-72230-552410-0000-0000-222	In-Service/Staff Development	15,000			15,000
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>30,000</b>	<b>-</b>	<b>-</b>	<b>30,000</b>
141-1-222-0175-3-72250-579010-0000-BUDG-222	Other Equipment	537,226	5,499		542,725
	<b>Total 72250 - Education Technology</b>	<b>537,226</b>	<b>5,499</b>	<b>-</b>	<b>542,725</b>
141-1-222-0175-3-72710-531410-0000-0000-222	Contracts w/ Public Carriers	12,000			12,000
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>12,000</b>	<b>-</b>	<b>-</b>	<b>12,000</b>
141-1-222-0175-3-76100-570710-0000-0000-222	Building Improvements	66,000			66,000
	<b>Total 76100 - Regular Capital Outlay</b>	<b>66,000</b>	<b>-</b>	<b>-</b>	<b>66,000</b>
	<b>Total - Red Bank High School</b>	<b>910,160</b>	<b>22,499</b>	<b>(17,000)</b>	<b>915,659</b>
<b>Red Bank Middle School</b>					
141-1-222-0180-2-71100-542910-0000-0000-222	Instructional Supplies & Materials	20,000		(10,000)	10,000
141-1-222-0180-2-71100-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	21,000		21,000
141-1-222-0180-2-71100-572210-0000-0000-222	Regular Instruction Equipment	20,000		(20,000)	-
	<b>Total 71100 - Regular Instruction</b>	<b>40,000</b>	<b>21,000</b>	<b>(30,000)</b>	<b>31,000</b>
141-1-222-0180-2-71300-549990-0000-0000-222	Other Supplies & Materials	600	43,000		43,600
141-1-222-0180-2-71300-573010-0000-0000-222	Equipment Vocational	-	56,065		56,065
	<b>Total 71300 - Vocational Education Instruction</b>	<b>600</b>	<b>99,065</b>	<b>-</b>	<b>99,665</b>
141-1-222-0180-2-72130-549990-0000-0000-222	Other Supplies & Materials	11,000		(11,000)	-
	<b>Total 72130 - Other Student Support</b>	<b>11,000</b>	<b>-</b>	<b>(11,000)</b>	<b>-</b>
141-1-222-0180-2-72210-552410-0000-0000-222	In-Service/Staff Development	15,000			15,000
	<b>Total 72210 - Regular Instructional Support</b>	<b>15,000</b>	<b>-</b>	<b>-</b>	<b>15,000</b>
141-1-222-0180-2-72230-519610-0000-0000-222	Stipends	5,679			5,679
141-1-222-0180-2-72230-520110-0000-0000-222	Social Security	352			352
141-1-222-0180-2-72230-520410-0000-0000-222	State Retirement	337			337
141-1-222-0180-2-72230-521210-0000-0000-222	Medicare	82			82
141-1-222-0180-2-72230-521710-0000-0000-222	State Retirement Hybrid	50			50
141-1-222-0180-2-72230-549990-0000-0000-222	Other Supplies & Materials	43,000		(43,000)	-
141-1-222-0180-2-72230-579010-0000-0000-222	Other Equipment	30,000		(30,000)	-
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>79,500</b>	<b>-</b>	<b>(73,000)</b>	<b>6,500</b>
141-1-222-0180-2-72250-579010-0000-BUDG-222	Other Equipment	281,551		(3,285)	278,266
	<b>Total 72250 - Education Technology</b>	<b>281,551</b>	<b>-</b>	<b>(3,285)</b>	<b>278,266</b>
141-1-222-0180-2-76100-570710-0000-0000-222	Building Improvements	63,000			63,000
	<b>Total 76100 - Regular Capital Outlay</b>	<b>63,000</b>	<b>-</b>	<b>-</b>	<b>63,000</b>
	<b>Total - Red Bank Middle School</b>	<b>490,651</b>	<b>120,065</b>	<b>(117,285)</b>	<b>493,431</b>
<b>Sale Creek Middle/High School</b>					
141-1-222-0190-4-71100-514090-0000-0000-222	Stipends	1,290			1,290
141-1-222-0190-4-71100-520410-0000-0000-222	State Retirement	87			87
141-1-222-0190-4-71100-521210-0000-0000-222	Medicare	19			19
	<b>Total 71100 - Regular Instruction</b>	<b>1,500</b>	<b>-</b>	<b>-</b>	<b>1,500</b>
141-1-222-0190-4-71300-542910-0000-0000-222	Instructional Supplies & Materials	11,275		(11,275)	-
141-1-222-0190-4-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	11,275		11,275
141-1-222-0190-4-71300-573010-0000-0000-222	Equipment Vocational	244,369			244,369
	<b>Total 71300 - Vocational Education Instruction</b>	<b>255,644</b>	<b>11,275</b>	<b>(11,275)</b>	<b>255,644</b>
141-1-222-0200-2-72230-533610-0000-0000-222	Maintenance & Repair Services	1,000			1,000
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>1,000</b>	<b>-</b>	<b>-</b>	<b>1,000</b>
141-1-222-0190-4-72250-579010-0000-BUDG-222	Other Equipment	600,298	5,499		605,797
	<b>Total 72250 - Education Technology</b>	<b>600,298</b>	<b>5,499</b>	<b>-</b>	<b>605,797</b>
141-1-222-0190-4-76100-539990-0000-0000-222	Other Contracted Services	6,200			6,200
141-1-222-0190-4-76100-570710-0000-0000-222	Building Improvements	100,000			100,000
	<b>Total 76100 - Regular Capital Outlay</b>	<b>106,200</b>	<b>-</b>	<b>-</b>	<b>106,200</b>
	<b>Total - Sale Creek Middle/High School</b>	<b>964,642</b>	<b>16,774</b>	<b>(11,275)</b>	<b>970,141</b>

ACCOUNT CODE	DESCRIPTION	AMENDED			AMENDED
		BUDGET	INCREASE	DECREASE	BUDGET
		10/19/2023			11/9/2023
<b>Sequoyah High School</b>					
141-1-222-0196-3-71300-514090-0000-0000-222	Stipends	3,276			3,276
141-1-222-0196-3-71300-520110-0000-0000-222	Social Security	203			203
141-1-222-0196-3-71300-520410-0000-0000-222	State Retirement	208			208
141-1-222-0196-3-71300-521210-0000-0000-222	Medicare	48			48
141-1-222-0196-3-71300-521710-0000-0000-222	State Retirement Hybrid	15			15
141-1-222-0196-3-71300-542910-0000-0000-222	Instructional Supplies & Materials	16,275		(16,275)	-
141-1-222-0196-3-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	16,275		16,275
141-1-222-0196-3-71300-547110-0000-0000-222	Software	-	1,000		1,000
141-1-222-0196-3-71300-549990-0000-0000-222	Other Supplies & Materials	2,500	3,320		5,820
141-1-222-0196-3-71300-559990-0000-0000-222	Other Charges	-	2,500		2,500
141-1-222-0196-3-71300-573010-0000-0000-222	Equipment Vocational	165,000	52,475		217,475
	<b>Total 71300 - Vocational Education Instruction</b>	<b>187,525</b>	<b>75,570</b>	<b>(16,275)</b>	<b>246,820</b>
141-1-222-0196-3-72210-552410-0000-0000-222	In-Service/Staff Development	3,000			3,000
141-1-222-0196-3-72210-579010-0000-0000-222	Other Equipment	52,475		(52,475)	-
	<b>Total 72210 - Regular Instructional Support</b>	<b>55,475</b>	<b>-</b>	<b>(52,475)</b>	<b>3,000</b>
141-1-222-0196-3-72230-519610-0000-0000-222	Stipends	4,193			4,193
141-1-222-0196-3-72230-520110-0000-0000-222	Social Security	235			235
141-1-222-0196-3-72230-520410-0000-0000-222	State Retirement	286			286
141-1-222-0196-3-72230-521210-0000-0000-222	Medicare	61			61
141-1-222-0196-3-72230-521710-0000-0000-222	State Retirement Hybrid	25			25
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>4,800</b>	<b>-</b>	<b>-</b>	<b>4,800</b>
141-1-222-0196-3-72250-579010-0000-BUDG-222	Other Equipment	632,266		(1,321)	630,945
	<b>Total 72250 - Education Technology</b>	<b>632,266</b>	<b>-</b>	<b>(1,321)</b>	<b>630,945</b>
141-1-222-0196-3-72710-531410-0000-0000-222	Contracts w/ Public Carriers	2,500			2,500
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>2,500</b>	<b>-</b>	<b>-</b>	<b>2,500</b>
141-1-222-0196-3-76100-539990-0000-0000-222	Other Contracted Services	-	1,250		1,250
141-1-222-0196-3-76100-570710-0000-0000-222	Building Improvements	100,000		(1,250)	98,750
	<b>Total 76100 - Regular Capital Outlay</b>	<b>100,000</b>	<b>1,250</b>	<b>(1,250)</b>	<b>100,000</b>
	<b>Total - Sequoyah High School</b>	<b>982,566</b>	<b>76,820</b>	<b>(71,321)</b>	<b>988,065</b>
<b>Orchard Knob Middle School</b>					
141-1-222-0200-2-71300-514090-0000-0000-222	Stipends	8,737			8,737
141-1-222-0200-2-71300-520110-0000-0000-222	Social Security	542			542
141-1-222-0200-2-71300-520410-0000-0000-222	State Retirement	520			520
141-1-222-0200-2-71300-521210-0000-0000-222	Medicare	126			126
141-1-222-0200-2-71300-521710-0000-0000-222	State Retirement Hybrid	75			75
141-1-222-0200-2-71300-542910-0000-0000-222	Instructional Supplies & Materials	20,000		(10,000)	10,000
141-1-222-0200-2-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	20,000		20,000
141-1-222-0200-2-71300-549990-0000-0000-222	Other Supplies & Materials	15,000			15,000
141-1-222-0200-2-71300-559990-0000-0000-222	Other Charges	10,000			10,000
141-1-222-0200-2-71300-573010-0000-0000-222	Equipment Vocational	37,600			37,600
	<b>Total 71300 - Vocational Education Instruction</b>	<b>92,600</b>	<b>20,000</b>	<b>(10,000)</b>	<b>102,600</b>
141-1-222-0200-2-72230-514090-0000-0000-222	Stipends	8,737			8,737
141-1-222-0200-2-72230-520110-0000-0000-222	Social Security	542			542
141-1-222-0200-2-72230-520410-0000-0000-222	State Retirement	520			520
141-1-222-0200-2-72230-521210-0000-0000-222	Medicare	126			126
141-1-222-0200-2-72230-521710-0000-0000-222	State Retirement Hybrid	75			75
141-1-222-0200-2-72230-552410-0000-0000-222	In-Service/Staff Development	13,000			13,000
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>23,000</b>	<b>-</b>	<b>-</b>	<b>23,000</b>
141-1-222-0200-2-72250-579010-0000-BUDG-222	Other Equipment	353,348		(7,220)	346,128
	<b>Total 72250 - Education Technology</b>	<b>353,348</b>	<b>-</b>	<b>(7,220)</b>	<b>346,128</b>
141-1-222-0200-2-72710-531410-0000-0000-222	Contracts w/ Public Carriers	10,000			10,000
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>10,000</b>	<b>-</b>	<b>-</b>	<b>10,000</b>
141-1-222-0200-2-76100-570710-0000-0000-222	Building Improvements	5,000			5,000
	<b>Total 76100 - Regular Capital Outlay</b>	<b>5,000</b>	<b>-</b>	<b>-</b>	<b>5,000</b>
	<b>Total - Orchard Knob Middle School</b>	<b>483,948</b>	<b>20,000</b>	<b>(17,220)</b>	<b>486,728</b>
<b>Signal Mountain Middle/High School</b>					
141-1-222-0210-4-71300-514090-0000-0000-222	Stipends	8,596			8,596
141-1-222-0210-4-71300-520110-0000-0000-222	Social Security	533			533
141-1-222-0210-4-71300-520410-0000-0000-222	State Retirement	596			596
141-1-222-0210-4-71300-521210-0000-0000-222	Medicare	125			125
141-1-222-0210-4-71300-521710-0000-0000-222	State Retirement Hybrid	150			150
141-1-222-0210-4-71300-547110-0000-0000-222	Software	9,545			9,545
141-1-222-0210-4-71300-573010-0000-0000-222	Equipment Vocational	99,500			99,500
	<b>Total 71300 - Vocational Education Instruction</b>	<b>119,045</b>	<b>-</b>	<b>-</b>	<b>119,045</b>

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET			AMENDED BUDGET
		10/19/2023	INCREASE	DECREASE	11/9/2023
141-1-222-0210-4-72210-552410-0000-0000-222	In-Service/Staff Development	7,500			7,500
	<b>Total 72210 - Regular Instructional Support</b>	<b>7,500</b>	<b>-</b>	<b>-</b>	<b>7,500</b>
141-1-222-0210-4-72250-579010-0000-BUDG-222	Other Equipment	743,334	5,499		748,833
	<b>Total 72250 - Education Technology</b>	<b>743,334</b>	<b>5,499</b>	<b>-</b>	<b>748,833</b>
141-1-222-0210-4-72710-531410-0000-0000-222	Contracts w/ Public Carriers	6,000			6,000
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>6,000</b>	<b>-</b>	<b>-</b>	<b>6,000</b>
141-1-222-0210-4-76100-570710-0000-0000-222	Building Improvements	50,000			50,000
	<b>Total 76100 - Regular Capital Outlay</b>	<b>50,000</b>	<b>-</b>	<b>-</b>	<b>50,000</b>
	<b>Total - Signal Mountain Middle/High School</b>	<b>925,879</b>	<b>5,499</b>	<b>-</b>	<b>931,378</b>
<b>Soddy Daisy High School</b>					
141-1-222-0220-3-71300-542910-0000-0000-222	Instructional Supplies & Materials	1,500		(1,500)	-
141-1-222-0220-3-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	1,500		1,500
141-1-222-0220-3-71300-549990-0000-0000-222	Other Supplies & Materials	525	800		1,325
141-1-222-0220-3-71300-573010-0000-0000-222	Vocational Instruction Equipment	156,947	72,297		229,244
	<b>Total 71300 - Vocational Education Instruction</b>	<b>158,972</b>	<b>74,597</b>	<b>(1,500)</b>	<b>232,069</b>
141-1-222-0220-3-72230-552410-0000-0000-222	In-Service/Staff Development	10,000			10,000
141-1-222-0220-3-72230-579010-0000-0000-222	Other Equipment	72,297		(72,297)	-
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>82,297</b>	<b>-</b>	<b>(72,297)</b>	<b>10,000</b>
141-1-222-0220-3-72250-579010-0000-BUDG-222	Other Equipment	594,095	4,699		598,794
	<b>Total 72250 - Education Technology</b>	<b>594,095</b>	<b>4,699</b>	<b>-</b>	<b>598,794</b>
141-1-222-0220-3-72710-531410-0000-0000-222	Contracts w/ Public Carriers	9,256			9,256
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>9,256</b>	<b>-</b>	<b>-</b>	<b>9,256</b>
141-1-222-0220-3-76100-570710-0000-0000-222	Building Improvements	95,000			95,000
	<b>Total 76100 - Regular Capital Outlay</b>	<b>95,000</b>	<b>-</b>	<b>-</b>	<b>95,000</b>
	<b>Total - Soddy Daisy High School</b>	<b>939,620</b>	<b>79,296</b>	<b>(73,797)</b>	<b>945,119</b>
<b>Soddy Daisy Middle School</b>					
141-1-222-0225-2-71100-572210-0000-0000-222	Regular Instruction Equipment	70,000		(70,000)	-
	<b>Total 71100 - Regular Instruction</b>	<b>70,000</b>	<b>-</b>	<b>(70,000)</b>	<b>-</b>
141-1-222-0225-2-71300-514090-0000-0000-222	Stipends	12,894			12,894
141-1-222-0225-2-71300-520110-0000-0000-222	Social Security	799			799
141-1-222-0225-2-71300-520410-0000-0000-222	State Retirement	970			970
141-1-222-0225-2-71300-521210-0000-0000-222	Medicare	187			187
141-1-222-0225-2-71300-521710-0000-0000-222	State Retirement Hybrid	150			150
141-1-222-0225-2-71300-542910-0000-0000-222	Instructional Supplies & Materials	1,500		(1,500)	-
141-1-222-0225-2-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	1,500		1,500
141-1-222-0225-2-71300-547110-0000-0000-222	Software	5,500		(3,000)	2,500
141-1-222-0225-2-71300-573010-0000-0000-222	Equipment Vocational	60,692	73,000		133,692
	<b>Total 71300 - Vocational Education Instruction</b>	<b>82,692</b>	<b>74,500</b>	<b>(4,500)</b>	<b>152,692</b>
141-1-222-0225-2-72230-514090-0000-0000-222	Stipends	4,368			4,368
141-1-222-0225-2-72230-520110-0000-0000-222	Social Security	272			272
141-1-222-0225-2-72230-520410-0000-0000-222	State Retirement	247			247
141-1-222-0225-2-72230-521210-0000-0000-222	Medicare	63			63
141-1-222-0225-2-72230-521710-0000-0000-222	State Retirement Hybrid	50			50
141-1-222-0225-2-72230-552410-0000-0000-222	In-Service/Staff Development	2,500			2,500
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>7,500</b>	<b>-</b>	<b>-</b>	<b>7,500</b>
141-1-222-0225-2-72250-579010-0000-BUDG-222	Other Equipment	231,687	2,780		234,467
	<b>Total 72250 - Education Technology</b>	<b>231,687</b>	<b>2,780</b>	<b>-</b>	<b>234,467</b>
141-1-222-0225-2-72710-531410-0000-0000-222	Contracts w/ Public Carriers	10,000			10,000
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>10,000</b>	<b>-</b>	<b>-</b>	<b>10,000</b>
141-1-222-0225-2-76100-570710-0000-0000-222	Building Improvements	35,000			35,000
	<b>Total 76100 - Regular Capital Outlay</b>	<b>35,000</b>	<b>-</b>	<b>-</b>	<b>35,000</b>
	<b>Total - Soddy Daisy Middle School</b>	<b>436,879</b>	<b>77,280</b>	<b>(74,500)</b>	<b>439,659</b>
<b>Tyner Academy</b>					
141-1-222-0237-3-71100-549990-0000-0000-222	Other Supplies & Materials	32,000			32,000
141-1-222-0237-3-71100-572210-0000-0000-222	Regular Instruction Equipment	50,000			50,000
	<b>Total 71100 - Regular Instruction</b>	<b>82,000</b>	<b>-</b>	<b>-</b>	<b>82,000</b>
141-1-222-0237-3-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	-	21,000		21,000
141-1-222-0237-3-71300-549990-0000-0000-222	Other Supplies & Materials	50,000		(16,000)	34,000
141-1-222-0237-3-71300-573010-0000-0000-222	Equipment Vocational	50,000	47,000		97,000
	<b>Total 71300 - Vocational Education Instruction</b>	<b>100,000</b>	<b>68,000</b>	<b>(16,000)</b>	<b>152,000</b>

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET			AMENDED BUDGET
		10/19/2023	INCREASE	DECREASE	11/9/2023
141-1-222-0237-3-72130-549990-0000-0000-222	Other Supplies & Materials	5,000		(5,000)	-
141-1-222-0237-3-72130-579010-0000-0000-222	Other Equipment	47,000		(47,000)	-
	<b>Total 72130 - Other Student Support</b>	<b>52,000</b>	<b>-</b>	<b>(52,000)</b>	<b>-</b>
141-1-222-0237-3-72230-514090-0000-0000-222	Stipends	46,415			46,415
141-1-222-0237-3-72230-520110-0000-0000-222	Social Security	2,528			2,528
141-1-222-0237-3-72230-520410-0000-0000-222	State Retirement	4,034			4,034
141-1-222-0237-3-72230-521210-0000-0000-222	Medicare	673			673
141-1-222-0237-3-72230-521710-0000-0000-222	State Retirement Hybrid	350			350
141-1-222-0237-3-72230-552410-0000-0000-222	In-Service/Staff Development	2,000			2,000
	<b>Total 72230 - Vocational Instruction Staff Support</b>	<b>56,000</b>	<b>-</b>	<b>-</b>	<b>56,000</b>
141-1-222-0237-3-72250-579010-0000-BUDG-222	Other Equipment	614,557	5,499		620,056
	<b>Total 72250 - Education Technology</b>	<b>614,557</b>	<b>5,499</b>	<b>-</b>	<b>620,056</b>
141-1-222-0237-3-72710-531410-0000-0000-222	Contracts w/ Public Carriers	10,000			10,000
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>10,000</b>	<b>-</b>	<b>-</b>	<b>10,000</b>
	<b>Total - Tyner Academy</b>	<b>914,557</b>	<b>73,499</b>	<b>(68,000)</b>	<b>920,056</b>
<b>Tyner Middle Academy</b>					
141-1-222-0239-2-71300-514090-0000-0000-222	Stipends	34,347			34,347
141-1-222-0239-2-71300-520110-0000-0000-222	Social Security	2,130			2,130
141-1-222-0239-2-71300-520410-0000-0000-222	State Retirement	2,339			2,339
141-1-222-0239-2-71300-521210-0000-0000-222	Medicare	498			498
141-1-222-0239-2-71300-521710-0000-0000-222	State Retirement Hybrid	686			686
141-1-222-0239-2-71300-573010-0000-0000-222	Equipment Vocational	122,000			122,000
	<b>Total 71300 - Vocational Education Instruction</b>	<b>162,000</b>	<b>-</b>	<b>-</b>	<b>162,000</b>
141-1-222-0239-2-72250-579010-0000-BUDG-222	Other Equipment	296,782	2,780		299,562
	<b>Total 72250 - Education Technology</b>	<b>296,782</b>	<b>2,780</b>	<b>-</b>	<b>299,562</b>
141-1-222-0239-2-72710-531410-0000-0000-222	Contracts w/ Public Carriers	3,000			3,000
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>3,000</b>	<b>-</b>	<b>-</b>	<b>3,000</b>
	<b>Total -Tyner Middle Academy</b>	<b>461,782</b>	<b>2,780</b>	<b>-</b>	<b>464,562</b>
<b>STEM School</b>					
141-1-222-0280-3-71100-547110-0000-0000-222	Software	1,500			1,500
141-1-222-0280-3-71100-549990-0000-0000-222	Other Supplies & Materials	5,000		(5,000)	-
141-1-222-0280-3-71100-572210-0000-0000-222	Regular Instruction Equipment	423,171			423,171
	<b>Total 71100 - Regular Instruction</b>	<b>429,671</b>	<b>-</b>	<b>(5,000)</b>	<b>424,671</b>
141-1-222-0280-3-71300-5116E0-0000-0000-222	STEM Teacher (2 FTE)	113,200			113,200
141-1-222-0280-3-71300-520110-0000-0000-222	Social Security	7,018			7,018
141-1-222-0280-3-71300-520410-0000-0000-222	State Retirement	7,709			7,709
141-1-222-0280-3-71300-520610-0000-0000-222	Life Insurance	76			76
141-1-222-0280-3-71300-520710-0000-0000-222	Health Insurance	19,852			19,852
141-1-222-0280-3-71300-520810-0000-0000-222	Dental Insurance	730			730
141-1-222-0280-3-71300-521010-0000-0000-222	Unemployment Compensation	34			34
141-1-222-0280-3-71300-521210-0000-0000-222	Medicare	1,641			1,641
141-1-222-0280-3-71300-521710-0000-0000-222	State Retirement - Hybrid Stabilization Rate	2,264			2,264
141-1-222-0280-3-71300-529910-0000-0000-222	Long Term Disability	170			170
141-1-222-0280-3-71300-529930-0000-0000-222	Short Term Disability	203			203
141-1-222-0280-3-71300-542910-0000-0000-222	Instructional Supplies & Materials	-	5,000		5,000
141-1-222-0280-3-71300-549990-0000-0000-222	Other Supplies & Materials	-	5,000		5,000
141-1-222-0280-3-71300-573010-0000-0000-222	Vocational Equipment	-	7,979		7,979
	<b>Total 71300 - Vocational Education Instruction</b>	<b>152,897</b>	<b>17,979</b>	<b>-</b>	<b>170,876</b>
141-1-222-0280-3-72130-579010-0000-0000-222	Other Equipment	7,979		(7,979)	-
	<b>Total 72130 - Other Student Support</b>	<b>7,979</b>	<b>-</b>	<b>(7,979)</b>	<b>-</b>
141-1-222-0280-3-72250-579010-0000-BUDG-222	Other Equipment	397,274	499		397,773
	<b>Total 72250 - Education Technology</b>	<b>397,274</b>	<b>499</b>	<b>-</b>	<b>397,773</b>
141-1-222-0280-3-72710-531410-0000-0000-222	Contracts w/ Public Carriers	4,158			4,158
	<b>Total 72710 - Contracts w/ Public Carriers</b>	<b>4,158</b>	<b>-</b>	<b>-</b>	<b>4,158</b>
	<b>Total - STEM School</b>	<b>991,979</b>	<b>18,478</b>	<b>(12,979)</b>	<b>997,478</b>
	<b>TOTAL BUDGET</b>	<b>24,727,654</b>	<b>1,273,488</b>	<b>(1,273,488)</b>	<b>24,727,654</b>

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
 SELF-FUNDED PROGRAMS  
 NURSING SERVICES  
 BUDGET FISCAL YEAR 2023-2024**  
 FY23 carryover is \$369,764.95

**SOURCE OF FUNDS SUMMARY**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET		AMENDED BUDGET	
		9/21/2023	INCREASE	DECREASE	11/9/2023
141-5-419-0000-0-00000-439900-0000-0000	Other Charges for Services	217,500			217,500
141-5-419-0000-0-00000-4T4555-0000-0000	Restricted for Education	-	28,536		28,536
	<b>Total Source of Funds</b>	<b>217,500</b>	<b>28,536</b>	<b>-</b>	<b>246,036</b>

**USE OF FUNDS SUMMARY**

<b>72120</b>	Instructional Support Services	217,500	28,536	-	246,036
	<b>Total Use of Funds</b>	<b>217,500</b>	<b>28,536</b>	<b>-</b>	<b>246,036</b>

**USE OF FUNDS DETAIL**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET		AMENDED BUDGET	
		9/21/2023	INCREASE	DECREASE	11/9/2023
141-5-419-0000-0-72120-516210-0000-0000	Clerical Personnel	-	16,389		16,389
141-5-419-0000-0-72120-520110-0000-0000	Social Security	-	1,017		1,017
141-5-419-0000-0-72120-520410-0000-0000	Retirement	-	2,800		2,800
141-5-419-0000-0-72120-520610-0000-0000	Life Insurance	-	30		30
141-5-419-0000-0-72120-520710-0000-0000	Health Insurance	-	7,000		7,000
141-5-419-0000-0-72120-520810-0000-0000	Dental	-	275		275
141-5-419-0000-0-72120-521010-0000-0000	Unemployment	-	15		15
141-5-419-0000-0-72120-521210-0000-0000	Medicare	-	240		240
141-5-419-0000-0-72120-521710-0000-0000	State Retirement Hybrid	-	660		660
141-5-419-0000-0-72120-529910-0000-0000	Long Term Disability	-	50		50
141-5-419-0000-0-72120-529930-0000-0000	Short Term Disability	-	60		60
141-5-419-0000-0-72120-539990-0000-0000	Other Contracted Services	71,000			71,000
141-5-419-0000-0-72120-541310-0000-0000	Drugs and Medical Supplies	65,000			65,000
141-5-419-0000-0-72120-543510-0000-0000	Office Supplies	6,000			6,000
141-5-419-0000-0-72120-549990-0000-0000	Other Supplies	6,500			6,500
141-5-419-0000-0-72120-552410-0000-0000	In-Service/Staff Development	13,250			13,250
141-5-419-0000-0-72120-573510-0000-0000	Equipment	55,750			55,750
	<b>Total 72100 - Instr Support Services</b>	<b>217,500</b>	<b>28,536</b>	<b>-</b>	<b>246,036</b>
	<b>TOTAL BUDGET</b>	<b>217,500</b>	<b>28,536</b>	<b>-</b>	<b>246,036</b>

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
 SELF-FUNDED PROGRAMS  
 FUTURE READY INSTITUTES - NOVONIX  
 BUDGET FISCAL YEAR 2023-2024  
 FY23 carryover is \$14,933.40**

**SOURCE OF FUNDS SUMMARY**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET		AMENDED BUDGET	
		9/21/2023	INCREASE	DECREASE	11/9/2023
141-5-449-0000-0-00000-4T4555-0000-0000	Restricted for Education	14,933			14,933
	<b>Total Source of Funds</b>	<b>14,933</b>	<b>-</b>	<b>-</b>	<b>14,933</b>

**USE OF FUNDS SUMMARY**

<b>71100</b>	Regular Instruction	14,433	-	(156)	14,277
<b>72210</b>	Instructional Support	-	156	-	156
<b>72710</b>	Transportation	500	-	-	500
	<b>Total Use of Funds</b>	<b>14,933</b>	<b>156</b>	<b>(156)</b>	<b>14,933</b>

**USE OF FUNDS DETAIL**

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET		AMENDED BUDGET	
		9/21/2023	INCREASE	DECREASE	11/9/2023
141-5-449-0165-3-71100-542910-0000-0000	Instructional Supplies	6,434			6,434
141-5-449-0165-3-71100-547110-0000-0000	Software	899			899
141-5-449-0165-3-71100-549990-0000-0000	Other Supplies & Materials - Tables, Chairs, Shelving	400			400
141-5-449-0165-3-71100-572210-0000-0000	Equipment - Computers, TVs, Specialized Equipment	6,700		(156)	6,544
	<b>Total 71100 - Regular Instruction</b>	<b>14,433</b>	<b>-</b>	<b>(156)</b>	<b>14,277</b>
141-5-449-0165-3-72210-552410-0000-0000	In-Service/Staff Development	-	156		156
	<b>Total 72210 - Instructional Support</b>	<b>-</b>	<b>156</b>	<b>-</b>	<b>156</b>
141-5-449-0165-3-72710-531410-0000-0000	Contracts with Public Carriers	500			500
	<b>Total 72710 - Transportation</b>	<b>500</b>	<b>-</b>	<b>-</b>	<b>500</b>
	<b>TOTAL BUDGET</b>	<b>14,933</b>	<b>156</b>	<b>(156)</b>	<b>14,933</b>

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
 SELF-FUNDED PROGRAMS  
 FUTURE READY INSTITUTES - TYNER ACADEMY  
 BUDGET FISCAL YEAR 2023-2024**

**SOURCE OF FUNDS**

ACCOUNT CODE	DESCRIPTION	FY2024			AMENDED
		BUDGET	INCREASE	DECREASE	BUDGET
		DOCUMENT			11/9/2023
141-5-450-0237-3-00000-445700-0000-0000	Contributions and Gifts	-	3,500		3,500
141-5-450-0000-0-00000-4T4555-0000-0000	Restricted for Education	124,511			124,511
	<b>Total Source of Funds</b>	<b>124,511</b>	<b>3,500</b>	<b>-</b>	<b>128,011</b>

**USE OF FUNDS SUMMARY**

<b>71100</b>	Regular Instruction	101,475	8,890	(5,390)	104,975
<b>71300</b>	Vocational Education Program	5,500	-		5,500
<b>72130</b>	Other Student Support	5,000			5,000
<b>72210</b>	Instructional Support	12,536			12,536
	<b>Total Use of Funds</b>	<b>124,511</b>	<b>8,890</b>	<b>(5,390)</b>	<b>128,011</b>

**USE OF FUNDS DETAIL**

ACCOUNT CODE	DESCRIPTION	FY2024			AMENDED
		BUDGET	INCREASE	DECREASE	BUDGET
		DOCUMENT			11/9/2023
141-5-450-0237-3-71100-519610-0000-0000	Stipends	14,770			14,770
141-5-450-0237-3-71100-520110-0000-0000	Social Security	915			915
141-5-450-0237-3-71100-520410-0000-0000	Retirement	1,518			1,518
141-5-450-0237-3-71100-521210-0000-0000	Employer Medicare	215			215
141-5-450-0237-3-71100-539990-0000-0000	Other Contracted Services	9,991			9,991
141-5-450-0237-3-71100-542910-0000-0000	Instructional Materials	64,827		(5,390)	59,437
141-5-450-0237-3-71100-547110-0000-0000	Software	-	5,390		5,390
141-5-450-0237-3-71100-559990-0000-0000	Other Charges	8,939			8,939
141-5-450-0237-3-71100-572210-0000-0000	Equipment - Regular Instruction	300	3,500		3,800
	<b>Total 71100 - Regular Instruction</b>	<b>101,475</b>	<b>8,890</b>	<b>(5,390)</b>	<b>104,975</b>
141-5-450-0237-3-71300-549990-0000-0000	Other Supplies & Materials-Student Certifications	5,500			5,500
	<b>Total 71300 - Vocational Education Program</b>	<b>5,500</b>	<b>-</b>	<b>-</b>	<b>5,500</b>
141-5-450-0237-3-72130-518990-0000-0000	Other Salaries	4,645			4,645
141-5-450-0237-3-72130-520110-0000-0000	Social Security	288			288
141-5-450-0237-3-72130-521210-0000-0000	Employer Medicare	67			67
	<b>Total 72130 - Other Student Support</b>	<b>5,000</b>	<b>-</b>	<b>-</b>	<b>5,000</b>
141-5-450-0237-3-72210-552410-0000-0000	In-Service/Staff Development	8,500			8,500
141-5-450-0237-3-72210-559990-0000-0000	Other Charges	4,036			4,036
	<b>Total 72210 - Instructional Support</b>	<b>12,536</b>	<b>-</b>	<b>-</b>	<b>12,536</b>
	<b>TOTAL BUDGET</b>	<b>124,511</b>	<b>8,890</b>	<b>(5,390)</b>	<b>128,011</b>

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
 SELF-FUNDED PROGRAMS  
 E-RATE TECHNOLOGY  
 BUDGET FISCAL YEAR 2023-2024**

**SOURCE OF FUNDS SUMMARY**

ACCOUNT CODE	DESCRIPTION	FY2024 BUDGET			AMENDED BUDGET
		DOCUMENT	INCREASE	DECREASE	11/9/2023
141-5-453-0000-0-00000-4T4555-0000-0000	Restricted for Education	146,906			146,906
	<b>Total Source of Funds</b>	<b>146,906</b>	<b>-</b>	<b>-</b>	<b>146,906</b>

**USE OF FUNDS SUMMARY**

<b>71100</b>	Regular Instruction Support	146,906	64,000	(64,000)	146,906
	<b>Total Use of Funds</b>	<b>146,906</b>	<b>64,000</b>	<b>(64,000)</b>	<b>146,906</b>

**USE OF FUNDS DETAIL**

ACCOUNT CODE	DESCRIPTION	FY2024 BUDGET			Amended Budget
		DOCUMENT	INCREASE	DECREASE	11/9/2023
141-5-453-0000-0-71100-539950-0000-0000	Hardware/Software Licenses	20,000		(20,000)	-
141-5-453-0000-0-71100-539990-0000-0000	Other Contracted Services	26,906			26,906
141-5-453-0000-0-71100-547110-0000-0000	Software Licenses	-	64,000		64,000
141-5-453-0000-0-71100-572210-0000-0000	Equipment Regular Instruction	100,000		(44,000)	56,000
	<b>Total 71100 - Regular Instruction</b>	<b>146,906</b>	<b>64,000</b>	<b>(64,000)</b>	<b>146,906</b>
	<b>TOTAL BUDGET</b>	<b>146,906</b>	<b>64,000</b>	<b>(64,000)</b>	<b>146,906</b>

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
 SELF-FUNDED PROGRAMS  
 CO FLOWER FUND  
 BUDGET FISCAL YEAR 2023-2024  
 FY23 Carryover is \$10,320.38**

**SOURCE OF FUNDS SUMMARY**

<b>ACCOUNT CODE</b>	<b>DESCRIPTION</b>	<b>FY2024</b>		<b>AMENDED</b>
		<b>BUDGET</b>	<b>INCREASE</b>	<b>DECREASE</b>
		<b>8/17/2023</b>		<b>11/9/2023</b>
141-5-487-0000-0-00000-445700-0000-0000	Contributions and Gifts	500		500
141-5-487-0000-0-00000-4T4555-0000-0000	Restricted for Education	9,500		9,500
	<b>Total Source of Funds</b>	<b>10,000</b>	<b>-</b>	<b>10,000</b>

**USE OF FUNDS SUMMARY**

<b>72410</b>	Office of the Principal	-	2,500	-	2,500
<b>72810</b>	Central Office and Other	10,000	-	(2,500)	7,500
	<b>Total Use of Funds</b>	<b>10,000</b>	<b>2,500</b>	<b>(2,500)</b>	<b>10,000</b>

**USE OF FUNDS DETAIL**

<b>ACCOUNT CODE</b>	<b>DESCRIPTION</b>	<b>FY2024</b>		<b>AMENDED</b>	
		<b>BUDGET</b>	<b>INCREASE</b>	<b>DECREASE</b>	
		<b>8/17/2023</b>		<b>11/9/2023</b>	
141-5-487-0000-0-72810-559990-0000-0000	Other Charges	10,000		(2,500)	7,500
	<b>Total 72810 - Central Office and Other</b>	<b>10,000</b>		<b>(2,500)</b>	<b>7,500</b>
141-5-487-0149-1-72410-552410-0000-0000	In-Service Staff Development	-	2,500		2,500
	<b>Total 72410 - Office of the Principal</b>	<b>-</b>	<b>2,500</b>		<b>2,500</b>
	<b>TOTAL BUDGET</b>	<b>10,000</b>	<b>2,500</b>	<b>(2,500)</b>	<b>10,000</b>

**HAMILTON COUNTY DEPARTMENT OF EDUCATION**  
**3074 Hickory Valley Road**  
**Chattanooga, Tennessee 37421**

**MEMORANDUM**

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

**FROM:** Mary Ellen Heuton, Chief Financial Officer

**DATE:** November 09, 2023

**SUBJECT:** Budget Amendment – School Nutrition

Board approval is recommended for the following items for School Nutrition for Fiscal Year 2024:

- Transfers between accounts to reclassify existing budget appropriations between various accounts as indicated in the attachment.

**SCHOOL NUTRITION PROGRAM**  
**FUND: 143**  
**BUDGET AMENDMENT FY 24**  
**9-Nov-23**

ACCOUNT	ACCOUNT DESCRIPTION	ORIGINAL APPROVED BUDGET	INCREASE	DECREASE	AMENDED BUDGET 11/09/23
143-0-819-0000-0-73100-510510-0000-0000-	510510 Director	113,729.00			113,729.00
143-0-819-0000-0-73100-510520-0000-0000-	510520 Supervisor	351,489.00			351,489.00
143-0-819-0000-0-73100-510550-0000-0000-	510550 Dietitian	66,052.00			66,052.00
143-0-819-0000-0-73100-511910-0000-0000-	511910 Accountant	80,487.00			80,487.00
143-0-819-0000-0-73100-512010-0000-0000-	512010 IT Specialist	164,049.00			164,049.00
143-0-819-0000-0-73100-514910-0000-0000-	514910 Warehouse Personnel	161,845.00			161,845.00
143-0-819-0000-0-73100-516110-0000-0000-	516110 Administrative Assistan	61,091.00			61,091.00
143-0-819-0000-0-73100-516210-0000-0000-	516210 Clerical Personnel	222,640.00			222,640.00
143-0-819-6000-0-73100-516510-0000-0000-	516510 Cafeteria Personnel	4,144,165.00			4,144,165.00
143-0-819-6000-0-73100-516510-PPTT-0000-	516510 Cafeteria Personnel	5,142,512.00		950,000.00	4,192,512.00
143-0-819-6000-0-73100-518820-0000-0000-	518820 Bonus Pay	5,000.00			5,000.00
143-0-819-0000-0-73100-518940-PPTT-0000-	518940 Contract Personnel	10,000.00			10,000.00
143-0-819-0000-0-73100-520110-0000-0000-	520110 Social Security	75,726.00			75,726.00
143-0-819-0000-0-73100-520110-PPTT-0000-	520110 Social Security	620.00			620.00
143-0-819-6000-0-73100-520110-0000-0000-	520110 Social Security	256,938.00			256,938.00
143-0-819-6000-0-73100-520110-PPTT-0000-	520110 Social Security	318,836.00		58,900.00	259,936.00
143-0-819-0000-0-73100-520410-0000-0000-	520410 State Retirement	241,124.00			241,124.00
143-0-819-6000-0-73100-520410-0000-0000-	520410 State Retirement	526,309.00			526,309.00
143-0-819-0000-0-73100-520610-0000-0000-	520610 Life Insurance	684.00			684.00
143-0-819-6000-0-73100-520610-0000-0000-	520610 Life Insurance	5,510.00			5,510.00
143-0-819-0000-0-73100-520710-0000-0000-	520710 Medical Insurance	196,668.00			196,668.00
143-0-819-6000-0-73100-520710-0000-0000-	520710 Medical Insurance	1,584,270.00			1,584,270.00
143-0-819-0000-0-73100-520810-0000-0000-	520810 Dental Insurance	6,570.00			6,570.00
143-0-819-6000-0-73100-520810-0000-0000-	520810 Dental Insurance	52,925.00			52,925.00
143-0-819-0000-0-73100-521010-0000-0000-	521010 Unemployment	306.00			306.00
143-0-819-6000-0-73100-521010-0000-0000-	521010 Unemployment	2,465.00			2,465.00
143-0-819-0000-0-73100-521210-0000-0000-	521210 Employer Medicare	17,711.00			17,711.00
143-0-819-0000-0-73100-521210-PPTT-0000-	521210 Employer Medicare	145.00			145.00
143-0-819-6000-0-73100-521210-0000-0000-	521210 Employer Medicare	60,090.00			60,090.00
143-0-819-6000-0-73100-521210-PPTT-0000-	521210 Employer Medicare	74,566.00		13,775.00	60,791.00
143-0-819-0000-0-73100-521710-0000-0000-	521710 State Retirement Hybrid	27,000.00			27,000.00
143-0-819-0000-0-73100-521710-6000-0000-	521710 State Retirement Hybrid	-			-
143-0-819-0000-0-73100-529910-0000-0000-	529910 Long Term Disability	14,821.00			14,821.00
143-0-819-6000-0-73100-529910-0000-0000-	529910 Long Term Disability	6,216.00			6,216.00
143-0-819-0000-0-73100-529930-0000-0000-	529930 Short Term Disability	33,393.00			33,393.00
143-0-819-6000-0-73100-529930-0000-0000-	529930 Short Term Disability	7,418.00			7,418.00
143-0-819-0000-0-73100-530710-0000-0000-	530710 Telephone	6,000.00			6,000.00
143-0-819-6000-0-73100-533610-0000-0000-	533610 Maint & Repairs - Equip	130,680.00			130,680.00
143-0-819-6000-0-73100-533620-0000-0000-	533620 Maint&Repairs-Coolers/F	219,780.00			219,780.00
143-0-819-6000-0-73100-533630-0000-0000-	533630 Maint & Repairs - Ice M	23,760.00	10,000.00		33,760.00
143-0-819-6000-0-73100-533640-0000-0000-	533640 Maint & Repairs-Dish Ma	59,400.00			59,400.00
143-0-819-6000-0-73100-533650-0000-0000-	533650 Maint & Repairs-Plumbin	20,000.00			20,000.00
143-0-819-0000-0-73100-533810-0000-0000-	533810 Maint & Repairs - Vehic	24,000.00	10,000.00		34,000.00
143-0-819-6000-0-73100-535510-0000-0000-	535510 Travel-Mileage	23,000.00			23,000.00
143-0-819-0000-0-73100-535510-0000-0000-	535510 Travel-Mileage	12,000.00			12,000.00
143-0-819-6000-0-73100-535910-0000-0000-	535910 Disposal Fees	87,000.00			87,000.00
143-0-819-0000-0-73100-539910-0000-0000-	539910 Copier Lease/Maint	6,600.00			6,600.00
143-0-819-0000-0-73100-539940-0000-0000-	539940 Contracted Printing	3,300.00			3,300.00
143-0-819-6000-0-73100-539950-0000-0000-	539950 Hardware/Software Licen	68,910.00	480.50		69,390.50
143-0-819-6000-0-73100-539960-0000-0000-	539960 Sanitation/Safety Contr	175,000.00	10,000.00		185,000.00
143-0-819-6000-0-73100-539990-0000-0000-	539990 Other Contracted Servic	250,000.00	981,619.50		1,231,619.50
143-0-819-6000-0-73100-542210-0000-0000-	542210 Food Supplies	8,937,494.00			8,937,494.00
143-0-819-6000-0-73100-542220-0000-0000-	542220 Food - Disposables	1,110,634.00			1,110,634.00
143-0-819-6000-0-73100-542280-0000-0000-	542280 Fruits And Vegetable Pr	213,650.00	575.00		214,225.00
143-0-819-0000-0-73100-542510-0000-0000-	542510 Gasoline	14,500.00			14,500.00
143-0-819-0000-0-73100-543510-0000-0000-	543510 Office Supplies	27,500.00			27,500.00
143-0-819-0000-0-73100-545210-0000-0000-	545210 Utilities	-			-
143-0-819-0000-0-73100-549990-0000-0000-	549990 Other Supplies And Mate	50,000.00			50,000.00
143-0-819-0000-0-73100-552410-0000-0000-	552410 In Service/Staff Develo	25,000.00	10,000.00		35,000.00
143-0-819-6000-0-73100-571010-0000-0000-	571010 Equipment Food Service	50,000.00	-	-	50,000.00
		25,571,578.00	1,022,675.00	1,022,675.00	25,571,578.00

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
3074 HICKORY VALLEY ROAD  
CHATTANOOGA, TENNESSEE 37421**

**MEMORANDUM**

**TO:** Hamilton County Board of Education

Dr. Justin Robertson  
Superintendent

**FROM:** Shannon Moody  
Chief Strategy Officer

**DATE:** November 9, 2023

**RE:** Second and Final Reading

The Administration, in consultation and under the advisement of the Board's attorneys, has reviewed and recommended the following policies for a second and final reading.

<b><u>POLICY #</u></b>	<b><u>POLICY TITLE</u></b>
4.202	Exceptional Education
4.212	Charter School
4.2121	Charter School Renewal
6.3023	Disciplinary Procedures for Students Receiving Special Education
5.307	Physical Assault Leave
5.311	On-the-Job Injury
6.500	Special Education Students
6.504	Migrant Students

Proposed changes/revisions must receive approval by the Board upon a second and final reading to take effect.

# Hamilton County Board of Education

Monitoring: Review: Annually in October	Descriptor Term: <b>Exceptional Education</b>	Descriptor Code: 4.202	Issued Date: 12/08/22
		Rescinded:	Revised: 11/09/23

1  
2 The Board shall provide access to a free appropriate public education to all students with disabilities  
3 ages 3-21 who reside within the jurisdiction of the district and who are in need of exceptional education  
4 and related services. Implementation of appropriate instruction and exceptional education services shall  
5 be based upon the Individualized Education Program for each student and provided in accordance with  
6 applicable and current federal<sup>1</sup> and state laws,<sup>2</sup> rules and regulations ensuring that the rights of disabled  
7 students and their parents are protected.<sup>3</sup>

8  
9 To the maximum extent appropriate, students with disabilities eligible for exceptional education  
10 services, shall be educated with students who are not disabled. Special classes, separate schooling or  
11 other removal of students with disabilities from the regular education environment shall occur only if  
12 the nature or the severity of the disability is such that education in regular classes cannot be achieved  
13 satisfactorily with the use of supplementary aids and services.

14  
15 A continuum of services shall be available to meet the needs of students with disabilities who are eligible  
16 for exceptional education and related services. Placement determinations for students eligible for  
17 exceptional education and related services shall be made by a group of persons, including the parents (or  
18 adult student) and others knowledgeable about the student. The IEP team will review all data including  
19 evaluation data, the placement option<sup>3</sup>, and the current IEP. At least every three years, the IEP team will  
20 determine the eligibility of the student. Placement decisions must be made in conformity with the least  
21 restrictive environment, determined at least annually, based on the student's IEP, and as close as possible  
22 to the student's zone school. Students with disabilities who are eligible for exceptional education and  
23 related services shall not be removed from education in age-appropriate regular classrooms solely  
24 because of needed modifications in the general education curriculum.

25  
26 Each student with a disability who is eligible for exceptional education and related services must be  
27 given the opportunity to participate with nondisabled students in nonacademic, career and technical, and  
28 extracurricular activities to the maximum extent appropriate to the individual needs of that student.

## 29 30 Legal References:

- 31 1. Education of Individuals with Disabilities 20 U.S. C. Sections 1400-1485.
- 32 2. Section 504 of the Rehabilitation Act of 1973. (Note: 504 of the Rehabilitation Act of 1973 has been  
33 interpreted by the courts to include individuals with contagious diseases to be handicapped.)
- 34 3. TCA 49-10-101 et. seq.
- 35 4. TRR/MS 0520-1-3-.09

# Hamilton County Board of Education

Monitoring: Review: Annually in October	Descriptor Term: <b>Charter School Application Process</b>	Descriptor Code: 4.212	Issued Date: 11/11/21
		Rescinded:	Revised: 11/09/23

1  
2 In the district's capacity as a Tennessee Charter School Authorizer, any prospective charter school  
3 sponsor shall send the Superintendent of Schools and Office of Access & Choice a letter of intent prior  
4 to December 1 of the year preceding the year in which the proposed charter school plans to begin  
5 operation as a public charter school.

6  
7 A sponsor seeking board approval of an initial charter school application must complete the form  
8 provided by the Tennessee Department of Education. In the application, the sponsor must demonstrate  
9 that the proposed charter school meets the purpose prescribed by law for the formation of a charter school  
10 and the proposed charter school will be able to implement a viable program of quality education for its  
11 students.

12  
13 Completed applications must be submitted to the board on or before February 1 by submitting two hard  
14 copies of the application and one electronic copy to the Office of Access & Choice. The sponsor shall  
15 pay an application fee of \$2500. This fee shall be added to the Authorizer Fee Budget maintained by the  
16 Office of Access & Choice, Charter School Office for the primary purpose of covering expenses  
17 associated with the application review team and process.

18  
19 If December 1 or February 1 falls on a Saturday or Sunday, the due date shall be the first business day  
20 following that date.

21  
22  
23  
24 \_\_\_\_\_  
Legal References:

- 25 1. TCA 49-13-107 (f)

\_\_\_\_\_

Cross References:

# Hamilton County Board of Education

Monitoring: Review: Annually in February	Descriptor Term: <b>Charter School Renewal</b>	Descriptor Code: 4.2121	Issued Date: 03/16/23
		Rescinded:	Revised: 11/09/23

1  
2 **RENEWAL APPLICATION**

3  
4 Any school that seeks renewal from the HCS Board of Education (“the Board”) as its authorizer pursuant  
5 to T.C.A. 49-13-121, shall submit a renewal application in accordance with T.C.A. 49-13-121 and any  
6 charter renewal guidance issued by the HCS or the Department of Education. The guidance (found in  
7 HCS Charter School Handbook) shall also include the standards and criteria that shall guide the HCS  
8 Board of Education’s renewal decisions. A school may choose not to submit a renewal application to the  
9 Board of Education, in which case the charter school shall close at the end of its current charter term.

10  
11 The deadline for the submission of all renewal application is no later than April 1 of the year prior to the  
12 year in which the charter expires. This is the 9th year of enrollment.

13  
14 The renewal application shall provide a school with the opportunity to make a clear and compelling case  
15 for renewal, respond to its cumulative performance report, and to submit any corrections or clarifications  
16 for the report. The renewal application shall require the charter school to present evidence supporting its  
17 case for charter renewal that is aligned with the HCS Board of Education’s renewal standards and the  
18 charter school’s performance standards and goals in the charter agreement, as well as any additional  
19 evidence and improvements undertaken during the charter term. The renewal application shall also  
20 require each charter school to present its plan for the next charter term.

21  
22 **RENEWAL CRITERIA**

23  
24 The HCS Board of education shall ensure that renewal decisions are based on demonstrable merit and  
25 grant renewal only to charter schools that have sufficiently met the Board’s high standards, sufficiently  
26 achieved the targets stated in the charter agreement, are organizationally and fiscally viable, have been  
27 faithful to the terms of their charter agreement and applicable law, and present sound academic, financial,  
28 and organizational plans for the next charter term.

29  
30 The Board shall not make renewal decisions on the basis of political or community pressure or solely on  
31 promises of future improvement.

32  
33 Ongoing monitoring, data collection and reporting requirements shall be aligned with the Board’s  
34 renewal standards and criteria.

35  
36 The renewal application shall be evaluated using the TN Model Scoring Rubric for Charter School  
37 Renewal, found in the TN Department of Education’s guidance on “Charter School Renewal  
38 Application.”

39  
40 **RENEWAL APPLICATION REVIEW COMMITTEE**

1 The Charter Schools Coordinator, under direction of the Board, shall assemble a renewal application  
2 review committee comprised of teams of internal and external evaluators with relevant and diverse  
3 educational, organizational (governance and management), financial and legal expertise, as well as a  
4 thorough understanding of the essential principles of public-school autonomy and accountability. The  
5 Board, or it’s designee, shall provide training to the Renewal Review Committee members to ensure  
6 consistent standards and fair treatment of all renewal application reviews.  
7

8 The Renewal Review Committee shall review the renewal application received directly by the Board as  
9 the authorizer.  
10

11 The Board shall ensure that the renewal review process, Renewal Review Committee members, and  
12 decision-making processes are free of conflicts of interest and shall require full disclosure of any  
13 potential or perceived conflicts of interest between Renewal Review Committee members and applicable  
14 charter schools.  
15

16 The Renewal Review Committee members, led by the Charter Schools Coordinator, shall provide an  
17 evidence-based recommendation to the Chair of the HCS Board of Education.  
18

19 The Board shall consider the recommendation of the Renewal Review Committee when rendering a  
20 decision on the renewal, but the Board is not bound by the recommendation. The Board shall meet and  
21 render a decision on or before February 1 of the year following submission of the charter renewal  
22 application. If the Board grants the renewal application, the school shall continue to operate for the  
23 prescribed period of ten (10) academic years (subject to the right of the Board to revoke the charter  
24 agreement), and the Board shall continue to the authorizer.  
25

26 If the Board denies the renewal application, the charter school may appeal to the Tennessee Public  
27 Charter School Commission within ten (10) days of the date of the decision to deny.  
28

29 **RENEWAL CHARTER AGREEMENT**  
30

31 For all charter schools where the HCS Board of Education serves as the authorizer, the Board’s approval  
32 of a charter school’s renewal application is separate and distinct from the Board’s approval of its renewal  
33 charter agreement and a school’s right to remain open.  
34

35 Once a renewal application is approved by the Board, the Board shall negotiate a renewal charter  
36 agreement with the school’s governing body that must be signed by both parties and submitted to the  
37 board for approval.  
38

39  
40 \_\_\_\_\_  
41 Legal References:

- 41 1. T.C.A. 49-13-121
- 42
- 43

40 \_\_\_\_\_  
41 Cross References:

## Hamilton County Board of Education

Monitoring: Review: Annually in October	Descriptor Term: <b>Physical Assault Leave</b>	Descriptor Code: 5.307	Issued Date: 01/15/15
		Rescinded:	Revised: 11/09/23

1  
2 An Employee who is absent from assigned duties as a result of personal injury caused by physical assault  
3 or other violent criminal acts committed in the course of the employee's work activities shall receive  
4 benefits as outlined in the body of the policy.<sup>1</sup>

5  
6 A signed statement listing the cause of the absence shall be provided by the employee's treating physician  
7 and shall promptly be given to the immediate supervisor in support of all claims. A certificate from the  
8 physician on forms furnished by the Director of Schools may also be required periodically to verify the  
9 extent of the injury and document continuing absences.<sup>2</sup>

10  
11 The Board shall provide the following benefits to the employee:

- 12  
13 (a) Legal counsel to advise the employee of his/her legal rights.  
14 (b) When absence from assigned duties is directly caused by such bodily injury, the employee shall  
15 receive full salary and full benefits including, but not limited to, health insurance for up to one  
16 (1) year, until the employee is released by physician to return to work or is determined by  
17 physician to be permanently and totally disabled from return to work, whichever occurs first.  
18 (c) The Board shall reimburse an employee for the actual value of any personal property damaged  
19 or destroyed during such physical attack, in excess of any valid and collectible insurance in effect  
20 at the time of the attack.  
21 (d) A leave of absence for personal injury resulting from an assault or other violent criminal act shall  
22 not be charged to the employee's sick leave, personal leave, or professional leave.  
23 (e) Leave runs concurrently with other leaves of absence including FMLA, Extended Leave, On the  
24 Job Injury/Illness (OJI) Leave, TN Maternity, and/or other applicable leaves.

25  
26 The benefits shall be provided under the following conditions:

- 27  
28 (a) The employee promptly files an official complaint, giving complete details of the physical attack,  
29 with the governmental agency having police jurisdiction in the matter.  
30 (b) The employee must have been performing his duties in a reasonable and prudent manner.  
31 (c) The physical assault must not have been provoked by the employee.

32  
33 Employees remain responsible for payment of the employee portion of benefit premiums. Additionally,  
34 employees may only adjust after-tax benefit plans which are outside of Section 125 of the Internal  
35 Revenue Code unless the employee qualifies under the Section 125 rules due to a major life event or  
36 open enrollment.

37  
38  
39 Legal References:

- 40 1. TCA 49-5-714 (a); TRR/MS 0520-1-2-.04 (4)  
41 2. TCA 49-5-710 (a)(7)(8); TCA 49-6-2008(d)

39 Cross References:

40 Extended Leaves of Absence 5.304

## Hamilton County Board of Education

Monitoring: Review: Annually in October	Descriptor Term: <b style="text-align: center;">On-the-Job-Injury</b>	Descriptor Code: 5.311	Issued Date: 11/20/14
		Rescinded:	Revised: 11/09/23

1  
2 In the event that an employee experiences an on-the-job injury (OJI), the employee should notify their  
3 supervisor immediately. Absence due to an injury incurred by an employee while performing duties  
4 within the course and scope of his/her assignment which renders the employee unable to perform normal  
5 duties shall not be charged against the employee's accumulated sick leave to a maximum of twenty (20)  
6 working days per separate incident, provided that the employee alleging such injury files or causes to be  
7 filed a completed copy of the specified OJI report form with the Risk Management Office within five  
8 (5) working days of the incident. If the injury occurs while the employee is on a Board approved activity  
9 outside of the district, the employee shall file or cause to be filed the OJI report within five (5) working  
10 days of the return date. The Board reserves the right to require a physician's statement to verify the  
11 employee's inability to perform normal duties. Electronic copies of OJI procedures and forms can be  
12 found on our website; employees can contact the Risk Management Office for assistance.

13  
14 Failure to file a First Report of Occupational Injury or Illness report within the five (5) working day  
15 period following the incident or diagnosis may relieve the Board of any responsibility under this section.  
16 Forms are available at each building site or on the HCDE website.

17  
18 The Board agrees to pay all medical expenses directly related to the on-the-job injury as directed by the  
19 treating occupational medicine physician assigned by the school system.

20  
21 For purposes of this section, treatment of documented pre-existing conditions, injuries resulting from  
22 employee horseplay or fighting, violation of safety rules and drug and alcohol policy are excluded.

23  
24 If the injury requires that an employee be absent from assigned duties for more than twenty (20) working  
25 days, the employee has the option to either: use accumulated sick leave days or receive weekly OJI  
26 compensation equivalent to those payable under the State of Tennessee Worker's Compensation law.

27  
28 On-the Job Injury coverage shall begin upon arrival at the work site and continue until the employee  
29 leaves the work site while performing duties normally associated with the employee's position and/or  
30 duties which have been previously assigned or permitted by the employee's supervisor.

31  
32 If an employee has been receiving OJI benefits for twelve (12) months, the employee may apply for  
33 long-term disability benefits. If approved by the carrier, the employee shall accept long-term disability  
34 benefits and on-the-job benefits will cease.

35  
36 In the event the injury is the result of a student's actions, and the student's actions do not constitute  
37 physical assault or other violent criminal acts within the meaning of Board Policy 5.307 (Physical  
38 Assault Leave Policy), the Board shall provide the following benefits to the employee:

- 39  
40 a) When absence from assigned duties is directly caused by such bodily injury, the employee shall  
41 receive regular salary and benefits for the period of such absence up to twenty (20) working days  
42 per separate incident and shall not forfeit any accumulated leave. Thereafter, for up to one (1)

1 year following the event, the employee shall receive board-paid and weekly compensation  
2 benefits equivalent to that which is provided by the Tennessee Workers' Compensation Law  
3 while under a physician's care.

4 b) The Board shall reimburse an employee for the actual value of any personal property damaged  
5 or destroyed during such physical injury in excess of any valid and collectible insurance in effect  
6 at the time of the event.

7 c) The Board shall assume all medical costs incurred by an employee as a result of such bodily  
8 injury for up to one (1) year following the event.  
9

10 In the event the injury is the result of a physical assault or other violent criminal act within the meaning  
11 of Board Policy 5.307 (Physical Assault Leave Policy), the Board shall pay the difference between the  
12 employee's full salary and the OJI benefits for up to one (1) year, until the employee is released by the  
13 teacher's physician to return to work or is determined by their physician to be permanently and totally  
14 disabled from returning to work, whichever occurs first.<sup>1</sup>  
15

16 The Board shall reimburse an employee for the actual value of any personal property damaged or  
17 destroyed during such physical injury in excess of any valid and collectible insurance in effect at the  
18 time of the event. The Board shall assume all medical costs incurred by an employee as a result of such  
19 bodily injury for up to one (1) year following the event.  
20

21 OJI leave runs concurrently with other leaves of absence including FMLA, Extended Leave, TN 26  
22 Maternity, Physical Assault and/or other applicable leaves.  
23

24 Employees remain responsible for payment of the employee portion of benefit premiums. Additionally,  
25 employees may only adjust after-tax benefit plans which are outside of Section 125 of the Internal  
26 Revenue Code unless the employee qualifies under the Section 125 rules due to a major life event or  
27 open enrollment.  
28

29 \_\_\_\_\_  
30 Legal References:  
31 TCA § 49-5-714

\_\_\_\_\_   
Cross References:  
Physical Assault Leave 5.307

# Hamilton County Board of Education

Monitoring: Review: Annually in October	Descriptor Term: <b>Special Education Students</b>	Descriptor Code: 6.500	Issued Date: 12/12/19
		Rescinded:	Revised: 11/09/23

1  
2 Special education students between the ages of three (3) and twenty-one (21), inclusive, shall receive the  
3 benefit of a free and appropriate public education. These students shall be educated with the general  
4 student population to the maximum extent appropriate and should be placed in separate or special classes  
5 only when the severity of the disability is such that education in general education classes, even with the  
6 use of supplementary aids and services, cannot be accomplished satisfactorily.<sup>1</sup>

7  
8 Eligibility standards and options of service for special education services shall be based upon the criteria  
9 specified in state regulations.<sup>2</sup>

10  
11 Students receiving special education services shall not be restrained, except as permitted by state law  
12 and regulations.<sup>3,4</sup> The Director of Schools shall develop administrative procedures to govern the  
13 following:

- 14 1. Personnel authorized to use isolation and restraint;
- 15 2. Training requirements for personnel working with special education students; and
- 16 3. Incident reporting procedures.<sup>4</sup>

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Legal References:

- 21 1. TCA 49-10-103(c)
- 22 2. TRR/MS 0520-01-09-.01
- 23 3. TCA 49-10-1301 to 1307
- 24 4. TRR/MS 0520-01-09-.23

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Cross References:

- Exceptional Education 4.202  
Compulsory Attendance Ages 6.201  
Alternative School Programs 6.310

# Hamilton County Board of Education

Monitoring: Review: Annually in October	Descriptor Term: <b>Migrant Students</b>	Descriptor Code: 6.504	Issued Date: 06/15/23
		Rescinded:	Revised: 11/09/23

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Definition of a Migratory Child According to Title I, Part C §§ 1115(b)(1)(A) and 1309(2), a child is eligible for the services provided by the Migrant Education Program (MEP) if the following conditions are met: 1) The child is between 3 and 21 years of age; and 2) The child is entitled to a free public education (through grade 12) under state law or is below the age of compulsory school attendance; and 3) The child is a migratory agricultural worker or a migratory fisher, or the child has a parent, spouse, or guardian who is a migratory agricultural worker or a migratory fisher; and 4) The child or child's parent(s) moved within the preceding 36 months in order to seek or obtain qualifying work, or to accompany or join the migratory agricultural worker or migratory fisher identified in condition 3 above, in order to seek or obtain qualifying work; and 5) With regard to the move identified in condition 4, above, the child has moved from one LEA to another.

The Director of Schools will designate a staff member to support the delivery of the preliminary screening tool, the Occupational Survey (OS) which supports the identification of migratory students in the district, as required by law, and to develop written administrative procedures for ensuring that migrant students receive services for which they are eligible. The state Migrant Education Program (MEP) contractor formalizes the identification of the migrant student.

In developing and implementing a program to address the needs of migratory students the district will:

1. Identify migratory students and assess the educational and related health and social needs of each student.
2. Provide a full range of services to migrant students including applicable Title I programs, special education, gifted education, vocational education, language programs, counseling programs, elective classes, fine arts classes, etc.
3. Provide migratory children with the opportunity to meet the same statewide academic content and student academic achievement.
4. To the extent feasible, provide advocacy and outreach programs to migratory students and their families and professional development for district staff.
5. Provide parents an opportunity for meaningful participation in the program.

If a migrant student is identified by the state MEP contractor, the LEA will identify the needs of migratory students and to the extent feasible provide advocacy and outreach programs to migratory students and their families, and professional development for district staff. The Director of Schools or designee will notify the Tennessee Department of Education and request assistance if needed.

Legal References:  
20 USCA 6318; 20 USCA 6391

Cross References:  
Time Schedules and Extra Duty 5.602

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
3074 HICKORY VALLEY ROAD  
CHATTANOOGA, TN. 37421**

**MEMORANDUM**

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

**FROM:** Dr. Zac Brown  
Chief Talent Officer

**DATE:** November 9, 2023

**RE:** Request for new and updated job class description:

In alignment with policy 5.103 and 5.101, the following new and updated job class description is presented to you for review. The updates include job descriptions being updated to reflect the current essential job responsibilities of existing job classes.

**Job Class Descriptions**

Job Title	Purpose
Project Manager (vacant)	The purpose of this job is to analyze, organize, manage, and plan complex projects for the district.
Project Manager – Comprehensive Socioeconomic Diversity Plan Focus (vacant)	The purpose of this job is to analyze, organize, manage, and plan complex projects for the district. The project manager selected will focus on the Comprehensive Socioeconomic Diversity Plan project. They will convene the planning committee, facilitate the comprehensive needs assessment, coordinate family and community outreach activities, conduct teacher and student focus groups, and manage the implementation of the grant’s goals, objectives, and outcomes. They will closely collaborate with the planning committee, project consultants, and community stakeholders to facilitate the implementation of the grant project.
Alternative Setting Transition Case Manager (vacant)	The purpose of the job is to manage the transition from an alternative setting to the student’s school of origin. They will increase students’ protective factors, provide individualized transition support, and engage families as a change agent by developing students’ ability to

	self-regulate, build strong relationships, and make positive choices.
Student Safety Officer Trainer	The purpose of the job is to develop, provide and implement training on relevant topics including child development, disabilities, mental health, de-escalation, etc., from a law enforcement perspective to ensure all SSOs are equipped to handle student behavioral issues in a trauma-informed, respectful, and equitable manner. Additionally, they will assist Hamilton County Schools by providing additional training district and school-based staff.

Enclosure: Job Descriptions (4)



# Hamilton County Schools Job Description

<b>Job Title:</b>	Project Manager - Comprehensive Socioeconomic Diversity Plan	<b>FLSA Status:</b>	Exempt
<b>Job Class and Grade:</b>	V437 Grade: J	<b>Reports To:</b>	Chief

## Purpose of Job

The purpose of this job is to analyze, organize, manage, and plan complex projects for the district. The project manager selected will focus on the Comprehensive Socioeconomic Diversity Plan project. They will convene the planning committee, facilitate the comprehensive needs assessment, coordinate family and community outreach activities, conduct teacher and student focus groups, and manage the implementation of the grant's goals, objectives, and outcomes. They will closely collaborate with the planning committee, project consultants, and community stakeholders to facilitate the implementation of the grant project.

## Primary Job Duties and Responsibilities

Project Specific Responsibilities:

- Drafting the final Comprehensive Socioeconomic Diversity Plan and coordinating the review and editing process.
- Assist in developing a presentation to share the final plan with the community and school board.
- Ensure the plan is uploaded and maintained on the HCDE website with contact information for feedback, and will be responsible for responding to community inquiries concerning the plan.
- Identifying and recruiting a diverse, interdisciplinary network of at least seven (7) community stakeholders to participate in the planning process
- Scheduling planning committee meetings, preparing agendas, leading meetings, coordinating attendance logs and meeting minutes, and sending follow-up action items to the group
- Meeting with district and community representatives to inform stakeholders of the project's goals and objectives, seek additional insight to share with the planning committee, and to ensure a diverse array of perspectives are incorporated into the planning process
- Ensuring adherence to the project timeline and management plan to accomplish the project's goals, objectives, and outcomes on time and within budget
- Communicating with the Chief Strategy Officer, Chief of Equity and Advocacy, Director of Transportation, Family and Community Engagement team, Data and Information Systems staff, and Accountability and Research staff to share project needs and acquire resources to support the work
- Coordinating with the Community Engagement Consultant and Family and Community Engagement team to conduct family and student surveys
- Coordinating with Data and Information Systems staff to identify and gather data necessary to inform the project
- Coordinating with Finance and Grant staff to draw down funds, complete expenditure and program reports, and process grant modification requests
- Researching sustainability paths for continuing the work beyond the end of the Federal grant and identifying potential sources of funding to support the implementation of the comprehensive plan



## Hamilton County Schools Job Description

- With the Chief Strategy Officer, presenting the comprehensive plan to the Hamilton County Board of Education and other community leadership entities

### General Responsibilities:

- Delegates work and assignments to team members based on expertise, work experience, and time constraints.
- Leads an interdepartmental team to complete an assigned project on time, to specifications, and with accuracy and efficiency.
- Outlines the tasks involved in the project and delegates accordingly.
- Conducts cost analysis, estimating expected costs for the project.
- Prepares and implements a budget based on estimates.
- Conducts risk assessments; reports identified risks to management; provides recommendations for mitigation of risk (including termination of the project if appropriate).
- Addresses questions, concerns, and/or complaints throughout the project.
- Acts as a liaison between company, customers, and vendors.
- Ensures compliance with federal, state, local, industry, contractual, and company regulations, standards, specifications, and best practices.
- Communicate with key stakeholders to determine project requirements and objectives.
- Create project status presentations for delivery to customers or project personnel.
- Develop or update project plans including information such as objectives, technologies, schedules, funding, and staffing.
- Identify project needs such as resources, staff, or finances by reviewing project objectives and schedules.
- Identify, review, or select vendors or consultants to meet project needs.
- Monitor project milestones and deliverables.
- Monitor the performance of project team members to provide performance feedback.
- Negotiate with project stakeholders or suppliers to obtain resources or materials.
- Plan, schedule, or coordinate project activities to meet deadlines.
- Produce and distribute project documents.
- Propose, review, or approve modifications to project plans.
- Report project status, such as budget, resources, technical issues, or customer satisfaction, to managers.
- Schedule or facilitate project meetings.
- Submit project deliverables to clients, ensuring adherence to quality standards.
- Follows established procedures for ensuring assigned areas are safe.
- Communicates through the proper channels to keep supervisor and other appropriate personnel informed of impending problems or events of unusual nature.
- Works collaboratively with supervisor, administration, employees, students, and other stakeholders.
- Attends work and arrives to work on time.
- Maintains confidentiality.
- Adheres to the Teacher Code of Ethics as defined by Tennessee Law and Code of Professional Conduct as defined by Board Policy 5.6011.
- Complies with accounting and financial policies and procedures, as well as other Board policies.
- Uses computers and other technology to enter and access information related to essential job functions.



## Hamilton County Schools Job Description

- Performs other duties as assigned.

### Knowledge, Skills, and Abilities

#### Knowledge/Education/Experience:

- Bachelor's degree in business administration, human services, education or related field required.
- Master's degree in related field preferred.
- Five (5) years of experience managing projects, including enterprise level projects or equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.
- PMP, PgMP, CAPM, and/or comparable project management certifications highly desirable.

#### Skills/Qualifications:

- Excellent verbal and written communication skills.
- Excellent interpersonal and customer service skills.
- Excellent organizational skills and attention to detail.
- Excellent time management skills with a proven ability to meet deadlines.
- Strong analytical and problem-solving skills.
- Strong supervisory and leadership skills.
- Ability to prioritize tasks and to delegate them when appropriate.
- Thorough understanding of or the ability to quickly learn about the project or product being developed.
- Proficient with Microsoft Office Suite or related software.

#### Compensation:

Salary is based on a combination of relevant education and experience.

Grade: J

Minimum Salary: \$62,907

[Salary Scale](#)



# Hamilton County Schools Job Description

## Abilities/Physical Requirements:

ACTIVITY	FREQUENCY				ACTIVITY	FREQUENCY			
	N	O	F	C		N	O	F	C
<b>Lift/Carry:</b>					Twist				x
10 lbs or less				x	Turn (pivot)				x
11-20 lbs			x		Climb		x		
21-50 lbs		x			Crawl		x		
51-100 lbs	x				Reach Above			x	
100+ lbs	x				Reach Outward				x
<b>Push Pull:</b>					Fine Motor Tasks				x
10 lbs or less				x	Stand			x	
11-20 lbs			x		Walk			x	
21-50 lbs		x			Sit			x	
51-100 lbs	x								
100+ lbs	x				Drive		x		
					Automatic – N/A				
Bend				x	Standard – N/A				
Squat			x						
Kneel		x			Type/Keyboard				x
<b>Key:</b>									
N=Never 0% of time ; O= Occasional 1-33% of time; F=Frequent 34-66% of time C=Constant 67-100% of time									

Hamilton County Board of Education, Tennessee, is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Board of Education will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



# Hamilton County Schools Job Description

<b>Job Title:</b>	Project Manager	<b>FLSA Status:</b>	Exempt
<b>Job Class and Grade:</b>	V437 Grade: J	<b>Reports To:</b>	Chief
<b>Purpose of Job</b>			
The purpose of this job is to analyze, organize, manage, and plan complex projects for the district.			
<b>Primary Job Duties and Responsibilities</b>			
<ul style="list-style-type: none"> <li>● Delegates work and assignments to team members based on expertise, work experience, and time constraints.</li> <li>● Leads an interdepartmental team to complete an assigned project on time, to specifications, and with accuracy and efficiency.</li> <li>● Outlines the tasks involved in the project and delegates accordingly.</li> <li>● Conducts cost analysis, estimating expected costs for the project.</li> <li>● Prepares and implements a budget based on estimates.</li> <li>● Conducts risk assessments; reports identified risks to management; provides recommendations for mitigation of risk (including termination of the project if appropriate).</li> <li>● Addresses questions, concerns, and/or complaints throughout the project.</li> <li>● Acts as a liaison between company, customers, and vendors.</li> <li>● Ensures compliance with federal, state, local, industry, contractual, and company regulations, standards, specifications, and best practices.</li> <li>● Communicate with key stakeholders to determine project requirements and objectives.</li> <li>● Create project status presentations for delivery to customers or project personnel.</li> <li>● Develop or update project plans including information such as objectives, technologies, schedules, funding, and staffing.</li> <li>● Identify project needs such as resources, staff, or finances by reviewing project objectives and schedules.</li> <li>● Identify, review, or select vendors or consultants to meet project needs.</li> <li>● Monitor project milestones and deliverables.</li> <li>● Monitor the performance of project team members to provide performance feedback.</li> <li>● Negotiate with project stakeholders or suppliers to obtain resources or materials.</li> <li>● Plan, schedule, or coordinate project activities to meet deadlines.</li> <li>● Produce and distribute project documents.</li> <li>● Propose, review, or approve modifications to project plans.</li> <li>● Report project status, such as budget, resources, technical issues, or customer satisfaction, to managers.</li> <li>● Schedule or facilitate project meetings.</li> <li>● Submit project deliverables to clients, ensuring adherence to quality standards.</li> <li>● Follows established procedures for ensuring assigned areas are safe.</li> <li>● Communicates through the proper channels to keep supervisor and other appropriate personnel informed of impending problems or events of unusual nature.</li> <li>● Works collaboratively with supervisor, administration, employees, students, and other stakeholders.</li> </ul>			



# Hamilton County Schools Job Description

- Attends work and arrives to work on time.
- Maintains confidentiality.
- Adheres to the Teacher Code of Ethics as defined by Tennessee Law and Code of Professional Conduct as defined by Board Policy 5.6011.
- Complies with accounting and financial policies and procedures, as well as other Board policies.
- Uses computers and other technology to enter and access information related to essential job functions.
- Performs other duties as assigned.

## Knowledge, Skills, and Abilities

### Knowledge/Education/Experience:

- Bachelor's degree in business administration, human services, education or related field required.
- Master's degree in related field preferred.
- Five (5) years of experience managing projects, including enterprise level projects or equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.
- PMP, PgMP, CAPM, and/or comparable project management certifications highly desirable.

### Skills/Qualifications:

- Excellent verbal and written communication skills.
- Excellent interpersonal and customer service skills.
- Excellent organizational skills and attention to detail.
- Excellent time management skills with a proven ability to meet deadlines.
- Strong analytical and problem-solving skills.
- Strong supervisory and leadership skills.
- Ability to prioritize tasks and to delegate them when appropriate.
- Thorough understanding of or the ability to quickly learn about the project or product being developed.
- Proficient with Microsoft Office Suite or related software.

### Compensation:

Salary is based on a combination of relevant education and experience.

Grade: J

Minimum Salary: \$62,907

[Salary Scale](#)



# Hamilton County Schools Job Description

## Abilities/Physical Requirements:

ACTIVITY	FREQUENCY				ACTIVITY	FREQUENCY			
	N	O	F	C		N	O	F	C
<b>Lift/Carry:</b>					Twist				x
10 lbs or less				x	Turn (pivot)				x
11-20 lbs			x		Climb		x		
21-50 lbs		x			Crawl		x		
51-100 lbs	x				Reach Above			x	
100+ lbs	x				Reach Outward				x
<b>Push Pull:</b>					Fine Motor Tasks				x
10 lbs or less				x	Stand			x	
11-20 lbs			x		Walk			x	
21-50 lbs		x			Sit			x	
51-100 lbs	x								
100+ lbs	x				Drive		x		
					Automatic – N/A				
Bend				x	Standard – N/A				
Squat			x						
Kneel		x			Type/Keyboard				x
<b>Key:</b>									
N=Never 0% of time ; O= Occasional 1-33% of time; F=Frequent 34-66% of time C=Constant 67-100% of time									

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# Hamilton County Schools Job Description

<b>Job Title:</b>	Alternative Setting Transition Case Manager	<b>FLSA Status:</b>	Non-Exempt
<b>Job Class and Grade:</b>	E085 Grade: H Working Days: 211	<b>Reports To:</b>	Coordinator, Supervisor, or Director
<b>Purpose of Job</b>			
<p>The purpose of the job is to manage the transition from an alternative setting to the student's school of origin. They will increase students' protective factors, provide individualized transition support, and engage families as a change agent by developing students' ability to self-regulate, build strong relationships, and make positive choices.</p>			
<b>Primary Job Duties and Responsibilities</b>			
<ul style="list-style-type: none"> <li>● Receive referrals from alternative settings and obtain necessary documentation from LEA. Assist in scheduling and coordinating needed evaluations.</li> <li>● Review goals and priorities as identified by the Equity and Advocacy Department and alternative settings.</li> <li>● Coordinate with students and school personnel to reach academic and vocational outcomes as applicable.</li> <li>● Provide guidance to personnel on how to help students achieve goals and objectives.</li> <li>● Ensure that all recipients' records are properly maintained, stored and kept confidential at all times.</li> <li>● Lead the alternative settings and district team to select appropriate curricula for working with students. Implement appropriate curricula or demonstrate creativity in developing programs/training to assist personnel.</li> <li>● Provide guidance to alternative settings and district personnel on how to help students receive identified services in order to achieve goals and objectives.</li> <li>● Collaborate with community partners to schedule, plan, and attend events and training to further ensure student goals are met.</li> <li>● Attend IEP meetings as needed to report student progress and to explain the process for referral.</li> <li>● Handle student, work site, and/or district complaints and work to resolve the problem.</li> <li>● Assist students and their families in completing necessary documentation for post-secondary education application and financial aid assistance as needed.</li> <li>● Maintain a high level of confidentiality, a professional demeanor, and represent both organizations in a positive manner at all times</li> <li>● Ensure all monthly reporting is completed accurately and sent to designated personnel timely each month. Receive referrals from district personnel and inform supervisor of any new referrals.</li> <li>● Document student progress and complete other documentation necessary for student's future employment.</li> <li>● Understand and keep up to date with new technology, community resources, and assistive devices available to students.</li> <li>● Follows established procedures for ensuring assigned areas are safe.</li> <li>● Communicates through the proper channels to keep supervisor and other appropriate personnel informed of impending problems or events of unusual nature.</li> <li>● Works collaboratively with supervisor, administration, employees, students, and other stakeholders.</li> <li>● Attends work and arrives to work on time.</li> </ul>			



## Hamilton County Schools Job Description

- Maintains confidentiality.
- Adheres to the Teacher Code of Ethics as defined by Tennessee Law and Code of Professional Conduct as defined by Board Policy 5.6011.
- Complies with accounting and financial policies and procedures, as well as other Board policies.
- Uses computers and other technology to enter and access information related to essential job functions.
- May operate a motor vehicle to conduct various work activities.
- Performs other duties as assigned.

### Knowledge, Skills, and Abilities

#### Knowledge/Education/Experience:

- Bachelor's degree in education, human services, or related field required.
- Master's degree in related fields preferred.
- Two (2) years experience in serving high risk student populations, social services, teaching, or other student services required, or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job..
- Must possess a valid state-issued driver's license

#### Skills/Qualifications:

- Knowledge of federal, state, and local laws, rules, regulations, policies and procedures relating to student discipline.
- Demonstrate excellent verbal and written communication skills to deal effectively with students, educators, Board members, parents, and community members.
- Excellent interpersonal and customer service skills.
- Excellent organizational skills and attention to detail.
- Excellent time management skills with a proven ability to meet deadlines.

#### Compensation:

Salary is based on a combination of relevant education and experience.

Grade: H

Minimum Salary: \$45,180

[Salary Scale](#)



# Hamilton County Schools Job Description

## Abilities/Physical Requirements:

ACTIVITY	FREQUENCY				ACTIVITY	FREQUENCY			
	N	O	F	C		N	O	F	C
<b>Lift/Carry:</b>					Twist				x
10 lbs or less				x	Turn (pivot)				x
11-20 lbs				x	Climb		x		
21-50 lbs			x		Crawl		x		
51-100 lbs		x			Reach Above			x	
100+ lbs	x				Reach Outward				x
<b>Push Pull:</b>					Fine Motor Tasks				x
10 lbs or less				x	Stand			x	
11-20 lbs				x	Walk			x	
21-50 lbs			x		Sit			x	
51-100 lbs		x							
100+ lbs	x				Drive		x		
					Automatic – N/A				
Bend				x	Standard – N/A				
Squat			x						
Kneel		x			Type/Keyboard				x
<b>Key:</b>									
N=Never 0% of time ; O= Occasional 1-33% of time; F=Frequent 34-66% of time C=Constant 67-100% of time									

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# Hamilton County Schools Job Description

<b>Job Title:</b>	Student Safety Officer Trainer	<b>FLSA Status:</b>	Non-Exempt
<b>Job Class and Grade:</b>	E212 Grade: G Working Days: 221	<b>Reports To:</b>	Coordinator
<b>Purpose of Job</b>			
<p>The purpose of the job is to develop, provide and implement training on relevant topics including child development, disabilities, mental health, de-escalation, etc., from a law enforcement perspective to ensure all SSOs are equipped to handle student behavioral issues in a trauma-informed, respectful, and equitable manner. Additionally, they will assist Hamilton County Schools by providing additional training district and school-based staff.</p>			
<b>Primary Job Duties and Responsibilities</b>			
<ul style="list-style-type: none"> <li>● Provide ongoing mental health and violence prevention/intervention training to SSOs from a law enforcement perspective.</li> <li>● Develop, provide and implement training on relevant topics including child development, disabilities, mental health, de-escalation, etc., from a law enforcement perspective to ensure all SSOs are equipped to handle student behavioral issues in a trauma-informed, respectful, and equitable manner.</li> <li>● The dedicated SSO Trainer will provide training in and will collaborate to identify training needs and establish a cohesive and comprehensive approach to reducing school violence.</li> <li>● Develop, provide, and carry out other training as adopted by district and state requires.</li> <li>● Collaborate with the Social Emotional and Academic Department, including school social workers.</li> <li>● Assist with TCIS training for staff.</li> <li>● Assist with developing training and provide training to district personnel as appropriate and needed.</li> <li>● Reviews current safety training and recommends revisions, improvements, and updates.</li> <li>● Submits recommendations for improvements and additions to the safety management program including emergency preparedness, accident prevention, general safety, and risk management.</li> <li>● Develops and fosters communication with the patrolling law enforcement agency that serves your assigned schooling district with the law enforcement agencies that serve the schools in their community.</li> <li>● Follows established procedures for ensuring assigned areas are safe.</li> <li>● Communicates through the proper channels to keep supervisors and other appropriate personnel informed of impending problems or events.</li> <li>● Works collaboratively with supervisors, administration, employees, students, and other stakeholders.</li> <li>● Attends work and arrives to work on time.</li> <li>● Maintains confidentiality.</li> <li>● Adheres to the Teacher Code of Ethics as defined by Tennessee Law and Code of Professional Conduct as defined by Board Policy 5.6011.</li> <li>● Complies with accounting and financial policies and procedures, and Board policies.</li> <li>● Uses computers and other technology to enter and access information related to essential job functions.</li> <li>● May operate a motor vehicle to conduct various work activities.</li> <li>● Performs other duties as assigned.</li> </ul>			



# Hamilton County Schools Job Description

## Knowledge, Skills, and Abilities

### Knowledge/Education/Experience:

- High School Diploma or GED required.
- Associates degree in Law Enforcement, Criminal Justice, or Business Management preferred.
- At least five years of safety and/or security experience required.
- Advanced training or certification in safety and security preferred.
- Ability to qualify for appropriate licensure or TN certified instructor.
- Weapons qualifications at or above established standards.
- Certified in First Aid, CPR and “Stop the Bleed” Instructor.
- One (1) school year experience as Student Security Officer required.
- Experience in teaching/training adults.
- Maintain a current TN Armed Security Guard license.

### Skills/Qualifications:

- Ability to travel throughout the District facility as required to conduct safety inspections.
- Ability to communicate verbally and in writing.
- Ability to keep and maintain records.
- Knowledge of and ability to use a portable radio.
- Use of basic computer skills.

### Compensation:

Salary is based on a combination of relevant education and experience.

Grade: G

Minimum Salary: \$42,630

[Salary Scale](#)



# Hamilton County Schools Job Description

## Abilities/Physical Requirements:

ACTIVITY	FREQUENCY				ACTIVITY	FREQUENCY			
	N	O	F	C		N	O	F	C
<b>Lift/Carry:</b>					Twist				x
10 lbs or less				x	Turn (pivot)				x
11-20 lbs				x	Climb		x		
21-50 lbs			x		Crawl		x		
51-100 lbs		x			Reach Above				x
100+ lbs	x				Reach Outward				x
<b>Push Pull:</b>					Fine Motor Tasks				x
10 lbs or less				x	Stand				x
11-20 lbs				x	Walk				x
21-50 lbs			x		Sit			x	
51-100 lbs		x							
100+ lbs	x				Drive		x		
					Automatic – N/A				
Bend				x	Standard – N/A				
Squat			x						
Kneel		x			Type/Keyboard				x
<b>Key:</b>									
N=Never 0% of time ; O= Occasional 1-33% of time; F=Frequent 34-66% of time C=Constant 67-100% of time									

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**Hamilton County Department of Education  
3074 Hickory Valley Road  
Chattanooga, Tennessee 37421**

**MEMORANDUM**

**To:** Dr. Justin Robertson, Superintendent  
Joe Smith, HCS Board Chairman

**From:** Dr. Zac Brown

**Date:** November 9, 2023

**Subject:** 2023 LEA Compliance Report

Local Education Agencies (LEA) are required to comply with all federal and state education laws and State Board of Education rules. The annual compliance report is one mechanism TDOE uses to ensure education laws and rules are faithfully executed.

Each year, the LEA is required to submit the Local Education Agency Compliance Report and Corrective Action Plan to the School Board for approval.

Enclosed:

2023 Local Education Agency Compliance Report signature page  
HCS Corrective Action Plan



## 2023 Local Education Agency Compliance Report

Local education agencies (LEAs) are required to comply with all federal and state education laws and State Board of Education (SBE) rules. This annual compliance report is one mechanism the department uses to ensure education laws and rules are faithfully executed. The commissioner of education is charged with taking corrective action when an LEA is noncompliant with those laws and rules or is not following a department-approved compliance plan.

Each LEA must submit this report and, if applicable, the corresponding corrective action plan, to the department by **November 30, 2023**. During completion, an LEA should carefully check the status of its compliance with all federal and state education laws and SBE rules. The department monitors and verifies LEA compliance via multiple data sources (e.g., Education Information System, internal program managers) and will consider those sources in making a final determination of an LEA's compliance. Please be advised annual compliance report data may inform an LEA's approval classification.

- I certify that the LEA is in compliance with all federal and state education laws and SBE rules.
- I certify that, with the exception of areas indicated in the **attached corrective action plan**, the LEA is in compliance with all federal and state education laws and SBE rules.

**LEA Name:** Hamilton County Department of Education

**Director of Schools/Superintendent Name:** Dr. Justin Robertson

**Director of Schools/Superintendent Signature:**

**School Board Chair Name:** Joe Smith

**School Board Chair Signature:**

**Date of School Board Approval:** 11/9/2023

**UPLOAD COMPLETED REPORT TO ePlan BY NOVEMBER 30, 2023**

(including the corresponding corrective action plan if applicable).

Upload instructions are accessible [here](#).

**LEA: Hamilton County Department of Education**

Area of Noncompliance	Scope and Reason(s) for Noncompliance	Corrective Action Step(s)	Person(s) Responsible	Anticipated Completion Date(s)
Employment Standards	Educator not properly endorsed.	HCDE applied for a waiver for the proper endorsement on 8/3/2023 for 2023-2024 school year.	Anne Barbieri	Issued 8/4/2023 Effective 8/3/2023 – 6/30/2024



**HAMILTON**  
**COUNTY**  
**SCHOOLS**

**Hamilton County Schools**  
**Operations Office**  
**3074 Hickory Valley Rd**  
**Chattanooga, TN 37421**  
**(423) 498-7023**

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**Memorandum**

To: Hamilton County Board of Education  
Justin Robertson, EdD  
Superintendent

From: Robert Sharpe, EdD  
Chief Operations Officer

Date: November 9, 2023

Re: Memorandum of Agreement with Funds for Excellence for Turf Fields

I am requesting that the board approve the attached Memorandum of Agreement between Hamilton County Schools and the Hamilton County Schools Fund for Excellence. The purpose of this MOA is to provide turf fields to be installed at Soddy Daisy High School and Ooltewah High School.

A second attachment is included in the packet. This letter, from the Office of the County Mayor provides additional context and support for the project.



**HAMILTON COUNTY, TENNESSEE**  
**OFFICE OF THE COUNTY MAYOR**  
**WESTON WAMP**

Dr. Justin Robertson,

On July 26th, the Hamilton County Commission gave its approval to allow the sale of formerly county-owned land at the Silverdale Industrial Park, enabling U.S. Xpress to sell the property to HCA Healthcare. Through discussions with U.S. Xpress, we were able to secure a generous \$2 million donation to the Fund for Excellence to support their efforts to improve public school athletic facilities. Per this agreement, the funds were donated to install turf fields at Ooltewah High School and Soddy Daisy High School, impacting both sides of our county.

This donation helps jump start Fund for Excellence's efforts to upgrade all fields in Hamilton County. It sets a new standard for private investment in our schools and establishes a benchmark for future partnerships. Our goal is to level the playing field for all students across the county.

Public-private partnerships like this are key to improving our schools. Together, we can ensure Hamilton County offers first-class educational opportunities and facilities for all of our students.

A handwritten signature in black ink, appearing to read "Weston Wamp".

Weston Wamp  
Hamilton County Mayor

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE**  
**HAMILTON COUNTY SCHOOLS**  
**AND THE**  
**HAMILTON COUNTY SCHOOLS FUND FOR EXCELLENCE**  
**REGARDING THE DONATION OF FUNDS**  
**FOR THE**  
**INSTALLATION OF ARTIFICIAL TURF FIELDS**

Pursuant to an agreement dated August 25, 2023, between U.S. Xpress, Inc., Associated Developments, LLC (collectively “USX”), the Hamilton County Schools Fund for Excellence (hereafter, “FFE”), and Hamilton County, Tennessee, USX has donated two million dollars (\$2,000,000.00) to FFE subject to certain terms and conditions, specifically that these funds will be used to install artificial turf athletic fields at schools in Hamilton County.

The Hamilton County Schools and FFE do hereby enter into this Memorandum of Agreement to effectuate this donation and to specify their respective roles and responsibilities. In particular, they agree as follows:

1. The Hamilton County Schools will select two high schools where the artificial turf fields will be installed. Consideration should be given to the system’s facilities plan, the potential of the fields to benefit both boys’ and girls’ sports, and the capacity of the programs using the fields to draw spectators.

2. The Hamilton County Schools will develop, or cause to be developed, plans and specifications for the installation of the fields. The Hamilton County Schools specifically agrees to include the logo of USX

on the field pursuant to the August 25, 2023, agreement between USX, FFE, and Hamilton County.

3. The Hamilton County Schools will follow its usual and customary budgeting, bidding, and purchasing procedures in connection with these two projects. In the event that the total cost of these projects exceeds the two-million-dollar (\$2,000,000.00) donation, the Hamilton County Schools will bear the cost of any such expenses and will hold FFE harmless against any such charges.

4. From time to time, the Hamilton County Schools will invoice the FFE for a portion of the two-million-dollar (\$2,000,000.00) donation. FFE will promptly pay any invoiced portion no later than 10 days of receipt of the invoice.

5. Upon completion of the field installation, the Hamilton County Schools shall assume full responsibility for the maintenance and upkeep of the fields and will hold FFE harmless of any such responsibility.

6. This Agreement will remain in effect for the life of the fields, which, by agreement, shall be for a period of not less than eight years subsequent to their installation. If the Hamilton County Schools shall determine, upon consultation with FFE and USX, that one or both fields require repair or replacement, then the Hamilton County Schools shall offer USX an opportunity to make an additional donation equivalent to the reasonable costs for the repair or replacement of the existing field or fields. If USX declines to make an additional donation, then the Hamilton County Schools shall be free to remove the USX logo from the field.

7. The Hamilton County Schools and FFE agree to cooperate with one another and USX for the purpose of recognizing USX's donation and giving effect to this Agreement.

**IN RECOGNITION HEREOF**, we have set our hands this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Dr. Justin Robertson,  
Superintendent of Hamilton County Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joe Smith,  
Chairman of the Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kris Humber  
Fund for Excellence

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Steve Highlander  
Fund for Excellence

\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE**  
**HAMILTON COUNTY SCHOOLS**  
**AND THE**  
**HAMILTON COUNTY SCHOOLS FUND FOR EXCELLENCE**  
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7. The Hamilton County Schools and FFE agree to cooperate with one another and USX for the purpose of recognizing USX's donation and giving effect to this Agreement.

**IN RECOGNITION HEREOF**, we have set our hands this the 10<sup>th</sup> day of Nov, 2023.

Justin Robertson

Dr. Justin Robertson,  
Superintendent of Hamilton County Schools

11/9/23

Date

D.K. Joe Smith

Joe Smith,  
Chairman of the Board of Education

11/9/23

Date

Kris Humber

Kris Humber  
Fund for Excellence

11-10-23

Date

Dr. Steve Highlander

Dr. Steve Highlander  
Fund for Excellence

11/9/23

Date

**Hamilton County Department of Education  
Exceptional Education Department  
3074 Hickory Valley Road  
Chattanooga, TN. 37421**

**MEMORANDUM:**

To: Hamilton County Department of Education  
Dr. Justin Robertson Superintendent

From: Dr. Neelie Parker, Chief of Opportunity and Access  
Dr. Sarah Evans, Executive Director Exceptional Education

Date: November 9, 2023

Re: Exceptional Education – MOU with Blue Cross Blue Shield for Project SEARCH

The purpose of this agreement is to continue the established working procedures between Hamilton County Department of Education and Blue Cross Blue Shield to collaborate and cooperate to create a High School Project SEARCH Transition program for eligible students with disabilities. The MOU outlines the roles and responsibilities of the parties as they work in partnership to increase opportunities for students with disabilities. NO funds are needed or requested with this agreement.

Thank you for your consideration of this agreement.

## **Agreement of Roles and Responsibilities For Project SEARCH**

The Parties to this Memorandum of Understanding are BlueCross BlueShield of Tennessee (“BCBST”) as the host business, Hamilton County (TN) Department of Education (“HCDE”) as the educational partner, The Budd Group, the Tennessee Department of Human Services, Division of Vocational Rehabilitation Services (“DVRS”), The Access Academy (“Access”), Flik Hospitality Group (“Flik”), and the YMCA of Metropolitan Chattanooga (“YMCA”).

### **I. Purpose**

The Parties to this Memorandum of Understanding will collaborate and cooperate to create a Project SEARCH Transition program at BCBST for adult students with developmental disabilities, and to foster and facilitate the acquisition of jobs by people with disabilities when possible. This Memorandum of Understanding specifies the roles and responsibilities of the Parties as they work in partnership to increase opportunities for persons with disabilities. The program will be titled “Project SEARCH at BCBST”. It is modeled after Project SEARCH at the Cincinnati Children’s Hospital Medical Center in Cincinnati, Ohio.

### **II. Roles and Responsibilities**

The Parties agree to the following roles and responsibilities:

#### **A. BCBST will:**

- Provide classroom space (with white board or chalk board, small tables to be used as student work areas, chairs, locked cabinet for student files, and computer connections), and Instructor space (separate if possible), with telephone, fax, and photocopy equipment, supplies, computer and internet access.
- Provide shuttle transportation of students and instructors in the morning from Erlanger to BCBST along with transportation from BCBST to Erlanger at the end of the day.
- Provide a business liaison that is available on a frequent basis to assist with job site development, introduce Project SEARCH staff to the business staff, market the program internally, and attend periodic meetings to discuss, evaluate program progress, and work with the instructor to reinforce workplace rules.
- Develop 5 – 10 intern work sites and a point of contact at each site for the purpose of teaching competitive, marketable skills to the program participants. Facilitate job analysis of those sites for the Project SEARCH staff.
- Provide access to hiring opportunities if a Project SEARCH participant is appropriate for an internal job opening.
- Provide badges and parking access for Project SEARCH staff.

- Provide managers of departments that are being used as work sites to give direction, feedback and evaluation to students during their internship.
- Provide access to conference space for Open Houses.
- Provide assistance to the Project SEARCH staff through the marketing department, including marketing materials and public relations expertise.
- Establish student eligibility guidelines and select students for program as a participating partner of the Advisory Committee.

**B. HCDE will:**

- Provide a Special Education Instructor with transition experience to teach the program.
- Provide an educational assistant to work with students on work sites throughout BCBST.
- Develop and provide curriculum and instructional materials that encompass employability skills, health and wellness, financial literacy, job readiness and job development as approved by the TN Department of Education. Project SEARCH Curriculum already approved by many Ohio School Districts is housed on the educational platform: [www.schoolology.com](http://www.schoolology.com).
- Assist the other Parties with development of an internship program, and coordinate and monitor student activities.
- Facilitate student recruitment activities.
- Facilitate family involvement activities.
- Establish student eligibility guidelines and select students for program as a participating partner of the Advisory Committee.
- Provide travel training for students as necessary before program begins.
- Provide expertise in adaptations and accommodations, and implement as necessary.
- Provide student liability insurance.
- Provide travel reimbursement to teachers for family meetings, job development, etc.
- Secure relationship with DVRS for each student to allow for partial funding of Skills trainer and job development.
- Provide additional support for students, if necessary, such as interpreter service, speech or occupational therapy, transportation, etc.
- Coordinate regular meetings to discuss and evaluate program progress.

- Coordinate monthly meetings to discuss student progress. Invite family and all team members.
- Collect data on student outcomes and report to all partners and enter data into national database.
- Liaison with Cincinnati Project SEARCH for technical assistance, data collection and other issues related to model integrity
- Assist with public relation activities to promote Project SEARCH.

**C. Access will:**

- Provide a supervisor to assist in coordinating the planning and implementation efforts and ensure that program is moving forward within the framework of the projected timeline, and to assist in any way necessary to facilitate success of the program.
- Provide (2) skills trainers to work with students on work sites throughout BCBST.
- Work with participating departments to identify intern work site opportunities for individuals with disabilities and perform job analyses.
- Work with human resources staff at BCBST and instructor to examine existing open positions and determine their applicability for people with disabilities and student interns, predetermine high turnover, entry level support positions or other applicable positions for proactive job analysis, and recommend pre-screened applicants to BCBST.
- Assist with classroom set up, curriculum development and work site rotation planning.
- Assist with student recruitment activities.
- Establish student eligibility guidelines and select students for the program as a participating partner of the Advisory Committee.
- Provide travel training for students as necessary before program begins.
- Provide expertise in adaptations and accommodations, and implement as necessary.
- Work with DVRS to assist with obtaining adaptations and accommodations as necessary, and to help secure funding for skills training and job development.
- Provide education and training to BCBST employees regarding supporting people with disabilities in the workplace as necessary.
- Attend regular meetings with team members from the Parties to this Memorandum of Understanding to discuss and evaluate program progress.
- Assist with public relation activities to promote the Project SEARCH program.
- Liaison with Project SEARCH Headquarters at Cincinnati Children's Hospital for technical assistance, data collection and other issues related to model integrity.

**D. DVRS will:**

- Provide funding support for eligible individuals to participate in Project SEARCH at BCBST in accordance with applicable law and rules.
- Provide expertise and assistance in adaptations and job accommodations.
- Establish student eligibility guidelines and select students for program as a participating partner of the Advisory Committee.
- Attend steering committee meetings to discuss and evaluate program progress.
- Participate in interns' employment planning meetings.
- Assist with public relation activities to promote Project SEARCH.

**E. The Budd Group, Flik, and YMCA will:**

- Offer intern work sites for program participants.
- Identify tasks and core skills for interns.
- Help develop job descriptions for interns.
- Help determine orientation and training requirements for interns.
- Provide supervision for the interns.
- Suggest new skills as interns master essential functions/core skills.
- Work with supervisor, skills trainer and instructor to identify and address the need for additional skill development.
- Communicate with all Parties.
- Provide evaluations for each intern at the conclusion of the internship.
- Consider interns for permanent employment, when appropriate.
- Provide letters of recommendation for interns, when appropriate.

**F. Together the Parties will:**

- Work with other community partners to identify additional intern work sites and perform job analyses.

- Coordinate with local, county and regional agencies on education and training for BCBST employees regarding disability employment information.
- Assist with program organization, planning, internship site development, and travel training for community employment.
- Establish student eligibility guidelines and select students for the program as a participating partner of the Advisory Committee.
- Provide expertise in designing individual adaptations and accommodations, and work with outside agencies to provide funding when necessary.
- Attend regular meetings with team members from the Parties to this Memorandum of Understanding to discuss and evaluate program progress.
- Assist with public relation activities to promote the Project SEARCH program.
- Liaison with Project SEARCH Headquarters at Cincinnati Children's Hospital for technical assistance, data collection and other issues related to model integrity.

### **III. Measurable Objectives:**

All Parties will work collaboratively to:

- Provide internship opportunities for 5 – 10 student participants with developmental disabilities per year.
- Assist each intern who completes the program in obtaining competitive employment.
- Develop a minimum of 5-10 internship sites during the first year of the program, and continue to develop work sites as the program progresses.
- Publicize the collaboration and program activities with a minimum of two written materials and two public presentations.

### **IV. Period of Agreement:**

The Effective Period of this Memorandum of Understanding will be August 1, 2023 to June 30, 2024, provided that that the Parties acknowledge and agree that their ability to perform the identified responsibilities throughout the Effective Period may be subject to change based on health and safety requirements or limitations imposed by any of the Parties due to the ongoing COVID-19 pandemic. The Memorandum of Understanding may be renewed for subsequent years with the prior written permission of the Parties.

### **V. Limitation of Agreement:**

It is understood among the Parties that this Memorandum of Understanding is not a contract and is not meant to be binding. It is further understood, acknowledged, and agreed that the roles and

responsibilities set forth herein are contingent upon the Parties--including any adult students placed with BCBST pursuant to this Memorandum of Understanding--abiding by BCBST's COVID-19 health and safety protocols, procedures, expectations, and requirements.

**VI. Relationship of Parties:**

No agent or employee of one Party shall be deemed an agent or employee of any other Party. Each Party will be solely and entirely responsible for the acts of its agents, subcontractors, or employees.

This Memorandum of Understanding is executed for the benefit of the Parties and the public generally. It is not intended nor may it be construed to create any third party beneficiaries.

**Signatures/Titles:**

**BlueCross BlueShield of Tennessee**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Hamilton County Department of Education**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: Superintendent  
Date: \_\_\_\_\_

**The Access Academy**

By: Tom Robbins  
Printed Name: Tom Robbins  
Title: Director  
Date: 7/28/23

**Hamilton County Department of Education**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: Board Chairman  
Date: \_\_\_\_\_

**The Budd Group**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Division of Vocational Rehabilitation Services**

By: Blake A. Shearer  
Printed Name: Blake Shearer  
Title: VR Transition Director  
Date: 7/28/23

**YMCA of Metropolitan Chattanooga**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Flik Hospitality Group**

By: Patricia Peyton Ankers  
Printed Name: Patricia Peyton Ankers  
Title: Resident District Manager  
Date: 8/15/23

Hamilton County Department of Education  
3074 Hickory Valley Road  
Chattanooga, Tennessee 37421

**MEMORANDUM**

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

**FROM:** Justin Witt

**DATE:** November 9, 2023

**RE:** **Gateway Building Sales Agreement**

Please see the attached Purchase and Sale Agreement in the amount of \$10,000,000.00 for the purchase of the Gateway Building located at 401 W. MLK Boulevard. Funding will be provided by Hamilton County Government for future HCDE use of the property. The agreement requires School Board approval.

**PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** (this “Agreement”) is effective as of the 9th day of November, 2023 (“Effective Date”) by and between **BLUECROSS BLUESHIELD OF TENNESSEE, INC.**, a Tennessee corporation (“Seller”), and **HAMILTON COUNTY, TENNESSEE** and **HAMILTON COUNTY BOARD OF EDUCATION** (collectively, “Purchaser”).

1. Description of Property. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase, for the price and upon the terms and conditions set forth below that certain real property (the “Real Property”) located at 401 W. MLK Boulevard, Chattanooga, Hamilton County, Tennessee and part of Tax Map and Parcel numbers 135N B 002 and all improvements, rights, easements, privileges, hereditaments and appurtenances thereto belonging, and being more particularly described on **Exhibit “A”** attached hereto and made a part hereof (as the same may be revised as provided herein) and certain personal property described in Section 8 (the “Personal Property”) (the Real Property and Personal Property are sometimes referred to collectively as the “Property”).

2. Purchase Price. The purchase price of the Property is Ten Million and 00/100 Dollars (\$10,000,000.00) (the “Purchase Price”). The Purchase Price shall be paid as follows: (a) Two Hundred Thousand and No/100 Dollars (\$200,000.00) (the “Deposit”) no later than five (5) business days after the Effective Date, which shall be held by Cumberland Title and Guaranty Company, LLC, Attn: Todd C. McCain, 200 E. 8th Street, Chattanooga, Tennessee 37402, as escrow agent (“Escrow Agent” or “Title Company”); and (b) the remaining balance paid in cash and delivered at Closing (as hereinafter defined) or by wire transfer of confirmed funds through escrow on the day of Closing. The Deposit shall be held in an interest-bearing account and all interest shall be applied to the Purchase Price at Closing or returned to Purchaser or transmitted to Seller if so required under the terms of this Agreement.

3. Title and Survey. The Property shall be conveyed subject to the following: (a) real estate taxes not yet due and payable; and (b) all easements, regulatory obligations and requirements, mineral rights held by others (if any), rights-of-way, covenants, reservations, restrictions, and other exceptions, including applicable zoning laws, to the extent hereafter approved by Purchaser or deemed approved pursuant to the terms of this Agreement (the “Permitted Exceptions”). Notwithstanding the foregoing, Seller agrees that in all events it shall (x) cause all mortgages, deeds of trust, security interests, loan documents and other monetary liens to be released at or before the Closing, (y) execute Title Company’s commercially reasonable affidavits necessary to remove the so-called standard exceptions from the title policy, and (z) provide all resolutions, good standing certificates and other items necessary to satisfy any requirements set forth in the Title Commitment relating to the good standing, authorization or other corporate matters relating to the Seller, all regardless of whether any such items are raised as Title Objections as set forth below.

Promptly after the execution of this Agreement, Purchaser shall obtain a commitment for an ALTA Owner’s Extended Coverage Policy of Title Insurance issued by Title Company (the

“Title Commitment”). Purchaser shall promptly obtain, at Purchaser’s own expense, a current ALTA survey of the Property, which shall include a full legal description acceptable to Title Company and identify all boundary line encroachments, if any (the “Survey”). Purchaser promptly shall furnish a copy of the Survey to Seller. In addition to persons identified by Purchaser, the Survey shall also be certified to Seller. Purchaser shall have from the Effective Date until the date that is thirty (30) days prior to the expiration of the Inspection Period to notify Seller, in writing, of Purchaser’s disapproval of any exceptions shown in said Title Commitment or matters shown on the Survey and to inform Seller of the requirements to be fulfilled by Seller in connection with the issuance of the owner’s policy of title insurance (collectively, the “Title Objections”). If Purchaser timely notifies Seller in writing of the Title Objections as set forth above, Seller shall, within ten (10) business days following Seller’s receipt of such notice from Purchaser, notify Purchaser that (a) Seller shall cure the Title Objections, or (b) Seller is either unwilling or unable to cure the Title Objections (the “Seller’s Title Notice”). Seller’s failure to give Seller’s Title Notice will be deemed to mean that Seller is unwilling or unable to cure the Title Objections. Seller shall, at its option, be entitled to cure any Title Objections at the Closing through the use of the Closing proceeds or otherwise.

If Seller shall have elected to cure the Title Objections in the Seller’s Title Notice as set forth above and does not cure such Title Objections by the Closing Date (as later defined), then Purchaser shall have the right (exercisable within ten (10) business days after Seller’s notification of its inability to cure or, if no such notification is delivered by Seller, within ten (10) business days after the scheduled Closing Date) to terminate this Agreement, in which event the Deposit will be returned to Purchaser as its sole remedy. If Purchaser does not terminate this Agreement in accordance with the immediately preceding sentence, then Purchaser shall be deemed to have elected to accept the uncured Title Objections which will be deemed to be “Permitted Exceptions,” and to purchase the Property subject thereto, with no adjustment, abatement or offset to the Purchase Price as a result of the existence of such uncured Title Objections.

If Seller notifies Purchaser that it is either unwilling or unable to cure the Title Objections or fails to respond to the Title Objections, Purchaser may terminate this Agreement by written notice given to Seller within five (5) business days after (i) Purchaser’s receipt of Seller’s Title Notice or (ii) Seller’s failure to give the Title Notice (“Purchaser’s Termination Notice”), whereupon neither party shall have any further liability to the other except for those obligations which survive the termination, and the Deposit shall be promptly returned to Purchaser. In the event Purchaser does not deliver Purchaser’s Termination Notice to Seller as set forth above, then Purchaser shall be deemed to have elected to accept the Uncured Title Exceptions, and Purchaser and Seller shall proceed to Closing with the Title Objections which will become Permitted Exceptions. Nothing in this Section 3 shall limit Purchaser’s right to terminate this Agreement prior to the expiration of the Inspection Period pursuant to Section 4 below.

4. Due Diligence. The obligations of Purchaser hereunder are conditioned upon Purchaser’s obtaining satisfactory assurances with respect to the Property, in Purchaser’s sole and absolute discretion, no later than one hundred twenty (120) days from the Effective Date (the “Inspection Period”). If Purchaser is unable to obtain satisfactory assurances with respect to the Property, for any reason or no reason at all, Purchaser may terminate this Agreement by notifying Seller at any time before 11:59 P.M. (eastern time) on or before the last day of the Inspection Period and Purchaser shall recover the Deposit from Escrow Agent. If Purchaser fails to terminate this Agreement prior to the expiration of the Inspection Period, Purchaser shall be deemed to have

waived its right to terminate this Agreement pursuant to this Section and the Deposit shall be nonrefundable to Purchaser except in the event of a Seller default hereunder that results in the termination of this Agreement or as otherwise expressly provided in this Agreement in Section 3 (Title and Survey).

Seller grants Purchaser and Purchaser's agents, representatives and designees, the right to enter the Property during normal business hours during the term of this Agreement to undertake non-invasive inspections of the Property, provided that the foregoing shall not unreasonably interfere with the normal activities on the Property. Purchaser shall not conduct a Phase II without Seller's prior written consent, which consent shall not be unreasonably withheld or delayed if Purchaser's Phase I (or equivalent report) recommends such Phase II. The findings of the Phase I and Phase II (if applicable) reports promptly will be furnished to Seller's representatives. Purchaser shall have the right to conduct soil boring, sampling, and geotechnical testing, provided Seller shall have the right to approve Purchaser's boring plan. Any invasive testing, boring or sampling of any part of the Property to which Seller consents must be performed by licensed contractors and consultants approved by Seller in its reasonable discretion. Purchaser's inspections shall comply at all times with applicable law. Before each entry upon the Property, Purchaser and Purchaser's representatives, as applicable, shall (i) give at least twenty-four (24) hours' prior written notice (notice by email being acceptable) of such proposed entry to Lisa VanCleave Lay as representative of Seller ("Seller's Representative") per the notice section set forth herein, or another designee identified by Seller; (ii) provide Seller with proof of insurance in compliance with the requirements described below; and (iii) provide Seller with a reasonably detailed scope of work for each entry at the Property, along with the name of the contractor(s) or consultant(s) performing such inspection. Furthermore, at Seller's request, Purchaser and Purchaser's representatives shall be accompanied by Seller's Representative or her designee at all times during any entry upon the Property. Purchaser shall not damage the improvements located on the Property. If any damage to the improvements located on the Property occurs, then Purchaser shall promptly and fully repair and restore any damage caused to the improvements located on the Property or any part thereof as a result of the acts or omissions of Purchaser (or its agents, officers, employees, contractors or other representatives). In the event Purchaser bores any holes on the Property, such holes will be filled in by Purchaser. Purchaser will be responsible for replacing any landscaping or trees which are removed in connection with Purchaser's testing of the Property. To the extent permitted by the Governmental Tort Liability Act, Purchaser agrees to defend, indemnify and hold Seller harmless and from any and all liabilities, claims, lawsuits, actions, judgments, demands, losses and costs incurred by Seller due to Purchaser's (or Purchaser's contractors, agents, representatives or employees) entry upon and/or inspection of the Property; provided, however, such indemnification and hold harmless obligation shall not extend to damage to property, to the extent such arises from 1) the mere discovery by Purchaser (or by its employees, agents or contractors) of any unsafe or dangerous pre-existing property condition, including, without limitation, any environmental condition at, on, under or migrating from or to the Property, or 2) the negligent or intentional misconduct of Seller and/or its officers, employees or agents. Notwithstanding the foregoing, Purchaser shall be liable for any injury, damage, liability, loss, cost, or expense, including, but not limited to, reasonable attorneys' fees and court costs to the extent Purchaser exacerbates any such pre-existing condition. The foregoing agreement of Purchaser regarding indemnification shall survive Closing or the termination of this Agreement. Prior to Closing, to the extent allowed by applicable law, subject to the Open Records Act referenced in Section 19 hereof, the results of all inspections, site assessment reports, environmental reports, surveyor and/or other reports prepared by third party consultants or

professionals for or on behalf of Purchaser with respect to the Property (collectively “Reports”) will remain confidential and will not be disclosed to third parties, other than Purchaser’s attorneys and agents in connection with their assessment of the Property. If this Agreement is terminated prior to Closing, Purchaser shall, within ten (10) days of Purchaser’s receipt of written request from Seller, provide Seller with all true and complete originals of the Reports.

Prior to any entry on the Property, Purchaser shall cause any third-party provider inspecting or performing work on the Property to carry reasonably prudent insurance given the scope of work involved and to provide Seller with reasonably satisfactory evidence thereof. Additionally, to the extent permitted by the Governmental Tort Liability Act, Purchaser acknowledges that it self-insures with respect to Purchaser’s liabilities under this Section 4.

5. Closing; Adjustments, Costs and Expenses.

(a) The closing (“Closing”) shall take place on or before ten (10) days following the expiration of the Inspection Period, or ten (10) days following the satisfaction of any outstanding conditions to Closing if such conditions are still outstanding as of the date ten (10) days after the expiration of the Inspection Period but in no event later than sixty (60) days after the end of the Inspection Period (the “Closing Date”).

(b) At Closing, Purchaser shall pay the Purchase Price in cash or wired funds less the Deposit and interest thereon which will be paid to Seller in cash by the Escrow Agent, and Seller shall execute and deliver to Purchaser the following documents, which Seller and Purchaser shall negotiate in good faith and which shall be reasonably acceptable to both parties and the Title Company: (i) a Limited Warranty Deed (“Deed”) conveying fee simple title to the Property to Purchaser subject only to the Permitted Exceptions; (ii) a customary affidavit and indemnity agreement to the Title Company enabling it to issue its final title insurance policy without exception for mechanic’s or materialmen’s liens, parties in possession, or other off-record matters; (iii) a non-foreign affidavit pursuant to the Internal Revenue Code of 1986, as amended; (iv) instruments satisfactory to Purchaser and the Title Company reflecting the proper authority of Seller to consummate the transaction contemplated by this Agreement; (v) a closing statement for the transaction; (vi) a bill of sale as described in Section 8; (vii) if and to the extent required by the Title Company to cure Purchaser’s Title Objections, a quitclaim deed describing any portion of the Real Property shown in the Survey which is not included in the legal description in Exhibit A; and (viii) such other typical and customary documents that may be reasonably required by the Title Company, or as may be reasonably required by Purchaser, provided in the latter case that they do not unreasonably increase Seller’s liability hereunder. At Closing, Seller shall deliver exclusive possession of the Property to Purchaser subject only to the Permitted Exceptions and the Lease (as defined in Section 23 below).

(c) Real estate taxes, rents and utilities for the Property shall be apportioned and prorated as of the end of the day preceding the Closing Date. If the amount of any prorated item for the year in which the Closing takes place is not known at the Closing, it shall be estimated on the basis of the most current information available on the Closing Date, and if the actual amount of any such item other than real estate taxes (for which the apportionment will be final) for the year of Closing is different than the estimated amount, Seller and Purchaser will promptly adjust such amounts and the appropriate party will pay the difference to the other party within ten (10) business days after the amount of such adjustment has been determined. The foregoing agreements

shall survive the Closing. Seller and Purchaser shall divide equally the premium for the title insurance (excluding any endorsements which Purchaser obtains, which will be at Purchaser's expense) to be furnished pursuant to Section 3 above. Purchaser shall pay all costs of its financing, if any. Purchaser shall pay the cost of the Survey of the Property. Seller shall pay all transfer taxes and recording costs related to recording the Deed to the extent payable under applicable law (excluding those related to Purchaser's financing, if any). The parties will divide equally any escrow/closing fee charged by the title company. Each party shall be responsible for its own attorneys' fees in connection with this transaction.

6. Purchaser's Conditions to Closing. Purchaser's obligations to close shall be subject to the following conditions as of the Closing Date: (i) not later than the termination of the Inspection Period, the Hamilton County Board of Commissioners shall have approved the Agreement in substantially the form hereof, (ii) there is no moratorium then in effect that prevents the use of the Property as a public school by Purchaser; (iii) there is no pending condemnation of the Property; (iv) there is no uncured default by Seller, (v) there is no change in zoning for the Property without Purchaser's reasonable consent; (vi) Purchaser's receipt of a revised copy of the Title Commitment that has been downdated to Closing and commits to issue the Title Policy to Purchaser subject only to Permitted Exceptions; (vii) no Material Adverse Change having occurred in the condition of Property (including, but not limited to, any material change in environmental condition); (viii) Seller shall have performed in all material respects each covenant and obligation to be performed hereunder, and (ix) no valid temporary restraining order or injunction, that will have a Material Adverse Effect on the Property or Purchaser's proposed development of the Property having been instituted. If any of the foregoing adverse conditions exist as of the Closing Date, Purchaser shall have the right to terminate this Agreement and receive a refund of the Deposit and interest thereon. For purposes of this Agreement, the terms "Material Adverse Change" and "Material Adverse Effect" shall mean, respectively, a change or effect that is not covered by casualty insurance and for which the cost to correct, replace or repair is in excess of \$100,000.00.

7. Delivery of Documents. Seller shall deliver to Purchaser within fifteen (15) business days after the Effective Date with respect to the Property physical or electronic copies of the items described on Exhibit "B" attached hereto to the extent (i) not previously furnished by Seller to Purchaser in connection with the transaction contemplated by this Agreement, and (ii) known by Seller's Representative to be in Seller's possession relating to the Property (the "Required Documents for Delivery"). The Required Documents for Delivery shall be deemed delivered without any representation or warranty, express or implied, as to the accuracy or completeness of the information contained therein or revealed thereby, or to the transferability of or benefit to Purchaser thereof, and any reliance on the Required Documents for Delivery by Purchaser shall be at Purchaser's sole risk and without any claim against Seller for any loss or injury suffered by Purchaser due to Purchaser's reliance thereon. To the extent allowed by applicable law, subject to the Open Records Act referenced in Section 19, the Required Documents for Delivery will be maintained by Purchaser and its attorneys and other agents as confidential until the Closing except as necessary to enable Purchaser to evaluate the Property. If, for any reason, the Closing does not occur, Purchaser promptly will return to Seller the originals of the Required Documents for Delivery.

8. Personal Property. At Closing, Seller will convey to Purchaser by a commercially reasonable bill of sale, the trade fixtures, furniture and equipment which currently are located on the Property and are generally described on Exhibit "C" ("Transferrable Personal Property"). At

Closing, at Seller's sole option, a reasonable allocation of the Purchase Price will be assigned and attributable to the Transferrable Personal Property, which, if the Lease (described in Section 23 hereof), is entered into, will be leased back to Seller without charge pursuant to the Lease. All other personal property of Seller located on the Property at Closing, at Seller's sole option, may be retained on the Property during the Lease Term (as defined in the Lease) and used by Seller, and at or prior to the expiration of the Lease Term (or the Closing if the Lease is not applicable), and at Seller's sole option, will be either removed by Seller or abandoned and left on the Property for Purchaser's use or discardment at Purchaser's expense.

9. Seller's Representations and Warranties. The matters set forth in this Section 9 constitute representations and warranties by Seller which shall, in all material respects, at Closing be true and correct. If Seller has or becomes aware of any reason to believe that any of the following representations and warranties in any material respect are not true, have ceased to be true, or may cease to be true, Seller shall give prompt notice to Purchaser (which notice shall include copies of the instrument, correspondence, or document, if any, upon which Seller's notice is based). As used in this Section, the phrase "**to Seller's Knowledge**" shall mean only the actual knowledge of Seller's Representative without any independent inquiry and without any implied duty to inquire, and does not include knowledge imputed to Seller from any other person, of (i) of the inaccuracy, untruth or incorrectness in any material respect of a representation or warranty or (ii) facts which would induce a reasonable, similarly situated property owner to conduct inquiry which would lead to discovery of such inaccuracy, untruth, or incorrectness. To the extent Purchaser has or acquires actual knowledge that these representations and warranties are inaccurate, untrue, or incorrect in any material respect, Purchaser shall promptly notify Seller of same. Purchaser unconditionally and irrevocably waives any claim against the Seller's Representative relating to or arising out of this Agreement, which waiver shall survive the Closing or sooner termination of this Agreement.

(a) Power and Authority. Seller has the legal power, right and authority to enter into and deliver this Agreement to Purchaser and to consummate the transactions contemplated hereby. Seller has obtained or will obtain any and all consents required to enter into all of the documents to be delivered by Seller on or prior to the Closing Date. This Agreement has been, and all of the documents to be delivered by Seller on or prior to the Closing Date will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the binding obligation of Seller, subject to all provisions of applicable law.

(b) Proceedings. To Seller's Knowledge, Seller has not received actual notice overtly threatening any of the following: (i) annexation, condemnation or similar proceeding affecting all or any portion of the Real Property; (ii) proceedings to change or redefine the zoning classification or zoning requirements applicable to any portion of the Real Property; (iii) changes in road patterns or grades which may adversely affect in any material respect access to any roads providing a means of ingress to or egress from the Real Property; or (iv) proceedings that otherwise materially and adversely affect the Property.

(c) Contravention. To Seller's Knowledge, Seller is not prohibited from consummating the transactions contemplated by this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.

(d) Termination of Certain Contracts. To Seller's knowledge, there are no contracts, management agreements or other agreements related to the operation or maintenance of the Property that cannot be canceled at Purchaser's option upon the termination of the Lease without penalty and on no more than thirty (30) days' prior notice, or that, upon such cancellation, would create, give rise to, or form the basis of, a lien or other encumbrance on the Property, or any portion thereof. To Seller's Knowledge, the copies of contracts delivered to Purchaser as part of the Required Documents for Delivery are complete copies of all material contracts affecting the Property that would survive the termination of the Lease. To Seller's Knowledge, neither Seller nor any other party is in material default under any Contract. To Seller's Knowledge, other than this Agreement, the Permitted Exceptions (as defined in Section 3), and the contracts which are part of the Required Documents for Delivery, there are no contracts or agreements of any kind relating to the Property to which Seller or its agents is a party and which would be binding on Purchaser after the termination of the Lease. On the termination of the Lease, there will be no unpaid bills for services rendered or labor performed pursuant to any such contracts or agreements with respect to the Property or, at the option of Seller, sufficient funds will be delivered to Purchaser by Seller at the termination of the Lease to pay these amounts.

(e) Change in Legal Requirements. No actual notice has been received by Seller from any governmental authority with respect to any pending or contemplated change in any legal requirement which will have a Material Adverse Effect on the use or ownership of the Property.

(f) Compliance. To Seller's Knowledge, Seller has not been notified by any governmental entity having jurisdiction over the Property that the Property is in violation of any applicable law.

(g) Litigation. There is no pending or, to Seller's Knowledge, threatened litigation with respect to the Property before any civil court of law or equity or any regulatory or arbitral forum.

(h) No Property Interests. To Seller's Knowledge, no person, firm or entity has any rights to acquire or to lease all or any portion of the Property or otherwise to obtain any interest therein and there are no outstanding options, rights of first refusal or negotiation, rights of reverter, or rights of first offer relating to all or any portion of the Property or any interest therein.

(i) Environmental Compliance. To Seller's Knowledge, except as may be disclosed in the Required Documents for Delivery, the Property is not in violation of any applicable law with respect to Hazardous Substances. "**Hazardous Substances**" as used herein shall mean toxic or hazardous materials, substances, wastes or other environmentally regulated substances (including without limitation, asbestos, polychlorinated biphenyls ("PCBs"), petroleum products, radon gas, toxic or radioactive materials, ammonia, chlorine, pesticides, bulk chemicals, solvent mixtures, waste oils, substances listed in the United States Department of Transportation Table or by the Environmental Protection Agency (or any successor agency) as hazardous substances, or which are classified as hazardous or toxic under local, state or federal laws, rules or regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, the applicable requirements issued by the Occupational Safety and Health Administration ("OSHA"), including without limitation OSHA regulations set forth in 29 C.F.R. § 1910.1030 and OSHA's Bloodborne Pathogen Standard and revised Center for Disease Control

recommendations relating to handling and disposal of infectious waste, 29 C.F.R. § 1910.1030, and any regulations promulgated thereunder and any State counterparts thereof.

(j) Patriot Act.

(i) To Seller's Knowledge, Seller is in compliance with the requirements of Executive Order No. 133224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "September Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the September Order and such other rules, regulations, legislation, or orders are collectively called the "Orders"). Further, Seller covenants and agrees to make its policies, procedures, and practices regarding compliance with the Orders, if any, available to Purchaser for its review and inspection during normal business hours and upon reasonable prior notice.

(ii) To Seller's Knowledge, Seller:

1) is not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the September Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "**Lists**");

2) is not a person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or

3) is not owned or controlled by, or acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

Seller hereby covenants and agrees that if Seller becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Seller shall promptly notify Purchaser in writing, and in such event, Purchaser shall have the right to terminate this Agreement without penalty or liability to Purchaser immediately upon delivery of written notice thereof to Purchaser.

In the event that any representation or warranty by Seller in this Section 9 (each, a "Seller's Warranty" and, collectively, "Seller's Warranties") is inaccurate or untrue as of the Closing Date in any material respect, Purchaser shall have the right to terminate this Agreement, in which event, notwithstanding anything in this Agreement to the contrary, the Deposit shall be immediately returned to Purchaser by the Escrow Agent, and neither party shall have any further obligation or liability hereunder except for obligations which expressly survive cancellation or termination of this Agreement. In the event any Seller's Warranty is inaccurate or untrue in any material respect as of the Effective Date or as of the Closing Date, in either case by reason of Seller's intentional misrepresentation, then, in addition to Purchaser's right to terminate this Agreement and recover the Deposit, Seller shall pay Purchaser for Purchaser's documented out of pocket expenses paid to third parties in connection with the transaction contemplated hereby, up to the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) (collectively, "Purchaser's Expenses"), and neither

party hereto shall have any further obligations hereunder except for such obligations and indemnities which expressly survive the termination of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the failure of Seller's representations and warranties to be true shall not be deemed to be a default by Seller under the terms of this Agreement as long as Seller's representations and warranties were true and accurate as of the Effective Date and became untrue subsequent to the Effective Date due to acts of third parties or a change in conditions or events not within the Seller's control and not due to any willful act or omission of Seller.

Seller's Warranties shall survive Closing, the delivery of the Deed (as defined below) and the payment of the Purchase Price for a period of one hundred eighty (180) days. From and after Closing, but subject to the terms of this section, including the limitations provided in the preceding sentences, Seller shall indemnify and hold Purchaser, harmless from and against any and all reasonable out of pocket costs, fees, expenses, damages, deficiencies, interest and penalties (including, without limitation, reasonable attorneys' fees and disbursements) suffered or incurred by any such indemnified party in connection with any and all losses, liabilities, claims, damages and expenses (collectively, "Losses"), arising out of, or in any way relating to a Seller's Warranty being untrue or inaccurate in any material respect. Notwithstanding anything to the contrary in this Agreement, Seller will have no liability (for indemnification or otherwise) under this section until the total of all Losses exceeds \$25,000, and then only for the amount by which the Losses exceed \$25,000. With respect to any claim that would be related to any warranty contained in the title to the Property, Purchaser shall first use its commercially reasonable efforts to recover any Losses pertaining to the claim from any title insurance policy issued to Purchaser with respect to the Property and shall diligently prosecute the claim (and the satisfaction thereof) with the insurer in lieu of pursuing a claim against any warranty. This Section shall survive Closing. Notwithstanding anything to the contrary contained in this Agreement, if, at Closing, Purchaser shall have actual knowledge of facts that render any specific warranty or representation of Seller then inaccurate or untrue or Purchaser otherwise learns that any representation or warranty made by Seller is untrue, inaccurate or incorrect in any respect, and Purchaser proceeds to Closing despite knowledge of the facts, then Purchaser shall be deemed to have waived any post-closing cause of action or claim for damage against Seller arising out of Seller's breach of the representation or warranty. Purchaser will be deemed to have knowledge of all matters set forth in the Required Documents for Delivery.

10. **AS-IS SALE.**

**BY ENTERING INTO THIS AGREEMENT, PURCHASER REPRESENTS AND WARRANTS THAT IT WILL PERFORM AN INDEPENDENT INVESTIGATION, ANALYSIS AND EVALUATION OF THE PROPERTY, WHICH, FOR PURPOSES OF THIS SECTION 10, INCLUDES THE TRANSFERABLE PERSONAL PROPERTY. PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD, PURCHASER SHALL DETERMINE, SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHETHER THE PROPERTY IS ACCEPTABLE TO PURCHASER. PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD, PURCHASER SHALL CONDUCT ITS OWN THOROUGH AND INDEPENDENT INSPECTION, INVESTIGATION, ANALYSIS AND EVALUATION OF ALL INSTRUMENTS, RECORDS AND DOCUMENTS WHICH PURCHASER INDEPENDENTLY DETERMINED TO BE APPROPRIATE OR ADVISABLE TO REVIEW IN CONNECTION WITH PURCHASER'S ACQUISITION OF THE PROPERTY AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.**

**PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER HAS SUBSTANTIAL EXPERIENCE WITH REAL PROPERTY AND ITS OPERATIONS, AND THAT IF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT CLOSES, PURCHASER WILL ACQUIRE THE PROPERTY IN AN “AS IS, WHERE IS, WITH ALL FAULTS” CONDITION, AND SOLELY IN RELIANCE ON PURCHASER’S OWN INSPECTION AND EXAMINATION.**

**EXCEPT AS TO THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THE CONVEYANCE DOCUMENTS, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT SELLER MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, NATURE OR SORT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PHYSICAL CONDITION, PAST, PRESENT OR FUTURE OPERATION AND/OR PERFORMANCE, OR VALUE, OF THE PROPERTY AND THAT SELLER CONVEYS ALL OF ITS PROPERTY TO PURCHASER “AS IS, WHERE IS, WITH ALL FAULTS,” AND PURCHASER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN AND THE CONVEYANCE DOCUMENTS, SELLER MAKES NO REPRESENTATIONS, GUARANTIES OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE QUALITY, CHARACTER, EXTENT, PERFORMANCE, CONDITION OR SUITABILITY OF ITS PROPERTY FOR ANY PURPOSE.**

**PURCHASER’S INSPECTION, INVESTIGATION AND SURVEY OF THE PROPERTY SHALL BE IN LIEU OF ANY NOTICE OR DISCLOSURE REQUIRED BY ANY APPLICABLE HEALTH AND SAFETY CODE, OR BY ANY OTHER PROVISION OF APPLICABLE LAW, RULE OR REGULATION, INCLUDING LAWS REQUIRING DISCLOSURE BY SELLER OF FLOOD, FIRE, MOLD, SEISMIC HAZARDS, LEAD PAINT, LANDSLIDE AND LIQUEFACTION, GROUND WATER, RADIOLOGICAL AND OTHER GEOLOGICAL HAZARDS, RAILROAD AND OTHER UTILITY ACCESS, SOIL CONDITIONS, VAPOR CONDITIONS, AND OTHER CONDITIONS WHICH MAY AFFECT THE USE OF THE PROPERTY, AND PURCHASER HEREBY WAIVES ANY REQUIREMENT FOR A NOTICE THAT IS NOT OTHERWISE REQUIRED BY APPLICABLE LAW PURSUANT TO THOSE PROVISIONS AND HEREBY ACKNOWLEDGES AND AGREES THAT IT WILL CONDUCT ITS OWN INSPECTIONS AND REVIEWS WITH RESPECT TO ALL MATTERS COVERED THEREBY, AND, EXCEPT WITH RESPECT TO FRAUD OR THE REQUIREMENTS OF APPLICABLE LAW, HEREBY RELEASES SELLER FROM LIABILITY IN CONNECTION WITH ANY SUCH NOTICES REQUIRED BY ANY APPLICABLE LAW, RULE OR REGULATION.**

**FURTHERMORE, EXCEPT AS TO THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE CONVEYANCE DOCUMENTS, PURCHASER ACKNOWLEDGES THAT SELLER MAKES NO, AND HAS MADE NO, REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE PRESENCE OR MIGRATION OF HAZARDOUS SUBSTANCES AND MATERIALS UPON, WITHIN, OR TO OR FROM THE PROPERTY. IN THAT REGARD, PURCHASER WILL, PRIOR TO CLOSING, CONDUCT ITS OWN INVESTIGATIONS TO DETERMINE IF THE PROPERTY CONTAINS ANY HAZARDOUS SUBSTANCES AND MATERIALS OR WASTE, MATERIALS, DISCHARGE, DUMPING OR CONTAMINATION, WHETHER SOIL, GROUNDWATER OR OTHERWISE, WHICH RELATE TO ANY FEDERAL, STATE, LOCAL OR OTHER GOVERNMENTAL LAW, REGULATION OR ORDER OR REQUIRES REPORTING TO ANY GOVERNMENTAL AUTHORITY.**

**EXCEPT WITH RESPECT TO (i) THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH HEREIN AND IN THE CONVEYANCE DOCUMENTS TO BE**

**DELIVERED TO PURCHASER, (ii) FRAUD BY SELLER, AND (iii) UNENFORCEABILITY UNDER APPLICABLE LAWS, IF PURCHASER CLOSES THIS TRANSACTION, PURCHASER, FOR ITSELF AND ITS OWNERS, SUCCESSORS AND ASSIGNS, RELEASES AT CLOSING AND FOREVER DISCHARGES SELLER, AND SELLER'S PAST, PRESENT AND FUTURE OFFICERS, AFFILIATES, EMPLOYEES, AGENTS, ATTORNEYS, ASSIGNS, AND SUCCESSORS-IN-INTEREST, FROM ALL PAST, PRESENT AND FUTURE CLAIMS, DEMANDS, OBLIGATIONS, LOSSES AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, WHETHER NOW KNOWN OR UNKNOWN, DIRECT OR INDIRECT, FORESEEN OR UNFORESEEN, SUSPECTED OR UNSUSPECTED, WHICH ARE BASED UPON OR ARISE OUT OF OR IN CONNECTION WITH THE CONDITION OF THE PROPERTY AND, WITH RESPECT TO THE PRESENCE OF ANY HAZARDOUS SUBSTANCES AND MATERIALS, ANY ENVIRONMENTAL DAMAGES OR ENVIRONMENTAL REQUIREMENTS, INCLUDING THE PHYSICAL, STRUCTURAL, GEOLOGICAL, RADIOLOGICAL, MECHANICAL AND ENVIRONMENTAL (SURFACE AND SUBSURFACE) CONDITION OF THE PROPERTY (INCLUDING THE IMPROVEMENTS THEREON) OR ANY LAW OR REGULATION RELATING TO HAZARDOUS SUBSTANCES AND MATERIALS. WITHOUT LIMITING THE FOREGOING, THIS RELEASE SPECIFICALLY APPLIES TO ALL LOSSES, LIABILITIES, AND CLAIMS ARISING UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986, (42 U.S.C. SECTIONS 9601 ET SEQ.), THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, (42 U.S.C. SECTIONS 6901 ET SEQ.), THE CLEAN WATER ACT, (33 U.S.C. SECTIONS 466 ET SEQ.), THE SAFE DRINKING WATER ACT, (14 U.S.C. SECTION 1401-1450), THE HAZARDOUS MATERIALS TRANSPORTATION ACT, (49 U.S.C. SECTIONS 1801 ET SEQ.), THE TOXIC SUBSTANCE CONTROL ACT, (15 U.S.C. SECTION 2601-2629), AND ANY OTHER FEDERAL, STATE OR LOCAL LAW, REGULATION, OR RULE OF SIMILAR EFFECT, AS WELL AS ANY AND ALL COMMON LAW CLAIMS.**

**THE PROVISIONS OF THIS SECTION WILL SURVIVE CLOSING.**

**BY ACKNOWLEDGING THIS SECTION BELOW, PURCHASER ACKNOWLEDGES THAT THIS SECTION HAS BEEN READ AND FULLY UNDERSTOOD, AND THAT PURCHASER HAS HAD THE CHANCE TO ASK QUESTIONS OF ITS COUNSEL ABOUT ITS MEANING AND SIGNIFICANCE.**

**HAMILTON COUNTY BOARD OF  
EDUCATION**

**HAMILTON COUNTY, TENNESSEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: D. K. Joe Smith

Name: \_\_\_\_\_

Title: Board Chairman

Title: \_\_\_\_\_

11. Purchaser's Representations and Warranties. The matters set forth in this Section 11 ("Purchaser's Warranties") constitute representations and warranties by Purchaser which shall, in all material respects, at Closing be true and correct. If Purchaser has or becomes aware of any reason to believe that any of the following representations and warranties in any material respect, are not true, have ceased to be true, or may cease to be true, Purchaser shall give prompt notice to Seller (which notice shall include copies of the instrument, correspondence, or document, if any,

upon which Purchaser's notice is based). To the extent Purchaser has or acquires actual knowledge that these representations and warranties are inaccurate, untrue, or incorrect in any material respect, Purchaser shall promptly notify Seller of same.

(a) Power and Authority. Purchaser is an instrumentality or subdivision of the state of Tennessee and is validly existing and in good standing under the laws of the state of Tennessee. Purchaser has the authority to execute this Agreement and to perform its obligations under this Agreement. The persons executing this Agreement on behalf of Purchaser is duly authorized to do so.

(b) No Attachments. There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by, pending or threatened against Purchaser.

(c) No Litigation. There is no action, suit, arbitration, unsatisfied order, decree or judgment, government investigation, or proceeding pending or, to Purchaser's knowledge, threatened against Purchaser or relating to which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement.

In the event that any representation or warranty by Purchaser in this Section 11 (each, a "Purchaser's Warranty" and, collectively, "Purchaser's Warranties") is inaccurate or untrue as of the Closing Date in any material respect, Seller shall have the right to terminate this Agreement, in which event, notwithstanding anything in this Agreement to the contrary, the Deposit shall be immediately returned to Purchaser by the Escrow Agent, and neither party shall have any further obligation or liability hereunder except for obligations which expressly survive cancellation or termination of this Agreement.

Purchaser's Warranties shall survive Closing, the delivery of the Deed (as defined below) for a period of one hundred eighty (180) days. From and after Closing, but subject to the terms of this section, including the limitations provided in the preceding sentences, to the extent permitted by the Governmental Tort Liability Act, Purchaser shall indemnify and hold Seller, harmless from and against any and all reasonable out of pocket costs, fees, expenses, damages, deficiencies, interest and penalties (including, without limitation, reasonable attorneys' fees and disbursements) suffered or incurred by Seller in connection with any and all Losses arising out of, or in any way relating to any of Purchaser's Warranties being untrue or inaccurate in any material respect. Notwithstanding anything to the contrary in this Agreement, Purchaser will have no liability (for indemnification or otherwise) under this section until the total of all Losses exceeds \$25,000, and then only for the amount by which the Losses exceed \$25,000. This Section shall survive Closing. Notwithstanding anything to the contrary contained in this Agreement, if, at Closing, Seller shall have actual knowledge of facts that render any specific warranty or representation of Purchaser then inaccurate or untrue or Seller otherwise learns that any representation or warranty made by Purchaser is untrue, inaccurate or incorrect in any respect, and Seller proceeds to Closing despite knowledge of the facts, then Seller shall be deemed to have waived any post-closing cause of action or claim for damage against Purchaser arising out of Purchaser's breach of the representation or warranty.

## 12. Continuing Operations; Exclusivity.

(a) From the Effective Date until Closing, Seller shall (i) not make any material alterations to the Property without the prior written approval of Purchaser, which shall not be unreasonably withheld, conditioned, or delayed, and (ii) neither enter into any new, nor modify, extend, amend or renew, any existing lease or service, management, maintenance, repair, construction, or other contract or agreement affecting the Property in any material respect (each a “New Agreement”) or terminate a material agreement without providing at least five (5) business days’ prior notice to Purchaser and obtaining Purchaser’s prior written approval of such New Agreement or such termination agreement, which approval shall not be unreasonably withheld, conditioned, or delayed, provided that Purchaser’s approval shall not be required for any such New Agreement or other terminated agreement that is terminable by the owner of the Property on no more than ninety (90) days’ notice, and provided further, that Seller shall use reasonable efforts not to provide to any third party servicer of the Property any documents related to this Agreement, and the delivery of any such documents may be conditioned, withheld or redacted if it contains any confidential information related to this Agreement.

(b) For a period of between the date of this fully-executed Agreement until Closing or sooner termination of the transaction evidenced by this Agreement (the “Exclusivity Period”), the Seller shall not, directly or indirectly, (i) solicit, initiate or encourage the submission of any “Acquisition Proposal” (as hereinafter defined), (ii) furnish to any person any non-public information or take any other action knowingly to encourage or facilitate any inquiries with respect to the making of any proposal that constitutes, or may reasonably be expected to lead to, any Acquisition Proposal; or, (iii) enter into any agreement, written or oral constituting an Acquisition Proposal. The Seller hereby represents and warrants to Purchaser that Seller is not now a party to any Acquisition Proposal. Notwithstanding the foregoing, Seller’s broker will continue to maintain the listing of the Property on its website until Closing. For purposes of this Agreement, “Acquisition Proposal” means any proposal or offer with respect to (i) purchase of the Property, (ii) long term lease of the Property, or (iii) any other transaction that would interfere in any material respect with Purchaser’s ability to acquire and possess and use the Property.

13. Notices. Any notice required to be given hereunder shall be in writing and delivered personally (including by commercial courier and/or hand delivery), sent via electronic mail, sent by nationally recognized courier service (such as FedEx) or sent by United States certified mail, return receipt requested, addressed to the parties at the addresses set forth below, or to such other address as either party may hereafter give the other, or by electronic mail. Notices sent by mail or courier service shall be deemed given at the earlier of receipt or rejection of same by the intended recipient. Notices sent via electronic mail shall be deemed to have been received immediately if sent before 5:00 P.M. local time on a business day, otherwise it shall be deemed to have been received on the next business day.

**Seller’s Notice Address:**

Roy Vaughn  
Senior Vice President, Chief Human Resources  
Officer  
BlueCross BlueShield of Tennessee, Inc.  
1 Cameron Hill Circle  
Chattanooga, Tennessee 37402  
Roy\_Vaughn@bcbst.com

**Purchaser’s Notice Address:**

Hamilton County, Tennessee  
Attn: Weston Wamp, Mayor  
625 Georgia Avenue  
Chattanooga, Tennessee 37402

**Seller's Notice Address:**

Lisa VanCleave Lay  
Vice President, Properties and Corporate Services  
BlueCross BlueShield of Tennessee, Inc.  
1 Cameron Hill Circle  
Chattanooga, Tennessee 37402  
Lisa\_Lay@bcbst.com

General Counsel  
BlueCross BlueShield of Tennessee, Inc.  
1 Cameron Hill Circle  
Chattanooga, Tennessee 37402  
Anne\_Hance@bcbst.com  
James M. Haley IV and  
R. Grant Dobson  
Miller & Martin PLLC  
Suite 1200 Volunteer Building  
832 Georgia Avenue  
Chattanooga, Tennessee 37402  
Email: James.haley@millermartin.com  
Email: Grant.dobson@millermartin.com

**Purchaser's Notice Address:**

Lynn Mansfield  
Real Property Office  
Hamilton County Public Works  
4005 Cromwell Road  
Chattanooga, Tennessee 37421  
Email: LynnM@HamiltonTN.gov

Dr. Justin Robertson  
Superintendent  
Hamilton County Dept. of Education  
Email: Robertson\_Justin@hcde.org

**With a copy to:**

Cavett, Abbott & Weiss, PLLC  
Attn: Barry L. Abbott  
801 Broad Street, Suite 428  
Chattanooga, TN 37402  
Email: barry@cawpllc.com

Hamilton County Attorney  
Attn: Rheubin Taylor  
204 Courthouse  
625 Georgia Avenue  
Chattanooga, Tennessee 37402  
Email: rmtaylor@hamiltontn.gov

Justin Witt  
Manager – Capital Projects  
Hamilton County Dept. of Education  
Email: Witt\_Justin@hcde.org

Bennett & DeCamp, PLLC  
Attn: Scott Bennett  
James Building  
735 Broad Street, Suite 214  
Chattanooga, Tennessee 37402  
Email: dsb@bennettdecamp.com

14. Condemnation and Casualty. If any authority having the power of eminent domain shall commence negotiations with Seller or shall commence legal action against Seller for the damaging, taking, or acquiring of all or any part of the Property, either temporarily or permanently, in any condemnation proceeding or by exercise of the power of eminent domain, or if the Property is damaged or destroyed by fire or other casualty, Seller shall immediately give notice of the same to Purchaser. Upon any such occurrence, if it reasonably appears that such taking, uninsured

damage or destruction will materially interfere with Purchaser's intended use of the Property, then Purchaser shall have the right, at its option, to terminate this Agreement by giving notice thereof to Seller on or before the Closing Date, in which event Seller and Purchaser shall be released of all further obligations hereunder except as expressly set forth in this Agreement, and the Deposit shall be returned. If Purchaser does not so terminate this Agreement, there shall be no reduction in the Purchase Price; however, Purchaser shall be entitled, in the case of fire or other casualty, to receive from the insurance carrier all insurance proceeds relating to the Property inclusive of the Personal Property being purchased, or, in the case of condemnation, to receive the entire award for the Property or the portion thereof so taken. In the event of any negotiations regarding the payment of any such awards or proceeds, Seller will inform Purchaser of all such negotiations of which Seller has notice and will permit Purchaser to take part therein at Purchaser's cost and expense. Seller shall execute and deliver to Purchaser on the Closing Date all proper instruments for the assignment and collection of such proceeds and awards.

15. Brokers. Except as set forth below, Seller and Purchaser represent and warrant to each other that they have not dealt with, consulted or engaged any real estate broker, finder or agent in connection with this transaction. To the extent permitted by the Governmental Tort Liability Act, each party hereby agrees to indemnify and hold the other party harmless from any liability, claim or demand, cost or expense, including reasonable attorneys' fees such other party may suffer or incur by reason of the claims of any real estate broker, finder or agent who may claim to have dealt with, consulted or been engaged by such first party in connection with this transaction. Seller has engaged JLL Capital Markets, 3344 Peachtree Rd. NE, Suite 1200, Atlanta, GA 30326 ("JLL") and shall be solely responsible for the payment of any broker's fees, commissions or expenses owing to JLL and shall hold Purchaser harmless from the same.

16. Default. If Purchaser defaults under the terms of this Agreement, and such default is not cured by Purchaser within five (5) business days following written notice from Seller, Seller shall be entitled to receive the Deposit (and interest thereon) as liquidated damages and immediately terminate this Agreement as Seller's sole remedy. If Seller defaults under the terms of this Agreement, and such default is not cured by Seller within five (5) business days following written notice from Purchaser, Purchaser solely shall be entitled to either: (i) seek specific performance of Seller's obligation's hereunder, or (ii) receive the Deposit (and interest thereon) and immediately terminate this Agreement. Seller waives the right to assert the defense of lack of mutuality in any suit for specific performance instituted by Purchaser. The parties agree that under no circumstances shall Seller or Purchaser be responsible for, obligated for, or liable for consequential, exemplary, punitive, or other similar damages to the other under any provision of this Agreement or otherwise.

17. Prevailing Party. If any legal or other proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party in a final, non-appealable court of competent jurisdiction shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled. Venue for any legal or other proceeding shall be Hamilton County, Tennessee. For purposes hereof, the prevailing party is the party, if any, that recovers substantially the relief requested.

18. JURY WAIVER. PURCHASER AND SELLER DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, OR UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE DOCUMENTS DELIVERED BY PURCHASER AT CLOSING OR SELLER AT CLOSING, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ANY ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS AGREEMENT OR THE PROPERTY (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT AND ANY CLAIMS OR DEFENSES ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR SELLER AND PURCHASER TO ENTER INTO AND ACCEPT THIS AGREEMENT AND THE DOCUMENTS DELIVERED BY SELLER AND PURCHASER AT CLOSING AND SHALL SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT.

19. Confidentiality. The parties hereto acknowledge that Purchaser consists of governmental agencies under the laws of the State of Tennessee, and as such all documents, papers, letters, etc., regardless of their respective physical form and in the possession of Purchaser if made or received in connection with their respective transactions of official business, are subject to public inspection and/or copying upon the receipt of an appropriate request. As such, Purchaser is unable to insure and/or protect the confidentiality of any information and/or documentation received from the Seller during the negotiations, execution, and implementation of this transaction. In order to provide the Seller with an adequate opportunity to protect information which the Seller deems as proprietary and/or a trade secret, Purchaser agrees to notify the Seller of each request received in accordance to the Tennessee Open Records Act (Tenn. Code Ann. Section 10-7-501, et seq.) ("Open Records Act") for information and/or documentation relating to the Seller's use of the Property as may have been received by said Purchaser during the negotiation and finalization of this transaction in order to allow the Seller an opportunity to take whatever steps the Seller may deem appropriate (including legal proceedings) to prevent the dissemination of information deemed confidential by the Seller. Otherwise, it is understood by the parties hereto that neither Purchaser has any legal right to either redact or refuse to disseminate and/or copy any documents and/or information provided to them and they will comply with applicable law. The terms of this Section 19 shall survive Closing or the sooner termination of this Agreement.

20. Miscellaneous. The Section headings are inserted for convenience only and are not intended to describe, interpret, define, or limit the scope or content of this Agreement or any provision hereof. All prior understandings and agreements between the parties relating to the subject matter hereof are null and void. This agreement supersedes any prior oral or written agreement between the parties relative to the purchase transaction contemplated herein. This Agreement may be modified only by an agreement in writing signed by the parties. Purchaser may assign this Agreement and its rights hereunder only with Seller's consent, which Seller may grant or deny in Seller's sole and absolute discretion. In any event, no such assignment shall release Purchaser from its obligations hereunder. This Agreement shall apply to, bind, and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties. The waiver by any party to this Agreement of a breach or any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement. This Agreement shall be governed by Tennessee law. Any action brought by

any party hereto shall be brought within the State of Tennessee, County of Hamilton. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. A counterpart executed by a party and transmitted to another party by facsimile or electronic mail shall have the same effect as the delivery of the original counterpart. Any expiration date herein that falls on a weekend (Saturday or Sunday) or a holiday shall move to the next business day. Any provisions of this Agreement that shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof and such other provisions shall remain in full force and effect. Subject to the terms and conditions herein provided, each party hereto agrees to use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement. The parties shall execute such additional documents and do such other acts as may be reasonably required to carry out the intent of this Agreement.

21. Time. Time is of the essence of this Agreement and each of its provisions.

22. Limitations on Seller's Obligations. For the avoidance of doubt, Purchaser acknowledges and agrees that this Agreement is the only agreement between Seller and Purchaser regarding the purchase and sale of the Property, and Seller and its affiliates shall have no duties or obligations to Purchaser regarding any property other than the Property.

23. Leaseback. At Closing, at Seller's sole option, exercised by notice to Purchaser at or prior to Closing, Seller and Purchaser shall enter into a lease agreement in substantially the form attached hereto as **Exhibit "D"** (the "Lease") whereby Seller will lease the Property, Transferrable Personal Property, from Purchaser from the Closing Date until February 29, 2024, for a fee of one (\$1) dollar with Seller being obligated for the expenses set forth in the Lease.

24. Prior Letter of Intent. This Agreement supersedes in its entirety that certain Letter of Intent to Purchase 401 W. MLK Boulevard, Chattanooga, Hamilton County, Tennessee, dated June 14, 2023, between Seller and Purchaser.

*Signature Page Follows*

IN WITNESS WHEREOF Seller and Purchaser have executed, or caused to be executed, this Agreement on the day and year written beside their signatures below.

**SELLER:**

**BLUECROSS      BLUESHIELD      OF  
TENNESSEE, INC.,** a Tennessee corporation

Date: \_\_\_\_\_, 2023

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PURCHASER:**

**HAMILTON COUNTY, TENNESSEE**

Date: \_\_\_\_\_, 2023

By: \_\_\_\_\_

Name: Weston Wamp

Title: Mayor

**HAMILTON      COUNTY      BOARD      OF  
EDUCATION**

Date: November 9, 2023

By: \_\_\_\_\_

Name: D. K. Joe Smith

Title: Chairperson

Date: November 9, 2023

By: \_\_\_\_\_

Name: Dr. Justin Robertson

Title: Superintendent

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Situated in the City of Chattanooga, Hamilton County, Tennessee:

BEGINNING at an iron rod found in the northerly margin of Martin Luther King, Jr. Boulevard, a 102-foot wide right of way, said point being the point of intersection of said northerly margin and the westerly margin of said U.S. Highway 27 at the end of a controlled access fence for said U.S. Highway 27 and approximately 580 feet, more or less, southeast of the centerline of Gateway Avenue;

THENCE, North 65 degrees 55 minutes 00 seconds West, 524.91 feet along the northerly margin of Martin Luther King, Jr. Boulevard to an iron rod old at the point of curve of a radius return for Gateway Avenue;

THENCE, 39.27 feet along the arc of the said radius return to the right having a radius of 25.00 feet (chord of North 20 degrees 55 minutes 12 seconds West, 35.35 feet) to an iron rod old in the easterly margin of said Gateway Avenue, a 60 foot-wide right of way;

THENCE, North 24 degrees 04 minutes 36 seconds East, 183.49 feet along said easterly margin to an iron rod old;

THENCE, 498.73 feet continuing northeastwardly with said easterly margin and along the arc of a curve to the right having a radius of 447.24 feet (chord of North 56 degrees 01 minute 22 seconds East 473.28 feet) to an iron rod old in the southerly margin of West Sixth Street, a continuation of Gateway Avenue;

THENCE, North 87 degrees 56 minutes 08 seconds East along said southerly margin of West Sixth Street, a 60-foot wide, 291.18 feet to an iron rod new;

THENCE, South 88 degrees 58 minutes 07 seconds East along said southerly margin and a right of way width transition line 192.50 feet to an iron rod new, 41 feet south of the centerline of said West Sixth Street;

THENCE, North 88 degrees 15 minutes 00 seconds East along said southerly margin 7.50 feet to an iron rod old in the westerly margin of said U.S. Highway 27, said iron rod old being the northeastern corner of the herein described tract;

THENCE, South 01 degree 45 minutes 00 seconds East along said westerly margin of U.S. Highway 27 295.29 feet to an iron rod old;

THENCE, South 30 degrees 58 minutes 00 seconds West along said westerly margin of U.S. Highway 27, 183.75 feet to an iron rod new;

THENCE, South 48 degrees 10 minutes 37 seconds West along said westerly margin 316.91 feet to a cross new in the concrete at the base of a power riser pole;

THENCE, South 81 degrees 15 minutes 00 seconds West along said westerly margin 146.53 feet to the POINT OF BEGINNING.

LESS AND EXCEPT that tract or parcel of land conveyed by Warranty Deed to City of Chattanooga, Tennessee, recorded in Right of way Deed in Book 8775, Page 821, in the Register's Office of Hamilton County, Tennessee.

The source of Seller's interest is found in Deed of record in Book 3787, Page 616, in the Register's Office of Hamilton County, Tennessee.

The legal description for the Real Property will be updated based upon the Survey described in Section 3. Notwithstanding the foregoing, nothing contained in this Exhibit shall affect the Purchaser's right to object to any matters contained in the Survey.

## EXHIBIT "B"

### **REQUIRED DOCUMENTS FOR DELIVERY TO EXTENT PROVIDED IN SECTION 7**

1. Prior property deeds, title policies and commitments including all exceptions to title for the Property.
2. Land surveys (ALTA, boundary and/or topo) of the Property.
3. Environmental reports relating to the Property.
4. Existing leases, amendments, addendums, with respect to occupants and tenants relating to the Property.
5. Maintenance, service, supply and utility contracts relating to the Property.
6. Archaeological information and/or reports relating to the Property.
7. Soil, geotechnical and geological information and/or reports relating to the Property.
8. Environmental reports and/or permits, including any Phase 1, Phase 2, underground storage tanks (USTs), water assessments, chemical (including fertilizer) storage areas/facilities, etc. relating to the Property.
9. All engineering, drainage, and potential flood reports relating to the Property.
10. Any other tests, studies, reports or investigations or other documents and instruments relating to the physical condition of the Property.
11. Current full copies of all utility bills for last 12 months (i.e. gas, water, electric, and waste removal) relating to the Property.
12. Copies of all warranties relating to the roof, equipment, operating systems, and any other part of the Property.
13. Building plans (as applicable, if available) and other information for the Property including the following:
  - a. All architectural drawings,
  - b. All "as-built" plans / drawings,
  - c. All construction plans,
  - d. All governmentally approved (stamped) drawings submitted for permitting,
  - e. All landscape drawings,
  - f. All surveys, site plans, including governmentally approved/stamped site plans, drawings, lot splits, plats, etc.
  - g. All zoning, variance, and/or other permitted use information; and,
  - h. All engineering, drainage, potential or actual flood reports for the Property.

**EXHIBIT "C"**

**Transferrable Personal Property**

**Gateway Inventory**

<u>Description</u>	<u>Quantity Estimated to Remain</u>
6x8 Cubicles	Approximately 300
2x6 Cubicles	Approximately 130
Office Furniture Sets	10-15 Offices may include wood desk, credenza, CRT table, guest chairs
6'-10' Conference Tables	3-6
11'-24' Conference Tables	6-9
Storage Credenzas	5-8
Training Tables	250-299
3' to 6' Various Tables	40-45
Chairs with casters	400-450
Lateral Cabinets	Approximately 50
Storage Cabinets	Approximately 60
Open Shelving	Approximately 65
Tabletop Collator	1
Misc items	Various White Boards, Pictures and Display Cabinets

**The following items left will also remain with the building:**

Breakroom Furniture  
Existing Appliances in Breakrooms  
Commercial Kitchen  
AV Equipment including Projectors and Pull Down Screens  
Fitness Center Equipment  
Maintenance Parts, Band Saw, and Shop Press  
Solar panels attached to building roof

**Security Equipment includes:**

Cameras  
Access Control Panels  
Sub Panels  
Card Readers  
Card Readers with Keypads  
Revolving Doors  
Intercom Systems  
Fire Technology Systems  
Exterior Gates

**EXHIBIT "D"**  
**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** ("**Lease**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, between **HAMILTON COUNTY, TENNESSEE** and **HAMILTON COUNTY BOARD OF EDUCATION** ("**Landlord**") and **BLUECROSS BLUESHIELD OF TENNESSEE, INC.**, a Tennessee corporation ("**Tenant**").

**WITNESSETH:**

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

ARTICLE I  
**DEFINITIONS AND FUNDAMENTAL PROVISIONS**

1.1 Addresses: 401 W. MLK Boulevard, Chattanooga, Hamilton County, Tennessee

**LANDLORD:**

Hamilton County, Tennessee  
Attn: Weston Wamp, Mayor  
625 Georgia Avenue  
Chattanooga, TN 37402

With Copy To:

Bennett & DeCamp, PLLC  
Attn: Scott Bennett  
James Building  
735 Broad Street, Suite 214  
Chattanooga, Tennessee 37402  
Email: dsb@bennettdecamp.com

**TENANT:**

BlueCross BlueShield of Tennessee, Inc.  
Attn: Roy Vaughn  
1 Cameron Hill Circle  
Chattanooga, TN 37402

With copy to:

BlueCross BlueShield of Tennessee, Inc.  
Attn: Lisa VanCleave Lay  
1 Cameron Hill Circle  
Chattanooga, TN 37402

General Counsel  
BlueCross BlueShield of Tennessee, Inc.  
1 Cameron Hill Circle  
Chattanooga, TN 37402

1.2 Broker.

JLL Capital Markets  
3344 Peachtree Rd. NE,  
Suite 1200  
Atlanta, GA 30326

1.3 Commencement Date. \_\_\_\_\_.

1.4 Lease Term. Commencing on the Commencement Date and expiring at 11:59 P.M. on February 29, 2024.

- 1.5 Minimum Rent. One Dollar (\$1.00) rent for the Lease Term.
- 1.6 Additional Rent. In the manner and to the extent provided in Article III hereof, Tenant will pay as additional rent the cost of utilities, real and personal property taxes, insurance and maintenance relating to the Premises for the Lease Term.
- 1.7 Permitted Use. Tenant shall use the Premises solely for Tenant’s business operation as of the Commencement Date and for no other purpose without Landlord’s prior written consent.
- 1.8 Premises. The building, curtilage and land located at the Address and more particularly described in the Deed recorded in Book \_\_\_\_, Page \_\_\_ of the Register’s Office of Hamilton County, Tennessee [reference Deed from BCBST to Purchaser], together with the Transferrable Personal Property, as that term is defined in the Purchase and Sale Agreement between Landlord and Tenant, dated \_\_\_\_\_, 2023.
- 1.9 Rental Payment Address:
- Hamilton County, Tennessee  
Attn: Lynn Mansfield  
Real Property Office  
Hamilton County Public Works  
4005 Cromwell Road  
Chattanooga, Tennessee 37421  
Email: LynnM@HamiltonTN.gov

ARTICLE II  
DEMISE OF PREMISES

- 2.1 Lease. Landlord hereby leases and demises to Tenant and Tenant hereby takes from Landlord the Premises; TO HAVE AND TO HOLD the Premises for the Lease Term.
- 2.2 Delivery and Acceptance of Premises. Tenant has inspected the Premises and agrees to accept the Premises in “AS-IS, WHERE-IS” condition as tendered by Landlord. **TENANT HEREBY WAIVES ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Tenant agrees that no representations with respect to the condition of the Premises and no promises to decorate, alter, repair or improve the Premises have been made by Landlord.
- 2.3 Surrender of Premises. At the expiration or earlier termination of the Lease Term, Tenant shall surrender the Premises to Landlord in good and broom-clean condition, reasonable wear and tear and damage from casualty excepted. Tenant shall promptly repair any damage to the Premises caused by the removal of any signs, furniture, trade fixtures or other personal property permitted to be removed by Tenant from the Premises. In the event Tenant fails to make such repairs as required herein, Landlord may, at its option, perform such repairs on behalf of Tenant, and Tenant agrees to pay to Landlord, as Additional Rent, the cost thereof promptly upon demand by Landlord.

ARTICLE III  
RENT AND OTHER CHARGES

- 3.1 Minimum Rent. Tenant hereby covenants to pay Minimum Rent, in advance, on the Commencement Date and Additional Rent (as provided in Sections 3.2 - 3.6 hereinbelow) as and when due during the Lease Term, without demand, deduction or setoff. The covenants of Tenant to pay Minimum Rent, Additional Rent and all other sums set forth in this Lease are separate and distinct covenants of Tenant, not contingent upon the performance of any other terms or conditions of this Lease.
- 3.2 Utilities. Beginning on the Commencement Date, Tenant shall promptly pay all charges for utilities and other services furnished to the Premises during the Lease Term, provided that the utilities will continue to be metered in Tenant's name during the Lease Term. Landlord shall not be liable for any interruptions or curtailment in such services whether for alteration, repair or improvement of the Premises or otherwise.
- 3.3 Insurance. Beginning on the Commencement Date, Tenant shall pay to Landlord Landlord's prorata (as attributable to the Lease Term) cost of maintaining Landlord's Insurance (as defined in Section 7.2). Tenant shall remit said payment to Landlord within fifteen (15) days of Landlord's delivery of an invoice in commercially reasonable form detailing the cost of Landlord's Insurance for the Lease Term.
- 3.4 Real Estate Taxes. Beginning on the Commencement Date, Tenant shall pay to Landlord each month the prorata ad valorem taxes and special assessments, if any, attributable to the Lease Term, levied or assessed upon the Premises (collectively, "Taxes"), provided that Landlord and Tenant acknowledge that the Premises should be exempt from Taxes under applicable law.
- 3.5 Sales and Use Taxes. Tenant shall pay, as Additional Rent, any sales, use or other tax imposed on Tenant's use or occupancy of the Premises during the Lease Term.
- 3.6 Personal Property Taxes. Tenant shall pay all taxes assessed on Tenant's personal property within the Premises during the Lease Term.
- 3.7 Rent. As used herein, the term "Rent" shall include Minimum Rent, Additional Rent, late charges and all other additional charges or sums payable to Landlord hereunder. All Minimum Rent and Tenant's payments for Taxes, if any, shall be paid without deduction or setoff on the first day of each calendar month, unless the time for such payment is otherwise expressly set forth herein, at the Rental Payment Address until such time or times as Landlord notifies Tenant to forward Tenant's payments elsewhere. Rent for any partial month during the Lease Term shall be prorated on a per diem basis.
- 3.8 Late Charges. In the event that any payment due to Landlord from Tenant hereunder is not received by Landlord or Landlord's agent within ten (10) business days after the due date of such payment, a late charge of five cents (\$0.05) for each One Dollar (\$1.00) so overdue per month may be charged by Landlord to Tenant. Such fee shall be payable as Additional Rent by Tenant to Landlord upon demand. Tenant acknowledges that it would be difficult or impractical to determine Landlord's actual damages resulting from such late payment,

and said late charge is an agreed upon reimbursement to Landlord for the administrative expense incurred by Landlord as a result of Tenant's late payment and is not a penalty.

ARTICLE IV  
USE

- 4.1 Use. Tenant covenants to use, occupy and operate the Premises solely for the Permitted Use and for no other purpose without Landlord's prior written consent, which may be withheld at Landlord's sole discretion. Tenant shall not, without Landlord's prior written consent, keep anything within the Premises or use the Premises for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the Premises. Tenant shall observe and comply with all reasonable rules and regulations which Landlord may from time to time adopt for the safety, operation, care and cleanliness of the Premises or the preservation of good order therein. In no event shall Tenant use the Premises for any unlawful purposes.
- 4.2 Hazardous Substances. Neither Tenant, nor Tenant's employees, invitees, agents, contractors or subcontractors, shall unlawfully generate, store, treat, dispose of, install or otherwise use, any hazardous substances on, in, under, or in any way related to the Premises, or unlawfully cause or unlawfully permit any such generation, storage, treatment, disposal, installation or other use with respect thereto. Tenant shall fully indemnify and hold Landlord harmless from any liability, damage, cost or expense that Landlord suffers or incurs in connection with Tenant's failure to fully comply with the terms and provisions of this Section. "**Hazardous Substances**" means in any unlawful quantities, any of the substances, materials, elements or compounds that are contained in the list of hazardous substances adopted by the United States Congress or the EPA or any substances, materials, elements or compounds affected by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, now or any time hereafter in effect, regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, dangerous, restricted or otherwise regulated waste, substance or material.
- 4.3 Operation of Tenant's Business. Tenant shall operate its business in the Premises in material compliance with all laws, rules, regulations and ordinances applicable thereto.

ARTICLE V  
ALTERATION, REPAIR AND MAINTENANCE

- 5.1 Repairs by Landlord. Except as provided hereinbelow, Landlord shall not be required to make any repairs to the Premises during the Lease Term. Notwithstanding the foregoing, Landlord promptly shall make repairs to the foundation, roof, structural components and the exterior walls of the Premises the useful life of which will extend beyond the Lease Term. In the event that the Premises should become in need of repairs which are not required to be made by Tenant hereunder, Tenant shall give prompt written notice thereof to Landlord. Except in the case of emergencies threatening imminent danger to persons or property, Tenant shall not authorize repairs and replacements costing in excess of \$5,000 to the Premises without the prior written consent of Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed.
- 5.2 Alterations by Tenant. Tenant shall not make any structural alterations or additions to the Premises without Landlord's prior written approval which approval shall not be unreasonably withheld, conditioned, or delayed. All alterations, fixtures, betterments and improvements, made to, or installed upon, the Premises shall remain upon the Premises, and shall become Landlord's property upon the expiration or earlier termination of this Lease. Tenant shall not affix any new item to the roof of the Premises without Landlord's prior written consent, which approval shall not be unreasonably withheld, conditioned, or delayed.
- 5.3 Repairs by Tenant. Tenant shall keep by routine maintenance, repair and replacement, at its sole cost and expense, the interior of the Premises, together with the store front, plate glass, and all doors, door closures, door frames, windows and window frames of the Premises, and all electrical (whether or not located within the Premises), plumbing (including free flow up to the boundary of the Premises), heating, ventilating, air conditioning, or any other mechanical installations serving the Premises, whether or not in or under the floor slab or on the roof of the Premises, in good condition and working order, provided that Tenant will have no obligation to make any repairs or capital expenditures if the useful life of such extends beyond the termination of the Lease Term. Tenant shall keep sufficient heat in the Premises to prevent pipes from freezing. Subject to the foregoing qualifications and limitations, Tenant shall perform all repairs and alterations required by any governmental agency to the Premises, including but not limited to, The Americans with Disabilities Act and its supporting regulations, as they may be amended from time to time. In the event Tenant fails to perform its maintenance, repair or replacement obligations as provided herein, Landlord may, at its option, perform such remedial action on behalf of Tenant, and Tenant agrees to pay to Landlord, as Additional Rent, the cost thereof promptly upon demand by Landlord. In connection with the HVAC system serving the Premises, if Landlord reasonably becomes dissatisfied with Tenant's existing arrangement for the system's maintenance, Tenant with the cooperation of Landlord as to maintenance subsequent to the Lease Term agrees to contract (at the expense of Landlord subsequent to the Lease Term) with a local HVAC contractor, reasonably satisfactory to Landlord, to establish a routine maintenance contract whereby the HVAC contractor will conduct inspections and perform routine maintenance, as is commercially reasonable and customary. Tenant shall supply Landlord with a copy of such contract. To the extent provided elsewhere in this Section, Tenant shall be responsible for all repairs to the HVAC

system. Notwithstanding the foregoing, Tenant shall not be obligated to make any capital improvements to the Premises.

5.4 Liens. Tenant hereby indemnifies Landlord against, and shall keep the Premises free from, liens for any work performed, material furnished or obligations incurred, by or on behalf of Tenant and shall discharge or bond any lien filed within ten (10) business days after the filing thereof. Failure of Tenant to remove or bond off any such liens from the Premises within ten (10) days after notice from Landlord to remove such lien shall constitute a default under this Lease and shall entitle Landlord, at its option and in addition to any other remedies available hereunder or otherwise, to remove any such lien by bonding or otherwise, and Tenant shall pay any such costs, including legal fees, incurred by Landlord in connection therewith upon demand as Additional Rent.

5.5 General Conditions. Tenant's repairs and alterations shall be made in compliance with the following rules:

(a) Tenant and/or Tenant's contractors and subcontractors for work which is in excess of \$10,000 in the aggregate shall be required to provide, in addition to the insurance required to be maintained by Tenant pursuant to Section 7.1 of this Lease, the following types of insurance covering repairs and alterations within the Premises: (i) workers' compensation coverage of at least statutory limits, (ii) builder's risk/completed value coverage, and (iii) contractor's commercial general liability coverage. Such insurance coverage shall have policy limits acceptable to Landlord. Certificates of Insurance for all the foregoing insurance shall be delivered to Landlord before any repairs or alterations are commenced. Landlord shall be named as loss payee and an additional insured with respect to such coverages as appropriate.

(b) Tenant and Tenant's contractors and subcontractors are hereby given notice that Landlord is not responsible for the payment of any amounts due Tenant's contractors and subcontractors. Tenant shall indemnify and save Landlord harmless from any damages or claims which arise as a result of Tenant's failure to comply with the provisions in this Section.

(c) All alterations, work, repairs and replacements to be performed on the sprinkler system, structural elements and/or roof shall be performed only by a contractor approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. Tenant acknowledges that any unauthorized alteration, work, repair or replacement of all or any portion of the sprinkler system, structural elements and/or any roof will invalidate existing warranties on the same, and Tenant shall indemnify and hold harmless Landlord from any loss, cost or damage arising directly or indirectly from such unauthorized work, including, without limitation, the cost of any action required to reinstate such warranties.

(d) Tenant hereby assumes any and all liability including any arising out of statutory or common law for any and all injuries to or death of any and all persons including Tenant's contractors and subcontractors and their employees and any liability for any and all damage to the property caused by, or resulting from, or arising out of any act or omission on the part of Tenant, its contractors, and its, or their subcontractors or employees in the performance of repairs or alterations, and Tenant agrees to defend, indemnify and save harmless Landlord from and against all damages, cost, liabilities, losses and/or expenses (including reasonable legal fees and expenses) which Landlord may incur, suffer or pay as a result of claims or lawsuit due to, because of, or

arising out of any and all such injuries, death and/or damage, except to the extent any of the foregoing liability or damages were caused by, or resulted from, or arose out of, any act or omission on the part of Landlord.

(e) Any consent or approval by Landlord shall in no way obligate Landlord in any manner with respect to the finished product design and/or construction by Tenant. The consent or approval by Landlord shall mean only that such plans, specifications or items meet the subjective standards of Landlord, and such consent or approval by Landlord shall not be deemed to mean that such plans, specifications or construction are structurally sound and appropriate or that such plans, specifications or construction meet the applicable building or safety codes and/or standards. Any deficiency in design or construction, notwithstanding the prior approval of Landlord, shall be solely the responsibility of Tenant. All materials and equipment furnished by Tenant shall be new and all work shall be done in a first-class manner.

## ARTICLE VI CASUALTY AND CONDEMNATION

- 6.1 Casualty. If the Premises are substantially and materially damaged or destroyed during the Lease Term by casualty or loss, this Lease may be terminated by either party by giving notice in writing to the other party prior to the commencement of such restoration, in which event the parties shall be relieved of all obligations hereunder accruing after the effective date of such termination, except for the parties' indemnity obligations and any other obligations which specifically survive the termination of this Lease. Any Rent paid in advance shall be apportioned as of the date of fire or other casualty if the Premises are rendered unfit for use.
- 6.2 Condemnation. If a taking by way of appropriation or right of eminent domain or otherwise in lieu thereof (a "Taking") of twenty-five percent (25%) or more of the Premises is taken so as to adversely and materially impair Tenant's use of the Premises, either party may terminate this Lease, in which event the parties shall be relieved of all obligations hereunder accruing after the effective date of such termination, except for the parties' indemnity obligations and any other obligations which specifically survive the termination of this Lease.

## ARTICLE VII INSURANCE AND INDEMNIFICATION

- 7.1 Tenant's Insurance. Tenant shall, at Tenant's own cost and expense, procure and maintain throughout the Lease Term, commercial general liability insurance covering the Premises in a per occurrence limit of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate naming Landlord and any mortgagee(s) of the Premises as additional insureds thereunder. Tenant shall also keep in force throughout the Lease Term, at its sole expense, property insurance covering the perils set forth under an ISO "Causes of Loss-Special Form" property insurance policy ("Tenant's Special Property Coverage") for the full replacement value of Tenant's improvements and betterments to the Premises and Tenant's property, including, but not limited to, signs, inventory, trade fixtures, furnishings and other personal property. Any proceeds from Tenant's Special Property Coverage insurance

shall be held in trust by Tenant for the purpose of repair and replacement provided that this Lease is not terminated under the provisions of Section 6.1 herein. Tenant's Special Property Coverage shall be written so as to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any loss or damage to the Premises covered by the policy. Tenant for itself, its successors and assigns, hereby waives any right of recovery against Landlord, its affiliates, employees, agents and contractors, by virtue of any casualty to the Premises and/or its property therein whether caused by Landlord, its agents, employees, invitees or otherwise, including but not limited to, compensation or damages for loss of use, inconvenience or annoyance caused by any such damages, destruction, repair or restoration to the extent such loss or portion thereof is insurable under Tenant's Special Property Coverage. Coverages maintained by Tenant hereunder shall be primary without any right of contribution from Landlord's insurance coverage regardless of whether Landlord is deemed to have any degree of fault or negligence, and shall not be canceled without thirty (30) calendar days' prior written notice being given to Landlord. Tenant shall deliver said insurance certificates thereof to Landlord prior to the Commencement Date. Should Tenant fail to obtain the insurance called for herein, Landlord may, but shall not be obligated to, procure said insurance and pay the requisite premiums, in which event, Tenant shall pay all sums so expended to Landlord, as Additional Rent, immediately upon demand. None of the requirements contained herein as to typical limits or Landlord's approval of insurance coverage to be maintained by Tenant is intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by Tenant under this Lease or otherwise provided by law.

7.2 Landlord's Insurance. Landlord shall at all times maintain commercial general liability insurance and property insurance covering the Premises in forms and amounts customary for similar properties in the same geographic area as the Premises ("**Landlord's Insurance**"). Landlord's property insurance shall be written so as to provide that the insurer waives all right of recovery by way of subrogation against Tenant in connection with any loss or damage to the Premises covered by the policy. Landlord for itself, its successors and assigns, hereby waives any right of recovery against Tenant, its successors and assigns, by virtue of any casualty to the Premises whether caused by Tenant, its agents, employees, invitees or otherwise, including but not limited to, compensation or damages for loss of use, inconvenience or annoyance caused by any such damages, destruction, repair or restoration to the extent such loss or portion thereof is insurable under Landlord's property insurance.

7.3 Indemnification. Landlord shall not be liable to Tenant or Tenant's employees, agents, patrons or invitees, or any person whomsoever, for any bodily injury or personal injury or damage to property caused by the negligence or misconduct of Tenant, its employees or agents, or of any other person entering upon the Premises under express or implied invitation of Tenant, and Tenant agrees to indemnify Landlord and hold it harmless from any loss, claim, damage, cost or expense suffered or incurred by Landlord by reason of any such damage or injury. Tenant shall not be liable to Landlord or Landlord's employees, agents, patrons, invitees or mortgagees, or any person whomsoever, for any injury to person or damage to property caused by the negligence or misconduct of Landlord, its employees or agents, and, to the extent permitted by the Governmental Tort Liability Act, Landlord

agrees to indemnify Tenant and hold it harmless from any loss, claim, damage, cost or expense suffered or incurred by Tenant by reason of any damage or injury.

ARTICLE VIII  
DEFAULT AND REMEDIES

- 8.1 Events of Default. In the event Tenant (i) fails to pay all or any portion of any sum due from Tenant hereunder within ten (10 business days of when such payment is due; (ii) does not remedy Tenant's failure to perform any of the non-monetary terms, covenants and conditions of this Lease within thirty (30) days after notice to do so (unless another time period is specified herein), excepting situations in which Tenant is proceeding to cure and such cure requires greater than thirty (30) days; (iii) becomes bankrupt, insolvent or files any debtor action or has action taken against Tenant any petition of bankruptcy; takes action or has action taken against Tenant for the appointment of a receiver for all or a portion of Tenant's assets; files a petition for a corporate reorganization; makes an assignment for the benefit of creditors, or if in any other manner Tenant's interest hereunder shall pass to another by operation of law; or (iv) commits waste to the Premises, then Tenant shall be in default hereunder. Notice required in this Section 8.1 shall be inclusive of and not in addition to any other notice required to be given by Landlord to Tenant elsewhere in this Lease.
- 8.2 Remedies. If Tenant is in default, then Landlord shall have any and all of the following rights: (i) with or without terminating this Lease, to re-enter and remove all persons and property from the Premises at the cost of and for the account and sole risk of Tenant; Tenant hereby indemnifies and holds Landlord harmless from any and all loss or damage which Tenant may incur by reason thereof, and Tenant hereby waives any right of redemption granted by any present or future laws; or, (ii) terminate this Lease and, in addition to any other available remedies, Landlord may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, including reasonable attorneys' fees, and the present value of all Rent which would become due during the remaining Term.
- 8.3 Additional Rights. The various rights and remedies herein granted to Landlord shall be cumulative and in addition to any other rights or remedies which Landlord may be entitled to at law or in equity. The exercise of one or more rights or remedies of Landlord shall not impair Landlord's right to exercise any other right or remedy. In all events, Landlord shall have the right, upon notice to Tenant, to cure any breach by Tenant, at Tenant's sole cost and expense, and Tenant shall reimburse Landlord for such costs and expenses within thirty (30) days of notice. In the event Landlord institutes dispossessory proceedings or dispossesses or evicts Tenant by summary proceedings or otherwise, Landlord shall have the option to do and perform any one or more of the foregoing in addition to, and not in limitation of, any remedy or right permitted it by law or in equity or by this Lease. In no event shall Landlord have the obligation to attempt to mitigate its damages upon the default of Tenant.

ARTICLE IX  
ASSIGNMENT AND SUBLETTING

Tenant shall not, either voluntarily or by operation of law, sell, assign, hypothecate or otherwise transfer this Lease, or sublet the Premises or any part thereof, or allow a change of ownership in the leasehold interest.

ARTICLE X  
ATTORNMEN AND SUBORDINATION

- 10.1 Attornment. Tenant shall attorn and be bound by any and all of Landlord's successors and assigns, including without limitation, any successor or successors in title to the Premises under any power of sale, foreclosure, deed in lieu of foreclosure or similar proceeding, under all of the terms, covenants, and conditions of this Lease for the balance of the Lease Term. Any assignment of Landlord's interest in this Lease shall release Landlord of all obligations accruing under this Lease after the effective date of such assignment.
- 10.2 Subordination. This Lease is, and shall be, subordinate to the lien of any mortgage, security deed, deed of trust, or the lien resulting from any other method of financing or refinancing now or hereafter in force in connection with the Premises (collectively, "Mortgages"), and to any and all advances to be made under such Mortgages, and all renewals, modifications, extensions, consolidations and replacements thereof. Tenant covenants and agrees to execute and deliver, upon demand, such further instrument or instruments subordinating this Lease on the foregoing basis to the lien of any such Mortgages as shall be reasonably requested by Landlord and any mortgagee(s) of the Premises. Provided that Tenant has received written notice of the name and address of the holder of any such Mortgage, Tenant shall forward to such holder a copy of any notices given to Landlord hereunder.

ARTICLE XI  
MISCELLANEOUS

- 11.1 Attorneys' Fees. Notwithstanding anything in this Lease to the contrary, in the event of legal action between Landlord and Tenant as a result of any alleged default by either party hereunder, the prevailing party, if any, shall be entitled to entry of judgment, including reimbursement by the other party for reasonable attorney's fees and costs incurred by the prevailing party, in connection with such action. For purposes hereof, the prevailing party, if any, is the party that recovers substantially the relief requested.
- 11.2 Accord and Satisfaction. No payment by either party hereunto or receipt by the other party of a lesser amount than the charges herein stipulated shall be deemed to be other than on account of the earliest stipulated charges, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and either party may accept such check or payment without prejudice to the other party's right to recover the balance of any amounts due hereunder or to pursue any other remedy provided herein.
- 11.3 Time of Essence. TIME IS OF THE ESSENCE WITH RESPECT TO THE TIME PERIODS OF THIS LEASE.

- 11.4 Holding Over. If Tenant holds over at the end of the Lease Term without the written consent of Landlord, Tenant shall be deemed a tenant-at-sufferance and Tenant shall pay to Landlord, during each month of such holdover period, as liquidated damages, a sum equal to twenty dollars (\$20.00) per square foot of the total building space plus all other charges payable hereunder; provided, however, acceptance of Rent by Landlord shall not be interpreted as a grant of permission for Tenant to continue in possession of the Premises.
- 11.5 Unavoidable Delays. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Lease by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, unavailability of utilities, unusual weather conditions, restricted governmental law or regulations, riots, insurrection, war, acts of terrorism or bioterrorism or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay, and the period for performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse either party from the payment of any monetary sums due under the terms of this Lease.
- 11.6 Severability. In the event any provision of this Lease to any extent shall be deemed invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and this Lease and the remaining provisions thereof shall be valid and enforceable to the full extent permitted by law.
- 11.7 Brokers. Landlord and Tenant each represent to the other that the only broker with which either has dealt in connection with this Lease is set forth in Section 1.2 herein (the "**Broker**"). Tenant is responsible for paying a fee (if any) to Broker pursuant to a separate agreement with Broker. To the extent permitted by the Governmental Tort Liability Act, each party hereto shall indemnify the other party with respect to any claims, losses, liabilities or expenses, including legal fees and costs, made by any broker or other party on the basis of any arrangements or agreements made or alleged to have been made by such party with respect to this Lease other than as specifically set forth in this Section 11.7 with respect to the Broker.
- 11.8 Waiver. No waiver by either party of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by the other party of the same provision. Either party's consent to, or approval of, any act by the other party shall not be deemed to render unnecessary the obtaining of the first party's consent to, or approval of, any subsequent act. No agreement by Landlord to accept Tenant's surrender of the Premises shall be valid unless in writing from Landlord.
- 11.9 Right of Entry. Landlord, with reasonable notice to Tenant and the right of Tenant's representative to accompany Landlord and to protect and restrict Landlord's access to information related to Tenant's business operations, shall have access to the Premises at all reasonable times to inspect the Premises and to make such repairs, additions, improvements, changes or alterations, to the Premises, as Landlord may elect.
- 11.10 Successors and Assigns. Except as otherwise provided herein, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal

representatives, executors, successors and assigns. The person(s) signing this Lease on behalf of Landlord and Tenant each represent by their signatures hereto that they have full authority from such entity to sign this Lease and obligate the entity hereunder.

- 11.11 Headings, Captions and References. The article and section captions contained in this Lease are for convenience only and do not in any way limit or amplify any terms or provisions hereof. The use of the terms “hereof”, “hereunder” and “herein” shall refer to this Lease as a whole, except where noted otherwise.
- 11.12 Survival of Obligations. The provisions of this Lease with respect to any obligation of Tenant, including, without limitation, any indemnities of Tenant contained in this Lease, and Tenant’s covenant to pay Rent, shall specifically survive the expiration or earlier termination of the Lease Term for a period of one hundred eighty (180) days, and any claim against Tenant must be made within that time.
- 11.13 Landlord and Tenant Relationship. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any other party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. No estate shall pass from Landlord to Tenant; Tenant has only a usufruct, not subject to levy or sale and not assignable by Tenant except as expressly set forth herein.
- 11.14 Jury Trial. TENANT AND LANDLORD BOTH WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES OR THEIR SUCCESSORS, UNDER OR CONNECTED WITH THIS LEASE, OR ANY OF ITS PROVISIONS.
- 11.15 Notices. Any notice or communication required or permitted hereunder shall be in writing and be sent either by: (i) personal delivery service with charges therefor billed to shipper; (ii) overnight delivery service with charges therefor billed to shipper; or (iii) United States Mail, postage prepaid, certified mail, return receipt requested, addressed to Landlord or Tenant, as the case may be, at the address set forth in Section 1.1 of this Lease. Any notice or communication sent as hereinabove provided shall be deemed given or delivered: (i) upon receipt if personally delivered; (ii) upon delivery by an overnight delivery service; or (iii) if sent by the U.S. Postal Service Certified Mail, on the date appearing on the return receipt, or if there is no date on such return receipt, the receipt date shall be presumed to be the postmark date appearing on such return receipt. If delivery is refused or cannot be made, the notice date shall be the date of attempted delivery. Either party may change its address for notice by notice to the other party in the manner set forth above at least ten (10) days prior to such change.
- 11.16 Representations. Tenant acknowledges that neither Landlord nor Landlord’s agents, employees or contractors have made any representations or promises with respect to the Premises or this Lease, except as expressly set forth herein. By executing this Lease, the parties hereto represent and warrant that they have full authority to enter into this Lease and to perform the covenants contained herein.
- 11.17 LANDLORD’S LIABILITY. IN THE EVENT OF ANY DEFAULT OF LANDLORD, TENANT SHALL NOT SEEK TO SECURE ANY CLAIM FOR DAMAGES OR

INDEMNIFICATION BY ANY ATTACHMENT, LEVY, JUDGMENT, GARNISHMENT OR OTHER SECURITY PROCEEDINGS AGAINST ANY PROPERTY OF LANDLORD OTHER THAN LANDLORD'S EQUITY IN THE PREMISES; IT BEING AGREED AND UNDERSTOOD, HOWEVER, THAT THE MAXIMUM RECOVERY BY TENANT AGAINST LANDLORD SHALL BE LIMITED TO THE LESSER OF THAT AMOUNT PROVIDED BY APPLICABLE LAW OR LANDLORD'S EQUITY INTEREST IN THE PREMISES, WHICHEVER IS LESS. LANDLORD, AS USED HERE, SHALL INCLUDE ANY ASSIGNEE OR OTHER SUCCESSOR OF THE ORIGINAL LANDLORD OR ITS SUCCESSORS OR ASSIGNS.

- 11.18 Jurisdiction. The laws of the State of Tennessee shall govern the interpretation, validity, performance and enforcement, of this Lease.
- 11.19 Recordation. Neither Landlord nor Tenant shall record this Lease or any so-called short form Lease without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned, or delayed.
- 11.20 Estoppel Certificates. Within ten (10) business days after written request by Landlord, Tenant shall execute, acknowledge and deliver to such address as may be designated in such request, a certificate stating that this Lease is in full force and effect and has not been modified, supplemented or amended in any way, except as indicated in such certificate; that all conditions and agreements hereunder to be performed by Landlord and Tenant have been satisfied or performed, except as set forth in said certificate; that neither Landlord nor Tenant is in default with respect to any obligation required hereunder except as set forth in detail on such certificate; and the date to which Rent has been paid as of the date set forth in such certificate. Failure to execute and return such certificate within ten (10) business days shall constitute a default hereunder.
- 11.21 Entire Agreement. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and no subsequent amendment or agreement shall be binding upon either party unless it is signed by each party. The submission of this Lease shall not constitute an offer to Lease by Landlord and this Lease shall not be binding unless and until it is signed by Landlord and Tenant.
- 11.22 Counterparts. This Lease may be executed in any number of original or facsimile counterparts or .pdf counterparts delivered by electronic mail, each of which will be effective on delivery and all of which together will constitute one binding agreement of the parties. Any signature page of this Lease may be detached from any executed counterpart of this Lease without impairing the legal effect of any signatures and may be attached to another counterpart of this Lease that is identical in form to the document signed (but that has attached to it one or more additional signature pages).

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**  
**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease as of the day and year first above written.

Date: \_\_\_\_\_, 2023

**TENANT:**

**BLUECROSS BLUESHIELD OF  
TENNESSEE, INC.**, a Tennessee corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

**LANDLORD:**

**HAMILTON COUNTY, TENNESSEE**

By: \_\_\_\_\_

Name: Weston Wamp

Title: Mayor

Date: November 9, 2023

**HAMILTON COUNTY BOARD OF  
EDUCATION**

By: \_\_\_\_\_

Name: D. K. Joe Smith

Title: Chairperson

Date: November 9 2023

By: \_\_\_\_\_

Name: Dr. Justin Robertson

Title: Superintendent

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (this "Agreement") is effective as of the 28th day of November, 2023 ("Effective Date") by and between **BLUECROSS BLUESHIELD OF TENNESSEE, INC.**, a Tennessee corporation ("Seller"), and **HAMILTON COUNTY, TENNESSEE** and **HAMILTON COUNTY BOARD OF EDUCATION** (collectively, "Purchaser").

1. Description of Property. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase, for the price and upon the terms and conditions set forth below that certain real property (the "Real Property") located at 401 W. MLK Boulevard, Chattanooga, Hamilton County, Tennessee and part of Tax Map and Parcel numbers 135N B 002 and all improvements, rights, easements, privileges, hereditaments and appurtenances thereto belonging, and being more particularly described on Exhibit "A" attached hereto and made a part hereof (as the same may be revised as provided herein) and certain personal property described in Section 8 (the "Personal Property") (the Real Property and Personal Property are sometimes referred to collectively as the "Property").

2. Purchase Price. The purchase price of the Property is Ten Million and 00/100 Dollars (\$10,000,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows: (a) Two Hundred Thousand and No/100 Dollars (\$200,000.00) (the "Deposit") no later than five (5) business days after the Effective Date, which shall be held by Cumberland Title and Guaranty Company, LLC, Attn: Todd C. McCain, 200 E. 8th Street, Chattanooga, Tennessee 37402, as escrow agent ("Escrow Agent" or "Title Company"); and (b) the remaining balance paid in cash and delivered at Closing (as hereinafter defined) or by wire transfer of confirmed funds through escrow on the day of Closing. The Deposit shall be held in an interest-bearing account and all interest shall be applied to the Purchase Price at Closing or returned to Purchaser or transmitted to Seller if so required under the terms of this Agreement.

3. Title and Survey. The Property shall be conveyed subject to the following: (a) real estate taxes not yet due and payable; and (b) all easements, regulatory obligations and requirements, mineral rights held by others (if any), rights-of-way, covenants, reservations, restrictions, and other exceptions, including applicable zoning laws, to the extent hereafter approved by Purchaser or deemed approved pursuant to the terms of this Agreement (the "Permitted Exceptions"). Notwithstanding the foregoing, Seller agrees that in all events it shall (x) cause all mortgages, deeds of trust, security interests, loan documents and other monetary liens to be released at or before the Closing, (y) execute Title Company's commercially reasonable affidavits necessary to remove the so-called standard exceptions from the title policy, and (z) provide all resolutions, good standing certificates and other items necessary to satisfy any requirements set forth in the Title Commitment relating to the good standing, authorization or other corporate matters relating to the Seller, all regardless of whether any such items are raised as Title Objections as set forth below.

Promptly after the execution of this Agreement, Purchaser shall obtain a commitment for an ALTA Owner's Extended Coverage Policy of Title Insurance issued by Title Company (the "Title Commitment"). Purchaser shall promptly obtain, at Purchaser's own expense, a current ALTA survey of the Property, which shall include a full legal description acceptable to Title Company and identify all boundary line encroachments, if any (the "Survey"). Purchaser promptly

shall furnish a copy of the Survey to Seller. In addition to persons identified by Purchaser, the Survey shall also be certified to Seller. Purchaser shall have from the Effective Date until the date that is thirty (30) days prior to the expiration of the Inspection Period to notify Seller, in writing, of Purchaser's disapproval of any exceptions shown in said Title Commitment or matters shown on the Survey and to inform Seller of the requirements to be fulfilled by Seller in connection with the issuance of the owner's policy of title insurance (collectively, the "Title Objections"). If Purchaser timely notifies Seller in writing of the Title Objections as set forth above, Seller shall, within ten (10) business days following Seller's receipt of such notice from Purchaser, notify Purchaser that (a) Seller shall cure the Title Objections, or (b) Seller is either unwilling or unable to cure the Title Objections (the "Seller's Title Notice"). Seller's failure to give Seller's Title Notice will be deemed to mean that Seller is unwilling or unable to cure the Title Objections. Seller shall, at its option, be entitled to cure any Title Objections at the Closing through the use of the Closing proceeds or otherwise.

If Seller shall have elected to cure the Title Objections in the Seller's Title Notice as set forth above and does not cure such Title Objections by the Closing Date (as later defined), then Purchaser shall have the right (exercisable within ten (10) business days after Seller's notification of its inability to cure or, if no such notification is delivered by Seller, within ten (10) business days after the scheduled Closing Date) to terminate this Agreement, in which event the Deposit will be returned to Purchaser as its sole remedy. If Purchaser does not terminate this Agreement in accordance with the immediately preceding sentence, then Purchaser shall be deemed to have elected to accept the uncured Title Objections which will be deemed to be "Permitted Exceptions," and to purchase the Property subject thereto, with no adjustment, abatement or offset to the Purchase Price as a result of the existence of such uncured Title Objections.

If Seller notifies Purchaser that it is either unwilling or unable to cure the Title Objections or fails to respond to the Title Objections, Purchaser may terminate this Agreement by written notice given to Seller within five (5) business days after (i) Purchaser's receipt of Seller's Title Notice or (ii) Seller's failure to give the Title Notice ("Purchaser's Termination Notice"), whereupon neither party shall have any further liability to the other except for those obligations which survive the termination, and the Deposit shall be promptly returned to Purchaser. In the event Purchaser does not deliver Purchaser's Termination Notice to Seller as set forth above, then Purchaser shall be deemed to have elected to accept the Uncured Title Exceptions, and Purchaser and Seller shall proceed to Closing with the Title Objections which will become Permitted Exceptions. Nothing in this Section 3 shall limit Purchaser's right to terminate this Agreement prior to the expiration of the Inspection Period pursuant to Section 4 below.

4. Due Diligence. The obligations of Purchaser hereunder are conditioned upon Purchaser's obtaining satisfactory assurances with respect to the Property, in Purchaser's sole and absolute discretion, no later than one hundred twenty (120) days from the Effective Date (the "Inspection Period"). If Purchaser is unable to obtain satisfactory assurances with respect to the Property, for any reason or no reason at all, Purchaser may terminate this Agreement by notifying Seller at any time before 11:59 P.M. (eastern time) on or before the last day of the Inspection Period and Purchaser shall recover the Deposit from Escrow Agent. If Purchaser fails to terminate this Agreement prior to the expiration of the Inspection Period, Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section and the Deposit shall be nonrefundable to Purchaser except in the event of a Seller default hereunder that results in the

termination of this Agreement or as otherwise expressly provided in this Agreement in Section 3 (Title and Survey).

Seller grants Purchaser and Purchaser's agents, representatives and designees, the right to enter the Property during normal business hours during the term of this Agreement to undertake non-invasive inspections of the Property, provided that the foregoing shall not unreasonably interfere with the normal activities on the Property. Purchaser shall not conduct a Phase II without Seller's prior written consent, which consent shall not be unreasonably withheld or delayed if Purchaser's Phase I (or equivalent report) recommends such Phase II. The findings of the Phase I and Phase II (if applicable) reports promptly will be furnished to Seller's representatives. Purchaser shall have the right to conduct soil boring, sampling, and geotechnical testing, provided Seller shall have the right to approve Purchaser's boring plan. Any invasive testing, boring or sampling of any part of the Property to which Seller consents must be performed by licensed contractors and consultants approved by Seller in its reasonable discretion. Purchaser's inspections shall comply at all times with applicable law. Before each entry upon the Property, Purchaser and Purchaser's representatives, as applicable, shall (i) give at least twenty-four (24) hours' prior written notice (notice by email being acceptable) of such proposed entry to Lisa VanCleave Lay as representative of Seller ("Seller's Representative") per the notice section set forth herein, or another designee identified by Seller; (ii) provide Seller with proof of insurance in compliance with the requirements described below; and (iii) provide Seller with a reasonably detailed scope of work for each entry at the Property, along with the name of the contractor(s) or consultant(s) performing such inspection. Furthermore, at Seller's request, Purchaser and Purchaser's representatives shall be accompanied by Seller's Representative or her designee at all times during any entry upon the Property. Purchaser shall not damage the improvements located on the Property. If any damage to the improvements located on the Property occurs, then Purchaser shall promptly and fully repair and restore any damage caused to the improvements located on the Property or any part thereof as a result of the acts or omissions of Purchaser (or its agents, officers, employees, contractors or other representatives). In the event Purchaser bores any holes on the Property, such holes will be filled in by Purchaser. Purchaser will be responsible for replacing any landscaping or trees which are removed in connection with Purchaser's testing of the Property. To the extent permitted by the Governmental Tort Liability Act, Purchaser agrees to defend, indemnify and hold Seller harmless and from any and all liabilities, claims, lawsuits, actions, judgments, demands, losses and costs incurred by Seller due to Purchaser's (or Purchaser's contractors, agents, representatives or employees) entry upon and/or inspection of the Property; provided, however, such indemnification and hold harmless obligation shall not extend to damage to property, to the extent such arises from 1) the mere discovery by Purchaser (or by its employees, agents or contractors) of any unsafe or dangerous pre-existing property condition, including, without limitation, any environmental condition at, on, under or migrating from or to the Property, or 2) the negligent or intentional misconduct of Seller and/or its officers, employees or agents. Notwithstanding the foregoing, Purchaser shall be liable for any injury, damage, liability, loss, cost, or expense, including, but not limited to, reasonable attorneys' fees and court costs to the extent Purchaser exacerbates any such pre-existing condition. The foregoing agreement of Purchaser regarding indemnification shall survive Closing or the termination of this Agreement. Prior to Closing, to the extent allowed by applicable law, subject to the Open Records Act referenced in Section 19 hereof, the results of all inspections, site assessment reports, environmental reports, surveyor and/or other reports prepared by third party consultants or professionals for or on behalf of Purchaser with respect to the Property (collectively "Reports") will remain confidential and will not be disclosed to third parties, other than Purchaser's attorneys

and agents in connection with their assessment of the Property. If this Agreement is terminated prior to Closing, Purchaser shall, within ten (10) days of Purchaser's receipt of written request from Seller, provide Seller with all true and complete originals of the Reports.

Prior to any entry on the Property, Purchaser shall cause any third-party provider inspecting or performing work on the Property to carry reasonably prudent insurance given the scope of work involved and to provide Seller with reasonably satisfactory evidence thereof. Additionally, to the extent permitted by the Governmental Tort Liability Act, Purchaser acknowledges that it self-insures with respect to Purchaser's liabilities under this Section 4.

5. Closing; Adjustments, Costs and Expenses.

(a) The closing ("Closing") shall take place on or before ten (10) days following the expiration of the Inspection Period, or ten (10) days following the satisfaction of any outstanding conditions to Closing if such conditions are still outstanding as of the date ten (10) days after the expiration of the Inspection Period but in no event later than sixty (60) days after the end of the Inspection Period (the "Closing Date").

(b) At Closing, Purchaser shall pay the Purchase Price in cash or wired funds less the Deposit and interest thereon which will be paid to Seller in cash by the Escrow Agent, and Seller shall execute and deliver to Purchaser the following documents, which Seller and Purchaser shall negotiate in good faith and which shall be reasonably acceptable to both parties and the Title Company: (i) a Limited Warranty Deed ("Deed") conveying fee simple title to the Property to Purchaser subject only to the Permitted Exceptions; (ii) a customary affidavit and indemnity agreement to the Title Company enabling it to issue its final title insurance policy without exception for mechanic's or materialmen's liens, parties in possession, or other off-record matters; (iii) a non-foreign affidavit pursuant to the Internal Revenue Code of 1986, as amended; (iv) instruments satisfactory to Purchaser and the Title Company reflecting the proper authority of Seller to consummate the transaction contemplated by this Agreement; (v) a closing statement for the transaction; (vi) a bill of sale as described in Section 8; (vii) if and to the extent required by the Title Company to cure Purchaser's Title Objections, a quitclaim deed describing any portion of the Real Property shown in the Survey which is not included in the legal description in Exhibit "A"; and (viii) such other typical and customary documents that may be reasonably required by the Title Company, or as may be reasonably required by Purchaser, provided in the latter case that they do not unreasonably increase Seller's liability hereunder. At Closing, Seller shall deliver exclusive possession of the Property to Purchaser subject only to the Permitted Exceptions and the Lease (as defined in Section 23 below).

(c) Real estate taxes, rents and utilities for the Property shall be apportioned and prorated as of the end of the day preceding the Closing Date. If the amount of any prorated item for the year in which the Closing takes place is not known at the Closing, it shall be estimated on the basis of the most current information available on the Closing Date, and if the actual amount of any such item other than real estate taxes (for which the apportionment will be final) for the year of Closing is different than the estimated amount, Seller and Purchaser will promptly adjust such amounts and the appropriate party will pay the difference to the other party within ten (10) business days after the amount of such adjustment has been determined. The foregoing agreements shall survive the Closing. Seller and Purchaser shall divide equally the premium for the title insurance (excluding any endorsements which Purchaser obtains, which will be at Purchaser's

expense) to be furnished pursuant to Section 3 above. Purchaser shall pay all costs of its financing, if any. Purchaser shall pay the cost of the Survey of the Property. Seller shall pay all transfer taxes and recording costs related to recording the Deed to the extent payable under applicable law (excluding those related to Purchaser's financing, if any). The parties will divide equally any escrow/closing fee charged by the title company. Each party shall be responsible for its own attorneys' fees in connection with this transaction.

6. Purchaser's Conditions to Closing. Purchaser's obligations to close shall be subject to the following conditions as of the Closing Date: (i) not later than the termination of the Inspection Period, the Hamilton County Board of Commissioners shall have approved the Agreement in substantially the form hereof, (ii) there is no moratorium then in effect that prevents the use of the Property as a public school by Purchaser; (iii) there is no pending condemnation of the Property; (iv) there is no uncured default by Seller, (v) there is no change in zoning for the Property without Purchaser's reasonable consent; (vi) Purchaser's receipt of a revised copy of the Title Commitment that has been downdated to Closing and commits to issue the Title Policy to Purchaser subject only to Permitted Exceptions; (vii) no Material Adverse Change having occurred in the condition of Property (including, but not limited to, any material change in environmental condition); (viii) Seller shall have performed in all material respects each covenant and obligation to be performed hereunder, and (ix) no valid temporary restraining order or injunction, that will have a Material Adverse Effect on the Property or Purchaser's proposed development of the Property having been instituted. If any of the foregoing adverse conditions exist as of the Closing Date, Purchaser shall have the right to terminate this Agreement and receive a refund of the Deposit and interest thereon. For purposes of this Agreement, the terms "Material Adverse Change" and "Material Adverse Effect" shall mean, respectively, a change or effect that is not covered by casualty insurance and for which the cost to correct, replace or repair is in excess of \$100,000.00.

7. Delivery of Documents. Seller shall deliver to Purchaser within fifteen (15) business days after the Effective Date with respect to the Property physical or electronic copies of the items described on Exhibit "B" attached hereto to the extent (i) not previously furnished by Seller to Purchaser in connection with the transaction contemplated by this Agreement, and (ii) known by Seller's Representative to be in Seller's possession relating to the Property (the "Required Documents for Delivery"). The Required Documents for Delivery shall be deemed delivered without any representation or warranty, express or implied, as to the accuracy or completeness of the information contained therein or revealed thereby, or to the transferability of or benefit to Purchaser thereof, and any reliance on the Required Documents for Delivery by Purchaser shall be at Purchaser's sole risk and without any claim against Seller for any loss or injury suffered by Purchaser due to Purchaser's reliance thereon. To the extent allowed by applicable law, subject to the Open Records Act referenced in Section 19, the Required Documents for Delivery will be maintained by Purchaser and its attorneys and other agents as confidential until the Closing except as necessary to enable Purchaser to evaluate the Property. If, for any reason, the Closing does not occur, Purchaser promptly will return to Seller the originals of the Required Documents for Delivery.

8. Personal Property. At Closing, Seller will convey to Purchaser by a commercially reasonable bill of sale, the trade fixtures, furniture and equipment which currently are located on the Property and are generally described on Exhibit "C" ("Transferrable Personal Property"). At Closing, at Seller's sole option, a reasonable allocation of the Purchase Price will be assigned and attributable to the Transferrable Personal Property, which, if the Lease (described in Section 23

hereof), is entered into, will be leased back to Seller without charge pursuant to the Lease. All other personal property of Seller located on the Property at Closing, at Seller's sole option, may be retained on the Property during the Lease Term (as defined in the Lease) and used by Seller, and at or prior to the expiration of the Lease Term (or the Closing if the Lease is not applicable), and at Seller's sole option, will be either removed by Seller or abandoned and left on the Property for Purchaser's use or discardment at Purchaser's expense.

9. Seller's Representations and Warranties. The matters set forth in this Section 9 constitute representations and warranties by Seller which shall, in all material respects, at Closing be true and correct. If Seller has or becomes aware of any reason to believe that any of the following representations and warranties in any material respect are not true, have ceased to be true, or may cease to be true, Seller shall give prompt notice to Purchaser (which notice shall include copies of the instrument, correspondence, or document, if any, upon which Seller's notice is based). As used in this Section, the phrase "**to Seller's Knowledge**" shall mean only the actual knowledge of Seller's Representative without any independent inquiry and without any implied duty to inquire, and does not include knowledge imputed to Seller from any other person, of (i) the inaccuracy, untruth or incorrectness in any material respect of a representation or warranty or (ii) facts which would induce a reasonable, similarly situated property owner to conduct inquiry which would lead to discovery of such inaccuracy, untruth, or incorrectness. To the extent Purchaser has or acquires actual knowledge that these representations and warranties are inaccurate, untrue, or incorrect in any material respect, Purchaser shall promptly notify Seller of same. Purchaser unconditionally and irrevocably waives any claim against the Seller's Representative relating to or arising out of this Agreement, which waiver shall survive the Closing or sooner termination of this Agreement.

(a) Power and Authority. Seller has the legal power, right and authority to enter into and deliver this Agreement to Purchaser and to consummate the transactions contemplated hereby. Seller has obtained or will obtain any and all consents required to enter into all of the documents to be delivered by Seller on or prior to the Closing Date. This Agreement has been, and all of the documents to be delivered by Seller on or prior to the Closing Date will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the binding obligation of Seller, subject to all provisions of applicable law.

(b) Proceedings. To Seller's Knowledge, Seller has not received actual notice overtly threatening any of the following: (i) annexation, condemnation or similar proceeding affecting all or any portion of the Real Property; (ii) proceedings to change or redefine the zoning classification or zoning requirements applicable to any portion of the Real Property; (iii) changes in road patterns or grades which may adversely affect in any material respect access to any roads providing a means of ingress to or egress from the Real Property; or (iv) proceedings that otherwise materially and adversely affect the Property.

(c) Contravention. To Seller's Knowledge, Seller is not prohibited from consummating the transactions contemplated by this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.

(d) Termination of Certain Contracts. To Seller's knowledge, there are no contracts, management agreements or other agreements related to the operation or maintenance of the Property that cannot be canceled at Purchaser's option upon the termination of the Lease without

penalty and on no more than thirty (30) days' prior notice, or that, upon such cancellation, would create, give rise to, or form the basis of, a lien or other encumbrance on the Property, or any portion thereof. To Seller's Knowledge, the copies of contracts delivered to Purchaser as part of the Required Documents for Delivery are complete copies of all material contracts affecting the Property that would survive the termination of the Lease. To Seller's Knowledge, neither Seller nor any other party is in material default under any Contract. To Seller's Knowledge, other than this Agreement, the Permitted Exceptions (as defined in Section 3), and the contracts which are part of the Required Documents for Delivery, there are no contracts or agreements of any kind relating to the Property to which Seller or its agents is a party and which would be binding on Purchaser after the termination of the Lease. On the termination of the Lease, there will be no unpaid bills for services rendered or labor performed pursuant to any such contracts or agreements with respect to the Property or, at the option of Seller, sufficient funds will be delivered to Purchaser by Seller at the termination of the Lease to pay these amounts.

(e) Change in Legal Requirements. No actual notice has been received by Seller from any governmental authority with respect to any pending or contemplated change in any legal requirement which will have a Material Adverse Effect on the use or ownership of the Property.

(f) Compliance. To Seller's Knowledge, Seller has not been notified by any governmental entity having jurisdiction over the Property that the Property is in violation of any applicable law.

(g) Litigation. There is no pending or, to Seller's Knowledge, threatened litigation with respect to the Property before any civil court of law or equity or any regulatory or arbitral forum.

(h) No Property Interests. To Seller's Knowledge, no person, firm or entity has any rights to acquire or to lease all or any portion of the Property or otherwise to obtain any interest therein and there are no outstanding options, rights of first refusal or negotiation, rights of reverter, or rights of first offer relating to all or any portion of the Property or any interest therein.

(i) Environmental Compliance. To Seller's Knowledge, except as may be disclosed in the Required Documents for Delivery, the Property is not in violation of any applicable law with respect to Hazardous Substances. "**Hazardous Substances**" as used herein shall mean toxic or hazardous materials, substances, wastes or other environmentally regulated substances (including without limitation, asbestos, polychlorinated biphenyls ("PCBs"), petroleum products, radon gas, toxic or radioactive materials, ammonia, chlorine, pesticides, bulk chemicals, solvent mixtures, waste oils, substances listed in the United States Department of Transportation Table or by the Environmental Protection Agency (or any successor agency) as hazardous substances, or which are classified as hazardous or toxic under local, state or federal laws, rules or regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, the applicable requirements issued by the Occupational Safety and Health Administration ("OSHA"), including without limitation OSHA regulations set forth in 29 C.F.R. § 1910.1030 and OSHA's Bloodborne Pathogen Standard and revised Center for Disease Control recommendations relating to handling and disposal of infectious waste, 29 C.F.R. § 1910.1030, and any regulations promulgated thereunder and any State counterparts thereof.

(j) Patriot Act.

(i) To Seller's Knowledge, Seller is in compliance with the requirements of Executive Order No. 133224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the "September Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders or regulations in respect thereof (the September Order and such other rules, regulations, legislation, or orders are collectively called the "Orders"). Further, Seller covenants and agrees to make its policies, procedures, and practices regarding compliance with the Orders, if any, available to Purchaser for its review and inspection during normal business hours and upon reasonable prior notice.

(ii) To Seller's Knowledge, Seller:

1) is not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the September Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists");

2) is not a person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or

3) is not owned or controlled by, or acts for or on behalf of, any person or entity on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

Seller hereby covenants and agrees that if Seller becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Seller shall promptly notify Purchaser in writing, and in such event, Purchaser shall have the right to terminate this Agreement without penalty or liability to Purchaser immediately upon delivery of written notice thereof to Purchaser.

In the event that any representation or warranty by Seller in this Section 9 (each, a "Seller's Warranty" and, collectively, "Seller's Warranties") is inaccurate or untrue as of the Closing Date in any material respect, Purchaser shall have the right to terminate this Agreement, in which event, notwithstanding anything in this Agreement to the contrary, the Deposit shall be immediately returned to Purchaser by the Escrow Agent, and neither party shall have any further obligation or liability hereunder except for obligations which expressly survive cancellation or termination of this Agreement. In the event any Seller's Warranty is inaccurate or untrue in any material respect as of the Effective Date or as of the Closing Date, in either case by reason of Seller's intentional misrepresentation, then, in addition to Purchaser's right to terminate this Agreement and recover the Deposit, Seller shall pay Purchaser for Purchaser's documented out of pocket expenses paid to third parties in connection with the transaction contemplated hereby, up to the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) (collectively, "Purchaser's Expenses"), and neither party hereto shall have any further obligations hereunder except for such obligations and indemnities which expressly survive the termination of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the failure of Seller's representations and warranties

to be true shall not be deemed to be a default by Seller under the terms of this Agreement as long as Seller's representations and warranties were true and accurate as of the Effective Date and became untrue subsequent to the Effective Date due to acts of third parties or a change in conditions or events not within the Seller's control and not due to any willful act or omission of Seller.

Seller's Warranties shall survive Closing, the delivery of the Deed (as defined below) and the payment of the Purchase Price for a period of one hundred eighty (180) days. From and after Closing, but subject to the terms of this section, including the limitations provided in the preceding sentences, Seller shall indemnify and hold Purchaser, harmless from and against any and all reasonable out of pocket costs, fees, expenses, damages, deficiencies, interest and penalties (including, without limitation, reasonable attorneys' fees and disbursements) suffered or incurred by any such indemnified party in connection with any and all losses, liabilities, claims, damages and expenses (collectively, "Losses"), arising out of, or in any way relating to a Seller's Warranty being untrue or inaccurate in any material respect. Notwithstanding anything to the contrary in this Agreement, Seller will have no liability (for indemnification or otherwise) under this section until the total of all Losses exceeds \$25,000, and then only for the amount by which the Losses exceed \$25,000. With respect to any claim that would be related to any warranty contained in the title to the Property, Purchaser shall first use its commercially reasonable efforts to recover any Losses pertaining to the claim from any title insurance policy issued to Purchaser with respect to the Property and shall diligently prosecute the claim (and the satisfaction thereof) with the insurer in lieu of pursuing a claim against any warranty. This Section shall survive Closing. Notwithstanding anything to the contrary contained in this Agreement, if, at Closing, Purchaser shall have actual knowledge of facts that render any specific warranty or representation of Seller then inaccurate or untrue or Purchaser otherwise learns that any representation or warranty made by Seller is untrue, inaccurate or incorrect in any respect, and Purchaser proceeds to Closing despite knowledge of the facts, then Purchaser shall be deemed to have waived any post-closing cause of action or claim for damage against Seller arising out of Seller's breach of the representation or warranty. Purchaser will be deemed to have knowledge of all matters set forth in the Required Documents for Delivery.

10. AS-IS SALE.

**BY ENTERING INTO THIS AGREEMENT, PURCHASER REPRESENTS AND WARRANTS THAT IT WILL PERFORM AN INDEPENDENT INVESTIGATION, ANALYSIS AND EVALUATION OF THE PROPERTY, WHICH, FOR PURPOSES OF THIS SECTION 10, INCLUDES THE TRANSFERABLE PERSONAL PROPERTY. PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD, PURCHASER SHALL DETERMINE, SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHETHER THE PROPERTY IS ACCEPTABLE TO PURCHASER. PRIOR TO THE EXPIRATION OF THE INSPECTION PERIOD, PURCHASER SHALL CONDUCT ITS OWN THOROUGH AND INDEPENDENT INSPECTION, INVESTIGATION, ANALYSIS AND EVALUATION OF ALL INSTRUMENTS, RECORDS AND DOCUMENTS WHICH PURCHASER INDEPENDENTLY DETERMINED TO BE APPROPRIATE OR ADVISABLE TO REVIEW IN CONNECTION WITH PURCHASER'S ACQUISITION OF THE PROPERTY AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.**

**PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER HAS SUBSTANTIAL EXPERIENCE WITH REAL PROPERTY AND ITS OPERATIONS, AND THAT IF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT CLOSES, PURCHASER**

WILL ACQUIRE THE PROPERTY IN AN "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION, AND SOLELY IN RELIANCE ON PURCHASER'S OWN INSPECTION AND EXAMINATION.

EXCEPT AS TO THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THE CONVEYANCE DOCUMENTS, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT SELLER MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, NATURE OR SORT, EXPRESS OR IMPLIED, WITH RESPECT TO THE PHYSICAL CONDITION, PAST, PRESENT OR FUTURE OPERATION AND/OR PERFORMANCE, OR VALUE, OF THE PROPERTY AND THAT SELLER CONVEYS ALL OF ITS PROPERTY TO PURCHASER "AS IS, WHERE IS, WITH ALL FAULTS," AND PURCHASER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN AND THE CONVEYANCE DOCUMENTS, SELLER MAKES NO REPRESENTATIONS, GUARANTIES OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE QUALITY, CHARACTER, EXTENT, PERFORMANCE, CONDITION OR SUITABILITY OF ITS PROPERTY FOR ANY PURPOSE.

PURCHASER'S INSPECTION, INVESTIGATION AND SURVEY OF THE PROPERTY SHALL BE IN LIEU OF ANY NOTICE OR DISCLOSURE REQUIRED BY ANY APPLICABLE HEALTH AND SAFETY CODE, OR BY ANY OTHER PROVISION OF APPLICABLE LAW, RULE OR REGULATION, INCLUDING LAWS REQUIRING DISCLOSURE BY SELLER OF FLOOD, FIRE, MOLD, SEISMIC HAZARDS, LEAD PAINT, LANDSLIDE AND LIQUEFACTION, GROUND WATER, RADIOLOGICAL AND OTHER GEOLOGICAL HAZARDS, RAILROAD AND OTHER UTILITY ACCESS, SOIL CONDITIONS, VAPOR CONDITIONS, AND OTHER CONDITIONS WHICH MAY AFFECT THE USE OF THE PROPERTY, AND PURCHASER HEREBY WAIVES ANY REQUIREMENT FOR A NOTICE THAT IS NOT OTHERWISE REQUIRED BY APPLICABLE LAW PURSUANT TO THOSE PROVISIONS AND HEREBY ACKNOWLEDGES AND AGREES THAT IT WILL CONDUCT ITS OWN INSPECTIONS AND REVIEWS WITH RESPECT TO ALL MATTERS COVERED THEREBY, AND, EXCEPT WITH RESPECT TO FRAUD OR THE REQUIREMENTS OF APPLICABLE LAW, HEREBY RELEASES SELLER FROM LIABILITY IN CONNECTION WITH ANY SUCH NOTICES REQUIRED BY ANY APPLICABLE LAW, RULE OR REGULATION.

FURTHERMORE, EXCEPT AS TO THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE CONVEYANCE DOCUMENTS, PURCHASER ACKNOWLEDGES THAT SELLER MAKES NO, AND HAS MADE NO, REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE PRESENCE OR MIGRATION OF HAZARDOUS SUBSTANCES AND MATERIALS UPON, WITHIN, OR TO OR FROM THE PROPERTY. IN THAT REGARD, PURCHASER WILL, PRIOR TO CLOSING, CONDUCT ITS OWN INVESTIGATIONS TO DETERMINE IF THE PROPERTY CONTAINS ANY HAZARDOUS SUBSTANCES AND MATERIALS OR WASTE, MATERIALS, DISCHARGE, DUMPING OR CONTAMINATION, WHETHER SOIL, GROUNDWATER OR OTHERWISE, WHICH RELATE TO ANY FEDERAL, STATE, LOCAL OR OTHER GOVERNMENTAL LAW, REGULATION OR ORDER OR REQUIRES REPORTING TO ANY GOVERNMENTAL AUTHORITY.

EXCEPT WITH RESPECT TO (i) THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH HEREIN AND IN THE CONVEYANCE DOCUMENTS TO BE DELIVERED TO PURCHASER, (ii) FRAUD BY SELLER, AND (iii) UNENFORCEABILITY UNDER APPLICABLE LAWS, IF PURCHASER CLOSES THIS TRANSACTION, PURCHASER, FOR ITSELF AND ITS OWNERS, SUCCESSORS AND ASSIGNS, RELEASES AT CLOSING

AND FOREVER DISCHARGES SELLER, AND SELLER'S PAST, PRESENT AND FUTURE OFFICERS, AFFILIATES, EMPLOYEES, AGENTS, ATTORNEYS, ASSIGNS, AND SUCCESSORS-IN-INTEREST, FROM ALL PAST, PRESENT AND FUTURE CLAIMS, DEMANDS, OBLIGATIONS, LOSSES AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, WHETHER NOW KNOWN OR UNKNOWN, DIRECT OR INDIRECT, FORESEEN OR UNFORESEEN, SUSPECTED OR UNSUSPECTED, WHICH ARE BASED UPON OR ARISE OUT OF OR IN CONNECTION WITH THE CONDITION OF THE PROPERTY AND, WITH RESPECT TO THE PRESENCE OF ANY HAZARDOUS SUBSTANCES AND MATERIALS, ANY ENVIRONMENTAL DAMAGES OR ENVIRONMENTAL REQUIREMENTS, INCLUDING THE PHYSICAL, STRUCTURAL, GEOLOGICAL, RADIOLOGICAL, MECHANICAL AND ENVIRONMENTAL (SURFACE AND SUBSURFACE) CONDITION OF THE PROPERTY (INCLUDING THE IMPROVEMENTS THEREON) OR ANY LAW OR REGULATION RELATING TO HAZARDOUS SUBSTANCES AND MATERIALS. WITHOUT LIMITING THE FOREGOING, THIS RELEASE SPECIFICALLY APPLIES TO ALL LOSSES, LIABILITIES, AND CLAIMS ARISING UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986, (42 U.S.C. SECTIONS 9601 ET SEQ.), THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, (42 U.S.C. SECTIONS 6901 ET SEQ.), THE CLEAN WATER ACT, (33 U.S.C. SECTIONS 466 ET SEQ.), THE SAFE DRINKING WATER ACT, (14 U.S.C. SECTION 1401-1450), THE HAZARDOUS MATERIALS TRANSPORTATION ACT, (49 U.S.C. SECTIONS 1801 ET SEQ.), THE TOXIC SUBSTANCE CONTROL ACT, (15 U.S.C. SECTION 2601-2629), AND ANY OTHER FEDERAL, STATE OR LOCAL LAW, REGULATION, OR RULE OF SIMILAR EFFECT, AS WELL AS ANY AND ALL COMMON LAW CLAIMS.

THE PROVISIONS OF THIS SECTION WILL SURVIVE CLOSING.

BY ACKNOWLEDGING THIS SECTION BELOW, PURCHASER ACKNOWLEDGES THAT THIS SECTION HAS BEEN READ AND FULLY UNDERSTOOD, AND THAT PURCHASER HAS HAD THE CHANCE TO ASK QUESTIONS OF ITS COUNSEL ABOUT ITS MEANING AND SIGNIFICANCE.

HAMILTON COUNTY BOARD OF  
EDUCATION

HAMILTON COUNTY, TENNESSEE

By: DK Joe Smith

By: Wes Wamp

Name: DK Joe Smith

Name: Wesley Wamp

Title: Board Chairman

Title: County Mayor

11. Purchaser's Representations and Warranties. The matters set forth in this Section 11 ("Purchaser's Warranties") constitute representations and warranties by Purchaser which shall, in all material respects, at Closing be true and correct. If Purchaser has or becomes aware of any reason to believe that any of the following representations and warranties in any material respect, are not true, have ceased to be true, or may cease to be true, Purchaser shall give prompt notice to Seller (which notice shall include copies of the instrument, correspondence, or document, if any, upon which Purchaser's notice is based). To the extent Purchaser has or acquires actual knowledge that these representations and warranties are inaccurate, untrue, or incorrect in any material respect, Purchaser shall promptly notify Seller of same.

(a) Power and Authority. Purchaser is an instrumentality or subdivision of the state of Tennessee and is validly existing and in good standing under the laws of the state of Tennessee. Purchaser has the authority to execute this Agreement and to perform its obligations under this Agreement. The persons executing this Agreement on behalf of Purchaser is duly authorized to do so.

(b) No Attachments. There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by, pending or threatened against Purchaser.

(c) No Litigation. There is no action, suit, arbitration, unsatisfied order, decree or judgment, government investigation, or proceeding pending or, to Purchaser's knowledge, threatened against Purchaser or relating to which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement.

In the event that any representation or warranty by Purchaser in this Section 11 (each, a "Purchaser's Warranty" and, collectively, "Purchaser's Warranties") is inaccurate or untrue as of the Closing Date in any material respect, Seller shall have the right to terminate this Agreement, in which event, notwithstanding anything in this Agreement to the contrary, the Deposit shall be immediately returned to Purchaser by the Escrow Agent, and neither party shall have any further obligation or liability hereunder except for obligations which expressly survive cancellation or termination of this Agreement.

Purchaser's Warranties shall survive Closing, the delivery of the Deed (as defined below) for a period of one hundred eighty (180) days. From and after Closing, but subject to the terms of this section, including the limitations provided in the preceding sentences, to the extent permitted by the Governmental Tort Liability Act, Purchaser shall indemnify and hold Seller, harmless from and against any and all reasonable out of pocket costs, fees, expenses, damages, deficiencies, interest and penalties (including, without limitation, reasonable attorneys' fees and disbursements) suffered or incurred by Seller in connection with any and all Losses arising out of, or in any way relating to any of Purchaser's Warranties being untrue or inaccurate in any material respect. Notwithstanding anything to the contrary in this Agreement, Purchaser will have no liability (for indemnification or otherwise) under this section until the total of all Losses exceeds \$25,000, and then only for the amount by which the Losses exceed \$25,000. This Section shall survive Closing. Notwithstanding anything to the contrary contained in this Agreement, if, at Closing, Seller shall have actual knowledge of facts that render any specific warranty or representation of Purchaser then inaccurate or untrue or Seller otherwise learns that any representation or warranty made by Purchaser is untrue, inaccurate or incorrect in any respect, and Seller proceeds to Closing despite knowledge of the facts, then Seller shall be deemed to have waived any post-closing cause of action or claim for damage against Purchaser arising out of Purchaser's breach of the representation or warranty.

## 12. Continuing Operations; Exclusivity.

(a) From the Effective Date until Closing, Seller shall (i) not make any material alterations to the Property without the prior written approval of Purchaser, which shall not be unreasonably withheld, conditioned, or delayed, and (ii) neither enter into any new, nor modify,

extend, amend or renew, any existing lease or service, management, maintenance, repair, construction, or other contract or agreement affecting the Property in any material respect (each a "New Agreement") or terminate a material agreement without providing at least five (5) business days' prior notice to Purchaser and obtaining Purchaser's prior written approval of such New Agreement or such termination agreement, which approval shall not be unreasonably withheld, conditioned, or delayed, provided that Purchaser's approval shall not be required for any such New Agreement or other terminated agreement that is terminable by the owner of the Property on no more than ninety (90) days' notice, and provided further, that Seller shall use reasonable efforts not to provide to any third party servicer of the Property any documents related to this Agreement, and the delivery of any such documents may be conditioned, withheld or redacted if it contains any confidential information related to this Agreement.

(b) For a period of between the date of this fully-executed Agreement until Closing or sooner termination of the transaction evidenced by this Agreement (the "Exclusivity Period"), the Seller shall not, directly or indirectly, (i) solicit, initiate or encourage the submission of any "Acquisition Proposal" (as hereinafter defined), (ii) furnish to any person any non-public information or take any other action knowingly to encourage or facilitate any inquiries with respect to the making of any proposal that constitutes, or may reasonably be expected to lead to, any Acquisition Proposal; or, (iii) enter into any agreement, written or oral constituting an Acquisition Proposal. The Seller hereby represents and warrants to Purchaser that Seller is not now a party to any Acquisition Proposal. Notwithstanding the foregoing, Seller's broker will continue to maintain the listing of the Property on its website until Closing. For purposes of this Agreement, "Acquisition Proposal" means any proposal or offer with respect to (i) purchase of the Property, (ii) long term lease of the Property, or (iii) any other transaction that would interfere in any material respect with Purchaser's ability to acquire and possess and use the Property.

13. Notices. Any notice required to be given hereunder shall be in writing and delivered personally (including by commercial courier and/or hand delivery), sent via electronic mail, sent by nationally recognized courier service (such as FedEx) or sent by United States certified mail, return receipt requested, addressed to the parties at the addresses set forth below, or to such other address as either party may hereafter give the other, or by electronic mail. Notices sent by mail or courier service shall be deemed given at the earlier of receipt or rejection of same by the intended recipient. Notices sent via electronic mail shall be deemed to have been received immediately if sent before 5:00 P.M. local time on a business day, otherwise it shall be deemed to have been received on the next business day.

**Seller's Notice Address:**

Roy Vaughn  
Senior Vice President, Chief Human Resources  
Officer  
BlueCross BlueShield of Tennessee, Inc.  
1 Cameron Hill Circle  
Chattanooga, Tennessee 37402  
Roy\_Vaughn@bcbst.com

**Purchaser's Notice Address:**

Hamilton County, Tennessee  
Attn: Weston Wamp, Mayor  
625 Georgia Avenue  
Chattanooga, Tennessee 37402

**Seller's Notice Address:**

Lisa VanCleave Lay  
Vice President, Properties and Corporate Services  
BlueCross BlueShield of Tennessee, Inc.  
1 Cameron Hill Circle  
Chattanooga, Tennessee 37402  
Lisa\_Lay@bcbst.com

General Counsel  
BlueCross BlueShield of Tennessee, Inc.  
1 Cameron Hill Circle  
Chattanooga, Tennessee 37402  
Anne\_Hance@bcbst.com  
James M. Haley IV and  
R. Grant Dobson  
Miller & Martin PLLC  
Suite 1200 Volunteer Building  
832 Georgia Avenue  
Chattanooga, Tennessee 37402  
Email: James.haley@millermartin.com  
Email: Grant.dobson@millermartin.com

**Purchaser's Notice Address:**

Lynn Mansfield  
Real Property Office  
Hamilton County Public Works  
4005 Cromwell Road  
Chattanooga, Tennessee 37421  
Email: LynnM@HamiltonTN.gov

Dr. Justin Robertson  
Superintendent  
Hamilton County Dept. of Education  
Email: Robertson\_Justin@hcde.org

**With a copy to:**

Cavett, Abbott & Weiss, PLLC  
Attn: Barry L. Abbott  
801 Broad Street, Suite 428  
Chattanooga, TN 37402  
Email: barry@cawpllc.com

Hamilton County Attorney  
Attn: Rheubin Taylor  
204 Courthouse  
625 Georgia Avenue  
Chattanooga, Tennessee 37402  
Email: rmtaylor@hamiltontn.gov

Justin Witt  
Manager – Capital Projects  
Hamilton County Dept. of Education  
Email: Witt\_Justin@hcde.org

Bennett & DeCamp, PLLC  
Attn: Scott Bennett  
James Building  
735 Broad Street, Suite 214  
Chattanooga, Tennessee 37402  
Email: dsb@bennettdecamp.com

14. Condemnation and Casualty. If any authority having the power of eminent domain shall commence negotiations with Seller or shall commence legal action against Seller for the damaging, taking, or acquiring of all or any part of the Property, either temporarily or permanently, in any condemnation proceeding or by exercise of the power of eminent domain, or if the Property is damaged or destroyed by fire or other casualty, Seller shall immediately give notice of the same to Purchaser. Upon any such occurrence, if it reasonably appears that such taking, uninsured damage or destruction will materially interfere with Purchaser's intended use of the Property, then

Purchaser shall have the right, at its option, to terminate this Agreement by giving notice thereof to Seller on or before the Closing Date, in which event Seller and Purchaser shall be released of all further obligations hereunder except as expressly set forth in this Agreement, and the Deposit shall be returned. If Purchaser does not so terminate this Agreement, there shall be no reduction in the Purchase Price; however, Purchaser shall be entitled, in the case of fire or other casualty, to receive from the insurance carrier all insurance proceeds relating to the Property inclusive of the Personal Property being purchased, or, in the case of condemnation, to receive the entire award for the Property or the portion thereof so taken. In the event of any negotiations regarding the payment of any such awards or proceeds, Seller will inform Purchaser of all such negotiations of which Seller has notice and will permit Purchaser to take part therein at Purchaser's cost and expense. Seller shall execute and deliver to Purchaser on the Closing Date all proper instruments for the assignment and collection of such proceeds and awards.

15. Brokers. Except as set forth below, Seller and Purchaser represent and warrant to each other that they have not dealt with, consulted or engaged any real estate broker, finder or agent in connection with this transaction. To the extent permitted by the Governmental Tort Liability Act, each party hereby agrees to indemnify and hold the other party harmless from any liability, claim or demand, cost or expense, including reasonable attorneys' fees such other party may suffer or incur by reason of the claims of any real estate broker, finder or agent who may claim to have dealt with, consulted or been engaged by such first party in connection with this transaction. Seller has engaged JLL Capital Markets, 3344 Peachtree Rd. NE, Suite 1200, Atlanta, GA 30326 ("JLL") and shall be solely responsible for the payment of any broker's fees, commissions or expenses owing to JLL and shall hold Purchaser harmless from the same.

16. Default. If Purchaser defaults under the terms of this Agreement, and such default is not cured by Purchaser within five (5) business days following written notice from Seller, Seller shall be entitled to receive the Deposit (and interest thereon) as liquidated damages and immediately terminate this Agreement as Seller's sole remedy. If Seller defaults under the terms of this Agreement, and such default is not cured by Seller within five (5) business days following written notice from Purchaser, Purchaser solely shall be entitled to either: (i) seek specific performance of Seller's obligation's hereunder, or (ii) receive the Deposit (and interest thereon) and immediately terminate this Agreement. Seller waives the right to assert the defense of lack of mutuality in any suit for specific performance instituted by Purchaser. The parties agree that under no circumstances shall Seller or Purchaser be responsible for, obligated for, or liable for consequential, exemplary, punitive, or other similar damages to the other under any provision of this Agreement or otherwise.

17. Prevailing Party. If any legal or other proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party in a final, non-appealable court of competent jurisdiction shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled. Venue for any legal or other proceeding shall be Hamilton County, Tennessee. For purposes hereof, the prevailing party is the party, if any, that recovers substantially the relief requested.

18. JURY WAIVER. PURCHASER AND SELLER DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN

RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, OR UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE DOCUMENTS DELIVERED BY PURCHASER AT CLOSING OR SELLER AT CLOSING, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ANY ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER WITH THIS AGREEMENT OR THE PROPERTY (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT AND ANY CLAIMS OR DEFENSES ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR SELLER AND PURCHASER TO ENTER INTO AND ACCEPT THIS AGREEMENT AND THE DOCUMENTS DELIVERED BY SELLER AND PURCHASER AT CLOSING AND SHALL SURVIVE THE CLOSING OR TERMINATION OF THIS AGREEMENT.

19. Confidentiality. The parties hereto acknowledge that Purchaser consists of governmental agencies under the laws of the State of Tennessee, and as such all documents, papers, letters, etc., regardless of their respective physical form and in the possession of Purchaser if made or received in connection with their respective transactions of official business, are subject to public inspection and/or copying upon the receipt of an appropriate request. As such, Purchaser is unable to insure and/or protect the confidentiality of any information and/or documentation received from the Seller during the negotiations, execution, and implementation of this transaction. In order to provide the Seller with an adequate opportunity to protect information which the Seller deems as proprietary and/or a trade secret, Purchaser agrees to notify the Seller of each request received in accordance to the Tennessee Open Records Act (Tenn. Code Ann. Section 10-7-501, et seq.) ("Open Records Act") for information and/or documentation relating to the Seller's use of the Property as may have been received by said Purchaser during the negotiation and finalization of this transaction in order to allow the Seller an opportunity to take whatever steps the Seller may deem appropriate (including legal proceedings) to prevent the dissemination of information deemed confidential by the Seller. Otherwise, it is understood by the parties hereto that neither Purchaser has any legal right to either redact or refuse to disseminate and/or copy any documents and/or information provided to them and they will comply with applicable law. The terms of this Section 19 shall survive Closing or the sooner termination of this Agreement.

20. Miscellaneous. The Section headings are inserted for convenience only and are not intended to describe, interpret, define, or limit the scope or content of this Agreement or any provision hereof. All prior understandings and agreements between the parties relating to the subject matter hereof are null and void. This agreement supersedes any prior oral or written agreement between the parties relative to the purchase transaction contemplated herein. This Agreement may be modified only by an agreement in writing signed by the parties. Purchaser may assign this Agreement and its rights hereunder only with Seller's consent, which Seller may grant or deny in Seller's sole and absolute discretion. In any event, no such assignment shall release Purchaser from its obligations hereunder. This Agreement shall apply to, bind, and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties. The waiver by any party to this Agreement of a breach or any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or another provision of this Agreement. This Agreement shall be governed by Tennessee law. Any action brought by any party hereto shall be brought within the State of Tennessee, County of Hamilton. This Agreement may be executed in multiple counterparts, each of which shall constitute an original,

but all of which taken together shall constitute one and the same agreement. A counterpart executed by a party and transmitted to another party by facsimile or electronic mail shall have the same effect as the delivery of the original counterpart. Any expiration date herein that falls on a weekend (Saturday or Sunday) or a holiday shall move to the next business day. Any provisions of this Agreement that shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof and such other provisions shall remain in full force and effect. Subject to the terms and conditions herein provided, each party hereto agrees to use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement. The parties shall execute such additional documents and do such other acts as may be reasonably required to carry out the intent of this Agreement.

21. Time. Time is of the essence of this Agreement and each of its provisions.

22. Limitations on Seller's Obligations. For the avoidance of doubt, Purchaser acknowledges and agrees that this Agreement is the only agreement between Seller and Purchaser regarding the purchase and sale of the Property, and Seller and its affiliates shall have no duties or obligations to Purchaser regarding any property other than the Property.

23. Leaseback. At Closing, at Seller's sole option, exercised by notice to Purchaser at or prior to Closing, Seller and Purchaser shall enter into a lease agreement in substantially the form attached hereto as **Exhibit "D"** (the "Lease") whereby Seller will lease the Property, including the Transferrable Personal Property, from Purchaser from the Closing Date until February 29, 2024, for a fee of one (\$1) dollar with Seller being obligated for the expenses set forth in the Lease.

24. Prior Letter of Intent. This Agreement supersedes in its entirety that certain Letter of Intent to Purchase 401 W. MLK Boulevard, Chattanooga, Hamilton County, Tennessee, dated June 14, 2023, between Seller and Purchaser.

*Signature Pages Follow*

IN WITNESS WHEREOF, Seller has executed, or caused to be executed, this Agreement on the day and year written beside its signature below.

**SELLER:**

**BLUECROSS      BLUESHIELD      OF**  
**TENNESSEE, INC.,** a Tennessee corporation

Date: November 23, 2023

By: 

Name: Roy D. Vaughn

Title: SVP, Chief HR Officer

IN WITNESS WHEREOF, Purchaser has executed, or caused to be executed, this Agreement on the day and year written beside its signature below.

**PURCHASER:**

**HAMILTON COUNTY, TENNESSEE**

Date: Nov 21, 2023

By:   
Name: Weston Wamp  
Title: Mayor

IN WITNESS WHEREOF, Purchaser has executed, or caused to be executed, this Agreement on the day and year written beside its signature below.

**PURCHASER:**

**HAMILTON COUNTY BOARD OF  
EDUCATION**

Date: 11/27, 2023

By: D.K. Joe Smith

Name: D.K. Joe Smith

Title: Chairperson

By: Justin Robertson

Name: Dr. Justin Robertson

Title: Superintendent

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Situated in the City of Chattanooga, Hamilton County, Tennessee:

BEGINNING at an iron rod found in the northerly margin of Martin Luther King, Jr. Boulevard, a 102-foot wide right of way, said point being the point of intersection of said northerly margin and the westerly margin of said U.S. Highway 27 at the end of a controlled access fence for said U.S. Highway 27 and approximately 580 feet, more or less, southeast of the centerline of Gateway Avenue;

THENCE, North 65 degrees 55 minutes 00 seconds West, 524.91 feet along the northerly margin of Martin Luther King, Jr. Boulevard to an iron rod old at the point of curve of a radius return for Gateway Avenue;

THENCE, 39.27 feet along the arc of the said radius return to the right having a radius of 25.00 feet (chord of North 20 degrees 55 minutes 12 seconds West, 35.35 feet) to an iron rod old in the easterly margin of said Gateway Avenue, a 60 foot-wide right of way;

THENCE, North 24 degrees 04 minutes 36 seconds East, 183.49 feet along said easterly margin to an iron rod old;

THENCE, 498.73 feet continuing northeastwardly with said easterly margin and along the arc of a curve to the right having a radius of 447.24 feet (chord of North 56 degrees 01 minute 22 seconds East 473.28 feet) to an iron rod old in the southerly margin of West Sixth Street, a continuation of Gateway Avenue;

THENCE, North 87 degrees 56 minutes 08 seconds East along said southerly margin of West Sixth Street, a 60-foot wide, 291.18 feet to an iron rod new;

THENCE, South 88 degrees 58 minutes 07 seconds East along said southerly margin and a right of way width transition line 192.50 feet to an iron rod new, 41 feet south of the centerline of said West Sixth Street;

THENCE, North 88 degrees 15 minutes 00 seconds East along said southerly margin 7.50 feet to an iron rod old in the westerly margin of said U.S. Highway 27, said iron rod old being the northeastern corner of the herein described tract;

THENCE, South 01 degree 45 minutes 00 seconds East along said westerly margin of U.S. Highway 27 295.29 feet to an iron rod old;

THENCE, South 30 degrees 58 minutes 00 seconds West along said westerly margin of U.S. Highway 27, 183.75 feet to an iron rod new;

THENCE, South 48 degrees 10 minutes 37 seconds West along said westerly margin 316.91 feet to a cross new in the concrete at the base of a power riser pole;

THENCE, South 81 degrees 15 minutes 00 seconds West along said westerly margin 146.53 feet to the POINT OF BEGINNING.

LESS AND EXCEPT that tract or parcel of land conveyed by Warranty Deed to City of Chattanooga, Tennessee, recorded in Right of way Deed in Book 8775, Page 821, in the Register's Office of Hamilton County, Tennessee.

The source of Seller's interest is found in Deed of record in Book 3787, Page 616, in the Register's Office of Hamilton County, Tennessee.

The legal description for the Real Property will be updated based upon the Survey described in Section 3. Notwithstanding the foregoing, nothing contained in this Exhibit shall affect the Purchaser's right to object to any matters contained in the Survey.

**EXHIBIT "B"**

**REQUIRED DOCUMENTS FOR DELIVERY TO EXTENT PROVIDED IN SECTION 7**

1. Prior property deeds, title policies and commitments including all exceptions to title for the Property.
2. Land surveys (ALTA, boundary and/or topo) of the Property.
3. Environmental reports relating to the Property.
4. Existing leases, amendments, addendums, with respect to occupants and tenants relating to the Property.
5. Maintenance, service, supply and utility contracts relating to the Property.
6. Archaeological information and/or reports relating to the Property.
7. Soil, geotechnical and geological information and/or reports relating to the Property.
8. Environmental reports and/or permits, including any Phase 1, Phase 2, underground storage tanks (USTs), water assessments, chemical (including fertilizer) storage areas/facilities, etc. relating to the Property.
9. All engineering, drainage, and potential flood reports relating to the Property.
10. Any other tests, studies, reports or investigations or other documents and instruments relating to the physical condition of the Property.
11. Current full copies of all utility bills for last 12 months (i.e. gas, water, electric, and waste removal) relating to the Property.
12. Copies of all warranties relating to the roof, equipment, operating systems, and any other part of the Property.
13. Building plans (as applicable, if available) and other information for the Property including the following:
  - a. All architectural drawings,
  - b. All "as-built" plans / drawings,
  - c. All construction plans,
  - d. All governmentally approved (stamped) drawings submitted for permitting,
  - e. All landscape drawings,
  - f. All surveys, site plans, including governmentally approved/stamped site plans, drawings, lot splits, plats, etc.
  - g. All zoning, variance, and/or other permitted use information; and,
  - h. All engineering, drainage, potential or actual flood reports for the Property.

**EXHIBIT "C"**

**Transferrable Personal Property**

**Gateway Inventory**

<u>Description</u>	<u>Quantity Estimated to Remain</u>
6x8 Cubicles	Approximately 300
2x6 Cubicles	Approximately 130
Office Furniture Sets	10-15 Offices may include wood desk, credenza, CRT table, guest chairs
6'-10' Conference Tables	3-6
11'-24' Conference Tables	6-9
Storage Credenzas	5-8
Training Tables	250-299
3' to 6' Various Tables	40-45
Chairs with casters	400-450
Lateral Cabinets	Approximately 50
Storage Cabinets	Approximately 60
Open Shelving	Approximately 65
Tabletop Collator	1
Misc items	Various White Boards, Pictures and Display Cabinets

**The following items left will also remain with the building:**

Breakroom Furniture  
Existing Appliances in Breakrooms  
Commercial Kitchen  
AV Equipment including Projectors and Pull Down Screens  
Fitness Center Equipment  
Maintenance Parts, Band Saw, and Shop Press  
Solar panels attached to building roof

**Security Equipment includes:**

Cameras  
Access Control Panels  
Sub Panels  
Card Readers  
Card Readers with Keypads  
Revolving Doors  
Intercom Systems  
Fire Technology Systems  
Exterior Gates

**EXHIBIT "D"**  
**LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, between **HAMILTON COUNTY, TENNESSEE** and **HAMILTON COUNTY BOARD OF EDUCATION ("Landlord")** and **BLUECROSS BLUESHIELD OF TENNESSEE, INC.**, a Tennessee corporation ("Tenant").

**WITNESSETH:**

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

**ARTICLE I**  
**DEFINITIONS AND FUNDAMENTAL PROVISIONS**

1.1 Addresses: 401 W. MLK Boulevard, Chattanooga, Hamilton County, Tennessee

**LANDLORD:**

Hamilton County, Tennessee  
Attn: Weston Wamp, Mayor  
625 Georgia Avenue  
Chattanooga, TN 37402

With Copy To:

Bennett & DeCamp, PLLC  
Attn: Scott Bennett  
James Building  
735 Broad Street, Suite 214  
Chattanooga, Tennessee 37402  
Email: dsb@bennettdecamp.com

**TENANT:**

BlueCross BlueShield of Tennessee, Inc.  
Attn: Roy Vaughn  
1 Cameron Hill Circle  
Chattanooga, TN 37402

With copy to:

BlueCross BlueShield of Tennessee, Inc.  
Attn: Lisa VanCleave Lay  
1 Cameron Hill Circle  
Chattanooga, TN 37402  
  
General Counsel  
BlueCross BlueShield of Tennessee, Inc.  
1 Cameron Hill Circle  
Chattanooga, TN 37402

1.2 Broker.

JLL Capital Markets  
3344 Peachtree Rd. NE,  
Suite 1200  
Atlanta, GA 30326

1.3 Commencement Date. \_\_\_\_\_.

1.4 Lease Term. Commencing on the Commencement Date and expiring at 11:59 P.M. on February 29, 2024.

- 1.5 Minimum Rent. One Dollar (\$1.00) rent for the Lease Term.
- 1.6 Additional Rent. In the manner and to the extent provided in Article III hereof, Tenant will pay as additional rent the cost of utilities, real and personal property taxes, insurance and maintenance relating to the Premises for the Lease Term.
- 1.7 Permitted Use. Tenant shall use the Premises solely for Tenant's business operation as of the Commencement Date and for no other purpose without Landlord's prior written consent.
- 1.8 Premises. The building, curtilage and land located at the Address and more particularly described in the Deed recorded in Book \_\_\_\_, Page \_\_\_\_ of the Register's Office of Hamilton County, Tennessee [reference Deed from BCBST to Purchaser], together with the Transferrable Personal Property, as that term is defined in the Purchase and Sale Agreement between Landlord and Tenant, dated \_\_\_\_\_, 2023.
- 1.9 Rental Payment Address:
- Hamilton County, Tennessee  
Attn: Lynn Mansfield  
Real Property Office  
Hamilton County Public Works  
4005 Cromwell Road  
Chattanooga, Tennessee 37421  
Email: LynnM@HamiltonTN.gov

ARTICLE II  
DEMISE OF PREMISES

- 2.1 Lease. Landlord hereby leases and demises to Tenant and Tenant hereby takes from Landlord the Premises; TO HAVE AND TO HOLD the Premises for the Lease Term.
- 2.2 Delivery and Acceptance of Premises. Tenant has inspected the Premises and agrees to accept the Premises in "AS-IS, WHERE-IS" condition as tendered by Landlord. TENANT HEREBY WAIVES ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Tenant agrees that no representations with respect to the condition of the Premises and no promises to decorate, alter, repair or improve the Premises have been made by Landlord.
- 2.3 Surrender of Premises. At the expiration or earlier termination of the Lease Term, Tenant shall surrender the Premises to Landlord in good and broom-clean condition, reasonable wear and tear and damage from casualty excepted. Tenant shall promptly repair any damage to the Premises caused by the removal of any signs, furniture, trade fixtures or other personal property permitted to be removed by Tenant from the Premises. In the event Tenant fails to make such repairs as required herein, Landlord may, at its option, perform such repairs on behalf of Tenant, and Tenant agrees to pay to Landlord, as Additional Rent, the cost thereof promptly upon demand by Landlord.

ARTICLE III  
RENT AND OTHER CHARGES

- 3.1 Minimum Rent. Tenant hereby covenants to pay Minimum Rent, in advance, on the Commencement Date and Additional Rent (as provided in Sections 3.2 - 3.6 hereinbelow) as and when due during the Lease Term, without demand, deduction or setoff. The covenants of Tenant to pay Minimum Rent, Additional Rent and all other sums set forth in this Lease are separate and distinct covenants of Tenant, not contingent upon the performance of any other terms or conditions of this Lease.
- 3.2 Utilities. Beginning on the Commencement Date, Tenant shall promptly pay all charges for utilities and other services furnished to the Premises during the Lease Term, provided that the utilities will continue to be metered in Tenant's name during the Lease Term. Landlord shall not be liable for any interruptions or curtailment in such services whether for alteration, repair or improvement of the Premises or otherwise.
- 3.3 Insurance. Beginning on the Commencement Date, Tenant shall pay to Landlord Landlord's prorata (as attributable to the Lease Term) cost of maintaining Landlord's Insurance (as defined in Section 7.2). Tenant shall remit said payment to Landlord within fifteen (15) days of Landlord's delivery of an invoice in commercially reasonable form detailing the cost of Landlord's Insurance for the Lease Term.
- 3.4 Real Estate Taxes. Beginning on the Commencement Date, Tenant shall pay to Landlord each month the prorata ad valorem taxes and special assessments, if any, attributable to the Lease Term, levied or assessed upon the Premises (collectively, "**Taxes**"), provided that Landlord and Tenant acknowledge that the Premises should be exempt from Taxes under applicable law.
- 3.5 Sales and Use Taxes. Tenant shall pay, as Additional Rent, any sales, use or other tax imposed on Tenant's use or occupancy of the Premises during the Lease Term.
- 3.6 Personal Property Taxes. Tenant shall pay all taxes assessed on Tenant's personal property within the Premises during the Lease Term.
- 3.7 Rent. As used herein, the term "**Rent**" shall include Minimum Rent, Additional Rent, late charges and all other additional charges or sums payable to Landlord hereunder. All Minimum Rent and Tenant's payments for Taxes, if any, shall be paid without deduction or setoff on the first day of each calendar month, unless the time for such payment is otherwise expressly set forth herein, at the Rental Payment Address until such time or times as Landlord notifies Tenant to forward Tenant's payments elsewhere. Rent for any partial month during the Lease Term shall be prorated on a per diem basis.
- 3.8 Late Charges. In the event that any payment due to Landlord from Tenant hereunder is not received by Landlord or Landlord's agent within ten (10) business days after the due date of such payment, a late charge of five cents (\$0.05) for each One Dollar (\$1.00) so overdue per month may be charged by Landlord to Tenant. Such fee shall be payable as Additional Rent by Tenant to Landlord upon demand. Tenant acknowledges that it would be difficult or impractical to determine Landlord's actual damages resulting from such late payment,

and said late charge is an agreed upon reimbursement to Landlord for the administrative expense incurred by Landlord as a result of Tenant's late payment and is not a penalty.

ARTICLE IV  
USE

- 4.1 Use. Tenant covenants to use, occupy and operate the Premises solely for the Permitted Use and for no other purpose without Landlord's prior written consent, which may be withheld at Landlord's sole discretion. Tenant shall not, without Landlord's prior written consent, keep anything within the Premises or use the Premises for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the Premises. Tenant shall observe and comply with all reasonable rules and regulations which Landlord may from time to time adopt for the safety, operation, care and cleanliness of the Premises or the preservation of good order therein. In no event shall Tenant use the Premises for any unlawful purposes.
- 4.2 Hazardous Substances. Neither Tenant, nor Tenant's employees, invitees, agents, contractors or subcontractors, shall unlawfully generate, store, treat, dispose of, install or otherwise use, any hazardous substances on, in, under, or in any way related to the Premises, or unlawfully cause or unlawfully permit any such generation, storage, treatment, disposal, installation or other use with respect thereto. Tenant shall fully indemnify and hold Landlord harmless from any liability, damage, cost or expense that Landlord suffers or incurs in connection with Tenant's failure to fully comply with the terms and provisions of this Section. "**Hazardous Substances**" means in any unlawful quantities, any of the substances, materials, elements or compounds that are contained in the list of hazardous substances adopted by the United States Congress or the EPA or any substances, materials, elements or compounds affected by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, now or any time hereafter in effect, regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, dangerous, restricted or otherwise regulated waste, substance or material.
- 4.3 Operation of Tenant's Business. Tenant shall operate its business in the Premises in material compliance with all laws, rules, regulations and ordinances applicable thereto.

ARTICLE V  
ALTERATION, REPAIR AND MAINTENANCE

- 5.1 Repairs by Landlord. Except as provided hereinbelow, Landlord shall not be required to make any repairs to the Premises during the Lease Term. Notwithstanding the foregoing, Landlord promptly shall make repairs to the foundation, roof, structural components and the exterior walls of the Premises the useful life of which will extend beyond the Lease Term. In the event that the Premises should become in need of repairs which are not required to be made by Tenant hereunder, Tenant shall give prompt written notice thereof to Landlord. Except in the case of emergencies threatening imminent danger to persons or property, Tenant shall not authorize repairs and replacements costing in excess of \$5,000 to the Premises without the prior written consent of Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed.
- 5.2 Alterations by Tenant. Tenant shall not make any structural alterations or additions to the Premises without Landlord's prior written approval which approval shall not be unreasonably withheld, conditioned, or delayed. All alterations, fixtures, betterments and improvements, made to, or installed upon, the Premises shall remain upon the Premises, and shall become Landlord's property upon the expiration or earlier termination of this Lease. Tenant shall not affix any new item to the roof of the Premises without Landlord's prior written consent, which approval shall not be unreasonably withheld, conditioned, or delayed.
- 5.3 Repairs by Tenant. Tenant shall keep by routine maintenance, repair and replacement, at its sole cost and expense, the interior of the Premises, together with the store front, plate glass, and all doors, door closures, door frames, windows and window frames of the Premises, and all electrical (whether or not located within the Premises), plumbing (including free flow up to the boundary of the Premises), heating, ventilating, air conditioning, or any other mechanical installations serving the Premises, whether or not in or under the floor slab or on the roof of the Premises, in good condition and working order, provided that Tenant will have no obligation to make any repairs or capital expenditures if the useful life of such extends beyond the termination of the Lease Term. Tenant shall keep sufficient heat in the Premises to prevent pipes from freezing. Subject to the foregoing qualifications and limitations, Tenant shall perform all repairs and alterations required by any governmental agency to the Premises, including but not limited to, The Americans with Disabilities Act and its supporting regulations, as they may be amended from time to time. In the event Tenant fails to perform its maintenance, repair or replacement obligations as provided herein, Landlord may, at its option, perform such remedial action on behalf of Tenant, and Tenant agrees to pay to Landlord, as Additional Rent, the cost thereof promptly upon demand by Landlord. In connection with the HVAC system serving the Premises, if Landlord reasonably becomes dissatisfied with Tenant's existing arrangement for the system's maintenance, Tenant with the cooperation of Landlord as to maintenance subsequent to the Lease Term agrees to contract (at the expense of Landlord subsequent to the Lease Term) with a local HVAC contractor, reasonably satisfactory to Landlord, to establish a routine maintenance contract whereby the HVAC contractor will conduct inspections and perform routine maintenance, as is commercially reasonable and customary. Tenant shall supply Landlord with a copy of such contract. To the extent provided elsewhere in this Section, Tenant shall be responsible for all repairs to the HVAC

system. Notwithstanding the foregoing, Tenant shall not be obligated to make any capital improvements to the Premises.

5.4 Liens. Tenant hereby indemnifies Landlord against, and shall keep the Premises free from, liens for any work performed, material furnished or obligations incurred, by or on behalf of Tenant and shall discharge or bond any lien filed within ten (10) business days after the filing thereof. Failure of Tenant to remove or bond off any such liens from the Premises within ten (10) days after notice from Landlord to remove such lien shall constitute a default under this Lease and shall entitle Landlord, at its option and in addition to any other remedies available hereunder or otherwise, to remove any such lien by bonding or otherwise, and Tenant shall pay any such costs, including legal fees, incurred by Landlord in connection therewith upon demand as Additional Rent.

5.5 General Conditions. Tenant's repairs and alterations shall be made in compliance with the following rules:

(a) Tenant and/or Tenant's contractors and subcontractors for work which is in excess of \$10,000 in the aggregate shall be required to provide, in addition to the insurance required to be maintained by Tenant pursuant to Section 7.1 of this Lease, the following types of insurance covering repairs and alterations within the Premises: (i) workers' compensation coverage of at least statutory limits, (ii) builder's risk/completed value coverage, and (iii) contractor's commercial general liability coverage. Such insurance coverage shall have policy limits acceptable to Landlord. Certificates of Insurance for all the foregoing insurance shall be delivered to Landlord before any repairs or alterations are commenced. Landlord shall be named as loss payee and an additional insured with respect to such coverages as appropriate.

(b) Tenant and Tenant's contractors and subcontractors are hereby given notice that Landlord is not responsible for the payment of any amounts due Tenant's contractors and subcontractors. Tenant shall indemnify and save Landlord harmless from any damages or claims which arise as a result of Tenant's failure to comply with the provisions in this Section.

(c) All alterations, work, repairs and replacements to be performed on the sprinkler system, structural elements and/or roof shall be performed only by a contractor approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. Tenant acknowledges that any unauthorized alteration, work, repair or replacement of all or any portion of the sprinkler system, structural elements and/or any roof will invalidate existing warranties on the same, and Tenant shall indemnify and hold harmless Landlord from any loss, cost or damage arising directly or indirectly from such unauthorized work, including, without limitation, the cost of any action required to reinstate such warranties.

(d) Tenant hereby assumes any and all liability including any arising out of statutory or common law for any and all injuries to or death of any and all persons including Tenant's contractors and subcontractors and their employees and any liability for any and all damage to the property caused by, or resulting from, or arising out of any act or omission on the part of Tenant, its contractors, and its, or their subcontractors or employees in the performance of repairs or alterations, and Tenant agrees to defend, indemnify and save harmless Landlord from and against all damages, cost, liabilities, losses and/or expenses (including reasonable legal fees and expenses) which Landlord may incur, suffer or pay as a result of claims or lawsuit due to, because of, or

arising out of any and all such injuries, death and/or damage, except to the extent any of the foregoing liability or damages were caused by, or resulted from, or arose out of, any act or omission on the part of Landlord.

(e) Any consent or approval by Landlord shall in no way obligate Landlord in any manner with respect to the finished product design and/or construction by Tenant. The consent or approval by Landlord shall mean only that such plans, specifications or items meet the subjective standards of Landlord, and such consent or approval by Landlord shall not be deemed to mean that such plans, specifications or construction are structurally sound and appropriate or that such plans, specifications or construction meet the applicable building or safety codes and/or standards. Any deficiency in design or construction, notwithstanding the prior approval of Landlord, shall be solely the responsibility of Tenant. All materials and equipment furnished by Tenant shall be new and all work shall be done in a first-class manner.

## ARTICLE VI CASUALTY AND CONDEMNATION

- 6.1 Casualty. If the Premises are substantially and materially damaged or destroyed during the Lease Term by casualty or loss, this Lease may be terminated by either party by giving notice in writing to the other party prior to the commencement of such restoration, in which event the parties shall be relieved of all obligations hereunder accruing after the effective date of such termination, except for the parties' indemnity obligations and any other obligations which specifically survive the termination of this Lease. Any Rent paid in advance shall be apportioned as of the date of fire or other casualty if the Premises are rendered unfit for use.
- 6.2 Condemnation. If a taking by way of appropriation or right of eminent domain or otherwise in lieu thereof (a "**Taking**") of twenty-five percent (25%) or more of the Premises is taken so as to adversely and materially impair Tenant's use of the Premises, either party may terminate this Lease, in which event the parties shall be relieved of all obligations hereunder accruing after the effective date of such termination, except for the parties' indemnity obligations and any other obligations which specifically survive the termination of this Lease.

## ARTICLE VII INSURANCE AND INDEMNIFICATION

- 7.1 Tenant's Insurance. Tenant shall, at Tenant's own cost and expense, procure and maintain throughout the Lease Term, commercial general liability insurance covering the Premises in a per occurrence limit of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate naming Landlord and any mortgagee(s) of the Premises as additional insureds thereunder. Tenant shall also keep in force throughout the Lease Term, at its sole expense, property insurance covering the perils set forth under an ISO "Causes of Loss-Special Form" property insurance policy ("**Tenant's Special Property Coverage**") for the full replacement value of Tenant's improvements and betterments to the Premises and Tenant's property, including, but not limited to, signs, inventory, trade fixtures, furnishings and other personal property. Any proceeds from Tenant's Special Property Coverage insurance

shall be held in trust by Tenant for the purpose of repair and replacement provided that this Lease is not terminated under the provisions of Section 6.1 herein. Tenant's Special Property Coverage shall be written so as to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any loss or damage to the Premises covered by the policy. Tenant for itself, its successors and assigns, hereby waives any right of recovery against Landlord, its affiliates, employees, agents and contractors, by virtue of any casualty to the Premises and/or its property therein whether caused by Landlord, its agents, employees, invitees or otherwise, including but not limited to, compensation or damages for loss of use, inconvenience or annoyance caused by any such damages, destruction, repair or restoration to the extent such loss or portion thereof is insurable under Tenant's Special Property Coverage. Coverages maintained by Tenant hereunder shall be primary without any right of contribution from Landlord's insurance coverage regardless of whether Landlord is deemed to have any degree of fault or negligence, and shall not be canceled without thirty (30) calendar days' prior written notice being given to Landlord. Tenant shall deliver said insurance certificates thereof to Landlord prior to the Commencement Date. Should Tenant fail to obtain the insurance called for herein, Landlord may, but shall not be obligated to, procure said insurance and pay the requisite premiums, in which event, Tenant shall pay all sums so expended to Landlord, as Additional Rent, immediately upon demand. None of the requirements contained herein as to typical limits or Landlord's approval of insurance coverage to be maintained by Tenant is intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by Tenant under this Lease or otherwise provided by law.

7.2 Landlord's Insurance. Landlord shall at all times maintain commercial general liability insurance and property insurance covering the Premises in forms and amounts customary for similar properties in the same geographic area as the Premises ("Landlord's Insurance"). Landlord's property insurance shall be written so as to provide that the insurer waives all right of recovery by way of subrogation against Tenant in connection with any loss or damage to the Premises covered by the policy. Landlord for itself, its successors and assigns, hereby waives any right of recovery against Tenant, its successors and assigns, by virtue of any casualty to the Premises whether caused by Tenant, its agents, employees, invitees or otherwise, including but not limited to, compensation or damages for loss of use, inconvenience or annoyance caused by any such damages, destruction, repair or restoration to the extent such loss or portion thereof is insurable under Landlord's property insurance.

7.3 Indemnification. Landlord shall not be liable to Tenant or Tenant's employees, agents, patrons or invitees, or any person whomsoever, for any bodily injury or personal injury or damage to property caused by the negligence or misconduct of Tenant, its employees or agents, or of any other person entering upon the Premises under express or implied invitation of Tenant, and Tenant agrees to indemnify Landlord and hold it harmless from any loss, claim, damage, cost or expense suffered or incurred by Landlord by reason of any such damage or injury. Tenant shall not be liable to Landlord or Landlord's employees, agents, patrons, invitees or mortgagees, or any person whomsoever, for any injury to person or damage to property caused by the negligence or misconduct of Landlord, its employees or agents, and, to the extent permitted by the Governmental Tort Liability Act, Landlord

agrees to indemnify Tenant and hold it harmless from any loss, claim, damage, cost or expense suffered or incurred by Tenant by reason of any damage or injury.

ARTICLE VIII  
DEFAULT AND REMEDIES

- 8.1 Events of Default. In the event Tenant (i) fails to pay all or any portion of any sum due from Tenant hereunder within ten (10) business days of when such payment is due; (ii) does not remedy Tenant's failure to perform any of the non-monetary terms, covenants and conditions of this Lease within thirty (30) days after notice to do so (unless another time period is specified herein), excepting situations in which Tenant is proceeding to cure and such cure requires greater than thirty (30) days; (iii) becomes bankrupt, insolvent or files any debtor action or has action taken against Tenant any petition of bankruptcy; takes action or has action taken against Tenant for the appointment of a receiver for all or a portion of Tenant's assets; files a petition for a corporate reorganization; makes an assignment for the benefit of creditors, or if in any other manner Tenant's interest hereunder shall pass to another by operation of law; or (iv) commits waste to the Premises, then Tenant shall be in default hereunder. Notice required in this Section 8.1 shall be inclusive of and not in addition to any other notice required to be given by Landlord to Tenant elsewhere in this Lease.
- 8.2 Remedies. If Tenant is in default, then Landlord shall have any and all of the following rights: (i) with or without terminating this Lease, to re-enter and remove all persons and property from the Premises at the cost of and for the account and sole risk of Tenant; Tenant hereby indemnifies and holds Landlord harmless from any and all loss or damage which Tenant may incur by reason thereof, and Tenant hereby waives any right of redemption granted by any present or future laws; or, (ii) terminate this Lease and, in addition to any other available remedies, Landlord may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, including reasonable attorneys' fees, and the present value of all Rent which would become due during the remaining Term.
- 8.3 Additional Rights. The various rights and remedies herein granted to Landlord shall be cumulative and in addition to any other rights or remedies which Landlord may be entitled to at law or in equity. The exercise of one or more rights or remedies of Landlord shall not impair Landlord's right to exercise any other right or remedy. In all events, Landlord shall have the right, upon notice to Tenant, to cure any breach by Tenant, at Tenant's sole cost and expense, and Tenant shall reimburse Landlord for such costs and expenses within thirty (30) days of notice. In the event Landlord institutes dispossessory proceedings or dispossesses or evicts Tenant by summary proceedings or otherwise, Landlord shall have the option to do and perform any one or more of the foregoing in addition to, and not in limitation of, any remedy or right permitted it by law or in equity or by this Lease. In no event shall Landlord have the obligation to attempt to mitigate its damages upon the default of Tenant.

ARTICLE IX  
ASSIGNMENT AND SUBLETTING

Tenant shall not, either voluntarily or by operation of law, sell, assign, hypothecate or otherwise transfer this Lease, or sublet the Premises or any part thereof, or allow a change of ownership in the leasehold interest.

ARTICLE X  
ATTORNMEN AND SUBORDINATION

- 10.1 Attornment. Tenant shall attorn and be bound by any and all of Landlord's successors and assigns, including without limitation, any successor or successors in title to the Premises under any power of sale, foreclosure, deed in lieu of foreclosure or similar proceeding, under all of the terms, covenants, and conditions of this Lease for the balance of the Lease Term. Any assignment of Landlord's interest in this Lease shall release Landlord of all obligations accruing under this Lease after the effective date of such assignment.
- 10.2 Subordination. This Lease is, and shall be, subordinate to the lien of any mortgage, security deed, deed of trust, or the lien resulting from any other method of financing or refinancing now or hereafter in force in connection with the Premises (collectively, "Mortgages"), and to any and all advances to be made under such Mortgages, and all renewals, modifications, extensions, consolidations and replacements thereof. Tenant covenants and agrees to execute and deliver, upon demand, such further instrument or instruments subordinating this Lease on the foregoing basis to the lien of any such Mortgages as shall be reasonably requested by Landlord and any mortgagee(s) of the Premises. Provided that Tenant has received written notice of the name and address of the holder of any such Mortgage, Tenant shall forward to such holder a copy of any notices given to Landlord hereunder.

ARTICLE XI  
MISCELLANEOUS

- 11.1 Attorneys' Fees. Notwithstanding anything in this Lease to the contrary, in the event of legal action between Landlord and Tenant as a result of any alleged default by either party hereunder, the prevailing party, if any, shall be entitled to entry of judgment, including reimbursement by the other party for reasonable attorney's fees and costs incurred by the prevailing party, in connection with such action. For purposes hereof, the prevailing party, if any, is the party that recovers substantially the relief requested.
- 11.2 Accord and Satisfaction. No payment by either party hereunto or receipt by the other party of a lesser amount than the charges herein stipulated shall be deemed to be other than on account of the earliest stipulated charges, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and either party may accept such check or payment without prejudice to the other party's right to recover the balance of any amounts due hereunder or to pursue any other remedy provided herein.
- 11.3 Time of Essence. TIME IS OF THE ESSENCE WITH RESPECT TO THE TIME PERIODS OF THIS LEASE.

- 11.4 Holding Over. If Tenant holds over at the end of the Lease Term without the written consent of Landlord, Tenant shall be deemed a tenant-at-sufferance and Tenant shall pay to Landlord, during each month of such holdover period, as liquidated damages, a sum equal to twenty dollars (\$20.00) per square foot of the total building space plus all other charges payable hereunder; provided, however, acceptance of Rent by Landlord shall not be interpreted as a grant of permission for Tenant to continue in possession of the Premises.
- 11.5 Unavoidable Delays. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Lease by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, unavailability of utilities, unusual weather conditions, restricted governmental law or regulations, riots, insurrection, war, acts of terrorism or bioterrorism or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay, and the period for performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse either party from the payment of any monetary sums due under the terms of this Lease.
- 11.6 Severability. In the event any provision of this Lease to any extent shall be deemed invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and this Lease and the remaining provisions thereof shall be valid and enforceable to the full extent permitted by law.
- 11.7 Brokers. Landlord and Tenant each represent to the other that the only broker with which either has dealt in connection with this Lease is set forth in Section 1.2 herein (the "**Broker**"). Tenant is responsible for paying a fee (if any) to Broker pursuant to a separate agreement with Broker. To the extent permitted by the Governmental Tort Liability Act, each party hereto shall indemnify the other party with respect to any claims, losses, liabilities or expenses, including legal fees and costs, made by any broker or other party on the basis of any arrangements or agreements made or alleged to have been made by such party with respect to this Lease other than as specifically set forth in this Section 11.7 with respect to the Broker.
- 11.8 Waiver. No waiver by either party of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by the other party of the same provision. Either party's consent to, or approval of, any act by the other party shall not be deemed to render unnecessary the obtaining of the first party's consent to, or approval of, any subsequent act. No agreement by Landlord to accept Tenant's surrender of the Premises shall be valid unless in writing from Landlord.
- 11.9 Right of Entry. Landlord, with reasonable notice to Tenant and the right of Tenant's representative to accompany Landlord and to protect and restrict Landlord's access to information related to Tenant's business operations, shall have access to the Premises at all reasonable times to inspect the Premises and to make such repairs, additions, improvements, changes or alterations, to the Premises, as Landlord may elect.
- 11.10 Successors and Assigns. Except as otherwise provided herein, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal

representatives, executors, successors and assigns. The person(s) signing this Lease on behalf of Landlord and Tenant each represent by their signatures hereto that they have full authority from such entity to sign this Lease and obligate the entity hereunder.

- 11.11 Headings, Captions and References. The article and section captions contained in this Lease are for convenience only and do not in any way limit or amplify any terms or provisions hereof. The use of the terms “hereof”, “hereunder” and “herein” shall refer to this Lease as a whole, except where noted otherwise.
- 11.12 Survival of Obligations. The provisions of this Lease with respect to any obligation of Tenant, including, without limitation, any indemnities of Tenant contained in this Lease, and Tenant’s covenant to pay Rent, shall specifically survive the expiration or earlier termination of the Lease Term for a period of one hundred eighty (180) days, and any claim against Tenant must be made within that time.
- 11.13 Landlord and Tenant Relationship. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any other party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. No estate shall pass from Landlord to Tenant; Tenant has only a usufruct, not subject to levy or sale and not assignable by Tenant except as expressly set forth herein.
- 11.14 Jury Trial. TENANT AND LANDLORD BOTH WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES OR THEIR SUCCESSORS, UNDER OR CONNECTED WITH THIS LEASE, OR ANY OF ITS PROVISIONS.
- 11.15 Notices. Any notice or communication required or permitted hereunder shall be in writing and be sent either by: (i) personal delivery service with charges therefor billed to shipper; (ii) overnight delivery service with charges therefor billed to shipper; or (iii) United States Mail, postage prepaid, certified mail, return receipt requested, addressed to Landlord or Tenant, as the case may be, at the address set forth in Section 1.1 of this Lease. Any notice or communication sent as hereinabove provided shall be deemed given or delivered: (i) upon receipt if personally delivered; (ii) upon delivery by an overnight delivery service; or (iii) if sent by the U.S. Postal Service Certified Mail, on the date appearing on the return receipt, or if there is no date on such return receipt, the receipt date shall be presumed to be the postmark date appearing on such return receipt. If delivery is refused or cannot be made, the notice date shall be the date of attempted delivery. Either party may change its address for notice by notice to the other party in the manner set forth above at least ten (10) days prior to such change.
- 11.16 Representations. Tenant acknowledges that neither Landlord nor Landlord’s agents, employees or contractors have made any representations or promises with respect to the Premises or this Lease, except as expressly set forth herein. By executing this Lease, the parties hereto represent and warrant that they have full authority to enter into this Lease and to perform the covenants contained herein.
- 11.17 LANDLORD’S LIABILITY. IN THE EVENT OF ANY DEFAULT OF LANDLORD, TENANT SHALL NOT SEEK TO SECURE ANY CLAIM FOR DAMAGES OR

INDEMNIFICATION BY ANY ATTACHMENT, LEVY, JUDGMENT, GARNISHMENT OR OTHER SECURITY PROCEEDINGS AGAINST ANY PROPERTY OF LANDLORD OTHER THAN LANDLORD'S EQUITY IN THE PREMISES; IT BEING AGREED AND UNDERSTOOD, HOWEVER, THAT THE MAXIMUM RECOVERY BY TENANT AGAINST LANDLORD SHALL BE LIMITED TO THE LESSER OF THAT AMOUNT PROVIDED BY APPLICABLE LAW OR LANDLORD'S EQUITY INTEREST IN THE PREMISES, WHICHEVER IS LESS. LANDLORD, AS USED HERE, SHALL INCLUDE ANY ASSIGNEE OR OTHER SUCCESSOR OF THE ORIGINAL LANDLORD OR ITS SUCCESSORS OR ASSIGNS.

- 11.18 Jurisdiction. The laws of the State of Tennessee shall govern the interpretation, validity, performance and enforcement, of this Lease.
- 11.19 Recordation. Neither Landlord nor Tenant shall record this Lease or any so-called short form Lease without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned, or delayed.
- 11.20 Estoppel Certificates. Within ten (10) business days after written request by Landlord, Tenant shall execute, acknowledge and deliver to such address as may be designated in such request, a certificate stating that this Lease is in full force and effect and has not been modified, supplemented or amended in any way, except as indicated in such certificate; that all conditions and agreements hereunder to be performed by Landlord and Tenant have been satisfied or performed, except as set forth in said certificate; that neither Landlord nor Tenant is in default with respect to any obligation required hereunder except as set forth in detail on such certificate; and the date to which Rent has been paid as of the date set forth in such certificate. Failure to execute and return such certificate within ten (10) business days shall constitute a default hereunder.
- 11.21 Entire Agreement. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and no subsequent amendment or agreement shall be binding upon either party unless it is signed by each party. The submission of this Lease shall not constitute an offer to Lease by Landlord and this Lease shall not be binding unless and until it is signed by Landlord and Tenant.
- 11.22 Counterparts. This Lease may be executed in any number of original or facsimile counterparts or .pdf counterparts delivered by electronic mail, each of which will be effective on delivery and all of which together will constitute one binding agreement of the parties. Any signature page of this Lease may be detached from any executed counterpart of this Lease without impairing the legal effect of any signatures and may be attached to another counterpart of this Lease that is identical in form to the document signed (but that has attached to it one or more additional signature pages).

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

Date: November 23, 2023

**TENANT:**

**BLUECROSS BLUESHIELD OF  
TENNESSEE, INC.**, a Tennessee corporation

By: Roy D. Vaughan

Name: Roy D. Vaughan

Title: SVP, Chief HR Officer

Date: \_\_\_\_\_, 2023

**LANDLORD:**

**HAMILTON COUNTY, TENNESSEE**

By: \_\_\_\_\_

Name: Weston Wamp

Title: Mayor

Date: \_\_\_\_\_, 2023

**HAMILTON COUNTY BOARD OF  
EDUCATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chairperson

Date: \_\_\_\_\_, 2023

By: \_\_\_\_\_

Name: Dr. Justin Robertson

Title: Superintendent

**HAMILTON COUNTY DEPARTMENT OF EDUCATION  
3074 HICKORY VALLEY ROAD  
CHATTANOOGA, TENNESSEE 37421**

**MEMORANDUM**

**TO:** Hamilton County Board of Education

Dr. Justin Robertson  
Superintendent

**FROM:** Shannon Moody  
Chief Strategy Officer

**DATE:** November 9, 2023

**RE:** First Reading

The Administration, in consultation and under the advisement of the Board's attorneys, has reviewed and recommended the following policies for a first reading.

<b><u>POLICY #</u></b>	<b><u>POLICY TITLE</u></b>
3.202	Emergency Preparedness
3.209	Estimating Facility Costs
5.301	Religious, Emergency and Legal Leave

Proposed changes/revisions must receive approval by the Board upon a second and final reading to take effect.

# Hamilton County Board of Education

Monitoring: Review: Annually in November	Descriptor Term: <b>Estimating Facility Costs</b>	Descriptor Code: 3.209	Issued Date: 11/15/21
		Rescinded:	Revised: <b>11/09/23</b>

1  
2 When new construction, renovation and/or a building addition is proposed, the Director of Schools, or  
3 his/her designee, shall secure cost estimates for each project and submit such estimates to the Board for  
4 approval. <sup>+</sup>

5  
6 Estimates are to include the following:

- 7 1. cost of new construction
- 8 2. cost of renovation
- 9 3. cost of addition
- 10 4. cost of site preparation
- 11 5. fees charged by governmental agencies
- 12 6. fees charged by utility companies
- 13 7. cost of landscaping
- 14 8. architect or construction management fees
- 15 9. school transportation costs
- 16 10. other costs and/or fees as required

17  
18 Qualified consultants and/or consulting firms are to be involved when cost estimates are submitted.  
19 ~~Employment of such persons requires Board approval.~~ Utilization of such consultant and/or consulting  
20 firms shall follow District procurement and contracting policies and procedures.

21  
22 The cost of each project shall be presented to the Board as a part of the project recommendation. In  
23 addition, consideration is to be given to costs of future maintenance, to any warranties that might be  
24 involved in construction and the determination of easements.

25  
26 All change orders, in excess of the contract award, shall be approved by the Board prior to commencing  
27 the change. In the event of an emergency situation that would cause a serious delay in the project, the  
28 Chief Operations Officer or Director of Facilities shall have authority to approve the change up to \$5,000  
29 for each item requiring change. If the cost of the work exceeds \$5,000 the project change order will be  
30 referred to the Director of Schools and the Chairman of the Board for their approval prior to commencing  
31 work. In either case, the change orders would be presented to the Board for their concurrence at the next  
32 meeting.

33  
34  
35  
36  
37  
38  
39  
40 \_\_\_\_\_  
Legal References:

- 41 1. ~~TCA 49-2-203(a)(3)(e)~~

\_\_\_\_\_

Cross References:

# Hamilton County Board of Education

Monitoring: Review: Annually in October	Descriptor Term: <b>Insurance Management</b>	Descriptor Code: 3.600	Issued Date: 12/16/04
		Rescinded:	Revised: <b>11/09/23</b>

The insurance program will provide coverages in a minimum of the following broad categories:

- Property: Buildings and contents against fire, extended coverage, vandalism and malicious mischief, boiler and machinery explosion; and vehicles;
- General Liability: Bodily injury, personal injury, and damages on premises;
- Liability: Board members, director of schools and employees resulting from discharging their duties; and
- Fidelity: Blanket bond and fiscal agent's bond as required by statute.

The director of schools will continually review the insurance program to ensure that adequate protection is being provided at a reasonable price. All insurance programs shall be governed by the contract with the carrier or provider.

## GROUP HEALTH

The Board shall offer group health insurance for all full-time employees.<sup>1</sup>

Board approval of group insurance for which the Board makes full or partial payment shall be given on recommendation of a committee.

## LIFE

The Board will pay all or part of the individual premium for each employee for group life insurance and accidental death and dismemberment (ADAD) coverage.

## ~~DENTAL~~

~~The Board will provide for each employee a dental insurance plan at no cost to employee. Each employee must enroll in the plan in order to receive benefits.~~

## RETIREES

Payment for group health insurance coverage shall be available for any retiring employee in accordance with current HCDE health plans and rates shall be based on years of service.

Legal References:

1. TCA 49-2-209
2. TCA 49-5-906

Cross References:



**HAMILTON  
COUNTY  
SCHOOLS**

**Hamilton County Schools  
Operations Office  
3074 Hickory Valley Rd  
Chattanooga, TN 37421  
(423) 498-7023**

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**Memorandum**

To: Hamilton County Board of Education  
Justin Robertson, EdD  
Superintendent

From: Robert Sharpe, EdD  
Chief Operations Officer

Date: November 9, 2023

Re: October 2023 Legal Services Summary

The following reflects the legal fees paid for the month of October 2023.

Bennett & DeCamp, PLLC (retainer)	\$20,000.00
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**TOTAL \$20,000.00**

**Events and Announcements**  
**November 9, 2023**

A. Monday, November 20, 2023 6:00 p.m.  
Board Facilities Committee Meeting

B. Monday, November 27, 2023 6:00 p.m.  
Board Facilities Committee Meeting

C. November 22-24, 2023  
Thanksgiving Holiday  
CO Closed November 23-24

D. Thursday, December 14, 2023 4:30 p.m.  
Board Work Session

E. Thursday, December 14, 2023 6:00 p.m.  
Board Meeting - Quarterly Session