

Hamilton County Department of Education
Hamilton County Board of Education Board Meeting - Regular Session
August 21, 2025 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 - Donnie Mullins, Principal of Ooltewah High School

V. Exemplars of Excellence

A. Honoring Five Time State Champion

Ethan Uhorchyuk, Signal Mountain High School

Tim James, District Athletic Director

B. Recognition - Staci Higgins, Loftis Middle School

Dr. Sonia Stewart, Deputy Superintendent

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 June 2025 and July 2025 Regular Sessions

B. Executive Committee Report

1. Signal Mountain Middle/High School Track - Soil Stabilization

C. Deputy Superintendent - Dr. Sonia Stewart

1. Field Trips

a. Dr. Elaine Harper - Community Superintendent Harrison Bay

b. Dr. Lee Ziegler - Community Superintendent North River

c. Dr. Shane Harwood - Community Superintendent Rock Point

d. Dr. Marques Stewart - Community Superintendent Missionary Ridge

D. Chief Financial Officer - Mary Ellen Heuton, CPA

1. Bids/Contracts

A. Award Bid 25-31, Lookout Mountain Elementary School: Roofing

B. Award Bid 25-34, East Lake Academy School: Roofing

C. Award Bid 25-32, Snow Hill Elementary School: Roofing

D. Award Bid 25-17, Lookout Valley Elementary School: Roofing

E. Award Request for Proposal File 25-11, Employee Benefits Onsite Clinic

F. Award Request for Proposal File 25-08, Employee Benefits Onsite Pharmacy

a. Request Approval of Award Bid 25-35, HCS Service Center Warehouse: Roofing

2. Financial Reports

3. Budget Amendments

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

VIII. Administrative Business Matters

A. Chief Student Support Officer - Dr. Jasmine Fernandez

1. ** MOU with Centerstone Mental Health Center, Inc.

B. Chief Talent Officer - Dr. Zac Brown

1. **District Differentiated Pay Plan 2025-2026

2. ** Teachers Eligible for Reinstating Tenure

3. **Request for Proposal File 25-26, Pharmacy Benefit Manager (PBM)

C. Chief of Opportunity and Access - Dr. Neelie Parker

1. ** Agreement with County-Operated Detention Centers - Hamilton County Jail

2. ** Agreement with County-Operated Detention Centers - Hamilton County Juvenile Detention Unit

D. Chief Financial Officer - Mary Ellen Heuton, CPA

1. ** Revised School Fee for Center for Creative Arts Athletics Program

E. Chief Operations Officer - Dr. Robert Sharpe

1. ** STEM School Lease Agreement with Chattanooga State

F. Chief Strategy Officer - Shannon Moody

1. ** Agreement with Stellar Therapy Services for Medicaid Reimbursement Program - School Nursing Services

2. Policies on First Read

1.407 School District Records

1.700 School District Goals

1.701 School District Planning

3. **Policies on Second and Final Read

6.311 Wireless Communication Devices

IX. Board Matters

A. Steve Slater - District 1 and Ben Daugherty - District 2

**1. Discussion Policy 4.700 Testing Programs

B. Ben Connor - District 6

** Nomination approval to include Board Member Connor on the TSBA Board Ballot

C. Joe Smith

**Director of Schools Performance Evaluation

X. Information Only

A. Legal Services Report

XI. Events/Announcements

Monday, August 25

Finance and Facilities Committees

Monday, September 1

Labor Day - Schools and
Central Office Closed

Tuesday, September 9

Policy Committee

Thursday, September 11

TSBA Fall District Meeting
Tyner Academy

Tuesday, September 16

Annual Family Life Curriculum Forum

Thursday, September 18

Board Meeting

XII. Adjourn

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

From: Tim James, Ed.S., District Athletic Director

Date: August 21st, 2025

Subject: Five Time State Champion Recognition

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

First ever Hamilton County Schools 5 Time State Wrestling Champion
Signal Mountain High School
Ethan Uhorchuk

- School Board Member: Ben Daugherty
- Principal & Athletic Director: Michale Carson
- Head Coach: Houston Clements
- Assistant Coach: Brian Beasley
- Assistant Coach: Matthew Cate
- Assistant Coach: Dean Clements

It is with immense pride and admiration that we recognize Ethan Uhorchuk of Signal Mountain High School as the first-ever five-time state wrestling champion in the history of Hamilton County Schools. This historic achievement is a testament to Ethan's exceptional dedication, resilience, and sportsmanship. He has represented his school and our district with distinction and honor both on and off the mat and we wish him the best as he continues his academic and athletic career at the University of Tennessee at Chattanooga.

“Hamilton County Schools Builds Champions.”

Opportunity 2030 Commitment Connection

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

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

From: Dr. Sonia Stewart, Deputy Superintendent

Date: August 21, 2025

Subject: Board Recognition: Staci Higgins

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

We would like to recognize Mrs. Staci Higgins, a teacher at Soddy Daisy Middle School. While working Summer Reach at Loftis Middle School, her quick and thoughtful actions helped ensure the safety of a student that experienced a seizure.

Opportunity 2030 Commitment Connection

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

Minutes

Hamilton County Department of Education

Hamilton County Board of Education Board Meeting – Regular Session

June 12, 2025, 6:00 P.M.

Board Room

3074 Claude Ramsey Pkwy

Chattanooga, TN 37421

Attendance taken at 6:35 P.M.

Mrs. Jill Black: Present

Mr. Ben Connor: Present

Mr. Ben Daugherty: Present

Mr. Larry Grohn: Present

Mrs. Felice Hadden: Present

Mrs. Karitsa Jones: Present

Mr. Gary Kuehn: Present

Mrs. Jodi Schaffer: Present

Mr. Steve Slater: Present

Mr. Joe Smith: Absent

Ms. Jackie Thomas: Present

Superintendent Dr. Justin Robertson was present.

I. Roll Call

III. Executive Session – No

IV. Pledge to the Flag and Meditation – Melanie Commander, Principal of Rivermont Elementary School

V. Exemplars of Excellence

V.A. Coach Norma Nelson – East Hamilton High School

II. **Approval of the Agenda

Passed: Motion to Approve the Agenda with removal of IX.A.2 **Policies on Second and Final Read: Policy 6.311 Cell Phone Use

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

Mrs. Jill Black: Yes

Mr. Ben Connor: Yes

Mr. Ben Daugherty: Yes

Mr. Larry Grohn: Yes

Mrs. Felice Hadden: Yes

Mrs. Karitsa Jones: Yes
Mr. Gary Kuehn: Yes
Mrs. Jodi Schaffer: Yes
Mr. Steve Slater: Yes
Ms. Jackie Thomas: Yes
Yes: 10; No: 0

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.

Board Member Karitsa Jones recited the Board Disclaimer Statement.

VII. **Approval of the Consent Agenda

Passed: Motion to approve the Consent Agenda

Passed with a Motion by Mr. Gary Kuehn and a Second by Mr. Ben Connor.

Mrs. Jill Black: Yes
Mr. Ben Connor: Yes
Mr. Ben Daugherty: Yes
Mr. Larry Grohn: Yes
Mrs. Felice Hadden: Yes
Mrs. Karitsa Jones: Yes
Mr. Gary Kuehn: Yes
Mrs. Jodi Schaffer: Yes
Mr. Steve Slater: Yes
Ms. Jackie Thomas: Yes
Yes: 10, No: 0

VII.A. Approval of the Minutes of the January 16, February 20, March 13, and April 17, 2025 Regular Sessions

VII.B. Executive Committee Report

VII.C. Deputy Superintendent – Dr. Sonia Stewart

1. Field Trips

- a. Elaine Harper – Community Superintendent, North River
- b. Dr. Shane Harwood – Community Superintendent Rock Point

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

1. Bids/Contracts

- A. Approve Professional Services Contract with Orange Grove Center, Inc.
 - B. Approve Bid 25-29, Sequoyah High School – Building A Reroofing
 - C. Award Bid 25-36, East Ridge Drainage Project
 - D. Ratify Award of Bid 25-37, Kitchen Equipment for School Nutrition Program FY25.
 - E. Award Bid 25-38, Inverter Scroll Heat Pump Chillers at Hixson HS, Ooltewah HS, Big Ridge, Snow Hill, and Thrasher Elementaries
 - F. Award Bid 25-40, Furnish and Install Fencing Materials and Supplies
 - G. Award Bid 25-41, Building Demolition of Old CSLA and Dawn Schools
 - H. Award Bid 26-07, Medical First Aid Equipment and Services
 - I. Award Bid 26-13, Fire Equipment Inspection Services & Related Repairs
 - J. Request for Approval of Architectural/Engineering & Design Service firms for the 2025-2026 School Year
 - K. Recommend Approval of School Annual Publishers for 2025-2026 School Year
 - L. Approve Renewal of Insurance Coverage from Tennessee Risk Management Trust
 - M. Ratify Approval of Change Order to Bid 25-25, Athletic Projects: Turf, Track & Stadium Seating at Signal Mountain Middle High School, East Hamilton High School, and Ooltewah High School
 - N. Approve Change Order to Bid 25-04 Amphitheater East Hamilton High School
- 2. Financial Reports
 - 3. Budget Amendments
 - a. Federal Grants, State Grants, and Self-Funded Programs
 - b. General Operating Amendments
 - c. School Nutrition

VIII. Administrative Business Matters

VIII.A. Chief Financial Officer – Mary Ellen Heuton

VIII.A.1. **SY26 Consolidated Funding Application Approval

Passed: Motion to approve SY26 Consolidated Funding Application

Passed with a Motion by Mrs. Jodi Schaffer and a Second by Ms. Jackie Thomas.

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

Yes: 10, No: 0

VIII.A.2. **Outstanding Obligations

Passed: Motion to approve outstanding obligations for carry over into the 2025-2026 fiscal year.

Passed with a Motion by Mr. Larry Grohn and a Second by Mr. Steve Slater.

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

Yes: 10, No: 0

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

VIII.B.1. **Bond Funded Capital Projects

Passed: Motion to approve bond funded capital projects

Passed with a Motion by Mr. Ben Connor and a Second by Mr. Gary Kuehn.

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

Yes: 10, No: 0

VIII.B.2. **COPS School Violence Prevention Program

Passed: Motion to approve COPS School Violence Prevention Program

Passed with a Motion by Mr. Larry Grohn and a Second by Ms. Jackie Thomas.

Mrs. Jill Black:	Yes
Mr. Ben Connor:	Yes

Mr. Ben Daugherty: Yes
Mr. Larry Grohn: Yes
Mrs. Felice Hadden: Yes
Mrs. Karitsa Jones: Yes
Mr. Gary Kuehn: Yes
Mrs. Jodi Schaffer: Yes
Mr. Steve Slater: Yes
Ms. Jackie Thomas: Yes
Yes: 10, No: 0

VIII.B.3. **Soddy Daisy Middle School Architect Selection

Passed: Motion to approve Soddy Daisy Middle School Architect Selection

Passed with a Motion by Mr. Steve Slater and a Second by Mr. Larry Grohn.

Mrs. Jill Black: Yes
Mr. Ben Connor: Yes
Mr. Ben Daugherty: Yes
Mr. Larry Grohn: Yes
Mrs. Felice Hadden: Yes
Mrs. Karitsa Jones: Yes
Mr. Gary Kuehn: Yes
Mrs. Jodi Schaffer: Yes
Mr. Steve Slater: Yes
Ms. Jackie Thomas: Yes
Yes: 10, No: 0

IX. Board Matters

IX.A. Chief Strategy Officer - Shannon Moody

IX.A.1. Policies on First Read
5.3023 Paid Parental Leave
5.1042 Educator Diversity

IX.A.2. **Policies on Second and Final Read
3.402 Special use of School Buses
3.405 Owner/Operator Bus Services
6.201 Compulsory Attendance

Passed: Motion to approve Policies on Second and Final Read

Passed with a Motion by Mr. Larry Grohn and a Second by Mr. Gary Kuehn.

Mrs. Jill Black: Yes
Mr. Ben Connor: Yes
Mr. Ben Daugherty: Yes

Mr. Larry Grohn: Yes
Mrs. Felice Hadden: Yes
Mrs. Karitsa Jones: Yes
Mr. Gary Kuehn: Yes
Mrs. Jodi Schaffer: Yes
Mr. Steve Slater: Yes
Ms. Jackie Thomas: Yes
Yes: 10, No: 0

IX.B. Jodi Schaffer – District 7

IX.B.1. **TSBA Director of Schools Performance Evaluation Form

Passed: Motion to approve TSBA Director of Schools Performance Evaluation Form as Starting Point in Developing Evaluation Form

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

Mrs. Jill Black: Yes
Mr. Ben Connor: Yes
Mr. Ben Daugherty: Yes
Mr. Larry Grohn: Yes
Mrs. Felice Hadden: Yes
Mrs. Karitsa Jones: Yes
Mr. Gary Kuehn: Yes
Mrs. Jodi Schaffer: Yes
Mr. Steve Slater: Yes
Ms. Jackie Thomas: Yes
Yes: 10, No: 0

IX.C. Ben Connor - District 6

IX.C.1. **Values-Based Investment List FY 26

Passed: Motion to approve Values-Based Investment List FY 26 with the following changes:

1. Strike “2.5% of student support staff back at CO” from appendix of values-based investment item list
2. On page 1 of list, move “step and longevity increases” to number 1.
3. Consolidate list of values-based investment items onto one page in the following order:
 1. Step and Longevity Increases
 2. Reinstate the 0.5 Positions in our Schools
 3. Compensation Study Phase 1

4. 2% Employee Raises Excepting Employees in Self-Funded Positions (SACC and school nutrition)
5. Capital Maintenance
6. Coaches Stipends

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

Mrs. Jill Black:	Yes
Mr. Ben Connor:	Yes
Mr. Ben Daugherty:	Yes
Mr. Larry Grohn:	No
Mrs. Felice Hadden:	Yes
Mrs. Karitsa Jones:	Yes
Mr. Gary Kuehn:	Yes
Mrs. Jodi Schaffer:	Yes
Mr. Steve Slater:	No
Ms. Jackie Thomas:	Yes
Yes: 8, No: 2	

IX.D. Steve Slater - District 1

IX.D.1. ** Add Board Policies 5.200 and 5.201 under Board Matters for Discussion

Passed: Motion to add Board Policies 5.200 and 5.201 under Board Matters for Discussion

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

Mrs. Jill Black:	Yes
Mr. Ben Connor:	Yes
Mr. Ben Daugherty:	Yes
Mr. Larry Grohn:	Yes
Mrs. Felice Hadden:	Yes
Mrs. Karitsa Jones:	Yes
Mr. Gary Kuehn:	Yes
Mrs. Jodi Schaffer:	Yes
Mr. Steve Slater:	Yes
Ms. Jackie Thomas:	Yes
Yes: 10, No: 0	

X. Information Only

X.A. Legal Services Report

XI. Events/Announcements

Hamilton County Schools will be closed on June 19, 2025 for Juneteenth.

The next school board meeting will be held on July 17, 2025.

Fourth of July Celebration at Soddy Lake on July 5, 2025.

XII. Adjourn

The meeting was adjourned at 7:55 p.m.

Chairperson

Date

Superintendent

Date

Minutes

Hamilton County Department of Education

Hamilton County Board of Education Board Meeting – Regular Session

July 17, 2025, 6:00 P.M.

Board Room

3074 Claude Ramsey Pkwy

Chattanooga, TN 37421

Attendance taken at 6:10 P.M.

Mrs. Jill Black: Present

Mr. Ben Connor: Present

Mr. Ben Daugherty: Present

Mr. Larry Grohn: Present

Mrs. Felice Hadden: Present

Mrs. Karitsa Jones: Present

Mr. Gary Kuehn: Absent

Mrs. Jodi Schaffer: Present

Mr. Steve Slater: Present

Mr. Joe Smith: Absent

Ms. Jackie Thomas: Present

Superintendent Dr. Justin Robertson was present.

I. Roll Call

II. **Approval of the Agenda

Passed: Motion to Approve the Agenda with addition of VIII.B.2 State Teacher Bonuses and VIII.B.3 Eastside Turf Agreement and of IX.A.3 Policy 6.311 Cell Phone Use Discussion

Passed with a Motion by Mrs. Karitsa Jones and a Second by Ms. Jackie Thomas

Mr. Joe Smith: Yes

Mrs. Jill Black: Yes

Mr. Ben Connor: No

Mr. Ben Daugherty: Yes

Mr. Larry Grohn: Yes

Mrs. Felice Hadden: Yes

Mrs. Karitsa Jones: Yes

Mrs. Jodi Schaffer: Yes

Mr. Steve Slater: Yes

Ms. Jackie Thomas: Yes

Yes: 9; No: 1

III. Executive Session – No

IV. Pledge to the Flag and Meditation – Dr. Lorie Collier, Principal of Harrison Elementary School

V. Exemplars of Excellence

V.A. Honoring the Spring State Champions –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.

Board Member Karitsa Jones recited the Board Disclaimer Statement.

VII. **Approval of the Consent Agenda

Passed: Motion to approve the Consent Agenda

Passed with a Motion by Ms. Jackie Thomas and a Second by Mrs. Karitsa Jones

Mr. Joe Smith:	Yes
Mrs. Jill Black:	Yes
Mr. Ben Connor:	Yes
Mr. Ben Daugherty:	Yes
Mr. Larry Grohn:	Yes
Mrs. Felice Hadden:	Yes
Mrs. Karitsa Jones:	Yes
Mrs. Jodi Schaffer:	Yes
Mr. Steve Slater:	Yes
Ms. Jackie Thomas:	Yes
Yes: 10, No: 0	

VII.A. Approval of the Minutes of the May 2025 Regular Session

VII.B. Executive Committee Report

- A. SMMHS High Turf Field-Soil Stabilization
- B. East Ridge Turf Field-Soil Stabilization
- C. June Surplus

VII.C. Deputy Superintendent – Dr. Sonia Stewart

1. Field Trips

- a. Dr. Shane Harwood – Community Superintendent, Rock Point
- b. Dr. Marques Stewart—Community Superintendent, Missionary Ridge

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

1. Bids/Contracts

- A. Ratify Emergency/Early Approval of Award of Bid 25-42
- B. Award Bid 25-30, North Hamilton County Elementary School
- C. Approve SY26 Signal Centers, Incorporated – Private & Home School Contract
- D. Request Approval of Agreement with Steller Therapy Services, LLC for Speech/Language Services to Private and Home School Students
- E. Approve MOU and related ICA Proposal for Expansion of Community Forward Schools in Partnership with the University of Tennessee at Chattanooga (UTC) and Communities in Schools of TN (CISTN)

2. Financial Reports

3. Budget Amendments

- a. Federal Grants, State Grants, and Self-Funded Programs
- b. General Operating Amendments
 - A. General Purpose and Position Approval
 - B. Federal Program and Position Approval

VII.E. Chief Strategy Officer – Shannon Moody

1. Proposed Policy Revision, 2nd and Final Read

VIII. Administrative Business Matters

VIII.A. Chief Talent Officer – Dr. Zac Brown

VIII.A.1. **District Differentiated Pay Plan 2025-2026

Passed: Motion to Approve District Differentiated Pay Plan 2025-2026

Passed with a Motion by Mrs. Jill Black and a Second by Mr. Ben Daugherty

Mr. Joe Smith:	Yes
Mrs. Jill Black:	Yes
Mr. Ben Connor:	Yes
Mr. Ben Daugherty:	Yes
Mr. Larry Grohn:	Yes
Mrs. Felice Hadden:	Yes
Mrs. Karitsa Jones:	Yes
Mrs. Jodi Schaffer:	Yes
Mr. Steve Slater:	Yes
Ms. Jackie Thomas:	Yes
Yes: 10, No: 0	

VIII.B. Chief Financial Officer – Mary Ellen Heuton, CPA

VIII.B.1. **Revised School Fee for Tyner Academy Cheer Program

Passed: Motion to Approve Revised School Fee for Tyner Academy Cheer Program

Passed with a Motion by Mrs. Karitsa Jones and a Second by Mr. Ben Connor.

Mr. Joe Smith: Yes
Mrs. Jill Black: Yes
Mr. Ben Connor: Yes
Mr. Ben Daugherty: Yes
Mr. Larry Grohn: Yes
Mrs. Felice Hadden: Yes
Mrs. Karitsa Jones: Yes
Mrs. Jodi Schaffer: Yes
Mr. Steve Slater: Yes
Ms. Jackie Thomas: Yes
Yes: 10, No: 0

VIII.B.2. **State Teacher Bonuses

Passed: Motion to Approve State Teacher Bonuses

Passed with a Motion by Mrs. Jill Black and a Second by Mr. Ben Daugherty.

Mr. Joe Smith: Yes
Mrs. Jill Black: Yes
Mr. Ben Connor: Yes
Mr. Ben Daugherty: Yes
Mr. Larry Grohn: Yes
Mrs. Felice Hadden: Yes
Mrs. Karitsa Jones: Yes
Mrs. Jodi Schaffer: Yes
Mr. Steve Slater: Yes
Ms. Jackie Thomas: Yes
Yes: 10, No: 0

VIII.B.3. **Eastside Elementary Turf Agreement

Passed: Motion to Approve Eastside Elementary Turf Agreement

Passed with a Motion by Mrs. Jill Black and a Second by Mrs. Karitsa Jones.

Mr. Joe Smith: Yes
Mrs. Jill Black: Yes
Mr. Ben Connor: Yes
Mr. Ben Daugherty: Yes
Mr. Larry Grohn: Yes
Mrs. Felice Hadden: Yes
Mrs. Karitsa Jones: Yes

Mrs. Jodi Schaffer: Yes
Mr. Steve Slater: Yes
Ms. Jackie Thomas: Yes
Yes: 10, No: 0

VIII.C. Chief of Student Supports – Dr. Jasmine Fernandez

VIII.C.1. **End School Age Homelessness Initiative - Amended

Passed: Motion to Approve End School Age Homelessness Initiative - Amended

Passed with a Motion by Mrs. Karitsa Jones and a Second by Mrs. Jill Black

Mr. Joe Smith: Yes
Mrs. Jill Black: Yes
Mr. Ben Connor: Yes
Mr. Ben Daugherty: Yes
Mr. Larry Grohn: Yes
Mrs. Felice Hadden: Yes
Mrs. Karitsa Jones: Yes
Mrs. Jodi Schaffer: Yes
Mr. Steve Slater: Yes
Ms. Jackie Thomas: Yes
Yes: 10, No: 0

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

VIII.D.1. **Bond Funded Capital Projects and FY26 Budget Amendment – Self-Funded

Passed: Motion to Approve Bond Funded Capital Projects and FY26 Budget Amendment – Self-Funded

Passed with a Motion by Mr. Ben Daugherty and a Second by Mr. Ben Connor

Mr. Joe Smith: Yes
Mrs. Jill Black: Yes
Mr. Ben Connor: Yes
Mr. Ben Daugherty: Yes
Mr. Larry Grohn: Yes
Mrs. Felice Hadden: Yes
Mrs. Karitsa Jones: Yes
Mrs. Jodi Schaffer: Yes
Mr. Steve Slater: Yes
Ms. Jackie Thomas: Yes
Yes: 10, No: 0

VIII.D.2. **Brainerd High School Renovation and Addition Architect Selection

Passed: Motion to Approve Brainerd High School Renovation and Addition Architect Selection

Passed with a Motion by Mrs. Karitsa Jones and a Second by Ms. Jackie Thomas

Mr. Joe Smith: Yes
Mrs. Jill Black: Yes
Mr. Ben Connor: Yes
Mr. Ben Daugherty: Yes
Mr. Larry Grohn: Yes
Mrs. Felice Hadden: Yes
Mrs. Karitsa Jones: Yes
Mrs. Jodi Schaffer: Yes
Mr. Steve Slater: Yes
Ms. Jackie Thomas: Yes
Yes: 10, No: 0

VIII.D.3. **Soddy Daisy Middle Architect Contract

Passed: Motion to Approve Soddy Daisy Middle Architect Contract

Passed with a Motion by Mr. Steve Slater and a Second by Ms. Jackie Thomas

Mr. Joe Smith: Yes
Mrs. Jill Black: Yes
Mr. Ben Connor: Yes
Mr. Ben Daugherty: Yes
Mr. Larry Grohn: Yes
Mrs. Felice Hadden: Yes
Mrs. Karitsa Jones: Yes
Mrs. Jodi Schaffer: Yes
Mr. Steve Slater: Yes
Ms. Jackie Thomas: Yes
Yes: 10, No: 0

VIII.D.4. **Gateway Architect Contract

Passed: Motion to Approve Gateway Architect Contract

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

Mr. Joe Smith: Yes
Mrs. Jill Black: Yes
Mr. Ben Connor: Yes
Mr. Ben Daugherty: Yes

Mr. Larry Grohn: Yes
Mrs. Felice Hadden: Yes
Mrs. Karitsa Jones: Yes
Mrs. Jodi Schaffer: Yes
Mr. Steve Slater: Yes
Ms. Jackie Thomas: Yes
Yes: 10, No: 0

VIII.E. Director, Access and School Choice – Jim Boles

VIII.E.1. **Amended Charter School Application – Tennessee Wildflower Public School

Passed: Motion to Approve Recommendation to Deny Amended Application

Passed with a Motion by Mrs. Karitsa Jones and a Second by Mrs. Jodi Schaffer

Mr. Joe Smith: Yes
Mrs. Jill Black: Yes
Mr. Ben Connor: Yes
Mr. Ben Daugherty: Yes
Mr. Larry Grohn: Yes
Mrs. Felice Hadden: Yes
Mrs. Karitsa Jones: Yes
Mrs. Jodi Schaffer: Yes
Mr. Steve Slater: Yes
Ms. Jackie Thomas: Yes
Yes: 10, No: 0

IX. Board Matters

IX.A. Joe Smith – District 3

IX.A.1. Coaching Stipend Discussion

Motion to Equate Classified Coach Stipends with Certified Coach Stipends by Mrs. Jodi Schaffer.

Tabled to Committee: Motion to Equate Classified Coach Stipends with Certified Coach Stipends

Tabled with a Motion by Mr. Ben Connor and a Second by Mr. Steve Slater.

Mr. Joe Smith: Yes
Mrs. Jill Black: Yes
Mr. Ben Connor: Yes
Mr. Ben Daugherty: Yes
Mr. Larry Grohn: Yes

Mrs. Felice Hadden: Yes
Mrs. Karitsa Jones: Yes
Mrs. Jodi Schaffer: Yes
Mr. Steve Slater: Yes
Ms. Jackie Thomas: Yes
Yes: 10, No: 0

IX.A.3. Policy 6.311 Cell Phone Use Discussion (First Read)

IX.A.2. Director of Schools Performance Evaluation

X. Information Only

X.A. Legal Services Report

XI. Events/Announcements

Thursday, July 31 Administrative In-Service

Friday, August 1 Professional Learning Conference

Monday, August 4 Administrative In-Service

Tuesday, August 5 Administrative In-Service

Wednesday, August 6 First Day of School

Thursday, August 21 Board Meeting

XII. Adjourn

The meeting was adjourned at 8:05 p.m.

Chairperson

Date

Superintendent

Date



Request for Emergency/Early Approval

To: Executive Committee of the Board
From: Justin Witt
Date: August 4, 2025
Subject: SMMHS High Track-Soil Stabilization

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:

While preparing the subgrade for the SMMHS High School track we encountered unsuitable soils in the majority of the area. I met with the contractor and engineer, and they have recommended cement treated base to stabilize the soil. Please see the attached change order request in the amount of \$33,022.50 to complete the work. I recommend approval in order to expedite the work and maintain our current schedule.

Superintendent:

School Board Chairman:

Dr. Justin Robertson

Joe Smith

AstroTurf Corporation

THE WORLD LEADER IN SPORTS & RECREATION SURFACES



Astroturf Corporation
4509 Hwy 150 South
Lexington, NC 27295

COP #5

Change Order Proposal

Date: 7/28/25

Project: Hamilton County-TURF TRACK & STADIUM SEATING

Owner: Hamilton County Schools

The contract is proposed to be changed as follows:

<u>Description</u>	<u>Amount</u>
Signal Mountain Track Stabilization	\$ 181,450.00
Additional 2" of Asphalt Milling	
Stabilization at a depth of 12" using 5% cement by weight	
Regrade and compact treated areas	
4,726 Square yards of 1.5" Asphalt Leveling Course	
Construction Allowance Applied	\$ (150,000.00)
Total	\$ 31,450.00
Astroturf Markup (5%)	\$ 1,572.50
TOTAL	\$33,022.50

The original Contract was	\$5,056,129.00
Net change by previously authorized Change Orders	\$299,688.00
The Contract Amount prior to this Change Order was	\$5,355,817.00
The Contract will be increased by this Change Order in the amount of	\$33,022.50
The new Contract Amount including this Change Order will be	\$5,388,839.50
The Contract time will be changed by this many days	TBD
The date of Substantial Completion as of the date of this Change Order therefore is	TBD
Remaining Construction Allowance Balances	
Signal Mountain HS:	\$0.00
East Hamilton HS:	\$0.00
Ooltewah HS:	\$0.00
Remaining Construction Allowance:	\$0.00

NOT VALID UNTIL SIGNED BY BOTH PARTIES

Astroturf Corporation
4509 Hwy 150 South
Lexington, NC 27295

Name:
Address:

(Signature/Date)

(Signature/Date)

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

From: Dr. Elaine Harper, Community Superintendent, HBLC

Date: August 21, 2025

Subject: Harrison Bay Overnight Field Trip Approval

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

1. ***East Hamilton High**-Twenty-six students from the Volleyball Team traveled to the Knoxville Convention Center in Knoxville, Tennessee, to participate in the Munciana Team Camp. They departed July 17, 2025, and returned July 18, 2025.
2. ***East Hamilton High**-Fifteen students from the Soccer Team traveled to the University of Tennessee in Knoxville, Tennessee to participate in UTC Soccer Camp. They departed July 17, 2025 and returned July 20, 2025.
3. **Ooltewah High**-Sixteen students from the Volleyball Team will travel to the Knoxville Convention Center in Knoxville, Tennessee to compete in the Showdown at the Sunsphere. They will depart August 22, 2025 and will return on August 23, 2025.
4. **Chattanooga School for the Liberal Arts**-Sixteen students from the Student Council will travel to Fort Bluff for a retreat to team build and plan student activities for the 25.26 school year. They will depart August 22, 2025 and will return August 23, 2025.
5. **Hunter Middle School**-Ninety students in the Eighth Grade will travel to Washington, D.C. for an immersive experience in history and government. They will depart December 15, 2025 and will return on December 18, 2025.

Opportunity 2030 Commitment Connection

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

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



Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

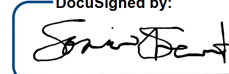
To: Executive Committee of the Board
School: East Hamilton High School
Date: 7/10/20 Trip Dates: 7/17/25-7/18/25

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:

The Volleyball team was invited to participate in the K-2/ Munciana overnight Volleyball camp after the June Board Due Date.

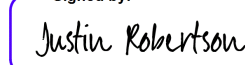

Principal Signature

7/10/25
Date


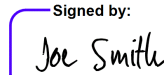
DocuSigned by:

F208EEDFA17A4E8...
Deputy Superintendent

07/16/2025
Date

APPROVED:

Signed by:

4D76912655B0468...
Superintendent Signature

07/16/2025
Date

DS

Signed by:

A11684E243B840D...
Board Chairman Signature

07/16/2025
Date



Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

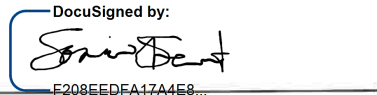
To: Executive Committee of the Board
School: East Hamilton High School
Date: 7/10/20 Trip Dates: 7/17/25-7/20/25

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:

The Girls Soccer team was invited to participate in the UTC Soccer camp after the June Board Due Date.


Principal Signature

7/10/25
Date

DocuSigned by:

F208EEDFA17A4E8...

Deputy Superintendent

07/16/2025
Date

APPROVED:

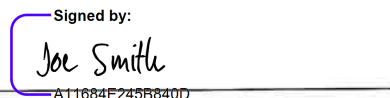
Signed by:

4D76342655B6468...

Superintendent Signature

07/16/2025
Date

DS


Signed by:

A11684E24558340D...

Board Chairman Signature

07/16/2025
Date

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

Overnight **Day/Overnight** (Must go to Board for Approval)

Today's Date: 08/06/25 9:50 AM

Learning Community FRI/CTE Exceptional Ed PreK

School Ooltewah High Grade/Group/Team Volleyball - Varsity
Departure Date/Time 08/22/25 2:30 Return Date/Time 08/23/25 8:00 PM
Event/Venue Showdown at the Sunsphere - Knoxville Convention Center Address 701 Henley St, Knoxville, TN 37902
Instructional value Teamwork, collaboration, problem solving skills
Evaluation Scoreboard

Fee Requested \$ 0.00 How Acquired? School Athletic Fund

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

Number of subs needed 0 Funding source for subs _____

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

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

Other: _____
 County School Bus Cost \$ _____ Bus # _____ Driver's Name _____
 Handicap Accessible Bus Cost \$ _____
 Charter Bus (**Board Approved**) _____ Cost \$ _____
 Cars List Driver(s) Parents will provide transportation Cost \$ 0

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

List Chaperones:

Staff: Elaine Peigen, Hanna Adams

Chaperones: _____

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

***Overnight Field Trips**

*Number of students not attending for economic reasons 0

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

*Estimated cost to parent support groups for this trip \$ 50

*Projects students have undertaken to secure funds 3

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

*Travel itinerary attached with name/address of accommodations Yes

Teacher Name: Elaine Peigen Date Submitted: 08/06/25 9:50 AM

Secretary Name & Approval: TINA LEE Approved - Secretary 08/07/25

Principal's Name & Approval: DONALD MULLINS Approved - Principal 08/07/25

Director Admin Name & Approval: _____

Director Name & Approval: _____

LC Super Admin Name & Approval: ALYSSA TEAL Approved - LC Assistant 08/07/25

LC Super Name & Approval: ELAINE HARPER Approved - LC Superintendent 08/08/25

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

Overnight Day/Overnight (Must go to Board for Approval)

Today's Date: 07/16/25 12:03 PM

Learning Community [checked] FRI/CTE [] Exceptional Ed [] PreK []

School CSLA Grade/Group/Team High School (9th-12th) Student Council Team - 16 total students

Departure Date/Time 08/22/25 9:00am Return Date/Time 08/23/25 6:00pm

Event/Venue Fort Bluff Camp Address 370 Fort Bluff Camp Rd Dayton, TN 37321

Instructional value Our 16 high school student leaders will spend the 2 full days mapping out and planning ALL high school events/activities for the 2025-2026 school year...

Evaluation Students will be evaluated by communicating their plans to the high school student body and then executing the plans effectively during the school year

Fee Requested \$ 40.00 How Acquired? Student/Parent

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

Number of subs needed 0 Funding source for subs

Total # of Students with 504 Plan 0 Modifications Needed

Total # of Students with Disabilities 0 Modifications Needed

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

Other: [] County School Bus Cost \$ Bus # Driver's Name [] Handicap Accessible Bus Cost \$ [] Charter Bus (Board Approved) Cost \$ [checked] Cars List Driver(s) Hudson Hodges and Jennifer Fields Cost \$ 0

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

List Chaperones:

Staff: Hudson Hodges and Jennifer Fields

Chaperones:

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

*Overnight Field Trips

*Number of students not attending for economic reasons 0

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

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

*Projects students have undertaken to secure funds Student Council fundraisers - candy gram sales, homecoming dances, etc.

*Co-ed trips require co-ed chaperones. Have you complied? [checked] Yes

*Travel itinerary attached with name/address of accommodations [checked] Yes

Teacher Name: Hudson Hodges Date Submitted: 07/16/25 12:03 PM

Secretary Name & Approval: LESLIE LINGERFELT Approved - Secretary 07/16/25

Principal's Name & Approval: DR MARY CATHERINE GATLIN Approved - Principal 07/17/25

Director Admin Name & Approval:

Director Name & Approval:

LC Super Admin Name & Approval: ALYSSA TEAL Approved - LC Assistant 08/07/25

LC Super Name & Approval: ELAINE HARPER Approved - LC Superintendent 08/07/25

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

Overnight Day/Overnight (Must go to Board for Approval)

Today's Date: 07/01/25 8:15 AM

Learning Community FRI/CTE Exceptional Ed PreK

School Hunter Middle Grade/Group/Team 8th
Departure Date/Time 12/15/25 8:00am Return Date/Time 12/18/25 10:00pm
Event/Venue Washington DC/Holiday Inn Expree Address 6401 Brandon Ave. Springfield, VA. 22150
Instructional value We study American History in the 8th grade and this is an opportunity to see our government at work.
Evaluation Students will be required to work on an educational packet about our governmet

Fee Requested \$ 985.00 How Acquired? Student/Parent

Total # of Students 90 Total # of Staff 14 Total # of Chaperones 0 Nurse Required: No

Number of subs needed 5 Funding source for subs HCS Sub Acct

Total # of Students with 504 Plan 0 Modifications Needed

Total # of Students with Disabilities 0 Modifications Needed

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

Other:
County School Bus Cost \$ Bus # Driver's Name
Handicap Accessible Bus Cost \$
Charter Bus (Board Approved) Premier Transportation Cost \$ 8000.00
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: Josh Ray, Michael Feheley, Eric Barth, Brandon Johnson, Jensen Morgan, Joe Mayo, Erin Shattuck, Randy Horton, Marie Kesley, Heidi Moses, Michelle Rucker, Ashley Medley, Cheri Wood, Steven Ricketts

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 Name: Josh Ray Date Submitted: 07/01/25 8:15 AM

Secretary Name & Approval: MICHELLE RUCKER Approved - Secretary 07/01/25

Principal's Name & Approval: HEIDI MOSES Approved - Principal 07/02/25

Director Admin Name & Approval:

Director Name & Approval:

LC Super Admin Name & Approval: ALYSSA TEAL Approved - LC Assistant 07/30/25

LC Super Name & Approval: ELAINE HARPER Approved - LC Superintendent 07/30/25

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

From: Dr. Lee Ziegler, Community Superintendent, NRLC

Date: August 21, 2025

Subject: North River Overnight Field Trip Approval

Board Agenda Category:

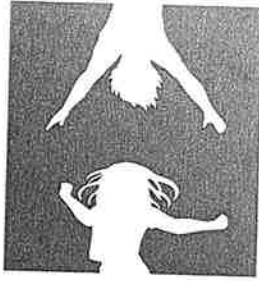
- Consent Agenda
 - Action Item
 - Reports and Information
-

1. ***Sale Creek Mid High-**Twenty students from the Volleyball Team traveled to participate in the Munciana Summer Camp in Knoxville, Tennessee. They departed July 16, 2025, and returned July 18, 2025.
2. **Sale Creek Mid High-**Twenty students from the Volleyball Team will travel to the Knoxville Convention Center in Knoxville, Tennessee, to compete in the Showdown at the Sunsphere volleyball competition. They will depart August 22, 2025, and return August 23, 2025.

Opportunity 2030 Commitment Connection

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

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



Hamilton County Schools
3074 Hickory Valley Road
Chattanooga, Tennessee 37421

Request for Early Approval

MEMORANDUM

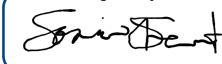
To: Executive Committee of the Board
School: Sale Creek Middle High School
Date: 7/8/25 Trip Dates: 7/16-7/18/25

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:

Attempted multiple times to submit online but program would not allow as Coach Hill did not have an HCDE device to submit forms.
Secretary off for summer and then on vaca.


Principal Signature

7/8/25
Date

DocuSigned by:

F208EEDFA17A4E8...
Deputy Superintendent

07/16/2025
Date

APPROVED:

Signed by:

4D76312655B6468...
Superintendent Signature

07/16/2025
Date

DS


Signed by:

A11684E245B840D...
Board Chairman Signature

07/16/2025
Date

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

Overnight **Day/Overnight** (Must go to Board for Approval)

Today's Date: 08/06/25 12:26 PM

Learning Community FRI/CTE Exceptional Ed PreK

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

Departure Date/Time 08/22/25 2:30 PM Return Date/Time 08/23/25 10:00 PM

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

Instructional value teamwork, skill improvement, competition

Evaluation observation, success in tournament

Fee Requested \$ 0.00 How Acquired? School Athletic Fund

Total # of Students 20 Total # of Staff 3 Total # of Chaperones 0 Nurse Required: No

Number of subs needed 0 Funding source for subs _____

• Total # of Students with 504 Plan 0 Modifications Needed _____

• Total # of Students with Disabilities 0 Modifications Needed _____

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

Other: _____

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

Handicap Accessible Bus Cost \$ _____

Charter Bus (Board Approved) _____ Cost \$ _____

Cars List Driver(s) Parents will transport their children. Cost \$ 0

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

List Chaperones:

Staff: Erin Briner, Debbie Hill, Tina Aslinger

Chaperones: _____

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

***Overnight Field Trips**

*Number of students not attending for economic reasons 0

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

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

*Projects students have undertaken to secure funds yard sale

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

*Travel itinerary attached with name/address of accommodations Yes

Teacher Name: Debbie Hill Date Submitted: 08/06/25 12:26 PM

Secretary Name & Approval: AMY WILLIAMS Approved - Secretary 08/07/25

Principal's Name & Approval: LEANN WELCH Approved - Principal 08/07/25

Director Admin Name & Approval: _____

Director Name & Approval: _____

LC Super Admin Name & Approval: ALYSSA TEAL Approved - LC Assistant 08/07/25

LC Super Name & Approval: LEE ZIEGLER Approved - LC Superintendent _____

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

From: Dr. Shane Harwood, Community Superintendent
Rock Point Learning Community

Date: August 21, 2025

Subject: Overnight Field Trips

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

- #1. Signal Mountain Middle/High School** - Eleven high school Volleyball Team students will travel to the Knoxville Convention Center in Knoxville, Tennessee August 22-23, 2025, to compete against other high school volleyball students to improve skills, teamwork, and perseverance techniques.
- #2. Center for Creative Arts School** - Twenty-Two 11th and 12th grade acting students will travel to Stewart's Creek High School in Smyrna, Tennessee, October 24-25, 2025 to perform in the Tennessee Theatre Association Secondary School One Act Competition.

Opportunity 2030 Commitment Connection

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

HAMILTON COUNTY SCHOOLS
Request for Field Trip Approval

Overnight Day/Overnight (Must go to Board for Approval)

Today's Date: 07/25/25 1:06 PM

Learning Community FRI/CTE Exceptional Ed PreK

School Sign Mountain Middle/High Grade/Group/Team HS Varsity Volleyball Team

Departure Date/Time 08/22/25 12:00 PM Return Date/Time 08/23/25 8:00 PM

Event/Venue Knoxville Convention Center Address 701 Henley Street, Knoxville, TN. 37902

Instructional value Student athletes will work as a team to compete against other high schools to improve volleyball skills, teamwork, and perseverance.

Evaluation win loss record

Fee Requested \$ 0.00 How Acquired? School Athletic Fund

Total # of Students 11 Total # of Staff 3 Total # of Chaperones 0 Nurse Required: No

Number of subs needed 1 Funding source for subs HCS Sub Account

• Total # of Students with 504 Plan 0 Modifications Needed _____

• Total # of Students with Disabilities 0 Modifications Needed _____

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

Other: _____

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

Handicap Accessible Bus Cost \$ _____

Charter Bus (Board Approved) _____ Cost \$ _____

Cars List Driver(s) Parents will be providing their own child's transportation Cost \$ 0

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

List Chaperones:
Staff: Jennifer Redman, Bailee Barrett, Kate Harwood

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 future fundraisers

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

*Travel itinerary attached with name/address of accommodations Yes

Teacher Name: Bailee Barrett Date Submitted: 07/25/25 1:06 PM

Secretary Name & Approval: DEBBIE PRICE Approved - Secretary 07/25/25

Principal's Name & Approval: MICHAEL CARSON Approved - Principal 07/25/25

Director Admin Name & Approval: _____

Director Name & Approval: _____

LC Super Admin Name & Approval: PAMELA KILGORE Approved - LC Assistant 07/28/25

LC Super Name & Approval: DAVID HARWOOD Approved - LC Superintendent 07/28/25

HAMILTON COUNTY SCHOOLS

Request for Field Trip Approval

Overnight Day/Overnight (Must go to Board for Approval)

Today's Date: 07/28/25 12:28 PM

Learning Community
 FRI/CTE
 Exceptional Ed
 PreK

School Center for Creative Arts Grade/Group/Team Acting, 11th and 12th grades
 Departure Date/Time 10/24/25 12:00pm Return Date/Time 10/25/25 11:00pm
 Event/Venue Stewart's Creek High School Address 301 Red Hawk Parkway, Smyrna TN 37167

Instructional value Students will present a show in the Tennessee Theatre Association Secondary School One act Competition. Students will observe other school's performances.

Evaluation Students will receive adjudication on performance and will self reflect as well as engage in student discourse regarding the performances.

Fee Requested \$ 225.00 How Acquired? Student/Parent

Total # of Students 22 Total # of Staff 2 Total # of Chaperones 1 Nurse Required: No

Number of subs needed 2 Funding source for subs HCS Sub Account

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

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

- Other: _____
 County School Bus Cost \$ _____ Bus # _____ Driver's Name _____
 Handicap Accessible Bus Cost \$ _____
 Charter Bus (**Board Approved**) Premier Transportation Cost \$ 3,050.00
 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: Maggie Hudgins, Billie Williams

Chaperones: Jerry Bowman

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 Fall Festival, CCA performance of the show
- *Co-ed trips require co-ed chaperones. Have you complied? Yes
- *Travel itinerary attached with name/address of accommodations Yes

Teacher Name: Magge Hudgins Date Submitted: 07/28/25 12:28 PM

Secretary Name & Approval: REGINA BRANTLEY Approved - Secretary 07/28/25

Principal's Name & Approval: JILL LEVINE Approved - Principal 07/28/25

Director Admin Name & Approval: _____

Director Name & Approval: _____

LC Super Admin Name & Approval: PAMELA KILGORE Approved - LC Assistant 08/04/25

LC Super Name & Approval: DAVID HARWOOD Approved - LC Superintendent 08/04/25

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

From: Dr. Marques Stewart, Community Superintendent
Missionary Ridge Learning Community

Date: August 21, 2025

Subject: Overnight Field Trips

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

1. **Clifton Hills Elementary School** - Eighty 5th grade students will travel to the Great Smokey Mountain Tremont Institute in Townsend, Tennessee, September 8-10, 2025 to participate in science investigations, along with exploring the National Park.

Opportunity 2030 Commitment Connection

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

HAMILTON COUNTY SCHOOLS Request for Field Trip Approval

Overnight Day/Overnight (Must go to Board for Approval)

Today's Date: 05/05/25 9:59 AM

Learning Community
 FRI/CTE
 Exceptional Ed
 PreK

School Clifton Hills Elementary Grade/Group/Team 5th
 Departure Date/Time 09/08/25 8:30 am Return Date/Time 09/10/25 4:00 pm
 Event/Venue Great Smokey Mountain Institute at Tremont Address 927 Tremont Road, Townsend, Tennessee 37882
 Instructional value Students will explore the National Park and investigate science standards through hands-on activities.

Evaluation Students will participate in various activities through asking and answering questions as they complete investigations. Students will create a journal to log investigations while on the trip to be used when we return to school.

Fee Requested \$ 40.00 How Acquired? Federal Funds, Student/Parent, Fundraiser(s)/Donation(s)

Total # of Students 80 Total # of Staff 12 Total # of Chaperones 0 Nurse Required: No

Number of subs needed 0 Funding source for subs _____

• Total # of Students with 504 Plan 4 Modifications Needed n/a

• Total # of Students with Disabilities 19 Modifications Needed n/a

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

Other: _____
 County School Bus Cost \$ 3600.00 Bus # n/a Driver's Name Rolston Smith
 Handicap Accessible Bus Cost \$ _____
 Charter Bus (**Board Approved**) _____ Cost \$ _____
 Cars List Driver(s) _____ Cost \$ _____

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

List Chaperones:

Staff: Joshua Burney, Raymond Adams, Paul Ruhling, James Cunningham, Chad Lee, Sara Downey, Alicia Young, Emile Holleman, Melanie Carpenter, Kim O'Brien, Kerry Moore, Kennisha Cann

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 \$ 40.00

*Projects students have undertaken to secure funds n/a

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

*Travel itinerary attached with name/address of accommodations Yes

Teacher Name: Kerry Moore Date Submitted: 05/05/25 9:59 AM

Secretary Name & Approval: JENNIFER LARSEN Approved - Secretary 07/17/25

Principal's Name & Approval: LINDSAY STARNES Approved - Principal 07/17/25

LC Super Admin Name & Approval: PAMELA KILGORE Approved - LC Assistant 07/21/25

LC Super Name & Approval: DR. MARQUES STEWART Approved - LC Superintendent 07/28/25

Federal Programs Coordinator Name & Approval: ANDREA EDMONDSON Approved - Federal Coordinator 07/28/25

Federal Programs Accountant Name & Approval: KAREN PACE Approved - Staff Accountant 07/28/25

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

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

Date: August 21, 2025

Subject: Bids/Contracts

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

1. Attached for your approval are bids/contracts for the following:
 - A. Award Bid 25-31, Lookout Mountain Elementary School: Reroofing
 - B. Award Bid 25-34, East Lake Academy School: Reroofing
 - C. Award Bid 25-32, Snow Hill Elementary School: Reroofing
 - D. Award Bid 26-17, Lookout Valley Elementary School: Reroofing
 - E. Award Request for Proposal File 25-11, Employee Benefits Onsite Clinic
 - F. Award Request for Proposal File 25-08, Employee Benefits Onsite Pharmacy

2. Recommend approval as presented.

Opportunity 2030 Commitment Connection

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

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

From: Dr. Robert Sharpe, Chief Operating Officer
Justin Witt, Director Maintenance and Operations

Date: August 21, 2025

Subject: Award Bid 25-31, Lookout Mountain Elementary School: Reroofing

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Award Invitation to Bid No. 25-31, Lookout Mountain Elementary School: Reroofing to Porter Roofing Contractors, Inc. for roof replacement, in the amount of \$293,592.00. Expenditures will be from budgeted 2024A Bond Funds.

On June 11, 2025, the Procurement Department advertised Invitation to Bid No. 25-31, Lookout Mountain Elementary School: Reroofing to obtain bids for replacement roof. Six (6) vendors submitted bids. After review of the bid submissions, staff recommends awarding to the lowest responsive and responsible bidder, Porter Roofing Contractors Inc.

Attachment:

- Bid Tabulation

Opportunity 2030 Commitment Connection

- Every Student Learns
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- Every Employee Valued
- Every Community Served

INVITATION TO BID OPENING TABULATION

Bid Number:	25-31
Bid Title:	Lookout Mountain Elementary School: Reroofing
Opening Date & Time:	July 1, 2025 @ 2:00PM

BIDDER	BASE BID	OWNER'S CONTINGENCY ALLOWANCES	PROJECT TOTAL
Porter Roofing	\$263,592	\$30,000	\$293,592
Tri State Roofing	\$298,647	\$30,000	\$328,647
Eskola LLC	\$352,785	\$30,000	\$382,785
Genesis Roofing Company Inc.	\$357,000	\$30,000	\$387,000
Foam-Crete Inc.	\$371,447	\$30,000	\$401,447
Henley Roofing (Non-Responsive)	\$253,200	\$30,000	\$283,200

NOTE: UNIT PRICES LISTED BELOW SHALL BE INCLUDED IN BASE BID.

Description	Unit	UNIT PRICE					
		Porter	Tri State	Eskola	Genesis	Foam Crete	Henley
A. Remove & Replace Deteriorated Wood Blocking. Include 400 LF in Base Bid	LF	\$7.00	\$5.50	\$4.96	\$5.50	\$3.00	\$4.00
B. Replace damaged/deteriorated/wet polyisocyanurate insulation (flat boards up to 3" thickness) with flat polyisocyanurate insulation. Include 320 SF in Base Bid.	SF	\$3.00	\$6.00	\$6.78	\$3.00	\$1.85	\$4.00
C. Replace damaged/deteriorated/wet polyisocyanurate insulation (tapered boards up to 4.5" thickness) with tapered polyisocyanurate insulation. Included 320 SF in Base Bid.	SF	\$5.00	\$8.00	\$8.18	\$4.00	\$2.25	\$5.25

FOR OFFICE USE ONLY

AWARD RECOMMENDED TO:	Porter Roofing Contractors Inc.
FUNDED BY:	2024A Bond Funds
TERM OF AWARD:	One Time Award: 150 Calendar Days to Complete

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

From: Dr. Robert Sharpe, Chief Operating Officer
Justin Witt, Director Maintenance and Operations

Date: August 21, 2025

Subject: Award Bid 25-34, East Lake Academy School: Reroofing

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Award Invitation to Bid No. 25-34, East Lake Academy School: Reroofing to Foam-Crete, Inc. of Chattanooga for roof replacement, in the amount of \$438,709.00 Expenditures will be from budgeted 2024A Bond Funds.

On June 18, 2025, the Procurement Department advertised Invitation to Bid No. 25-34, East Lake Academy School: Reroofing to obtain bids for replacement roof. Seven (7) vendors submitted bids. After review of the bid submissions, staff recommends awarding to the lowest responsive and responsible bidder, Foam-Crete, Inc. of Chattanooga.

Attachment:

- Bid Tabulation

Opportunity 2030 Commitment Connection

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**INVITATION TO BID
OPENING TABULATION**

Bid Number:	25-34							
Bid Title:	East Lake Academy School: Reroofing							
Opening Date & Time:	July 17, 2025 @ 2:00PM							
BIDDER	BASE BID			OWNER'S CONTINGENCY ALLOWANCES			PROJECT TOTAL	
Foam-Crete, Inc. of Chattanooga	\$408,709			\$30,000			\$438,709	
JDH Company, Inc.	\$446,900			\$30,000			\$476,900	
Genesis Roofing Company, Inc.	\$474,000			\$30,000			\$504,000	
Henley Roofing Company	\$496,744			\$30,000			\$526,744	
Tri-State Roofing	\$595,263			\$30,000			\$625,263	
Porter Roofing	\$605,155			\$30,000			\$635,155	
Eskola, LLC	\$650,130			\$30,000			\$680,130	
NOTE: UNIT PRICES LISTED BELOW SHALL BE INCLUDED IN BASE BID.								
UNIT PRICE								
Description	Unit	Foam-Crete	JDH	Genesis	Henley	Tri-State	Porter	Eskola
A. Replace damage/deteriorated wood blocking/nailers using 2x6 KDAT. Provide unit price LF and include 400 LF in Base Bid. Record Unit Price on Form 1 of HCS Bid/Proposal Form.	LF	\$4.50	\$3.60	\$5.50	\$6.00	\$6.18	\$6.00	\$4.96
B. Replace damaged/deteriorated/wet polyisocyanurate insulation & wood fiber board (1.5" polyiso thickness + 0.5" wood fiber board thickness) with 1.5" polyisocyanurate insulation + 0.5" wood fiber board (repair includes associated repair/replacement of existing roof membrane as necessary for application of a wind-vented roof recovery system). Provide unit price per SF and include 640 SF in Base Bid. Record Unit Price on Form 1 of HCS Bid/Proposal Form.	SF	\$5.25	\$2.83	\$3.50	\$5.00	\$5.06	\$12.00	\$5.61
FOR OFFICE USE ONLY								
AWARD RECOMMENDED TO:	Foam-Crete, Inc. of Chattanooga							
FUNDED BY:	2024A Bond Funds							
TERM OF AWARD:	One Time Award: 150 Calendar Days to Complete							

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

From: Dr. Robert Sharpe, Chief Operating Officer
Justin Witt, Director Maintenance and Operations

Date: August 21, 2025

Subject: Award Bid 25-32, Snow Hill Elementary School: Reroofing

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Award Invitation to Bid No. 25-32, Snow Hill Elementary School: Reroofing to JDH Company for roof replacement, in the amount of \$990,653.00. Expenditures will be from budgeted 2024A Bond Funds.

On July 7, 2025, the Procurement Department advertised Invitation to Bid No. 25-32, Snow Hill Elementary School: Reroofing to obtain bids for roof replacement. Four (4) vendors submitted bids. After review of the bid submissions, staff recommends awarding to the lowest responsive and responsible bidder, JDH Company.

Attachment:

- Bid Tabulation

Opportunity 2030 Commitment Connection

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- Every Community Served

INVITATION TO BID OPENING TABULATION

Bid Number:	25-32
Bid Title:	Snow Hill Elementary School: Reroofing
Opening Date & Time:	July 28, 2025 @ 2:00PM

BIDDER	BASE BID	OWNER'S CONTINGENCY ALLOWANCES	PROJECT TOTAL
JDH Company	\$890,653	\$100,000	\$990,653
Tri-State Roofing	\$1,113,112	\$100,000	\$1,213,112
Eskola, LLC	\$1,248,267	\$100,000	\$1,348,267
Genesis Roofing Company Inc. (Non-Responsive)	\$815,000	\$100,000	\$915,000

NOTE: UNIT PRICES LISTED BELOW SHALL BE INCLUDED IN BASE BID.

UNIT PRICE

Description	Unit	JDH	Tri-State	Eskola	Genesis
A. Remove & Replace Deteriorated Wood Blocking 800LF	LF	\$5.00	\$6.00	\$4.96	\$5.50
B. Re-Solder Roof Drains. 10 Drains	EA	\$750	\$800	\$150	\$250

FOR OFFICE USE ONLY

AWARD RECOMMENDED TO:	JDH Company
FUNDED BY:	2024A Bond Funds
TERM OF AWARD:	One Time Award; 210 Calendar Days to Complete

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

From: Dr. Robert Sharpe, Chief Operating Officer
Justin Witt, Director Maintenance and Operations

Date: August 21, 2025

Subject: Award Bid 26-17, Lookout Valley Elementary School: Reroofing

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Award Invitation to Bid No. 26-17, Lookout Valley Elementary School: Reroofing to JDH Company Inc. for replacement roof, in the amount of \$654,748.00. Expenditures will be from budgeted 2024A Bond Funds.

On July 16, 2025, the Procurement Department advertised Invitation to Bid No. 26-17, Lookout Valley Elementary School: Reroofing to obtain bids for roof replacement. Three (3) vendors submitted bids. After review of the bid submissions, staff recommends awarding to the lowest responsive and responsible bidder, JDH Company Inc.

Opportunity 2030 Commitment Connection

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**INVITATION TO BID
OPENING TABULATION**

Bid Number:	26-17
Bid Title:	Lookout Valley Elementary School: Reroofing
Opening Date & Time:	July 30, 2025 @ 2:00PM

BIDDER	BASE BID	OWNER'S CONTINGENCY ALLOWANCES	PROJECT TOTAL
JDH Company	\$624,748	\$30,000	\$654,748
Tri-State Roofing	\$637,454	\$30,000	\$667,454
Eskola	\$641,559	\$30,000	\$671,559

NOTE: UNIT PRICES LISTED BELOW SHALL BE INCLUDED IN BASE BID.

UNIT PRICE					
Item	Description	Unit of Measure	JDH	Tri-State	Eskola
A	Replace damaged/deteriorated wood blocking/nailers using 2x6 KDAT. Provide unit price per LF and include 400 LF in Base Bid	LF	\$5.00	\$6.18	\$4.96

***Quantities are not guaranteed. Final payment of Unit Prices will be based on actual quantities.*

FOR OFFICE USE ONLY

AWARD RECOMMENDED TO:	JDH Company
FUNDED BY:	2024A Bond Funds
TERM OF AWARD:	One Time Award: 150 Calendar Days to Complete

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

From: Dr. Zac Brown, Chief Talent Officer
Mary Ellen Heuton, Chief Financial Officer
Penny M. Murray, Executive Director

Date: August 21, 2025

Subject: Award Request for Proposal File 25-11, Employee Benefits Onsite Clinic

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Board approval is recommended to contract with One to One Health for onsite services for employees and eligible dependents.

Award Request for Proposal No. 25-11, Employee Benefits Onsite Clinic to One to One Health for operation of employee and eligible dependents onsite clinics and related text care services, for an initial term of four (4) years with the option to renew for two (2) additional one (1) year renewals, as approved in the departments' annual adopted budget. Expenditures will be from budgeted Internal Service funds.

On February 19, 2025, the Procurement Department advertised Request for Proposal No. 25-11, Employee Benefits Onsite Clinic to obtain proposals for employee onsite clinics and related services. Three (3) vendors submitted RFP responses with only two proposals meeting the specified criteria. Based on the evaluation criteria listed in the RFP and the selection committee's recommendations, the recommendation was made for the award to One to One Health, which was the lowest bid of the two submissions meeting the RFP criteria.

As required and outlined above, HCDE issued a formal Request for Proposal (RFP) to evaluate the market. While additional proposals were received, the other respondents were not selected due to either lack of relevant experience or higher projected costs. The continued service with the current incumbent will provide for expanded services and continues to support employee wellness, with no increase in cost to the district. Based on both the RFP evaluation, our continued satisfaction with One to One's performance, and a desire to maintain continuity in services for HCS staff and their eligible dependents, we recommend award of this new agreement to One to One Health.

Highlights:

- Term: Enters HCDE into the agreement for a new term of four (4) years with the option to renew for two (2) additional one (1) year renewals, as approved in the departments' annual adopted budget.
- Cost:
 - There will be no increase in the fixed monthly management fee of \$210,000.
 - Pass-through costs will continue to be billed at actual cost and are consistent with prior terms.
- Mental Health Expansion:
 - One to One practitioners have been credentialed as mental health professionals through Cigna. These services are now eligible for reimbursement through Cigna via One to One's agreement with Evernorth Behavioral Health.
 - All reimbursements received by One to One for mental health services will be remitted back to HCDE, net following administrative EMRI processing fees not to exceed 10% of collections.
 - Every dollar reimbursed back to HCDE is a direct reduction in total cost of mental health services.
- Performance Guarantees:
 - One to One continues to offer pay-for-performance metrics, placing \$20,000 of its annual fee at risk if participant satisfaction metrics are not met.

The new agreement maintains current pricing, enhances mental health offerings, and continues a successful partnership with a provider who has consistently delivered high-quality, cost-effective healthcare services to our school community.

Attachments:

- Agreement

Opportunity 2030 Commitment Connection

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AGREEMENT FOR HEALTH CARE SERVICES
HAMILTON COUNTY BOARD OF EDUCATION

THIS AGREEMENT FOR HEALTH CARE SERVICES (the “Agreement”) is made effective as of September 1, 2025 (the “Effective Date”) by and between **Hamilton County Board of Education** (“Client”), with principal offices at 3074 Claude Ramsey Parkway, Chattanooga, Tennessee 37421, and **One to One Personal Physician Network** (“One to One”), a Tennessee LLC with principal offices at 1110 Market Street Suite 502, Chattanooga, Tennessee 37402. Client and One to One may each be referred to in this Agreement as a “Party” and, collectively, as the “Parties.”

WITNESSETH:

WHEREAS, Client seeks to provide access to quality health care and to improve the health and wellness of its employees and other eligible persons through the provision of medical services at certain of Client’s locations (the “Clinics”); and

WHEREAS, Client specifically wishes to offer preventive, wellness, disease management, health consultation and/or primary care services, as part of its overall self-insured plan; and

WHEREAS, One to One can provide such health care services and employs or contracts with medical and other professionals duly licensed and qualified to provide such services and can manage and operate the Clinics; and

WHEREAS, Client desires to retain One to One to furnish such preventive, wellness, disease management, health consultation, and/or primary care services (the “Services”) and One to One desires to provide the Services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement together with all exhibits, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Client and One to One hereby agree as follows:

1. Definitions.

1.1 “Care Provider” means a qualified and licensed medical professional, either employed by or an independent contractor of One to One who provides medical care or consultation services directly to Participants.

1.2 “Collaborating Physician” means an appropriately licensed physician who has a collaborative relationship with a nurse practitioner or physician’s assistant as required under the laws of the state in which such nurse practitioner or physician’s assistant is providing services.

1.3 “Participant” means employees and their dependents, age two years or more, and all retirees and their dependents covered by the insurance plan, eligible to participate in the Services as otherwise determined by Client.

2. Services; Relationship between the Parties.

2.1 Services. One to One will provide Client with the Services as described and set forth in Schedule A, attached hereto and incorporated herein by reference. Services that do not fall within the description set forth on Schedule A shall be outside the scope of this Agreement, and Client shall instruct Participants to seek outside assistance for such matters with an alternate healthcare provider or may arrange for the provision of operational services with One to One for an additional fee. Subject to the terms and conditions of this Agreement, One to One may provide certain of the Services by engaging the services of third party contractors, particularly for professional services, provided One to One shall adhere to the qualification standards set forth in Section 7 below in the selection of individuals to provide professional services.

2.2 Location of Services/Hours of Operation. One to One shall provide the Services at the Client locations during the specified hours of operation as identified in Schedule B.

2.3 Eligibility. Eligibility to receive Services at the Clinics includes Client's employees and their spouses, and their children/dependents over the age of 2, as well as the retirees and the retiree spouses.

2.4 Personnel. One to One will provide a sufficient number of Care Providers and support staff as needed, based on number of visits to perform the Services at the Clinics for Client. Such Care Providers shall be licensed in the state in which the Clinics are located. The Care Providers and support staff will cover the hours of operation as outlined in Schedule B. Clinic staffing is included on Schedule B. Client shall have the right to require One to One to remove a Care Provider with cause with five (5) days prior written notice, and without cause upon thirty (30) days written notice, which notice shall specify the time by which such Care Provider shall be removed. With cause shall mean acting contrary to the rules and regulations of Client or failing to meet clinical standards expected by Client.

2.5 Independent Contractors. One to One, and each of its employees and the third party contractors delivering services hereunder, is an independent contractor and is not the agent or employee of Client and shall not be considered in a fiduciary, trustee or sponsor relationship to any employee benefit plan or program with respect to the Services provided under this Agreement. Notwithstanding any authority granted to Client herein, One to One and/or any Care Provider or Collaborating Physician shall retain the authority to direct or control his, her or its medical decisions, acts or judgments.

2.6 Provider Non-Compete. One to One shall only provide Care Providers for the Services who are not subject to a non-compete that would prevent them from providing such Services.

2.7 Right to Dismiss Participants One to One may, in its sole discretion, refuse to provide Services to any Participant, if One to One concludes that its Care Providers are unable to provide Services safely, in a manner that maintains a respectful and appropriate medical relationship, in accordance with law, and in a manner that does not accommodate drug-seeking behavior or actions against medical advice.

3. Training and Expertise. One to One represents and warrants that the Care Providers performing the Services specified herein have the requisite training and expertise necessary to fully and satisfactorily complete their obligation hereunder. One to One agrees that if further training or expertise is or becomes necessary or is required to fully and satisfactorily complete their obligations that One to One, or the person or persons employed by One to One, shall obtain such training or expertise. One to One further acknowledges that Client shall have no responsibility or duty to provide any such training or expertise for One to One which may be necessary or required of One to One in order to fully and satisfactorily complete its obligations, and that any fees in connection therewith shall be borne solely by One to One and not Client. One to One agrees and acknowledges that Client has entered into this Agreement based on One to One's knowledge, reputation, experience and expertise in providing the Services and designing and operating such Clinics. Upon initiation of this Agreement and Client's request, One to One shall provide to Client, reasonable evidence of the qualifications of such personnel, including but not limited to appropriate licenses. One to One will ensure that all Care Providers will complete and pass background checks to verify licensing and training.

4. Quality of Work. One to One warrants that: (a) all work and Services performed pursuant to this Agreement, shall be accomplished in a professional and competent manner consistent with the level of care and skill ordinarily exercised in the provision of services similar to the Services under similar circumstances; and (b) One to One will comply with all applicable federal, state and local laws, rules, regulations and orders in connection with the performance of its obligations hereunder.

5. Contract Period.

5.1 Term. The initial term of this Agreement will be for a period of four (4) years. Upon mutual written agreement of both parties, the Agreement may renew in whole or in part for two (2) additional one (1) year renewals. Total contract period inclusive of renewals shall be six (6) years unless terminated earlier by either Party providing written notice one hundred twenty (120) days prior to the expiration of the then current term or as provided for in Section 9, below.

6. Fees; Payment Terms.

6.1 Fees. One to One will submit invoices to Client for the fees as set forth in Schedule G. With the exception of reimbursement of reasonable expenses and/or certain pass-through costs as otherwise provided in this Agreement, such fees shall be the only compensation to One to One for the provision of the Services under this Agreement. Fees for each year of the Agreement shall increase over the previous year, as agreed to by the Parties or if material changes are otherwise agreed to by the Parties. Payment is due for all undisputed charges within thirty (30) days of receipt of an invoice. A one-half percent (.5%) per month late fee will be charged for payments on undisputed charges not received when due. Notwithstanding the foregoing, for unexpected charges that are outside the budget, it may take Client sixty (60) days of receipt of an invoice for charges to be paid.

6.2 Failure to Pay. Failure to pay an invoice when due shall constitute a breach of this Agreement and One to One reserves the right to terminate this Agreement or it may choose to suspend Services upon a breach by Client that continues more than one hundred twenty (120) days

after the invoice due date. One to One reserves the right to refrain from providing Services to Client, if full payment is not made when due for undisputed charges, until such time as payment in full has been made. In the event that One to One continues to provide Services during a period of time when Client is in breach, such continuance of Services will not operate as a waiver of One to One's right and ability to utilize any and all remedies available to One to One under applicable laws.

6.3 Pass through Costs. One to One shall provide or arrange for the provision of such equipment, supplies, staffing and such other support services reasonably necessary for the performance of its obligations under this Agreement, all of which shall be pass through costs to Client. Client shall approve any pass-through expenditure by One to One that is over \$5,000 in advance of purchase. One to One shall retain ownership of and/or control over the equipment and/or supplies provided under this Agreement, provided the Parties acknowledge that at such time as One to One is no longer providing Services to the Client, and if Client has paid for such equipment or supplies, One to One shall transfer the ownership in such equipment and supplies to the Client, as soon as is practicable, but in no event later than ten (10) business days. A list of pass-through costs is included in Schedule A. Pass through costs are those items for which Client shall reimburse One to One of the all-inclusive, actual costs for the services provided. Any staffing costs shall include, but not be limited to wages, taxes, benefits, licensing, credentialing and continuing education.

6.4 Mental Health Services. For all covered mental health services rendered by mental health professionals who are individually credentialed under One to One's existing Clinic Provider Agreement with Evernorth Behavioral Health, Inc. ("Evernorth") dated September 1 2025 One to One Health agrees to bill Cigna, through its Evernorth network, and remit to Client all amounts received from Cigna as reimbursement for such services, net of applicable collection costs, which may include administrative, billing, and credentialing expenses incurred by One to One in connection with the provision of such services.

7. Duties of One to One.

7.1 Qualified Care Providers. One to One shall employ or engage qualified and appropriately licensed or certified if applicable, Care Providers to provide the Services that One to One is obligated to provide under this Agreement. It shall also be the responsibility of One to One to make certain that all Care Providers engaged by One to One to provide care in the Client's Clinics shall retain at all times all necessary and applicable licenses and certifications. It shall be One to One's responsibility to select, contract with and manage any third party contractors, all in accordance with the terms of this Agreement, provided One to One shall engage the Client in the final acceptance process when selecting Care Providers in an effort to engage providers that will be the best fit for Client's employees and work environment. Such third-party contractors may include an affiliated professional corporation to provide the acute and other health care services, for which it will be paid fair market value by One to One, and may include other contractors, such as those for biometric screenings. One to One shall retain responsibility for any such delegated and/or subcontracted services and shall monitor performance of such services on an ongoing basis to ensure the compliance with all applicable obligations under this Agreement.

7.2 Independent Contractor. One to One shall at all times remain an independent contractor. Nothing contained herein shall be construed to create an agency, joint venture, or joint enterprise relationship between the Parties. One to One and its personnel and contractors are not Client's employees or agents, and One to One assumes full responsibility for their actions. One to One shall comply with all laws governing the Services being performed under this Agreement. One to One, at its sole expense, shall obtain any and all licenses and permits required for the Services performed by its personnel and contractors, including but not limited to any and all visas, work permits, etc. required by applicable law.

7.3 Performance of Client Obligations. One to One shall not be responsible for any delay or lack of performance of the Services due to the failure of Client or a Participant to provide information necessary to fulfill its obligations as required under this Agreement.

7.4 Compliance with Law. One to One shall not direct or encourage Client to act or refrain from acting in any way which, to its knowledge or in the opinion of the Client made known to One to One, would violate any applicable law or regulation. One to One shall not act in any way which, to its knowledge or in the opinion of the Client made known to One to One, could implicate or involve Client in a violation of any such law or regulation. Client will be responsible for operating any Client employee benefit plans or in compliance with applicable laws and regulations. One to One will be responsible for operating the Clinics, and providing the Services outlined in this Agreement in compliance with applicable laws and regulations.

7.5 One to One Reports. One to One will provide to Client the standard reports, data or information described on Schedule F as reasonably requested by Client relating to the Agreement and/or the Services provided thereunder. No additional fees shall be charged to Client by One to One for the provision of the standard reports listed on Schedule F. All other reports not listed on Schedule F and requested by Client shall be provided to Client at an additional cost.

8. Duties of Client.

8.1 Provision of Location. Client shall, at its sole cost and expense, provide or arrange for the provision of such space needed by One to One for the performance of its obligations under this Agreement, including fit-up of the space with basic infrastructure consistent with One to One's specifications, including but not limited to, telephone service, utilities and unrestricted internet connections, and medical and non-medical furnishings (including any alterations required for patient safety, patient privacy and/or required by law). Client is responsible for routine cleaning of such space, including vacuuming, trash removal and bathroom cleaning, if applicable, on a daily basis. Should One to One be required to provide the space, any costs associated with the space will be pass through costs to Client.

8.2 Internet Connections. Client will provide dedicated, unrestricted, business class DSL or business class cable services, and Ethernet handoff to be implemented into a One to One owned and operated firewall/router. Client is responsible for premise wiring to facilitate connectivity from the One to One firewall to the desktops. Two jacks are required for each employee station. Location of jacks is dependent upon build out of facilities. Minimum requirements include bandwidth of 5 mbps connection (up/down), and 5 publicly addressable IP

addresses. The Parties acknowledge that the computer services for One to One will not be connected to Client servers or Client's computer network.

8.3 Publicity and Promotion. Client will publicize and provide descriptive information, including those standard marketing materials provided by One to One as described in Schedule E, about the Services to all of the Participants who may seek Services at the location or locations agreed upon by the Parties. Client will provide One to One with copies of other documents and materials prepared independently by Client describing, publicizing, or significantly affecting the Services prior to the distribution of such materials. One to One shall review and comment on such materials within a reasonable time after receipt. Client shall use reasonable efforts to seek One to One's input prior to publicizing and providing such information to its employees, which input shall not be unreasonably delayed. Notwithstanding the foregoing, any routine communications to be sent out by Client shall not require approval from One to One.

8.4 Eligibility Files. Client will provide to One to One on a monthly basis, or such other mutually agreed-upon frequency, a Participant eligibility file, which is necessary to enable One to One to provide the Services. The Participant eligibility file will contain the entire population of Participants and will adhere to One to One's file specifications. One to One shall work with Client to ensure that any Participants who are added after the Participant eligibility file has been furnished to One to One shall be added so that One to One will be able to provide the Services to them.

8.5 Medical Claims Data. To assist in the identification and treatment of Participants with chronic conditions such as diabetes, asthma, heart disease, pulmonary disease and hypertension, Client agrees to make reasonable efforts to provide One to One, through its carrier, third party administrator, or third party vendor for claims data mining, with access to medical claims data for the Participants enrolled in Client's health plan(s), for the 12 months prior to the initiation of the Services, and at twelve month intervals thereafter through the term of the Agreement. One to One specifically acknowledges that Client's efforts to provide One to One with any medical claims data is subject to the Client's discretion and control, including, but not limited to, the file format defining the specifications for the data, the specific chronic conditions for which data is sought, the procedures that One to One will utilize in contacting Participants, the minimum necessary data to meet the purpose for which One to One is requesting such data and any requirement that One to One execute a Business Associate Agreement. One to One acknowledges that access to the third-party vendor utilized by Client will satisfy this requirement. Any such medical claims data will only be provided to the extent permitted by applicable law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Moreover, One to One agrees not to use or disclose medical claims data (or other Participant protected health information), for any purposes other than the Services specifically identified in this Agreement, or as required by law. At request of Client, One to One shall assist Client in educating Participants on the Services provided and any information requested related to those Services.

8.6 Availability of Resources. Each Party agrees to allow the other Party to utilize certain agreed upon internal resources of that Party and to assist the other Party in such utilization, including, but not limited to, training, marketing tools and resources, population health data products and technical support necessary in order to enhance the effectiveness and utilization of

the Services. Each Party will identify a single primary point of contact for implementation of project management and ongoing account management.

8.7 Compliance with Law. Neither Party shall direct or encourage the other Party to act or refrain from acting in any way which, to its knowledge, would violate any applicable law or regulation. Neither Party shall act in any way which, to its knowledge, could implicate or involve the other Party in a violation of any such law or regulation. Client will be responsible for operating any Client employee benefit plans or programs in compliance with applicable laws and regulations. One to One will be responsible for operating the Clinics, and providing the Services, outlined in this Agreement, in compliance with applicable laws and regulations. Client is a governmental entity and as such is using public funds for the payment of the Services provided by One to One, and must take this into consideration in making any and all decisions pertaining to this Agreement.

9. Events of Default, Remedies and Termination.

9.1 Events of Default. Any one or more of the following shall constitute an event of default under this Agreement (each to be an “Event of Default”):

(a) Any failure by Client to pay One to One in accordance with Section 6 of this Agreement;

(b) Any material failure by either Party to promptly and fully perform its obligations or comply with the terms of this Agreement, and, provided that such default is not a willful violation of applicable law or a threat to Participant health and safety, (which failures must be remedied immediately), the defaulting Party shall have sixty (60) days to remedy such default after written notice of such default by the aggrieved Party to the defaulting Party specifying in detail the nature of the default; and

(c) A Party appoints a custodian, liquidator, trustee or receiver or a material portion of its assets become subject to custodian, liquidator, trustee or receiver; or if a Party files a voluntary petition in U.S. bankruptcy court; or a Party is generally not paying its debts as they become due or makes an assignment for the benefit of creditors; or bankruptcy, reorganization, or insolvency proceedings or other proceedings for relief under any bankruptcy or similar law or laws for relief of debtors are instituted by or against a Party and are not dismissed within sixty (60) days.

9.2 Remedies.

(a) Subject to the terms and conditions of this Agreement, upon an Event of Default by Client, One to One may, at its option, (i) suspend further Services under this Agreement, (ii) pursue any and all remedies that may be available at law or in equity, and/or (iii) terminate this Agreement.

(b) Subject to the terms and conditions of this Agreement, upon an Event of Default by One to One, Client may, at its option, (i) suspend further payments to One to One which are specifically associated with such default, (ii) pursue any and all remedies that may be available at law or in equity, and/or (iii) terminate this Agreement.

9.3 Termination Events.

(a) This Agreement may be terminated by either Party upon the occurrence of an Event of Default by the other Party.

(b) This Agreement may be terminated by a written agreement signed by an authorized individual of both Parties.

(c) Subsequent to the initial year of this Agreement, the Client reserves the right to terminate this Agreement for the Client's convenience and not for cause, provided the Client first informs One to One of the termination in writing at least ninety days prior to the termination for convenience.

9.4 Consequences of Termination.

(a) Termination under any section of this Section 9 shall not cause either Party to waive any rights it may have to exercise any remedies available to it under any other section of this Agreement or under any applicable law.

(b) In the event this Agreement is terminated by reason of Client's default, Client shall remain liable for certain direct costs, fees, expenses and damages and/or other amounts, which the other Party may incur or sustain which are directly due to such default. The Parties agree that a reasonable estimate of these amounts is \$30,000 and Client agrees to pay such amount in the event of its default.

(c) Except as expressly provided in this Section 9.4(c), notwithstanding anything in this Agreement to the contrary no Party shall be liable to the other Party for incidental or consequential damages resulting from any breach of this Agreement.

(d) Provided that Client has satisfied all payment obligations under this Agreement, and any disputes regarding payment have been resolved, or, if an unresolved payment dispute exists, Client shall have designated in a separate fund an amount equal to the disputed payment amount, in all cases of termination, One to One agrees to work with Client to make an orderly transition of the One to One Services and Client's property pursuant to the terms and conditions of a mutually agreed upon transition plan. One to One and Client agree to negotiate in good faith the terms and conditions of any such transition plan.

(e) One to One shall maintain Participants' health records beyond termination of this Agreement in accordance with applicable laws, including but not limited to the record retention requirements under state and federal law.

(f) One to One shall transfer Participant's electronic health records to any new clinic management organization, as instructed by Client.

10. Confidentiality of Participant Records.

10.1 Access to Participant Information. One to One acknowledges and agrees that in the course of performing its duties under this Agreement, One to One, its Care Providers and/or

their agents may acquire or obtain access to or knowledge of health records or other personal and confidential information regarding Participants.

10.2 Safeguard of Information. One to One, its Care Providers and their agents will safeguard Participants' health records and other personal and confidential information to ensure that the information is not improperly disclosed and to comply with any applicable law, rule or regulation, including, but not limited to, regulations promulgated by the United States Department of Health and Human Services, pursuant to HIPAA as the same may be amended from time to time (collectively the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and other federal and state regulations governing the confidentiality of health information, including without limitation mental health, substance abuse and HIV-related information. Individual electronic medical record information is the property of One to One, subject to each Participant's rights to his/her individual medical information.

10.3 Granting of Access. One to One will afford access to Participant's health records or personal and confidential information to other persons only as allowed, or required by law. One to One shall not grant access to patient records, patient information, and other personal and confidential data to any individual or to Client except as provided in this Section 10.3.

10.4 Compliance Assistance. To the extent One to One utilizes space provided by Client in providing services under this Agreement, the Parties shall discuss how Client can assist One to One in complying with these confidentiality requirements, including the physical access to such space.

11. Confidentiality of Information.

11.1 Restriction of Use; Confidentiality. Each of the Parties agrees not to use any Confidential Information (as defined below) for any purpose other than to accomplish the intent of this Agreement. No other rights, or licenses, trademarks, inventions, copyrights, or patents are implied or granted under this Agreement. Confidential Information supplied shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Each Party agrees to keep all such Confidential Information confidential and, at a minimum, treat this Confidential Information in the same confidential manner it would treat its own most confidential information, and shall not disclose it to others or use it for any purpose except as required to accomplish the intent of this Agreement, or as may be required by the Tennessee Open Records Act.

11.2 Confidential Information. For purposes of this provision, the term "Confidential Information" shall mean any written material of the type that is protected by trademark or copyright, or is proprietary, including, without limitation, software programs,

11.3 Indemnification. One to One agrees to indemnify and hold harmless the Client from any damage, loss, cost or liability arising out of or resulting from its unauthorized use or disclosure of Confidential Information.

12. Non-Contingency Provisions. One to One warrants that it has not employed or retained any company or person, other than a bona fide employee working for One to One, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than

a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement.

13. Reimbursement, Compensation and Insurance.

13.1 One to One Insurance. One to One shall maintain, pay for and furnish certificates of insurance to Client for the following insurance coverage during the Term of this Agreement and all renewals thereof:

(a) Professional liability coverage with limits of \$1 million per claim and \$3 million aggregate.

(b) General liability coverage with limits of \$1 million per claim and \$2 million aggregate.

(c) Umbrella/excess liability insurance covering professional and general liability with limits of \$1 million per claim and \$1 million aggregate.

(d) Property and casualty coverage for its materials, equipment, furnishings, supplies, and all owned personal and/or business property and improvements located on Client's premises under the standard "Special Form" coverage to its full replacement cost, without depreciation, adjusted yearly.

13.2 Subcontractor Insurance. One to One shall require any subcontractors with which it contracts to perform any Services pursuant to the Agreement to maintain, pay for and furnish certificates of insurance to One to One for insurance coverage during the Term of this Agreement and all renewals thereof in the same amounts as provided for in Section 13.1.

13.3 Client Insurance. . Client is a Local Governmental Entity as set out under the Governmental Tort Liability Act in TCA 29-20-101, et seq., and as such, has its liability limits defined by law. Client shall either insure, or provide self-insurance, for the following coverage during the Term of this Agreement and all renewals thereof:

(a) General liability coverage for Client's business operations on the premises in which the One to One Services will be performed.

(b) In the event that Client chooses not to provide property and casualty coverage for all of Client's real and personal property to which One to One and its employees are granted access or given use, to its full or depreciated value, in the event of any loss to such property, Client shall either provide alternative property for One to One to furnish the Services or provide some other mechanism for One to One to continue to provide the Services.

14. Miscellaneous

14.1 Compliance with Laws, Regulations and Rules. Each Party agrees to comply with all federal, state and local laws, rules and regulations.

14.2 Ancillary Agreements. Each Party agrees to execute or cause to be executed all ancillary agreements appropriate and reasonably necessary to enable the Services to be performed.

14.3 Force Majeure. Neither Party shall be liable for failure or delay in performance due to any cause beyond the reasonable control of such Party (a “Force Majeure Event”); provided that such Party shall have (i) used its best efforts to avoid such Force Majeure Event and to minimize the impact of same on the other Party and (ii) rendered to the other Party prompt written notice thereof when first discovered, fully describing its probable effect and duration. The term “Force Majeure Event” shall include, but not be limited to, acts of God or the public enemy; expropriation or confiscation; war, rebellion, civil disturbances, sabotage, and riots; strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party hereunder; inability to obtain any local, state or federal governmental approval due to actions or omissions by any such governmental authority that were not voluntarily induced or promoted by the affected Party hereunder; and floods or unusually severe weather that could not have been reasonably anticipated, fires, explosions, and earthquakes, and other similar occurrences. Force Majeure Event shall not include economic hardship or changes in market conditions.

14.4 Entire Agreement. The Parties acknowledge that this Agreement, including any attachments, schedules and addendum that are attached hereto and incorporated herein by reference, represents the entire agreement and understanding of the Parties with reference to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, and any other negotiations and discussions, whether oral or written, of the Parties and/or subsidiaries of the Parties with respect to the same subject matter hereof. Each Party acknowledges that no other promises, representations or agreements, whether written or verbal, have been made by the other Party, its agents, employees or legal representatives as an inducement for the execution of this Agreement. The Agreement replaces all prior understandings and agreements of the Parties, written or oral, with respect to the subject matter covered herein.

14.5 Notices. All notices to be delivered under this Agreement shall be in writing and shall be delivered by hand or deposited in the United States mail, first-class, registered or certified mail, postage prepaid, to the following addresses:

Hamilton County Board of Education

3074 Claude Ramsey Parkway
Chattanooga, Tennessee 37421

One to One Personal Physician Network

1110 Market Street, Suite 502
Chattanooga, Tennessee 37402
Attention: David Kinzler, CEO

14.6 Severability. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the Parties to enforce such provision in another circumstance. Neither does it affect the rights of the Parties to enforce any other provision of the Agreement at any time.

14.7 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee to the extent not preempted by federal law. Any litigation arising from or about this Agreement shall be filed in the courts of Hamilton County, Tennessee or the United States Court for the Middle District of Tennessee. The Parties agree to the jurisdiction of these courts.

14.8 Amendment. This Agreement may be amended by Client and One to One only by a writing duly executed by an appropriate officer of One to One and Client. This requirement is not intended to preclude the Parties from making decisions regarding day-to-day operations.

14.9 Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. The rights and duties of the Parties under this Agreement shall not be assignable without the prior written consent of the other Party, unless such assignment is to a related or successor entity. Such consent shall not be unreasonably withheld.

14.10 Third Party Beneficiaries. Nothing contained herein shall be construed to confer any benefit on persons who are not Parties to this Agreement.

14.11 Waiver. A failure or delay of either Party to this Agreement to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provision of this Agreement or shall not excuse the other Party's performance of such, nor affect any rights at a later time to enforce the provision.

14.12 Disputes. If there is any dispute covered by this Agreement, the disputing Party shall give written notice of such dispute to the other Party no later than one hundred eighty (180) days after the Party knew or should have known that the dispute existed. Within sixty (60) days after notice of the dispute is given, the Parties will meet to attempt to resolve the dispute.

14.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Client and One to One have executed this Agreement on this
_____ day of _____, 2025.

HAMILTON COUNTY BOARD OF EDUCATION

BY: _____
Joe Smith, Board Chairman

APPROVED AS TO FORM:

ONE TO ONE PERSONAL PHYSICIAN NETWORK

By: _____
David Kinzler, CEO

SCHEDULE A

SERVICES

Services: As of the Commencement Date, One to One shall operate onsite Clinics and associated health services for Participants eligible to participate in the Services. The Services below are grouped into whether they are included in the fixed fees, are included in the per Participant per month fee, or are pass through costs.

FIXED FEES

Primary Care

- Urgent care: Evaluation and treatment of acute episodic injury and illness (Infections, gastrointestinal symptoms, rashes, common illnesses, basic wound care)
- Routine annual exams and screenings
- Primary care for ongoing disease management
- Lab draws
- Immunizations
- Allergies

Account Management and Advisory Services

- The Account Management and Advisory Services included in Schedule D

Participant Communications and Promotions

- The Communication Services included in Schedule E

Management Reporting and Analysis

- The Reporting Services included in Schedule F

One to One shall provide the staff necessary to provide the following services:

Health and Wellness Program

- *Chronic Disease Management:* For individuals with chronic diseases (Diabetes, Asthma, Obesity, Depression):
 - o Chronic condition identification
 - o Work 1:1 with individuals to empower and educate them to improve their health and quality of life through self-management practices and adherence to a treatment plan that aligns with national clinical guidelines for their disease
 - o Coaching, symptom monitoring, and disease education
 - o Use of Problem Knowledge Couplers

- *Lifestyle Risk Reduction* - For high risk individuals agreeing to follow-up with the One to One Care Provider as their personal health coach:
 - o Work 1:1 with individuals to change behaviors putting them at risk for certain conditions, addressing lifestyle habits such as physical activity, smoking, diet, stress, weight control, cholesterol and blood pressure.
 - o Individualized change management plans
 - o Proactive support

Telehealth:

- One to One shall provide 24/7 access to a Care Provider, and integration with the One to One EMR, allowing the Participant to communicate through telephonic or video chat conversation. Thus, providing a seamless integration between the onsite clinic space and the virtual telemedicine world.

Population Health

- One to One will partner with a company providing an online health analytics insights tool, to include all of the medical claims, prescription claims, onsite clinic data, biometric screening data (if any), etc. in order to view the entire population health of a Participant. The population claims data will provide real-time insights and enable One to One to forecast upcoming health spending, while at the same time giving it the ability to measure the potential impact of specific health interventions.

PASS THROUGH COSTS

- Staffing/Labor costs¹
- Medical and office supplies
- Non-CLIA waived tests, external lab processing related to physicals, annual exams and screenings
- Internet connectivity and telephone service for One to One staff
- Additional Account Management and Advisory Services, Communications Services or Reporting Services not included in the fixed fees, per **Schedules D, E and F**
- Additional Data Services, such as custom interfaces for uploads of prior provider data

Integrated Health Engagement Technology Platform

- Personal Health Record with risk profile, wellness programs, interactive nutrition and activity trackers, and medical content
- Online scheduling system and secure messaging
- Electronic Medical Record (which will include at a minimum a problem list, a medication list, patient history and order information, and is in compliance with all industry standards for provider practice, coding and privacy)

¹ Please note that the Parties anticipate that costs for wages and/or salaries shall increase annually. One to One agrees to cap any such increase to an aggregate amount of 3%.

OPTIONAL SERVICES NOT INCLUDED IN FIXED FEES

- Mass Biometric Screenings
- Health Risk Assessment - If indicated, administered online or in paper version screens for:
 - o General health and well-being
 - o Health history including symptoms, conditions and family history Tobacco use, alcohol use and stress levels

SCHEDULE B

OPERATION OF CLINICS

Clinic Locations

HICKORY VALLEY CLINIC
3074 Claude Ramsey Parkway
Building 229
Chattanooga, TN 37421

HIXSON CLINIC
4206 North Access Road
Hixson, TN 37415

Hours of Operation

Hours of operation will be during Client's normal business days of operation or as otherwise agreed to by the Parties. Hours of operation are subject to change based on need and mutually agreed upon by both Parties prior to any implementation of change in hours of operation.

In the event of an unexpected clinician absence, Clinics shall remain open for Services to be continued, to the extent possible, by the other Clinic staff member(s). In the event of unexpected clinician absence due to staff termination, Clinics shall remain open through the use of either One to One clinical staff, or other contracted providers.

Clinic Staffing

A minimum of 1 FTE NP and 1 FTE MA per clinic with appropriate oversight to be provided by Medical Director. Staffing will increase as participation increases.

SCHEDULE C
[TO BE DETERMINED]

SCHEDULE D

ACCOUNT MANAGEMENT

ACCOUNT MANAGEMENT INCLUDED IN FIXED FEES

Account Management and Advisory Services	Deliverables
Practice Manager Introduction During Implementation	The Practice Manager will be integrated as part of the team early on in the process, allowing him/her to assimilate with the core team on the Client side.
One Point of Contact	The Practice Manager provides one point of contact for triaging issues that may be handled by One to One's team of analysts, clinicians, communications resources and others to ensure any issues are identified and addressed quickly.
Monthly Reviews	In order to ensure that Client has the resources and information to inform senior management of progress and return on investment of Clinics, the account manager will provide the monthly reports described in Schedule F to be reviewed on a formal monthly call.
Quarterly Review	At a minimum, the Account Manager will provide a face- to-face quarterly review of the Clinics, incorporating the Client-specific key performance metrics from the previous year, as well as the ongoing strategic plan.
Ongoing Health Promotions	The Account Manager will work together with Client to ensure that ongoing communications are managed proactively in order to provide timely and appropriate communications and health promotions, and, in collaboration with Client's wellness initiatives, take advantage of other educational opportunities to provide a seamless, synergistic approach to messaging. The promotional outreach may occur in the form of lunch and learns, mailings, posters, etc., as appropriate for the specific initiative.
Strategic Planning	Working with Client's unique business needs, the Account Manager will work together with senior management to ensure that the goals of the Clinics, and the annual cycles (whether it be surveys, annual report-outs, etc.) are aligned with Client's strategic goals and objectives. The Account Manager will work collaboratively with Client's broker/consultant, as well as other health related vendors (EAP, DM, etc.) to ensure that existing resources are being leveraged.
Clinical Coverage Plan	One to One will establish and provide a coverage plan for clinical staff absences due to time off for illness, vacation or continuing medical education (CME).
Clinical Training	One to One will provide on-going training for all Clinic staff. This includes continuing education on motivational interviewing and mindfulness, CME, training on new features within the electronic medical record, updates from the One to One health clinical advisory board and guidelines for disease management from sources such as the CDC.

SCHEDULE E

COMMUNICATION SERVICES

COMMUNICATION SERVICES INCLUDED IN FIXED FEES

- After the Commencement Date, One to One shall provide the following Communication Program as part of the Services:
 - o Health promotion programs, both group and individual, including program materials (presentations, educational handouts, email promotions) as well as communication materials such as posters, postcards and website awareness.

The communication package includes all production and printing costs.

Additional communication services not included in fixed fees may be provided at an additional cost.

SCHEDULE F

[TO BE DETERMINED]

**SCHEDULE G
FEES AND PAYMENT SCHEDULE**

Fixed Clinic Management Fee

Fixed Clinic Management Fee includes, Wellness Administration, Virtual Health, Population Health, Clinic Management, and Behavioral Health)

TOTAL: \$210,000/month

Pass Through Costs for Items Identified on Schedule A

Pass-through costs shall be the all-inclusive, actual costs for the services provided. Any staffing costs shall include, but not be limited to, wages, taxes, benefits, licensing, credentialing, and continuing education.²

Payment Schedule

Fees for Services are invoiced and payable as follows:

- Monthly Clinic Management Fee billed at beginning of each month of service.
- Pass Through Costs are invoiced at the end of each month.

² Please note that the Parties anticipate that costs for wages and/or salaries shall increase annually. One to One agrees to cap any such increase to an aggregate amount of 3%.

SCHEDULE H

ONE TO ONE PAY FOR PERFORMANCE PLAN

At Risk Fees and Pay for Performance

One to One will commit to Client to put at risk \$20,000 of its established annual management fee for the first year of the term of this Agreement if the agreed upon performance metrics as outlined in the chart below are not met.

If Client has not fulfilled all of its requirements (the “Pay for Performance Client Requirements”) for any performance metric during a given year, then no fee credit will be due Client for that performance metric for that year. The performance metrics will be reviewed at the end of Year 1 to assure that both Client and One to One are comfortable with these performance metrics based on data exchanged between Client’s third party health insurance administrator, and One to One.

Participant Satisfaction

Participants will rate that they are satisfied or very satisfied with their overall experience with One to One via a quarterly satisfaction survey administered by One to One.

The portion of at-risk fees attributable to Participant Satisfaction will be credited back to Client in accordance with the following scale on an annual basis:

PERCENT OF EMPLOYEES SATISFIED OR VERY SATISFIED	CREDIT TO CLIENT
90+%	0% credited to Client
< 90%	100% credited to Client

*For purposes of the performance metrics, Eligible Employees means active employees of Client covered by Client’s group health plan.

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

From: Dr. Zac Brown, Chief Talent Officer
Mary Ellen Heuton, Chief Financial Officer
Penny M. Murray, Executive Director

Date: August 21, 2025

Subject: Award Request for Proposal File 25-08, Employee Benefits Onsite Pharmacy

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Award Request for Proposal No. 25-08, Employee Benefits Onsite Pharmacy to On Site RX Inc. for employee onsite and mail-order pharmacy services, for an initial term of four (4) years with the option to renew for two (2) additional one (1) year renewals, as approved in the department's annual adopted budget. Expenditures will be from budgeted Internal Service funds.

On February 12, 2025, the Procurement Department advertised Request for Proposal No. 25-08, Employee Benefits Onsite Pharmacy to obtain proposals for an onsite and mail-order pharmacy provider and related services. One (1) vendor, the current incumbent, submitted an RFP response. Based on the evaluation criteria listed in the RFP and the selection committee's review of the provided proposal, recommendation was made for the award to On-Site RX Inc. for these services to HCS staff and eligible dependents.

The proposal provided by On-Site RX Inc. ensures a continuity of services to HCS staff and their eligible dependents for pharmacy and related mail-order services. Their proposal includes a flat rate of \$123,100 per month, which is not an increase to the current rate.

Key Highlights:

- **Service Scope:** Onsite RX will continue to manage both onsite pharmacies and mail-order prescription services, including providing licensed pharmacists, technicians, and all point-of-sale technology.
- **Integration with HCDE Pharmacy Benefit Management (PBM) Company:** Onsite RX will continue to integrate with HCDE PBM to ensure consistency at all pharmacies for members and to fully capture all manufacturer rebates from the PBM.
- **Insurance Requirement:** The district is now required to carry insurance on the drug inventory, which can be added through our current insurer for less than \$1,000 annually.

- Performance Guarantees: Onsite RX has \$75,000 in annual service fees at risk, tied to metrics such as:
 - 90%+ patient satisfaction scores.
 - Wait times of under 15 minutes for 90% of customers.
 - Pharmacy operational hours maintained with minimal closures (≤ 2.5 days/year).
 - Timely reporting (monthly utilization and quarterly performance reports).
- Reporting & Accountability: Quarterly reports on cost, utilization, and trends; annual employee satisfaction survey.
- Costs: Remains the same from prior contract.

Thank you for your consideration of this request.

Opportunity 2030 Commitment Connection

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

On-Site Rx, Inc.
Pharmacy Services Agreement

This Pharmacy Services Agreement ("Agreement") is made and entered into on September 1, 2025, (the "Effective Date"), by and between Hamilton County Department of Education ("CLIENT"), and On-Site Rx, Inc., a Georgia Corporation ("On-Site Rx").

Recitals:

A. On-Site Rx contracts with health plan sponsors to provide pharmacists, pharmacy benefit guidance, onsite pharmacy expertise and pharmacy services at the employer's place of business to the employees and retirees of such employers and/or their dependents.

B. Hamilton County Department of Education desires to contract with On-Site Rx, and On-Site Rx desires to contract with the Hamilton County Department of Education for On-Site Rx to provide on-site pharmacy management, furnish pharmacists and provide onsite pharmacy services to the employees and/or their dependents enrolled in CLIENT health insurance plan or eligible under CLIENT coverages subject to the conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt, and the sufficiency of which are hereby acknowledged, CLIENT and On-site Rx hereby agree as follows:

ARTICLE I
PHARMACY MANAGEMENT AND REPORTING

- 1.01 **Onsite Pharmacy.** On-Site Rx shall serve the employees of CLIENT and/or heir dependents through the use of its purchasing and operations expertise to provide CLIENT with an onsite pharmacy. Furthermore, On-Site Rx agrees to act in the best interest of CLIENT to provide goods and services in a manner that complies with all state and federal laws, including pharmacy regulations and statutes specific to the State of Tennessee.
- 1.02 **Place of Services.** CLIENT shall provide the Pharmacist and staff with a space for an onsite pharmacy that is located at such office of CLIENT, which space shall be appropriate in the judgment of the Pharmacist and the Tennessee Board of Pharmacy, for the provision of the Pharmacy Services.
- 1.03 **Licensing.** On-Site Rx shall coordinate and pay for the pharmacy to be licensed to operate and dispense medications in the State of Tennessee. On-Site Rx will ensure that all pharmacists and technicians employed to dispense products from the on-site pharmacy will at all times hold appropriate licensing and certification from the State of Tennessee. On-Site Rx shall coordinate and pay for the pharmacy to be licensed to mail prescriptions

to employees and their dependents in the states of Georgia and Alabama.

- 1.04 Management Plan. On-Site Rx shall provide management services to CLIENT to include: (1) the ordering of prescription drug product that minimizes excess inventory but maximizes availability to members; (2) the procurement of prescription product with discounted pricing and favorable terms through contracting with wholesalers and through its group purchasing organization; (3) the ongoing consultation with CLIENT to evaluate and maximize the benefits of its prescription plan; and (4) provide all staff responsible for the dispensing of medication at the on-site pharmacy, including candidate identification and selection process. On-Site Rx will ensure that the staffing levels are appropriate to meet the needs of CLIENT and their covered dependents.
- 1.05 Inventory. CLIENT will purchase and provide the prescription and over-the-counter products to the pharmacy by purchasing drugs through On-Site Rx's group purchasing agreement, and upon receipt, said inventory will be the property of CLIENT. On-Site Rx shall be responsible for maintaining an inventory system which shows purchases, issues, re-order point, quantity on hand, unit price, and extended value. On-site shall provide a report detailing current inventory on a minimum of a monthly basis.
- 1.06 Accounting Procedures. CLIENT shall be responsible for establishing internal accounting processes for the receipt and deposit of member payments.
- a) Client will provide a \$200 change fund at each pharmacy location. Cash shall be used for cash drawer exchanges. Pharmacist shall sign for receipt and maintain fund integrity. Client will be responsible for pick up and deposit of cash from pharmacies.
 - b) Merchant Vendor and Transaction Fees
 - i. Credit Card Payment Systems - On-Site Rx shall enter into an agreement with such credit card processing entities as is necessary for debit and credit cards as well as flexible spending accounts (FSA) to be accepted at the pharmacy.
 - ii. Responsibility of Fees – The payment of credit card transaction fees shall be the responsibility of the CLIENT. Such Fees are pass through to CLIENT as calculated by credit card processor.
 - iii. Billing and Deposits – Not less than monthly, On-Site Rx shall initiate a deposit to CLIENT's bank account for the prior month's deposits minus the amount of transaction fees and sales tax incurred for such transactions. Supporting documentation will be provided to CLIENT.
 - iv. Equipment - Provision and costs of associated equipment (e.g., card readers and keypads) as well as associated software shall be the responsibility of On-Site Rx.
 - v. Service Guarantees - On-Site Rx makes no warranty that such credit card systems shall be uninterrupted or error free.
 - vi. Choice of Vendor – CLIENT understands that On-Site Rx shall hold the relationship with the merchant processing vendor(s) and that such relationship is predicated upon multiple factors, some of which are outside of On-Site Rx's direct control. On-Site Rx warrants that they will make good faith efforts to obtain favorable terms with merchant processing vendor(s). Such terms shall contemplate cost-effectiveness for CLIENT, functionality for members, and compatibility with pharmacy software platform.
 - i.

1.07 Other Duties. The overall management of the pharmacy, including protocol and procedures, will be the responsibility of On-Site Rx. Other duties, roles and responsibilities include but are not limited to

- a) Telecommunication Systems –Access to and payment of all telephonic and high-speed internet charges will be the responsibility of CLIENT.
- b) Point of Sale Technology - On-Site Rx will provide the CLIENT with technology deemed necessary by On-Site Rx to execute point of sale transactions at the on-site pharmacies. This shall include two (2) cash registers per pharmacy and corresponding optical scanning device, and technology as deemed necessary by On-Site Rx to adjudicate claims with contracted pharmacy benefit management vendor and wholesaler. The pharmacy will also sell retail and over-the-counter products. Thus, the point-of-sale system must support sales tax and be able to generate monthly sales and use tax reports.
- c) Security – Unless otherwise directed by the Client, On-Site Rx shall provide an electronic security system for the premises. In compliance with all state and federal statutes, On-Site Rx will provide secure fixtures for the legal and safe storage of controlled substances in addition to policies and procedures for the prevention of diversion. On-site Rx will provide policies and procedures for their pharmacy staff to ensure that all materials, property, and premises are secure during the hours of operation. CLIENT shall provide physical security to the premises.

1.08 Property and Inventory Insurance. CLIENT shall be responsible for maintaining insurance on the drug inventory and any other property CLIENT may have as pertains to this Agreement.

1.09 Design and Planning. CLIENT has two (2) existing pharmacies intended for the execution of the services described herein. In the event a new space is required, for whatever reason, On-Site Rx will provide CLIENT with a design of a pharmacy space at the location designated by CLIENT. Once the location and design are agreed upon, On-Site Rx will lead in planning site improvements necessary to bring the agreed upon design to completion. All such planning shall be included as part of the services. However, improvements to the existing pharmacy and the materials required will be at the expense of CLIENT.

1.10 Structural Improvements. CLIENT is responsible for all required structural improvements to the building including but not limited to electrical, plumbing, walls, and floor coverings. It shall be the responsibility of CLIENT to adhere to all local, state, and federal codes pertaining to the building including regulations by the Tennessee Board of Pharmacy.

1.11 Equipment and Supplies. On-Site Rx, as part of its management fee, shall provide the Pharmacist with all equipment and supplies, including fixtures, furniture, point of sale technology, all pharmacy computer systems, including any hardware and software deemed necessary, and all other equipment pertinent to operating a pharmacy. Telephone systems and hi-speed internet accessibility shall be the responsibility of the Client.

- 1.12 Quarterly Reports. On a quarterly basis, On-Site Rx shall provide CLIENT with a written report detailing the costs, utilization and trend patterns within CLIENT pharmacies during the immediately preceding quarter. On-Site Rx agrees to provide up to an additional four (4) ad hoc reports per year at no additional cost, unless additional programming is required.
- 1.13 Annual Survey. On-Site Rx shall conduct a survey(s) of non-identifiable, random customers to ascertain the level of customer satisfaction with the onsite pharmacy service and report the results to CLIENT annually. The survey shall contain at least five questions assessing professionalism, accuracy of prescription, cleanliness and appearance of the facility, and availability of the prescribed medication.
- 1.14 Patient Communication. On-Site Rx will provide consultation to CLIENT with regards to the most effective patient communication strategies to achieve CLIENT's goals as pertains to an onsite pharmacy and pharmacy services. On-Site Rx also agrees to provide appropriate signage for the pharmacy. CLIENT will be responsible for all costs associated with the printing and distribution of the agreed communication materials.
- 1.15 Mail Order. On-Site Rx shall
 - a) Create language and design of communications intended for alerting members of the availability and procedure for fulfilling their prescriptions through employee pharmacy's home delivery service.
 - b. Purchase all packing materials necessary for the safe transport of medications.
 - c. Determine based on law and professional judgment the medications eligible for shipping. Such list may change from time to time.
 - d. Utilize a major common carrier, such as US Postal Service, FedEx or UPS and may from time-to-time change or use multiple carriers to provide more timely and lower shipping costs.
 - e. Limit delivery to non-refrigerated items and include maintenance legend through schedule III medications. Acute medications and schedule II narcotics will not be included in this program.
 - f. Endeavor to have patients receive medications within 7-10 calendar days of the pharmacy's receipt of the patients' medication request.
 - g. Process and fill in the same manner as pick-up prescriptions. Upon completion of filling the prescription(s), the patient will be called to provide payment over the phone and verification of the patient's address. Only credit/debit card payments will be allowed. Cash/check upon delivery is not available for this service. Zero copay medications will not be mailed until contact has been made with the patient (or their caregiver) to confirm the shipping address.
 - h. Distribute communications designed by On-Site Rx, Inc. to member of the health plan via electronic means or through mail as determined most appropriate by CLIENT.

**ARTICLE II
LABOR MANAGEMENT**

2.01 Provision of Pharmacist. On-Site Rx shall furnish a pharmacist(s) ("Pharmacist") and a pharmacy technician(s) ("Technician") to provide the Pharmacy Services (as defined herein) to the employees of CLIENT and/or the dependents thereof. On-Site Rx is not committing to furnish a particular person as the Pharmacist or Technician and, at any time and from time to time, On-Site Rx may change the Pharmacist and Technician. In addition to the removal of a Pharmacist for the reasons set forth in Section 2.02.

As used herein, the Term "Pharmacy Services" means, with respect to CLIENT, the pharmacy services to which On-Site Rx has agreed to furnish a Pharmacist and a Technician pursuant to this Section 2.01.

2.02 Standards of Pharmaceutical Professional Performance. On-Site Rx shall contract with the Pharmacist such that the Pharmacist is obligated to perform or deliver the following under the Pharmacist's direction and control:

- a) The Pharmacist shall determine his or her own means and methods of providing Pharmacy Services in connection with this Agreement.
- b) The Pharmacist shall comply with all applicable laws and regulations with respect to the licensing and the regulation of pharmacists and shall ensure that the Pharmacist does the same with respect to the supervision and regulation of the Technician.
- c) The Pharmacist shall provide the Pharmacy Services in a professional, efficient, and diligent manner consistent with generally accepted industry standards and with the level of competency and standard of care normally observed by a person practicing as a pharmacist and in a manner consistent with Pharmacy Services provided in the community.
- d) The Pharmacist shall maintain, during the Term of this Agreement, Appropriate Credentials including:
 - i. A duly issued and active license to practice pharmacy and prescribe medication in the State of Tennessee. One pharmacist shall be licensed in the states of Georgia and Alabama to provide mail order.
 - ii. A good standing with his or her profession and state professional association.
 - iii. The absence of any license restriction, revocation, or suspension.
 - iv. The absence of any involuntary restriction placed on his or her federal DEA registration, and
 - v. The absence of any conviction of a felony.

- vi. In the event that any Pharmacist (1) has his or her license to practice pharmacy or prescribe medication restricted, revoked or suspended, (2) has an involuntary restriction placed on his or her federal DEA registration, (3) is convicted of a felony, or (4) is no longer in good standing with his or her professional or state licensing authority, On-Site Rx shall promptly remove that Pharmacist and immediately replace such Pharmacist with another Pharmacist that meets the requirements of Section 2.02 (d) to ensure that the Client does not experience an interruption in the provision of Pharmacy Services to its employees.
- vii. On-Site Rx shall require the Pharmacist to ensure that all support personnel comply with the requirements of this Section 2.02 with respect to performance, licensing, certification, and good standing, as applicable, except as otherwise provided in Section 2.06 with respect to pharmacy technicians and assistants. On-Site Rx shall require the Pharmacist to notify On-Site Rx immediately in the event the Pharmacist learns of the possibility that any of the events specified in Section 2.02(e) may occur with respect to the Pharmacist, and On-Site Rx shall immediately notify CLIENT of such notification.

2.03 Scheduling of Services. On-Site Rx and CLIENT shall work together to determine pharmacy hours which optimize member utilization within the number of hours contracted.

2.04 Insurance.

- a) On-Site Rx shall maintain, throughout the term of this Agreement, general liability insurance in the minimum annual coverage amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate with an AM.Best A-rated insurance company. On-Site Rx shall notify CLIENT and shall require the insurance company to notify CLIENT (at least 30 days in advance) immediately in the event On-Site Rx does not have the required coverage. On-Site Rx shall provide CLIENT proof of such general liability insurance maintained by On-Site Rx.
- b) In addition to On-Site Rx's obligation to purchase Professional Liability Insurance and to ensure that the Pharmacist maintains professional liability insurance coverage during the term of this Agreement, On-Site Rx shall purchase and maintain during the term of this Agreement the following insurance coverage:

- 1) **Commercial General Liability Insurance**, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- 2) **Automobile Liability Insurance**, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- 3) **Worker's Compensation Insurance and Employer's Liability Insurance**, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- 4) **Property and Casualty** insurance will be provided by On-Site Rx to cover the furniture, equipment, hardware, software and point of sale technology.
- 5) **Inventory** as an asset of the CLIENT, shall be insured by CLIENT. On-Site Rx shall provide insurance on the same inventory as the custodian.
- 6) **Any Other** property and liability interests of the Client shall be the CLIENT's responsibility to insure.

If any of the above cited policies expire during the life of this Agreement, it is On-Site Rx's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

- a) Hamilton County Department of Education, its agents, representatives, officers, directors, officials, and employees must be named an Additional Insured under the following policies:
 - 1) Commercial General Liability
 - 2) Auto Liability
- b) On-Site Rx's insurance and Pharmacist's insurance must be primary insurance as respects performance of this Agreement.
- c) All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against Hamilton County Department of Education its agents, representatives, officers, directors, officials, and employees for any claims arising out of work or services performed by On-Site Rx under this Agreement.

2.05 Responsibilities of Parties. On-Site Rx and Pharmacist are independent contractors. The Pharmacist shall be solely responsible for his or her actions and/or omissions and the actions and/or the omissions of any agent or any employee used by him or her (including without limitation any Technician or assistant) in connection with providing the Pharmacy Services contemplated by this Agreement. Neither CLIENT nor On-Site Rx shall have any control or involvement in the independent exercise of professional judgment by the Pharmacist and/or any agent or any employee used by the Pharmacist, and neither CLIENT nor On-Site Rx shall incur any liability for the actions or the omissions of the Pharmacist and/or any agent or

any employee used by the Pharmacist (including without limitation any Technician or assistant) in connection with this Agreement. On-Site Rx agrees to indemnify and hold harmless CLIENT from and against any cost, damage, expense, loss, liability, or obligation of any kind, including, without limitation, reasonable attorney's fees, which CLIENT may incur in connection with On-Site Rx's furnishing of any Pharmacist or Technician, or with the Pharmacy Services provided under this Agreement.

2.06 Other Licensed Pharmacy Professionals and Health Professionals. CLIENT agrees and acknowledges that Pharmacist may from time to time have other Pharmacy Professionals, as defined by this paragraph, assist the Pharmacist and/or replace the Pharmacist during his or her regularly scheduled time at CLIENT's place of business in the event of an emergency (provided, however, that On-Site Rx will require the Pharmacist to ensure that the services provided by replacement individuals do not exceed the scope of their professional training and licensure). "Pharmacy Professional" shall mean a duly licensed pharmacist. Section 2.09 shall apply in the same manner to the Pharmacy Professional as such section applies to the Pharmacist. On-Site Rx shall also ensure, or require the Pharmacist to ensure, that all Pharmacy Professionals who provide services hereunder have insurance coverage consistent with the requirements of Section 2.08. From time to time the Pharmacist, upon consent of an employee of CLIENT and/or spouse or dependent of the employee, may have pharmacy interns associated with one of the pharmacy schools in the state observe and assist the Pharmacist for educational and teaching purposes under the Pharmacist's direct supervision. The same level of professional standards as set forth in Section 2.02 shall apply to pharmacy interns working under the direct supervision of the Pharmacist.

2.07 Billing. Pharmacists will not bill or otherwise solicit any payment from CLIENT employees and/or their dependents, from CLIENT or from the CLIENT's Benefit Plan for any service provided by the Pharmacist.

2.08 Medical Records. On-Site Rx shall maintain pharmacy records with respect to all of the patients and/or customers, all of which pharmacy records shall be maintained in a professional manner consistent with the accepted practice of the community in which the Pharmacist provides the Pharmacy Services in connection with this Agreement. On-Site Rx and CLIENT shall require all parties to comply with the Health Insurance Portability and Accountability Act ("HIPAA") privacy standards.

Pharmacy and medical records as allowed by HIPAA statutes are considered the property of CLIENT and are in the custodial care of On-Site Rx for the Term of their agreement. All patient records maintained by the Pharmacist in connection with this Agreement shall be the mutual property of the Pharmacist, and On-Site Rx as required by HIPAA, notwithstanding the availability of such records to CLIENT. CLIENT understands and agrees that all of the pharmacy records and other protected information maintained by the Pharmacist will be held by the Pharmacist in strictest

confidence, and that CLIENT will not be entitled to have access to the pharmacy records maintained by the Pharmacist, in the absence of an appropriate written authorization from the patient/employee.

2.09 Other Records. On-Site Rx shall maintain inventory, point of sale, and all other necessary on-site pharmacy records. In the event that the relationship between On-Site Rx and CLIENT is terminated, On-Site Rx warrants that it shall turn over all records, electronic or otherwise, that are necessary to run the on-site pharmacy and for the seamless transition to any successor to On-Site Rx.

2.10 Noncompliance by Pharmacist. In the event CLIENT becomes aware of any failure by the Pharmacist to comply with the obligations of the Pharmacist which are contemplated by this Agreement, CLIENT shall immediately provide written notice to On-Site Rx of such failure, which written notice shall describe the failure in reasonable detail, and On-Site Rx shall use its best efforts to address such failure. In the alternative, On-Site Rx may arrange for the substitution of another person as the Pharmacist.

2.11 Staffing Levels. On-Site Rx will ensure that the staffing levels are appropriate to meet the needs of CLIENT and their covered dependents and comply with all Federal, State and Local laws; however regular ongoing staffing shall not exceed one and one-half (1.5) full-time equivalent (FTE) Pharmacists and four (4) FTE Certified Pharmacy Technicians.

**ARTICLE III
PRICING AND COMPENSATION**

3.01 Pharmacy Services Fee. No later than the last day of the month, CLIENT shall pay a management fee to On-Site Rx in the amount of \$123,100 per month for furnishing labor and all Pharmacy Services provided under this Agreement for the upcoming calendar month (the "Initial Fee") and shall be paid by CLIENT during the Initial Term of this Agreement. Such Fee will be considered late if received after the 5th day of the upcoming month. The Pharmacy Services Fee shall increase by three percent (3%) in each contract year ending in an odd number (Year 2027 and 2029).

On-Site Rx and CLIENT agree that the pharmacies shall be open not more than fifty-two (52) hours per week of normal business operation, with hours to be mutually agreed by CLIENT and On-Site Rx. If CLIENT instructs On-Site Rx in writing that the pharmacy shall be open for additional hours beyond the above, On-Site Rx shall be entitled to an increase to the Initial Fee or Renewal Fee of the following amounts for all such additional hours that the pharmacy is open.

53 - 56 hours	\$9,150 per month
57 - 60 hours	\$13,725 per month
60 or more hours	Per Mutually Agreeable Rate

The fees assume membership on the health plan does not vary by more than five percent (5%) from the 9,900 individuals on the plan at the time of this agreement does not vary by more than five (5%) percent from the twelve (12) previous months.

3.02 Inventory Payment. On-Site Rx will invoice CLIENT on the 1st and 16th (or next business day) of the month for inventory ordered in the prior 15-day period. CLIENT shall remit payment for inventory twice each month with the invoice provided on the 1st due on the 15th of the month and the invoice provided on the 16th due on the 30th day of the month.

3.03 Method and Timing of Payment. All invoices outlined in this contract must be paid by CLIENT to On-Site Rx by electronic transfer.–

- a) **Invoice Due Date:** The date on which On-Site Rx receives cleared funds from CLIENT. All invoices are due to clear before close of business on third business day after the receipt of the invoice.

b) **Invoice Receipt Time:** For the purpose of determining the payment due date, any invoice received by CLIENT after 10:00 AM Eastern Daylight Time (EDT) on a given business day will be considered as having been received on the subsequent business day.

c) **Example:**

- i. If an invoice is dated Monday and received before 10:00 AM EDT on Monday, payment is due by Thursday.
- ii. If an invoice is dated Monday but received after 10:00 AM EDT on Monday (e.g., at 11:00 AM EDT), it will be considered received on Tuesday, and payment will be due by Friday."

3.05 Sales Tax. As required on over the counter items, sales tax is due, and therefore invoiced monthly. This amount is invoiced separately and due by the 15th of each month.

3.06 Late Fees and Penalties. All invoiced amounts not received by their due date shall incur a penalty of \$95. A penalty of 0.06% per day on any unpaid balance will be assessed for each day that any amount due hereunder remains unpaid up to and including cessation of services.

**ARTICLE IV
TERM AND TERMINATION**

- 4.01 Term. The initial term of this Agreement will be for a period of four (4) years. Upon mutual written agreement of both parties, the Agreement may renew in whole or in part for two (2) additional one (1) year renewals. Total contract period inclusive of renewals shall be six (6) years.
- 4.02 Termination Without Cause. During the Term, this Agreement may be terminated by either party without cause, by providing the other party one hundred eighty (180) days' written notice.
- 4.03 Termination With Cause. This Agreement may be terminated by either CLIENT or On-Site Rx, with cause, by providing the other party at least ninety (90) calendar days' prior written notice. The violating party producing the "cause" for termination has thirty (30) days to respond and remedy the cause. Should the violating Party fail to remedy the cause, then the Agreement shall terminate at the end of the ninety (90) calendar-day period.
- 4.04 Effect of Expiration or Termination. The expiration or the termination of this Agreement shall not affect the obligation of CLIENT to pay compensation to On-Site Rx or remit payment for any outstanding invoice for the period prior to such expiration or termination and shall not affect the obligation of On-Site Rx to provide monthly reports for the period prior to the effective date of such expiration or such termination. In the event this Agreement is terminated. On-Site Rx will arrange for pharmacy records to be transferred to CLIENT's chosen vendor in a HIPAA compliant manner and in a format acceptable to On-Site Rx. All costs associated with such transfer shall be the responsibility of CLIENT.

**ARTICLE V
MISCELLANEOUS**

- 5.01 Notice. All notices and other communications permitted or required pursuant to this Agreement shall be in writing, addressed to the party at the address set forth at the end of this Agreement or to such other address as the party may designate from time to time in accordance with this Section 5.01. All notices and other communications shall be mailed by certified or registered mail, return receipt requested, postage pre-paid, (b) personally delivered or (c) sent by telecopy with a receipt confirmation. Notices mailed pursuant to this Section 5.01 shall be deemed given as of three days after the date of mailing and notices personally delivered or sent by telecopy shall be deemed given at time of receipt.
- 5.02 Transferability. Except as provided in Section 5.08, neither CLIENT nor On- Site Rx may assign or otherwise transfer this Agreement to a third party without the prior written consent of the other party, which may be given or withheld by the other party in its sole discretion.
- 5.03 Entire Agreement. This Agreement constitutes the entire agreement between CLIENT and On-Site Rx with respect to the subject matter hereof. Provided there is a separate agreement, to the extent that this Agreement conflicts with the separate agreement, the most recent agreement controls. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by both CLIENT and On-Site Rx.
- 5.04 Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the internal laws of the State of Tennessee, without giving effect to its conflict of law's provisions.
- 5.05 Non-Disclosure. CLIENT and On-Site Rx shall take all reasonable steps to ensure that all proprietary, confidential and trade secret information acquired by virtue of the position of the other party under this Agreement shall not be disclosed or used outside of the business of any of the parties. This includes information with respect to the Terms of this Agreement or the business of CLIENT and On-Site Rx. The parties understand that some information may be subject to the Tennessee Open Records Act or other applicable laws or regulations, and in the event of any disclosure, the parties shall act in good faith in discharging their obligations here under. If practical, the disclosing party shall give three (3) days' written notice by hand delivery, facsimile, email of the information and/or materials to be disclosed and the reasons for such disclosure. Nothing in this section shall be construed as preventing any party from continuing to use or disclose any information (a) that is in the public domain, or (b) that subsequently becomes part of the public domain through no act of the party, or (c) that is disclosed to it by a third party, where said disclosure does not itself violate any contractual or legal obligation, or (d) that is independently developed by a party, or (d) that is known or used by it prior to this Agreement. The burden of establishing the existence of (a) through (e) shall be upon the party attempting to use or disclose the information.
- 5.06 Records. The parties agree to maintain books, records, and documents generated by themselves or as reported by any Contractor to them, insofar as they related to work performed or money received under this Agreement, for a period of seven (7) full years from the date of final payment for any obligation pursuant. Accounting records shall be prepared in accordance with generally accepted accounting principles. On-Site Rx shall at all times during the term of this Agreement and for a period of seven (7) years after the expiration or termination of this Agreement, keep and maintain records of the work performed pursuant

to this Agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, time sheets, and other documents that support actions taken by the parties. Documents shall be maintained by On-Site Rx necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles.

- 5.07 Successors. This Agreement is binding upon the parties, their successors, and assigns. Thirty (30) days' notice of any change in ownership, management, etc. shall be given to the other party by the party experiencing the change. In such event, this Agreement shall be assumed upon a change of ownership, change of control, change in management, reorganization, etc. of, or at, the CLIENT.
- 5.08 Force Majeure. In the event of any party hereto being rendered unable, wholly or in part, by reason of Force Majeure to carry out its obligations hereunder, or to meet the requirements to earn a payment or other commitment of another party hereto, the obligations of the disabled party suffering such Force Majeure event shall be suspended during the continuance of any inability so caused, but for no longer period and/or the deadline to earn any such payments or other benefits shall be tolled for the period of such Force Majeure event and the deadline shall be extended for the period of such Force Majeure event; provided, however, that such party suffering the Force Majeure event shall (i) deliver prompt notice, to the Party to whom the obligations are due, of the occurrence of such a Force Majeure event (such notice to describe the circumstances creating the event and the steps that such party proposes to take to eliminate the event or the effects thereof), (ii) use its best efforts to eliminate such event or the effects thereof and shall deliver periodic status reports regarding such efforts to the party to whom the obligations are due, (iii) promptly deliver notice to the party to whom the obligations are due when such event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations and (iv) proceed to fulfill or perform such obligations as soon as reasonably practical after the event has been eliminated or has ceased to prevent the performance of the suffering party's obligations.
- 5.09 Indemnification. On-Site RX must defend, indemnify, and hold harmless CLIENT against all damages, claims or liabilities and expenses (including reasonable attorney's fees) arising out of or resulting in any way from the services purchased and provided under this Agreement, or from any act or omission of On-Site Rx, its agents, employees, or subcontractors. Additionally, On-Site Rx shall defend, indemnify and hold harmless CLIENT from and against any and all third party claims and Liabilities (including, without limitation, reasonable attorneys' fees and costs), regardless of the form of action, arising out of or in connection with a claim that the services, when used within the scope of this Agreement, infringes, violates or misappropriates a valid third party patent, copyright or other proprietary right provided that On-Site Rx is notified promptly in writing of the action and Contractor is given the option, at its expense, to control the action and all requested reasonable assistance to defend the same. This indemnification provision shall survive the expiration or termination of this Agreement.
- 5.10 Non-Discrimination. The parties hereby agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the parties on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The parties shall, upon request, show proof of such non-discrimination and shall post in

conspicuous places, available to all employees and applicants, notices of non-discrimination.

- 5.11 Proprietary Information-Confidentiality-Advertising. On-Site Rx must consider all information furnished by CLIENT to be confidential and not disclose any information to any other person or use the information itself for any purpose other than performing this Agreement unless On-Site Rx obtains written permission from CLIENT to do so. This paragraph applies to drawings, specifications, or other documents prepared by On-Site Rx for CLIENT in connection with this Agreement. On-Site Rx recognizes that CLIENT's employees have no authority to accept any information in confidence.
- 5.12 Limitations of Responsibilities. In no event is CLIENT liable for anticipated profits or for incidental or consequential damages. CLIENT's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach of this Agreement will in no case exceed the unit price allocable to the goods or non-professional services which gives rise to the claim. CLIENT is not liable for penalties of any description. Any action resulting from any breach of this Agreement by CLIENT as to the goods or non-professional services delivered must be commenced within one (1) year after the cause of action has accrued.
- 5.13 Standard of Care. On-Site Rx shall exercise the same degree of care, skill, and diligence in the performance of services as is ordinarily possessed and exercised by a professional On-Site Rx under similar circumstances in the same area of practice. On-Site Rx makes no warranty or guarantee, either expressed or implied, as part of this agreement.
- 5.14 Dispute Resolution. Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation in Chattanooga, Tennessee,
- 5.15 Waiver. A waiver by either CLIENT or On-Site Rx of any breach of this Agreement shall be in writing. CLIENT's failure to insist on performance of any of the terms or conditions of this purchase order or to exercise any right or privilege, or CLIENT's waiver of any breach does not waive any other terms, conditions, or privileges, whether of the same or similar type.
- 5.16 Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- a. The mediation shall be conducted by a mediator mutually acceptable to both parties.
 - b. The parties agree to share equally in the expense of the mediation.
 - c. Such mediation may not include either party or any other person or entity who may be affected by the subject matter of the dispute.
 - d. Unless the parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an

immediate injunction or restraining order to protect the rights of a party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

- 5.17 Relationship of Parties. Nothing contained herein shall be construed to hold or to make CLIENT a partner, joint venturer, or associate of On-Site Rx, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.
- 5.18 Non-Disclosure. On-Site Rx agrees not to disclose or to permit disclosure of any information designated by CLIENT as confidential, except to On-Site Rx's employees and independent On-Site Rx's, associates, and subcontractors who require such information to perform the services specified in this agreement.
- 5.19 Drug Free Workforce. On-Site Rx certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.
- 5.20 Federal or State Funding. In the event that the Project is funded in whole or in part by Federal or State grants, On-Site Rx agrees to abide by all applicable Federal and State laws.
- 5.21 Compliance with Laws. CLIENT has entered into this agreement with On-Site Rx, relying on its knowledge and expertise to provide the services contracted for. As part of that reliance, On-Site Rx represents that they know and understand the relevant and applicable federal and state laws that apply to the services provided through this contract and agrees to comply with these relevant and applicable federal and state laws.
- 5.22 On-Site Rx understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1988.
- 5.23 On-Site Rx certifies that it is not currently engaged in and will not for the duration of the Contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

[signatures on the following page]

IN WITNESS WHEREOF, Hamilton County Department of Education and On-Site Rx have executed and delivered this Agreement as of the date first above written.

HAMILTON COUNTY DEPARTMENT
OF EDUCATION

ON-SITE RX, INC.

Name: Joe Smith
Title: HCDE Board Chairman
Address: 3074 Claude Ramsey Pkwy
Chattanooga, TN 37421

Name: Daniel W. Doebler
Title: President
Address: 4103 Winder Highway Suite 7036
Chestnut Mountain, GA 30502

Hamilton County Schools Performance Guarantees

On-Site Rx has entered into a contractual arrangement with Hamilton County Department of Education with experience and confidence in its abilities to achieve outcomes that benefit CLIENT as described herein. On-Site Rx shall provide financial safeguards for CLIENT with monetary risk as outlined below:

At Risk Fees and Pay for Performance.

\$75,000 of the Annual Service Fees per year during the term of this agreement are “at-risk” to On-Site Rx and are subject to achieving the performance metrics outlined below.

- 1) Patient Satisfaction (at risk \$35,000)
 - (a) Greater than ninety percent (90%) of employee yearly survey respondents will answer “definitely” or “probably” when asked if they would recommend HCS EdHealth Pharmacy, at either Hixson or Hickory Valley, to a friend or colleague.
 - (b) Condition: CLIENT shall assist in promotion and delivery of survey to pharmacy eligible participants in an electronic format that On-Site Rx creates.

- 2) Pharmacy Wait Times (at risk \$15,000)
 - (a) Greater than ninety percent (90%) of employee’s yearly survey respondents will answer that “they did not wait or waited under 15 minutes” for their medication to be prepared.

- 3) Pharmacy Operation Hours (at risk \$15,000)
 - (a) Maximum Allowable Closure: On-Site Rx shall ensure that each pharmacy location operates for the full scheduled hours each year with no more than 2.5 days of closure.
 - (b) Conditions:
 - (i) Inclement weather in which the schools or Hamilton County Government agencies are closed shall not count towards annual closure total.
 - (ii) Any time pharmacy space is under repair or otherwise unavailable due to CLIENT actions or decisions shall not count toward the calculated closed days described in this guarantee.
 - (iii) CLIENT shall be notified within a reasonable time of closure and notified again of the pharmacy re-opening.

- 4) Account Management
 - (a) Dedicated Account Manager Availability (at risk \$5,000)
 - (i) CLIENT will be assigned a dedicated account manager who will be available during regular business hours. If your dedicated account manager is unavailable, a qualified backup will be provided and will be communicated to CLIENT.
 - (b) Reporting (at risk \$5,000)
 - (i) Reporting shall be delivered with the following frequency:

1. Utilization Reporting – Monthly
2. Pharmacy Performance Reporting – Quarterly
 - a. Condition: CLIENT waiving or canceling a scheduled reporting meeting shall not be considered an unmet performance guarantee.
3. HCS EdHealth Pharmacy Employee Satisfaction Survey – Yearly
 - a. Condition: CLIENT shall assist in promotion and delivery of survey to pharmacy eligible participants in an electronic format that On-Site Rx creates.

Should any of the above not be met, such monies as appropriate shall be credited towards HCDE's upcoming Pharmacy Services Fee invoice.

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

From: Dr. Robert Sharpe, Chief Operating Officer
Justin Witt, Director Maintenance and Operations

Date: August 21, 2025

Subject: Award Bid 25-35, HCS Service Center Warehouse: Reroofing

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Award Invitation to Bid No. 25-35, HCS Service Center Warehouse: Reroofing to Tri-State Roofing Contractors, LLC for replacement roof, in the amount of \$854,119.00, which includes the Base Bid, Owner's Contingency Allowance and Alternates 1 and 2. Expenditures will be from budgeted 2024A Bond Funds.

On July 22, 2025, the Procurement Department advertised Invitation to Bid No. 25-35, HCS Service Center Warehouse: Reroofing to obtain bids for replacement roof. Six (6) vendors submitted bids. After review of the bid submissions, staff recommends awarding to the lowest responsive and responsible bidder, Tri-State Roofing Contractors, LLC.

Attachment:

- Bid Tabulation

Opportunity 2030 Commitment Connection

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

**INVITATION TO BID
OPENING TABULATION**

BID NUMBER:	25-35						
BID TITLE:	HCS Service Center Warehouse: Reroofing						
OPENING DATE & TIME:	August 12, 2025 @ 2:00PM						
BIDDER		BASE BID		OWNER'S CONTINGENCY ALLOWANCES			PROJECT TOTAL
Tri-State Roofing Contractors, LLC		\$428,595		\$30,000			\$458,595
JDH Company, Inc.		\$432,815		\$30,000			\$462,815
Eskola, LLC		\$627,360		\$30,000			\$657,360
BlueBird Roofing (Non-Responsive)		\$289,770		\$30,000			\$319,770
Atlas Roofing (Non-Responsive)		\$307,965		\$30,000			\$337,965
Genesis Roofing Company Inc. (Non-Responsive)		\$350,200		\$30,000			\$380,200
<i>NOTE: UNIT PRICES LISTED BELOW SHALL BE INCLUDED IN BASE BID.</i>							
				UNIT PRICE			
ITEM	DESCRIPTION	Tri-State	JDH	Eskola	Bluebird	Atlas	Genesis
A	Remove and replace damaged/deteriorated corrugated metal roofing. Provide unit price per SF and include 1,000 SF in Base Bid	\$6.00	\$10.00	\$23.38	\$25.00	\$2.00	\$6.50
ADD ALTERNATE							
ITEM	DESCRIPTION	Tri-State	JDH	Eskola	Bluebird	Atlas	Genesis
ALT 1	Include additional roof recovery scope from Column Line 8 to Column Line 12.	\$233,660	\$195,787	\$403,035	\$195,035	\$190,642	\$199,150
ALT 2	Include additional roof recovery scope from Column Line 12 to Column Line 15.	\$161,864	\$208,389	\$272,115	\$113,415	\$139,834	\$168,600
FOR OFFICE USE ONLY							
AWARD RECOMMENDED TO:	Tri-State Roofing Contractors, LLC						
FUNDED BY:	2024A Bond Funds						
TERM OF AWARD:	One Time Award; 120 Calendar Days to Complete						

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

From: Mary Ellen Heuton, Chief Financial Officer

Date: August 21, 2025

Subject: Monthly Financial Report

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Due to year-end closing, the financial statements for the month of June are not available. The Hamilton County Financial Report will be submitted to the Board upon completion.

Opportunity 2030 Commitment Connection

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

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

From: Mary Ellen Heuton, Chief Financial Officer, Finance

Date: August 21, 2025

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

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

The Federal Programs budget is amended by items 1 – 3, all of which consist of carryover funds.

The State Programs budget is amended by item 4 which consists of carryover funds.

The Self-Funded Programs budget is amended by items 5 - 16. Items 5, 11 and 13 consist of current year contributions and carryover contributions. Items 6, 7, 10 and 12 consist of carryover contributions. Items 8, 9 and 14 - 16 consist of current year contributions.

1. Turnaround Action Grant V, with transfers between lines
2. ATSI 24 Grant, with a net increase of \$48,042 and transfers between lines
3. BJA FY21 STOP School Violence Grant, totaling \$154,484
4. Innovative School Models, with transfers between lines
5. Nursing Services, with a net increase of \$15,000
6. Tennessee Titans, with a net increase of \$124
7. TN Risk Management Trust Safety Grant, with a net increase of \$601
8. Hamilton County Government Funds, with a net increase of \$7,160,249 with transfers between lines
9. Future Ready Institutes – The Howard School, totaling \$17,054
10. CTE Surplus, with a net increase of \$3,619
11. Future Ready Institutes – Blue Cross Blue Shield, with a net increase of \$96,835
12. Character Education Donations, with transfers between lines
13. Future Ready Institutes – Tyner Academy, with a net increase of \$49,194
14. Teacher Recruitment, totaling \$4,500
15. Supplemental Salaries, with a net increase of \$29,245
16. Fund for Excellence, with a net increase of \$121,491

Opportunity 2030 Commitment Connection

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

FEDERAL PROGRAMS

SOURCE OF FUNDS

August 21, 2025

	FEDERAL THROUGH STATE 47100	DIRECT FEDERAL FUNDS 47990	TOTAL REVENUE	AMENDMENT ITEM #
BUDGET AMENDMENTS				
Turnaround Action Grant V	-	-	-	1
ATSI 24 Grant	48,042		48,042	2
BJA FY21 STOP School Violence Grant		154,484	154,484	3
	<u>48,042</u>	<u>154,484</u>	<u>202,526</u>	

FEDERAL PROGRAMS
USE OF FUNDS

August 21, 2025

	REGULAR INSTRUCTION 71100	OTHER STUDENT SUPPORT 72130	REGULAR INSTRUCTION SUPPORT 72210	INDIRECT COST 99100	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
BUDGET AMENDMENTS						
Turnaround Action Grant V	9,389	49,842	(66,062)	6,831	-	1
ATSI 24 Grant	75,937	(20,928)	(7,210)	243	48,042	2
BJA FY21 STOP School Violence Grant			149,984	4,500	154,484	3
	85,326	28,914	76,712	11,574	202,526	

STATE PROGRAMS
SOURCE OF FUNDS

August 21, 2025

	STATE REVENUE	TOTAL REVENUE	AMENDMENT ITEM #
BUDGET AMENDMENTS	46000		
Innovative School Models	-	-	4

STATE PROGRAMS
USE OF FUNDS

August 21, 2025

BUDGET AMENDMENTS	REGULAR INSTRUCTION 71100	VOCATIONAL EDUCATION INSTRUCTION 71300	OTHER STUDENT SUPPORT 72130	VOCATIONAL EDUCATION SUPPORT 72230	TRANSPORTATION 72710	REGULAR CAPITAL OUTLAY 76100	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
Innovative School Models	35,000	(28,956)	96,325	(53,000)	(8,000)	(41,369)	-	4

SELF-FUNDED PROGRAMS
SOURCE OF FUNDS

August 21, 2025

	RESTRICTED FOR EDUCATION FUND BALANCE 34555	CHARGES FOR CURRENT SERVICES 43000	OTHER LOCAL REVENUES 44000	OTHER GOVERNMENT GROUPS 48000	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
BUDGET AMENDMENTS						
Nursing Services		15,000			15,000	5
Tennessee Titans	124				124	6
TNRMT Safety Grant	601				601	7
Hamilton County Government Funds				7,160,249	7,160,249	8
Future Ready Institutes - The Howard School			17,054		17,054	9
Career & Technical Surplus	8,619		(5,000)		3,619	10
Future Ready Institutes - BCBS	(3,165)		100,000		96,835	11
Character Education Donations	-				-	12
Future Ready Institutes - Tyner Academy	(13,306)		62,500		49,194	13
Teacher Recruitment			4,500		4,500	14
Supplemental Salaries			29,245		29,245	15
Fund for Excellence			121,491		121,491	16
	(7,127)	15,000	329,790	7,160,249	7,497,912	

SELF-FUNDED PROGRAMS
USE OF FUNDS

August 21, 2025

BUDGET AMENDMENTS	REGULAR INSTRUCTION 71100	VOCATIONAL EDUCATION INSTRUCTION 71300	STUDENT BODY EDUCATIONAL PROGRAM 71400	HEALTH SERVICES 72120	OTHER STUDENT SUPPORT 72130	REGULAR INSTRUCTION SUPPORT 72210	HUMAN SERVICES 72520	OPERATION OF PLANT 72610	MAINTENANCE OF PLANT 72620	REGULAR CAPITOL OUTLAY 76100	TOTAL AMENDMENT AMOUNT	AMENDMENT ITEM #
Nursing Services				15,000							15,000	5
Tennessee Titans			124								124	6
TNRMT Safety Grant								601			601	7
Hamilton County Government Funds										7,160,249	7,160,249	8
Future Ready Institutes - The Howard School									17,054		17,054	9
Career & Technical Surplus		3,619									3,619	10
Future Ready Institutes - BCBS	95,835									1,000	96,835	11
Character Education Donations						-					-	12
Future Ready Institutes - Tyner Academy	49,194										49,194	13
Teacher Recruitment							4,500				4,500	14
Supplemental Salaries					29,245						29,245	15
Fund for Excellence									121,491		121,491	16
	145,029	3,619	124	15,000	29,245	-	4,500	601	138,545	7,161,249	7,497,912	

**HAMILTON COUNTY DEPT OF EDUCATION
FEDERAL PROGRAMS
TURNAROUND ACTION GRANT V
BUDGET FISCAL YEAR 2025-2026**

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2026 BUDGET		AMENDED BUDGET	
		DOCUMENT	INCREASE	DECREASE	8/21/2025
141-2-115-0000-0-00000-471410-0000-0000-115	FY25 Carryover	799,145	-	-	799,145
	Total Source of Funds	799,145	-	-	799,145

USE OF FUNDS SUMMARY

71100	Regular Instruction	156,006	52,904	(43,515)	165,395
72130	Other Student Support	143,040	59,305	(9,463)	192,882
72210	Instructional Support	483,202	37,837	(103,899)	417,140
99100	Indirect Cost	16,897	6,831	-	23,728
	Total Use of Funds	799,145	156,877	(156,877)	799,145

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	FY2026 BUDGET		AMENDED BUDGET	
		DOCUMENT	INCREASE	DECREASE	8/21/2025
<u>District Level</u>					
141-2-115-0000-0-99100-550410-0000-0000-115	Indirect Cost (3.06%)	14,634	5,916	-	20,550
	Total 99100 - Indirect Cost	14,634	5,916	-	20,550
	Total District Level	14,634	5,916	-	20,550

MidTown Learning Community

Donaldson, Hardy, Orchard Knob Elementary, Dalewood Middle, Orchard Knob Middle

141-2-115-6002-0-72130-512310-PBEN-0000-115	Lead Counselor .5 FTE	44,800		(2,177)	42,623
141-2-115-6002-0-72130-518810-0000-0000-115	Bonus	-	2,000		2,000
141-2-115-6002-0-72130-518980-PBEN-0000-115	Student Support Coach .5 FTE	25,300		(1,262)	24,038
141-2-115-6002-0-72130-518980-0000-0000-115	Student Support Coach Supplemental Pay	3,800		(212)	3,588
141-2-115-6002-0-72130-520110-0000-0000-115	Social Security	9,000		(4,521)	4,479
141-2-115-6002-0-72130-520410-0000-0000-115	Retirement	5,100		(396)	4,704
141-2-115-6002-0-72130-520610-PBEN-0000-115	Life Insurance	50		(10)	40
141-2-115-6002-0-72130-520710-PBEN-0000-115	Health Insurance	11,000	2,320		13,320
141-2-115-6002-0-72130-520810-PBEN-0000-115	Dental Insurance	400		(106)	294
141-2-115-6002-0-72130-521010-PBEN-0000-115	Unemployment Compensation	50		(36)	14
141-2-115-6002-0-72130-521210-0000-0000-115	Medicare	1,100		(52)	1,048
141-2-115-6002-0-72130-529910-PBEN-0000-115	Long Term Disability	85	22		107
141-2-115-6002-0-72130-529930-PBEN-0000-115	Short Term Disability	110	6		116
141-2-115-6002-0-72130-535510-0000-0000-115	Travel - In Town Mileage	2,500		(691)	1,809
	Total 72130 - Other Student Support	103,295	4,348	(9,463)	98,180
141-2-115-6002-0-72210-514100-0000-0000-115	MT Diff Comp	16,500	14,878		31,378
141-2-115-6002-0-72210-517210-PBEN-0000-115	MT New Teacher Coach .5 FTE	37,900	3,507		41,407
141-2-115-6002-0-72210-518810-0000-0000-115	Bonus	-	4,500		4,500
141-2-115-6002-0-72210-5189D0-PBEN-0000-115	MT ELA Content Lead K-5 .5 FTE	46,000	3,298		49,298
141-2-115-6002-0-72210-5189D0-PBEN-0000-115	MT ELA Content Lead 6-12 .25 FTE	43,800		(26,858)	16,942
141-2-115-6002-0-72210-5189D0-PBEN-0000-115	MT RTI District Content Lead .5 FTE	45,100		(45,100)	-
141-2-115-6002-0-72210-5189D0-PBEN-0000-115	MT Math Content Lead K-5 .5 FTE	38,900		(1,862)	37,038
141-2-115-6002-0-72210-5189D0-PBEN-0000-115	MT Math Content Lead 6-12 .5 FTE	43,500		(2,093)	41,407
141-2-115-6002-0-72210-5189D0-0000-0000-115	District Content Lead Supplemental Pay	8,250	391		8,641
141-2-115-6002-0-72210-520110-0000-0000-115	Social Security	17,360		(3,472)	13,888
141-2-115-6002-0-72210-520410-0000-0000-115	Retirement	19,000		(4,011)	14,989
141-2-115-6002-0-72210-520610-PBEN-0000-115	Life Insurance	150		(60)	90
141-2-115-6002-0-72210-520710-PBEN-0000-115	Health Insurance	35,000		(5,030)	29,970
141-2-115-6002-0-72210-520810-PBEN-0000-115	Dental Insurance	1,100		(438)	662
141-2-115-6002-0-72210-521010-PBEN-0000-115	Unemployment Compensation	65		(33)	32
141-2-115-6002-0-72210-521210-0000-0000-115	Medicare	4,070		(725)	3,345
141-2-115-6002-0-72210-529910-PBEN-0000-115	Long Term Disability	400		(159)	241
141-2-115-6002-0-72210-529930-PBEN-0000-115	Short Term Disability	450		(189)	261
141-2-115-6002-0-72210-535510-0000-0000-115	Travel - In Town Mileage	3,500		(1,000)	2,500
	Total 72210 - Instructional Support	361,045	26,574	(91,030)	296,589
	Total MidTown - District Level	464,340	30,922	(100,493)	394,769

ACCOUNT CODE	DESCRIPTION	FY2026 BUDGET		AMENDED BUDGET	
		DOCUMENT	INCREASE	DECREASE	8/21/2025
Dalewood Middle					
141-2-115-0055-2-71100-5116J0-PBEN-0000-115	Teacher - Behavior 1 FTE	33,973		(33,973)	-
141-2-115-0055-2-71100-520110-0000-0000-115	Social Security	2,106		(2,106)	-
141-2-115-0055-2-71100-520410-0000-0000-115	Retirement	2,161		(2,161)	-
141-2-115-0055-2-71100-520610-PBEN-0000-115	Life Insurance	17		(17)	-
141-2-115-0055-2-71100-520710-PBEN-0000-115	Health Insurance	4,520		(4,520)	-
141-2-115-0055-2-71100-520810-PBEN-0000-115	Dental Insurance	139		(139)	-
141-2-115-0055-2-71100-521010-PBEN-0000-115	Unemployment Compensation	7		(7)	-
141-2-115-0055-2-71100-521210-0000-0000-115	Medicare	493		(493)	-
141-2-115-0055-2-71100-529910-PBEN-0000-115	Long Term Disability	43		(43)	-
141-2-115-0055-2-71100-529930-PBEN-0000-115	Short Term Disability	46		(46)	-
	Total 71100 - Regular Instruction	43,505	-	(43,505)	-
141-5-115-0055-2-72130-5189G0-PBEN-0000-115	Behavior Management Specialist .77 FTE	-	32,147		32,147
141-5-115-0055-2-72130-520110-PBEN-0000-115	Social Security	-	1,993		1,993
141-5-115-0055-2-72130-520410-PBEN-0000-115	Retirement	-	2,456		2,456
141-5-115-0055-2-72130-520610-PBEN-0000-115	Life Insurance	-	31		31
141-5-115-0055-2-72130-520710-PBEN-0000-115	Health Insurance	-	10,277		10,277
141-5-115-0055-2-72130-520810-PBEN-0000-115	Dental Insurance	-	227		227
141-5-115-0055-2-72130-521010-PBEN-0000-115	Unemployment Compensation	-	11		11
141-5-115-0055-2-72130-521210-PBEN-0000-115	Medicare	-	467		467
141-5-115-0055-2-72130-529910-PBEN-0000-115	Long Term Disability	-	83		83
141-5-115-0055-2-72130-529930-PBEN-0000-115	Short Term Disability	-	90		90
	Total 72130 - Other Student Support	-	47,782	-	47,782
	Total School	43,505	47,782	(43,505)	47,782
Orchard Knob Middle					
141-2-115-0200-2-71100-5116H0-PBEN-0000-115	Teacher - Intervention 1 FTE	38,369	77		38,446
141-2-115-0200-2-71100-520110-PBEN-0000-115	Social Security	2,379	5		2,384
141-2-115-0200-2-71100-520410-PBEN-0000-115	Retirement	2,440	632		3,072
141-2-115-0200-2-71100-520610-PBEN-0000-115	Life Insurance	19	1		20
141-2-115-0200-2-71100-520710-PBEN-0000-115	Health Insurance	5,105	1,588		6,693
141-2-115-0200-2-71100-520810-PBEN-0000-115	Dental Insurance	157		(9)	148
141-2-115-0200-2-71100-521010-PBEN-0000-115	Unemployment Compensation	8		(1)	7
141-2-115-0200-2-71100-521210-PBEN-0000-115	Medicare	556	1		557
141-2-115-0200-2-71100-529910-PBEN-0000-115	Long Term Disability	48	5		53
141-2-115-0200-2-71100-529930-PBEN-0000-115	Short Term Disability	52	7		59
	Total 71100 - Regular Instruction	49,133	2,316	(10)	51,439
	Total School	49,133	2,316	(10)	51,439
Hardy Elementary					
141-2-115-0110-1-71100-516310-PBEN-0000-115	Educational Assistant 1 FTE	18,440	21,278		39,718
141-2-115-0110-1-71100-520110-PBEN-0000-115	Social Security	1,135	1,328		2,463
141-2-115-0110-1-71100-520410-PBEN-0000-115	Retirement	1,399	1,635		3,034
141-2-115-0110-1-71100-520610-PBEN-0000-115	Life Insurance	26	36		62
141-2-115-0110-1-71100-520710-PBEN-0000-115	Health Insurance	6,999	13,555		20,554
141-2-115-0110-1-71100-520810-PBEN-0000-115	Dental Insurance	215	239		454
141-2-115-0110-1-71100-521010-PBEN-0000-115	Unemployment Compensation	11	11		22
141-2-115-0110-1-71100-521210-PBEN-0000-115	Medicare	265	311		576
141-2-115-0110-1-71100-529910-PBEN-0000-115	Long Term Disability	37	129		166
141-2-115-0110-1-71100-529930-PBEN-0000-115	Short Term Disability	67	113		180
	Total 71100 - Regular Instruction	28,594	38,635	-	67,229
141-2-115-0110-1-72130-5189G0-PBEN-0000-115	Behavior Management Specialist 1 FTE	28,113	3,287		31,400
141-2-115-0110-1-72130-520110-PBEN-0000-115	Social Security	1,735	212		1,947
141-2-115-0110-1-72130-520410-PBEN-0000-115	Retirement	2,136	263		2,399
141-2-115-0110-1-72130-520610-PBEN-0000-115	Life Insurance	26	5		31
141-2-115-0110-1-72130-520710-PBEN-0000-115	Health Insurance	6,999	3,278		10,277
141-2-115-0110-1-72130-520810-PBEN-0000-115	Dental Insurance	215	12		227
141-2-115-0110-1-72130-521010-PBEN-0000-115	Unemployment Compensation	11			11
141-2-115-0110-1-72130-521210-PBEN-0000-115	Medicare	406	49		455
141-2-115-0110-1-72130-529910-PBEN-0000-115	Long Term Disability	37	46		83
141-2-115-0110-1-72130-529930-PBEN-0000-115	Short Term Disability	67	23		90
	Total 72130 - Other Student Support	39,745	7,175	-	46,920
	Total School	68,339	45,810	-	114,149

ACCOUNT CODE	DESCRIPTION	FY2026 BUDGET DOCUMENT	INCREASE	DECREASE	AMENDED BUDGET 8/21/2025
Orchard Knob Elementary					
141-2-115-0194-1-72210-517210-PBEN-0000-115	Instructional Coach 1 FTE	39,651	7,210		46,861
141-2-115-0194-1-72210-520110-PBEN-0000-115	Social Security	2,458	447		2,905
141-2-115-0194-1-72210-520410-PBEN-0000-115	Retirement	2,413	291		2,704
141-2-115-0194-1-72210-520610-PBEN-0000-115	Life Insurance	25	5		30
141-2-115-0194-1-72210-520710-PBEN-0000-115	Health Insurance	6,687	3,161		9,848
141-2-115-0194-1-72210-520810-PBEN-0000-115	Dental Insurance	206	11		217
141-2-115-0194-1-72210-521010-PBEN-0000-115	Unemployment Compensation	11		(1)	10
141-2-115-0194-1-72210-521210-PBEN-0000-115	Medicare	575	104		679
141-2-115-0194-1-72210-529910-PBEN-0000-115	Long Term Disability	63	16		79
141-2-115-0194-1-72210-529930-PBEN-0000-115	Short Term Disability	68	18		86
	Total 72210 - Instructional Support	52,157	11,263	(1)	63,419
	Total School	52,157	11,263	(1)	63,419
	Total MidTown Learning Community	677,474	138,093	(144,009)	671,558
Chattanooga Charter School of Excellence Middle					
141-2-115-8010-8-71100-559990-0000-0000-115	Other Charges and Expenses	34,774	11,953		46,727
	Total 71100 - Regular Instruction	34,774	11,953	-	46,727
141-2-115-8010-8-72210-559990-0000-0000-115	Other Charges and Expenses	70,000		(12,868)	57,132
	Total 72210 - Instructional Support	70,000	-	(12,868)	57,132
141-2-115-8010-8-99100-550410-0000-0000-115	Indirect Cost (3.06%)	2,263	915		3,178
	Total 99100 - Indirect Cost	2,263	915	-	3,178
	Total School	107,037	12,868	(12,868)	107,037
	TOTAL BUDGET	799,145	156,877	(156,877)	799,145

**HAMILTON COUNTY DEPT OF EDUCATION
 FEDERAL PROGRAMS
 ATSI 24 GRANT
 BUDGET FISCAL YEAR 2025-2026**

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2026 BUDGET			AMENDED BUDGET
		DOCUMENT	INCREASE	DECREASE	8/21/2025
141-2-122-0000-0-00000-471410-0000-0000-122	FY25 Carryover	100,000	48,042	-	148,042
	Total Source of Funds	100,000	48,042	-	148,042

USE OF FUNDS SUMMARY

71100	Regular Instruction	25,550	97,938	(22,001)	101,487
72130	Other Student Support	42,031	600	(21,528)	21,103
72210	Instructional Support	30,305	3,045	(10,255)	23,095
99100	Indirect Cost	2,114	243	-	2,357
	Total Use of Funds	100,000	101,826	(53,784)	148,042

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	FY2026 BUDGET			AMENDED BUDGET
		DOCUMENT	INCREASE	DECREASE	8/21/2025
<u>Red Bank Middle School</u>					
141-2-122-0180-2-71100-5116H0-PBEN-0000-122	Intervention Teacher .3 FTE	-	15,000		15,000
141-2-122-0180-2-71100-514090-0000-0000-122	Teacher Supplemental Pay	21,900		(21,900)	-
141-2-122-0180-2-71100-516350-PBEN-0000-122	Educational Assistant - Behavior .3 FTE	-	8,230		8,230
141-2-122-0180-2-71100-518810-0000-0000-122	Bonus	-	600		600
141-2-122-0180-2-71100-520110-0000-0000-122	Social Security	1,358	119		1,477
141-2-122-0180-2-71100-520410-0000-0000-122	Retirement	1,974		(101)	1,873
141-2-122-0180-2-71100-520610-0000-0000-122	Life Insurance	-	24		24
141-2-122-0180-2-71100-520710-0000-0000-122	Health Insurance	-	7,992		7,992
141-2-122-0180-2-71100-520810-0000-0000-122	Dental Insurance	-	176		176
141-2-122-0180-2-71100-521010-0000-0000-122	Unemployment Compensation	-	8		8
141-2-122-0180-2-71100-521210-0000-0000-122	Medicare	318	28		346
141-2-122-0180-2-71100-529910-0000-0000-122	Long Term Disability	-	64		64
141-2-122-0180-2-71100-529930-0000-0000-122	Short Term Disability	-	70		70
	Total 71100 - Regular Instruction	25,550	32,311	(22,001)	35,860
141-2-122-0180-2-72130-518810-0000-0000-122	Bonus	-	600		600
141-2-122-0180-2-72130-5189B0-PBEN-0000-122	Truancy Specialist .3 FTE	14,800		(711)	14,089
141-2-122-0180-2-72130-5189G0-PBEN-0000-122	Behavior Management Specialist .3 FTE	14,450		(14,450)	-
141-2-122-0180-2-72130-520110-0000-0000-122	Social Security	1,814		(700)	1,114
141-2-122-0180-2-72130-520410-0000-0000-122	Retirement	3,585		(2,665)	920
141-2-122-0180-2-72130-520610-0000-0000-122	Life Insurance	30		(18)	12
141-2-122-0180-2-72130-520710-0000-0000-122	Health Insurance	6,600		(2,604)	3,996
141-2-122-0180-2-72130-520810-0000-0000-122	Dental Insurance	210		(122)	88
141-2-122-0180-2-72130-521010-0000-0000-122	Unemployment Compensation	12		(8)	4
141-2-122-0180-2-72130-521210-0000-0000-122	Medicare	425		(212)	213
141-2-122-0180-2-72130-529910-0000-0000-122	Long Term Disability	40		(8)	32
141-2-122-0180-2-72130-529930-0000-0000-122	Short Term Disability	65		(30)	35
	Total 72130 - Other Student Support	42,031	600	(21,528)	21,103
141-2-122-0180-2-72210-539980-0000-0000-122	Contracted Services - Substitutes	-	3,045		3,045
141-2-122-0180-2-72210-552410-0000-0000-122	Staff Development	30,305		(10,255)	20,050
	Total 72210 - Instruction Support	30,305	3,045	(10,255)	23,095
141-2-122-0180-2-99100-550410-0000-0000-122	Indirect Cost (3.06%)	2,114	243		2,357
	Total 99100 - Indirect Cost	2,114	243	-	2,357
	Total Red Bank Middle School	100,000	36,199	(53,784)	82,415
<u>Tyner Academy</u>					
141-2-122-0238-4-71100-559990-0000-0000-122	Other Charges	-	65,627		65,627
	Total 71100 - Regular Instruction	-	65,627	-	65,627
	Total Tyner Academy	-	65,627	-	65,627
	TOTAL BUDGET	100,000	101,826	(53,784)	148,042

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
 FEDERAL PROGRAMS
 BJA FY21 STOP SCHOOL VIOLENCE PROGRAM
 BUDGET FISCAL YEAR 2025-2026**

FY25 carryover is \$154,483.91

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2026 BUDGET 8/21/2025
141-2-140-0000-0-00000-479900-0000-0000-140	Revenue	154,484
	Total Source of Funds	154,484

USE OF FUNDS SUMMARY

72210	Instructional Support	149,984
99100	Indirect Cost	4,500
	Total Use of Funds	154,484

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	FY2026 BUDGET 8/21/2025
141-2-140-0000-0-72210-549990-0000-0000-140	Other Supplies & Materials	34,200
141-2-140-0000-0-72210-552410-0000-0000-140	In-Service/Staff Development	115,784
	Total 72210 - Instructional Support	149,984
141-2-140-0000-0-99100-550410-0000-0000-140	Indirect Cost (3.06%)	4,500
	Total 99100 - Indirect Cost	4,500
	TOTAL BUDGET	154,484

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
STATE PROGRAMS
INNOVATIVE SCHOOL MODELS
BUDGET FISCAL YEAR 2025-2026**
FY25 estimated carryover is \$10,575,000

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET			
		7/17/2025	INCREASE	DECREASE	AMENDED BUDGET 8/21/2025
141-1-222-0000-0-00000-467900-0000-0000-222	Revenue	10,575,000			10,575,000
	Total Source of Funds	10,575,000	-	-	10,575,000

USE OF FUNDS SUMMARY

71100	Regular Instruction	1,548,021	42,717	(7,717)	1,583,021
71300	Vocational Education Instruction	6,417,903	168,033	(196,989)	6,388,947
72130	Other Student Support	226,296	96,325	-	322,621
72210	Regular Instruction Support	57,500	-	-	57,500
72230	Vocational Instruction Staff Support	508,529	-	(53,000)	455,529
72510	Fiscal Services	67,203	-	-	67,203
72710	Transportation	316,000	-	(8,000)	308,000
76100	Regular Capital Outlay	1,433,548	19,109	(60,478)	1,392,179
	Total Use of Funds	10,575,000	326,184	(326,184)	10,575,000

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET			
		7/17/2025	INCREASE	DECREASE	AMENDED BUDGET 8/21/2025
District					
141-1-222-0000-0-72510-511930-PBEN-0000-222	Bookkeeper (1 FTE)	48,066			48,066
141-1-222-0000-0-72510-520110-PBEN-0000-222	Social Security	2,937			2,937
141-1-222-0000-0-72510-520410-PBEN-0000-222	State Retirement	3,687			3,687
141-1-222-0000-0-72510-520610-PBEN-0000-222	Life Insurance	40			40
141-1-222-0000-0-72510-520710-PBEN-0000-222	Health Insurance	10,634			10,634
141-1-222-0000-0-72510-520810-PBEN-0000-222	Dental Insurance	325			325
141-1-222-0000-0-72510-521010-PBEN-0000-222	Unemployment Compensation	14			14
141-1-222-0000-0-72510-521210-PBEN-0000-222	Medicare	688			688
141-1-222-0000-0-72510-521710-PBEN-0000-222	State Retirement Hybrid	639			639
141-1-222-0000-0-72510-529910-PBEN-0000-222	Long Term Disability	64			64
141-1-222-0000-0-72510-529930-PBEN-0000-222	Short Term Disability	109			109
	Total 72510 - Fiscal Services	67,203	-	-	67,203
	Total - District	67,203	-	-	67,203
Brainerd High School					
141-1-222-0021-3-71300-535610-0000-0000-222	Tuition	5,000			5,000
141-1-222-0021-3-71300-542910-0000-0000-222	Instructional Supplies	10,000			10,000
141-1-222-0021-3-71300-542910-0000-2222-222	Instructional Supplies - Consumables	5,000			5,000
141-1-222-0021-3-71300-547110-0000-0000-222	Software	30,500			30,500
141-1-222-0021-3-71300-549990-0000-0000-222	Other Supplies & Materials	20,000			20,000
141-1-222-0021-3-71300-559990-0000-0000-222	Other Charges	10,000			10,000
141-1-222-0021-3-71300-573010-0000-0000-222	Equipment Vocational	85,663			85,663
	Total 71300 - Vocational Education Instruction	166,163	-	-	166,163
141-1-222-0021-3-72130-5189F0-PBEN-0000-222	College & Career Advisor (.5 FTE)	29,074			29,074
141-1-222-0021-3-72130-520110-PBEN-0000-222	Social Security	1,803			1,803
141-1-222-0021-3-72130-520410-PBEN-0000-222	State Retirement	3,692			3,692
141-1-222-0021-3-72130-520610-PBEN-0000-222	Life Insurance	20			20
141-1-222-0021-3-72130-520710-PBEN-0000-222	Health Insurance	6,660			6,660
141-1-222-0021-3-72130-520810-PBEN-0000-222	Dental Insurance	147			147
141-1-222-0021-3-72130-521010-PBEN-0000-222	Unemployment Compensation	7			7
141-1-222-0021-3-72130-521210-PBEN-0000-222	Medicare	422			422
141-1-222-0021-3-72130-529910-PBEN-0000-222	Long Term Disability	54			54
141-1-222-0021-3-72130-529930-PBEN-0000-222	Short Term Disability	58			58
	Total 72130 - Other Student Support	41,937	-	-	41,937
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	4,000			4,000
141-1-222-0021-3-72230-552410-0000-0000-222	In-Service/Staff Development	5,500			5,500
	Total 72230 - Vocational Instruction Staff Support	15,900	-	-	15,900
141-1-222-0021-3-72710-531410-0000-0000-222	Contracts w/ Public Carriers	15,000			15,000
	Total 72710 - Contracts w/ Public Carriers	15,000	-	-	15,000
141-1-222-0021-3-76100-570710-0000-0000-222	Building Improvements	1,000			1,000
	Total 76100 - Regular Capital Outlay	1,000	-	-	1,000
	Total - Brainerd High School	240,000	-	-	240,000

ACCOUNT CODE	DESCRIPTION	AMENDED			AMENDED
		BUDGET	INCREASE	DECREASE	BUDGET
		7/17/2025			8/21/2025
Brown Middle School					
141-1-222-0035-2-71100-572210-0000-0000-222	Regular Instruction Equipment	5,000			5,000
	Total 71100 - Regular Instruction	5,000	-	-	5,000
141-1-222-0035-2-71300-547110-0000-0000-222	Software	3,000			3,000
141-1-222-0035-2-71300-559990-0000-0000-222	Other Charges	5,000			5,000
141-1-222-0035-2-71300-573010-0000-0000-222	Equipment Vocational	3,000			3,000
	Total 71300 - Vocational Education Instruction	11,000	-	-	11,000
141-1-222-0035-2-72230-549990-0000-0000-222	Other Supplies & Materials	3,000			3,000
	Total 72230 - Vocational Instruction Staff Support	3,000	-	-	3,000
141-1-222-0035-2-72710-531410-0000-0000-222	Contracts w/ Public Carriers	15,000			15,000
	Total 72710 - Contracts w/ Public Carriers	15,000	-	-	15,000
141-1-222-0035-2-76100-539990-0000-0000-222	Other Contracted Services	1,000			1,000
141-1-222-0035-2-76100-570710-0000-0000-222	Building Improvements	5,000			5,000
	Total 76100 - Regular Capital Outlay	6,000	-	-	6,000
	Total - Brown Middle School	40,000	-	-	40,000
Central High School					
141-1-222-0040-3-71300-514090-0000-0000-222	Stipends - Other	9,738			9,738
141-1-222-0040-3-71300-520110-0000-0000-222	Social Security	604			604
141-1-222-0040-3-71300-520410-0000-0000-222	State Retirement	647			647
141-1-222-0040-3-71300-521210-0000-0000-222	Medicare	141			141
141-1-222-0040-3-71300-521710-0000-0000-222	State Retirement Hybrid	208			208
141-1-222-0040-3-71300-535610-0000-0000-222	Tuition	5,000			5,000
141-1-222-0040-3-71300-542910-0000-0000-222	Instructional Supplies & Materials	5,000			5,000
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	5,500			5,500
141-1-222-0040-3-71300-549990-0000-0000-222	Other Supplies & Materials	16,500			16,500
141-1-222-0040-3-71300-559990-0000-0000-222	Other Charges	15,000			15,000
141-1-222-0040-3-71300-573010-0000-0000-222	Equipment Vocational	126,662			126,662
	Total 71300 - Vocational Education Instruction	195,000	-	-	195,000
141-1-222-0040-3-72230-519610-0000-0000-222	Stipends	4,239			4,239
141-1-222-0040-3-72230-520110-0000-0000-222	Social Security	263			263
141-1-222-0040-3-72230-520410-0000-0000-222	State Retirement	352			352
141-1-222-0040-3-72230-521210-0000-0000-222	Medicare	61			61
141-1-222-0040-3-72230-521710-0000-0000-222	State Retirement Hybrid	85			85
141-1-222-0040-3-72230-552410-0000-0000-222	In-Service/Staff Development	10,000			10,000
	Total 72230 - Vocational Instruction Staff Support	15,000	-	-	15,000
141-1-222-0040-3-72710-531410-0000-0000-222	Contracts w/ Public Carriers	50,000			50,000
	Total 72710 - Contracts w/ Public Carriers	50,000	-	-	50,000
141-1-222-0040-3-76100-539990-0000-0000-222	Other Contracted Services	25,000			25,000
141-1-222-0040-3-76100-570710-0000-0000-222	Building Improvements	300,000			300,000
	Total 76100 - Regular Capital Outlay	325,000	-	-	325,000
	Total - Central High School	585,000	-	-	585,000
Normal Park Museum Magnet School					
141-1-222-0041-4-71300-5116E0-PBEN-0000-222	CTE Teacher (1 FTE)	65,951			65,951
141-1-222-0041-4-71300-520110-PBEN-0000-222	Social Security	4,089			4,089
141-1-222-0041-4-71300-520410-PBEN-0000-222	State Retirement	5,276			5,276
141-1-222-0041-4-71300-520610-PBEN-0000-222	Life Insurance	40			40
141-1-222-0041-4-71300-520710-PBEN-0000-222	Health Insurance	13,320			13,320
141-1-222-0041-4-71300-520810-PBEN-0000-222	Dental Insurance	294			294
141-1-222-0041-4-71300-521010-PBEN-0000-222	Unemployment Compensation	14			14
141-1-222-0041-4-71300-521210-PBEN-0000-222	Medicare	956			956
141-1-222-0041-4-71300-521710-PBEN-0000-222	State Retirement Hybrid	656			656
141-1-222-0041-4-71300-529910-PBEN-0000-222	Long Term Disability	107			107
141-1-222-0041-4-71300-529930-PBEN-0000-222	Short Term Disability	116			116
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	5,000			5,000
141-1-222-0041-4-71300-549990-0000-0000-222	Other Supplies & Materials	1,000			1,000
141-1-222-0041-4-71300-559990-0000-0000-222	Other Charges	5,000			5,000
141-1-222-0041-4-71300-573010-0000-0000-222	Equipment Vocational	17,181			17,181
	Total 71300 - Vocational Education Instruction	120,000	-	-	120,000
141-1-222-0041-4-72230-552410-0000-0000-222	In-Service/Staff Development	5,000			5,000
	Total 72230 - Vocational Instruction Staff Support	5,000	-	-	5,000
141-1-222-0041-4-72710-531410-0000-0000-222	Contracts w/ Public Carriers	5,000			5,000
	Total 72710 - Contracts w/ Public Carriers	5,000	-	-	5,000
141-1-222-0041-4-76100-570710-0000-0000-222	Building Improvements	10,000			10,000
	Total 76100 - Regular Capital Outlay	10,000	-	-	10,000
	Total - Normal Park Museum Magnet School	140,000	-	-	140,000

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/17/2025	INCREASE	DECREASE	AMENDED BUDGET 8/21/2025
Center for Creative Arts					
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
141-1-222-0045-4-71100-520410-0000-0000-222	State Retirement	248			248
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
	Total 71100 - Regular Instruction	15,000	-	-	15,000
141-1-222-0045-4-71300-5116E0-PBEN-0000-222	CTE Teacher (1.0 FTE)	64,684		(64,684)	-
141-1-222-0045-4-71300-5116E0-PWOB-0000-222	CTE Teacher (1 PTNB)	18,110	8,728		26,838
141-1-222-0045-4-71300-520110-PBEN-0000-222	Social Security	4,010		(4,010)	-
141-1-222-0045-4-71300-520110-PWOB-0000-222	Social Security	1,123	541		1,664
141-1-222-0045-4-71300-520410-PBEN-0000-222	State Retirement	5,175		(5,175)	-
141-1-222-0045-4-71300-520610-PBEN-0000-222	Life Insurance	40		(40)	-
141-1-222-0045-4-71300-520710-PBEN-0000-222	Health Insurance	13,320		(13,320)	-
141-1-222-0045-4-71300-520810-PBEN-0000-222	Dental Insurance	294		(294)	-
141-1-222-0045-4-71300-521010-PBEN-0000-222	Unemployment Compensation	14		(14)	-
141-1-222-0045-4-71300-521210-PBEN-0000-222	Medicare	938		(938)	-
141-1-222-0045-4-71300-521210-PWOB-0000-222	Medicare	263	126		389
141-1-222-0045-4-71300-521710-PBEN-0000-222	State Retirement Hybrid	647		(647)	-
141-1-222-0045-4-71300-529910-PBEN-0000-222	Long Term Disability	107		(107)	-
141-1-222-0045-4-71300-529930-PBEN-0000-222	Short Term Disability	116		(116)	-
141-1-222-0045-4-71300-539990-0000-0000-222	Other Contracted Services	80,000	20,000		100,000
141-1-222-0045-4-71300-542910-0000-0000-222	Instructional Supplies & Materials	1,000			1,000
141-1-222-0045-4-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	5,000			5,000
141-1-222-0045-4-71300-547110-0000-0000-222	Software	1,400			1,400
141-1-222-0045-4-71300-559990-0000-0000-222	Other Charges	10,000	20,000		30,000
141-1-222-0045-4-71300-573010-0000-0000-222	Vocational Instruction Equipment	54,159	20,841		75,000
	Total 71300 - Vocational Education Instruction	260,400	70,236	(89,345)	241,291
141-1-222-0045-4-72230-519610-0000-0000-222	Stipends	23,789			23,789
141-1-222-0045-4-72230-520110-0000-0000-222	Social Security	1,472			1,472
141-1-222-0045-4-72230-520410-0000-0000-222	State Retirement	1,971			1,971
141-1-222-0045-4-72230-521210-0000-0000-222	Medicare	461			461
141-1-222-0045-4-72230-521710-0000-0000-222	State Retirement Hybrid	307			307
141-1-222-0045-4-72230-552410-0000-0000-222	In-Service/Staff Development	1,600			1,600
	Total 72230 - Vocational Instruction Staff Support	29,600	-	-	29,600
141-1-222-0045-4-72710-531410-0000-0000-222	Contracts w/ Public Carriers	10,000			10,000
	Total 72710 - Contracts w/ Public Carriers	10,000	-	-	10,000
141-1-222-0045-4-76100-570710-0000-0000-222	Building Improvements	10,000	19,109		29,109
	Total 76100 - Regular Capital Outlay	10,000	19,109	-	29,109
	Total - Center for Creative Arts	325,000	89,345	(89,345)	325,000
Chattanooga School for Arts & Sciences					
141-1-222-0046-4-71100-511610-PBEN-0000-222	World Language Teacher (.5 FTE)	36,567			36,567
141-1-222-0046-4-71100-520110-PBEN-0000-222	Social Security	2,267			2,267
141-1-222-0046-4-71100-520410-PBEN-0000-222	State Retirement	2,925			2,925
141-1-222-0046-4-71100-520610-PBEN-0000-222	Life Insurance	20			20
141-1-222-0046-4-71100-520710-PBEN-0000-222	Health Insurance	6,660			6,660
141-1-222-0046-4-71100-520810-PBEN-0000-222	Dental Insurance	147			147
141-1-222-0046-4-71100-521010-PBEN-0000-222	Unemployment Compensation	7			7
141-1-222-0046-4-71100-521210-PBEN-0000-222	Medicare	530			530
141-1-222-0046-4-71100-529910-PBEN-0000-222	Long Term Disability	54			54
141-1-222-0046-4-71100-529930-PBEN-0000-222	Short Term Disability	58			58
	Total 71100 - Regular Instruction	49,235	-	-	49,235
141-1-222-0046-4-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	25,000			25,000
141-1-222-0046-4-71300-573010-0000-0000-222	Equipment Vocational	108,265			108,265
	Total 71300 - Vocational Education Instruction	133,265	-	-	133,265
141-1-222-0046-4-72230-552410-0000-0000-222	In-Service/Staff Development	12,500			12,500
	Total 72230 - Vocational Instruction Staff Support	12,500	-	-	12,500
141-1-222-0046-4-76100-539990-0000-0000-222	Other Contracted Services	10,000			10,000
141-1-222-0046-4-76100-570710-0000-0000-222	Building Improvements	50,000			50,000
	Total 76100 - Regular Capital Outlay	60,000	-	-	60,000
	Total - Chattanooga School for Arts & Sciences	255,000	-	-	255,000
Dalewood Middle School					
141-1-222-0055-2-71100-572210-0000-0000-222	Regular Instruction Equipment	125,517			125,517
	Total 71100 - Regular Instruction	125,517	-	-	125,517

ACCOUNT CODE	DESCRIPTION	AMENDED	INCREASE	DECREASE	AMENDED
		BUDGET			BUDGET
		7/17/2025			8/21/2025
141-1-222-0055-2-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	15,000			15,000
141-1-222-0055-2-71300-549990-0000-0000-222	Other Supplies & Materials	15,483			15,483
141-1-222-0055-2-71300-547110-0000-0000-222	Software	8,000			8,000
141-1-222-0055-2-71300-559990-0000-0000-222	Other Charges	5,000			5,000
	Total 71300 - Vocational Education Instruction	43,483	-	-	43,483
141-1-222-0055-2-72230-533610-0000-0000-222	Maintenance & Repairs - Equipment	15,000			15,000
141-1-222-0055-2-72230-539990-0000-0000-222	Other Contracted Services	5,000			5,000
	Total 72230 - Vocational Instruction Staff Support	20,000	-	-	20,000
141-1-222-0055-2-72710-531410-0000-0000-222	Contracts w/ Public Carriers	12,000			12,000
	Total 72710 - Contracts w/ Public Carriers	12,000	-	-	12,000
141-1-222-0055-2-76100-539990-0000-0000-222	Other Contracted Services	4,000			4,000
141-1-222-0055-2-76100-570710-0000-0000-222	Building Improvements	140,000			140,000
	Total 76100 - Regular Capital Outlay	144,000	-	-	144,000
	Total - Dalewood Middle School	345,000	-	-	345,000
East Hamilton High School					
141-1-222-0059-3-71100-542910-0000-0000-222	Instructional Supplies & Materials	20,800			20,800
141-1-222-0059-3-71100-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	10,000			10,000
	Total 71100 - Regular Instruction	30,800	-	-	30,800
141-1-222-0059-3-71300-549990-0000-0000-222	Other Supplies & Materials	1,000			1,000
141-1-222-0059-3-71300-573010-0000-0000-222	Equipment Vocational	398,200			398,200
	Total 71300 - Vocational Education Instruction	399,200	-	-	399,200
141-1-222-0059-3-72230-552410-0000-0000-222	In-Service/Staff Development	20,000			20,000
	Total 72230 - Vocational Instruction Staff Support	20,000	-	-	20,000
141-1-222-0059-3-76100-570710-0000-0000-222	Building Improvements	50,000			50,000
	Total 76100 - Regular Capital Outlay	50,000	-	-	50,000
	Total - East Hamilton High School	500,000	-	-	500,000
East Hamilton Middle School					
141-1-222-0060-2-71100-547110-0000-0000-222	Software	1,000			1,000
141-1-222-0060-2-71100-572210-0000-0000-222	Regular Instruction Equipment	50,000			50,000
	Total 71100 - Regular Instruction	51,000	-	-	51,000
141-1-222-0060-2-71300-511610-PBEN-0000-222	CTE Teacher (.5 FTE)	37,939			37,939
141-1-222-0060-2-71300-520110-PBEN-0000-222	Social Security	2,352			2,352
141-1-222-0060-2-71300-520410-PBEN-0000-222	State Retirement	3,035			3,035
141-1-222-0060-2-71300-520610-PBEN-0000-222	Life Insurance	20			20
141-1-222-0060-2-71300-520710-PBEN-0000-222	Health Insurance	6,660			6,660
141-1-222-0060-2-71300-520810-PBEN-0000-222	Dental Insurance	147			147
141-1-222-0060-2-71300-521010-PBEN-0000-222	Unemployment Compensation	7			7
141-1-222-0060-2-71300-521210-PBEN-0000-222	Medicare	550			550
141-1-222-0060-2-71300-529910-PBEN-0000-222	Long Term Disability	54			54
141-1-222-0060-2-71300-529930-PBEN-0000-222	Short Term Disability	58			58
141-1-222-0060-2-71300-542910-0000-0000-222	Instructional Supplies & Materials	10,000			10,000
141-1-222-0060-2-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	5,000			5,000
141-1-222-0060-2-71300-559990-0000-0000-222	Other Charges	5,000			5,000
141-1-222-0060-2-71300-573010-0000-0000-222	Equipment Vocational	120,878			120,878
	Total 71300 - Vocational Education Instruction	191,700	-	-	191,700
141-1-222-0060-2-72230-519610-0000-0000-222	Stipends	18,907			18,907
141-1-222-0060-2-72230-520110-0000-0000-222	Social Security	1,172			1,172
141-1-222-0060-2-72230-520410-0000-0000-222	State Retirement	1,569			1,569
141-1-222-0060-2-72230-521210-0000-0000-222	Medicare	274			274
141-1-222-0060-2-72230-521710-0000-0000-222	State Retirement Hybrid	378			378
141-1-222-0060-2-72230-539990-0000-0000-222	Other Contracted Services	10,000			10,000
	Total 72230 - Vocational Instruction Staff Support	32,300	-	-	32,300
141-1-222-0060-2-72710-531410-0000-0000-222	Contracts w/ Public Carriers	10,000			10,000
	Total 72710 - Contracts w/ Public Carriers	10,000	-	-	10,000
141-1-222-0060-2-76100-570710-0000-0000-222	Building Improvements	50,000			50,000
	Total 76100 - Regular Capital Outlay	50,000	-	-	50,000
	Total - East Hamilton Middle School	335,000	-	-	335,000

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/17/2025	INCREASE	DECREASE	AMENDED BUDGET 8/21/2025
East Lake Academy					
141-1-222-0064-2-71300-514090-0000-0000-222	Stipends	8,477			8,477
141-1-222-0064-2-71300-520110-0000-0000-222	Social Security	526			526
141-1-222-0064-2-71300-520410-0000-0000-222	State Retirement	704			704
141-1-222-0064-2-71300-521210-0000-0000-222	Medicare	123			123
141-1-222-0064-2-71300-521710-0000-0000-222	State Retirement Hybrid	170			170
141-1-222-0064-2-71300-539990-0000-0000-222	Other Contracted Services	2,635			2,635
141-1-222-0064-2-71300-542910-0000-0000-222	Instructional Supplies & Materials	5,000			5,000
141-1-222-0064-2-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	10,000			10,000
141-1-222-0064-2-71300-559990-0000-0000-222	Other Charges	10,000			10,000
141-1-222-0064-2-71300-573010-0000-0000-222	Equipment Vocational	127,365			127,365
	Total 71300 - Vocational Education Instruction	165,000	-	-	165,000
141-1-222-0064-2-72230-519610-0000-0000-222	Stipends	4,239			4,239
141-1-222-0064-2-72230-520110-0000-0000-222	Social Security	263			263
141-1-222-0064-2-72230-520410-0000-0000-222	State Retirement	352			352
141-1-222-0064-2-72230-521210-0000-0000-222	Medicare	85			85
141-1-222-0064-2-72230-521710-0000-0000-222	State Retirement Hybrid	61			61
	Total 72230 - Vocational Instruction Staff Support	5,000	-	-	5,000
141-1-222-0064-2-72710-531410-0000-0000-222	Contracts w/ Public Carriers	5,000			5,000
	Total 72710 - Contracts w/ Public Carriers	5,000	-	-	5,000
141-1-222-0064-2-76100-570710-0000-0000-222	Building Improvements	30,000			30,000
	Total 76100 - Regular Capital Outlay	30,000	-	-	30,000
	Total - East Lake Academy	205,000	-	-	205,000
East Ridge High School					
141-1-222-0070-3-71100-572210-0000-0000-222	Regular Instruction Equipment	6,137			6,137
	Total 71100 - Regular Instruction	6,137	-	-	6,137
141-1-222-0070-3-71300-5116E0-PBEN-0000-222	CTE Teacher (.75 FTE)	47,563			47,563
141-1-222-0070-3-71300-5189J0-PBEN-0000-222	FRI School-Based Lead (1 FTE)	65,528			65,528
141-1-222-0070-3-71300-520110-PBEN-0000-222	Social Security	7,012			7,012
141-1-222-0070-3-71300-520410-PBEN-0000-222	State Retirement	9,047			9,047
141-1-222-0070-3-71300-520610-PBEN-0000-222	Life Insurance	70			70
141-1-222-0070-3-71300-520710-PBEN-0000-222	Health Insurance	23,310			23,310
141-1-222-0070-3-71300-520810-PBEN-0000-222	Dental Insurance	515			515
141-1-222-0070-3-71300-521010-PBEN-0000-222	Unemployment Compensation	25			25
141-1-222-0070-3-71300-521210-PBEN-0000-222	Medicare	1,640			1,640
141-1-222-0070-3-71300-521710-PBEN-0000-222	State Retirement Hybrid	655			655
141-1-222-0070-3-71300-529910-PBEN-0000-222	Long Term Disability	187			187
141-1-222-0070-3-71300-529930-PBEN-0000-222	Short Term Disability	203			203
141-1-222-0070-3-71300-542910-0000-0000-222	Instructional Supplies & Materials	22,072		(8,810)	13,262
141-1-222-0070-3-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	11,000		(10,000)	1,000
141-1-222-0070-3-71300-547110-0000-0000-222	Software	1,000		(900)	100
141-1-222-0070-3-71300-549990-0000-0000-222	Other Supplies & Materials	5,000		(4,000)	1,000
141-1-222-0070-3-71300-559990-0000-0000-222	Other Charges	5,000		(4,000)	1,000
141-1-222-0070-3-71300-573010-0000-0000-222	Equipment Vocational	8,662		(7,662)	1,000
	Total 71300 - Vocational Education Instruction	208,489	-	(35,372)	173,117
141-1-222-0070-3-72130-5189F0-PBEN-0000-222	College & Career Advisor (1 FTE)	29,773	29,772		59,545
141-1-222-0070-3-72130-520110-PBEN-0000-222	Social Security	1,846	1,846		3,692
141-1-222-0070-3-72130-520410-PBEN-0000-222	State Retirement	3,781	3,781		7,562
141-1-222-0070-3-72130-520610-PBEN-0000-222	Life Insurance	20	20		40
141-1-222-0070-3-72130-520710-PBEN-0000-222	Health Insurance	6,660	6,660		13,320
141-1-222-0070-3-72130-520810-PBEN-0000-222	Dental Insurance	147	147		294
141-1-222-0070-3-72130-521010-PBEN-0000-222	Unemployment Compensation	7	7		14
141-1-222-0070-3-72130-521210-PBEN-0000-222	Medicare	432	432		864
141-1-222-0070-3-72130-521710-PBEN-0000-222	State Retirement	596	596		1,192
141-1-222-0070-3-72130-529910-PBEN-0000-222	Long Term Disability	54	53		107
141-1-222-0070-3-72130-529930-PBEN-0000-222	Short Term Disability	58	58		116
	Total 72130 - Other Student Support	43,374	43,372	-	86,746
141-1-222-0070-3-72230-552410-0000-0000-222	In-Service/Staff Development	10,000		(8,000)	2,000
	Total 72230 - Vocational Instruction Staff Support	10,000	-	(8,000)	2,000
141-1-222-0070-3-72710-531410-0000-0000-222	Contracts w/ Public Carriers	2,000			2,000
	Total 72710 - Contracts w/ Public Carriers	2,000	-	-	2,000
	Total - East Ridge High School	270,000	43,372	(43,372)	270,000

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET 7/17/2025	INCREASE	DECREASE	AMENDED BUDGET 8/21/2025
East Ridge Middle School					
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
141-1-222-0075-2-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	5,000			5,000
141-1-222-0075-2-71300-547110-0000-0000-222	Software	2,500			2,500
141-1-222-0075-2-71300-549990-0000-0000-222	Other Supplies & Materials	4,500			4,500
141-1-222-0075-2-71300-559990-0000-0000-222	Other Charges	10,000			10,000
141-1-222-0075-2-71300-573010-0000-0000-222	Equipment Vocational	110,000			110,000
	Total 71300 - Vocational Education Instruction	136,000	-	-	136,000
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
	Total 72230 - Vocational Instruction Staff Support	3,500	-	-	3,500
141-1-222-0075-2-72710-531410-0000-0000-222	Contracts w/ Public Carriers	5,500			5,500
	Total 72710 - Contracts w/ Public Carriers	5,500	-	-	5,500
141-1-222-0075-2-76100-570710-0000-0000-222	Building Improvements	25,000			25,000
	Total 76100 - Regular Capital Outlay	25,000	-	-	25,000
	Total - East Ridge Middle School	170,000	-	-	170,000
Hamilton County Collegiate High					
141-1-222-0086-3-71100-535610-0000-0000-222	Tuition	110,000			110,000
141-1-222-0086-3-71100-542910-0000-0000-222	Instructional Supplies & Materials	20,000			20,000
141-1-222-0086-3-71100-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	20,000			20,000
141-1-222-0086-3-71100-547110-0000-0000-222	Software	1,000			1,000
141-1-222-0086-3-71100-572210-0000-0000-222	Regular Instruction Equipment	147,000			147,000
	Total 71100 - Regular Instruction	298,000	-	-	298,000
141-1-222-0086-3-71300-559990-0000-0000-222	Other Charges	5,000			5,000
	Total 71300 - Vocational Education Instruction	5,000	-	-	5,000
141-1-222-0086-3-72230-539990-0000-0000-222	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
	Total 72230 - Vocational Instruction Staff Support	70,000	-	-	70,000
141-1-222-0086-3-72710-531410-0000-0000-222	Contracts w/ Public Carriers	2,000			2,000
	Total 72710 - Contracts w/ Public Carriers	2,000	-	-	2,000
	Total - Hamilton County Collegiate High	375,000	-	-	375,000
Howard Connect Academy					
141-1-222-0098-2-71100-5116E0-PBEN-0000-222	Teacher (4 FTE)	249,023			249,023
141-1-222-0098-2-71100-520110-PBEN-0000-222	Social Security	15,439			15,439
141-1-222-0098-2-71100-520410-PBEN-0000-222	State Retirement	19,922			19,922
141-1-222-0098-2-71100-520610-PBEN-0000-222	Life Insurance	160			160
141-1-222-0098-2-71100-520710-PBEN-0000-222	Health Insurance	53,280			53,280
141-1-222-0098-2-71100-520810-PBEN-0000-222	Dental Insurance	1,176			1,176
141-1-222-0098-2-71100-521010-PBEN-0000-222	Unemployment Compensation	56			56
141-1-222-0098-2-71100-521210-PBEN-0000-222	Medicare	3,611			3,611
141-1-222-0098-2-71100-521710-PBEN-0000-222	State Retirement Hybrid	2,490			2,490
141-1-222-0098-2-71100-529910-PBEN-0000-222	Long Term Disability	428			428
141-1-222-0098-2-71100-529930-PBEN-0000-222	Short Term Disability	464			464
	Total 71100 - Regular Instruction	346,049	-	-	346,049
141-1-222-0098-2-71300-542910-0000-0000-222	Instructional Supplies & Materials	1,000			1,000
141-1-222-0098-2-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	2,000			2,000
141-1-222-0098-2-71300-547110-0000-2222-222	Software	2,000			2,000
141-1-222-0098-2-71300-559990-0000-0000-222	Other Charges	20,000			20,000
141-1-222-0098-2-71300-573010-0000-0000-222	Equipment Vocational	37,951			37,951
	Total 71300 - Vocational Education Instruction	62,951	-	-	62,951
141-1-222-0098-2-72130-549990-0000-0000-222	Other Supplies & Materials	1,000			1,000
	Total 72130 - Other Student Support	1,000	-	-	1,000
141-1-222-0098-2-72230-519610-0000-0000-222	Stipends	8,573			8,573
141-1-222-0098-2-72230-520110-0000-0000-222	Social Security	532			532
141-1-222-0098-2-72230-520410-0000-0000-222	State Retirement	685			685
141-1-222-0098-2-72230-521210-0000-0000-222	Medicare	124			124
141-1-222-0098-2-72230-521710-0000-0000-222	State Retirement Hybrid	86			86
141-1-222-0098-2-72230-552410-0000-0000-222	In-Service/Staff Development	5,000			5,000
	Total 72230 - Vocational Instruction Staff Support	15,000	-	-	15,000

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET		AMENDED BUDGET	
		7/17/2025	INCREASE		DECREASE
141-1-222-0098-2-72710-531410-0000-0000-222	Contracts w/ Public Carriers	20,000			20,000
	Total 72710 - Contracts w/ Public Carriers	20,000	-	-	20,000
	Total - Howard Connect Academy	445,000	-	-	445,000
Hunter Middle School					
141-1-222-0100-2-71100-511610-PBEN-0000-222	Teacher (.5 FTE)	-	25,000		25,000
141-1-222-0100-2-71100-514090-0000-0000-222	Stipends	29,674			29,674
141-1-222-0100-2-71100-520110-0000-0000-222	Social Security	1,840			1,840
141-1-222-0100-2-71100-520110-PBEN-0000-222	Social Security	-	1,550		1,550
141-1-222-0100-2-71100-520410-0000-0000-222	State Retirement	2,463			2,463
141-1-222-0100-2-71100-520410-PBEN-0000-222	State Retirement	-	2,000		2,000
141-1-222-0100-2-71100-520610-PBEN-0000-222	Life Insurance	-	20		20
141-1-222-0100-2-71100-520710-PBEN-0000-222	Health Insurance	-	6,660		6,660
141-1-222-0100-2-71100-520810-PBEN-0000-222	Dental Insurance	-	147		147
141-1-222-0100-2-71100-521010-PBEN-0000-222	Unemployment Compensation	-	7		7
141-1-222-0100-2-71100-521210-0000-0000-222	Medicare	430			430
141-1-222-0100-2-71100-521210-PBEN-0000-222	Medicare	-	363		363
141-1-222-0100-2-71100-521710-0000-0000-222	State Retirement Hybrid	593			593
141-1-222-0100-2-71100-521710-PBEN-0000-222	State Retirement Hybrid	-	250		250
141-1-222-0100-2-71100-529910-PBEN-0000-222	Long Term Disability	-	54		54
141-1-222-0100-2-71100-529930-PBEN-0000-222	Short Term Disability	-	58		58
141-1-222-0100-2-71100-547110-0000-0000-222	Software	2,500	6,608		9,108
141-1-222-0100-2-71100-572210-0000-0000-222	Regular Instruction Equipment	15,000		(217)	14,783
	Total 71100 - Regular Instruction	52,500	42,717	(217)	95,000
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	5,000		(5,000)	-
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	5,000			5,000
141-1-222-0100-2-71300-573010-0000-0000-222	Equipment Vocational	24,500		(24,500)	-
	Total 71300 - Vocational Education Instruction	46,500	-	(41,500)	5,000
141-1-222-0100-2-72710-531410-0000-0000-222	Contracts w/ Public Carriers	10,000			10,000
	Total 72710 - Contracts w/ Public Carriers	10,000	-	-	10,000
141-1-222-0100-2-76100-570710-0000-0000-222	Building Improvements	1,000		(1,000)	-
	Total 76100 - Regular Capital Outlay	1,000	-	(1,000)	-
	Total - Hunter Middle School	110,000	42,717	(42,717)	110,000
Loftis Middle School					
141-1-222-0120-2-71100-572210-0000-0000-222	Regular Instruction Equipment	7,500			7,500
	Total 71100 - Regular Instruction	7,500	-	-	7,500
141-1-222-0120-2-71300-5116E0-PBEN-0000-222	CTE Teacher (.50 FTE)	-	36,777		36,777
141-1-222-0120-2-71300-514090-0000-0000-222	Stipends	8,477			8,477
141-1-222-0120-2-71300-520110-0000-0000-222	Social Security	525			525
141-1-222-0120-2-71300-520110-PBEN-0000-222	Social Security	-	2,280		2,280
141-1-222-0120-2-71300-520410-0000-0000-222	State Retirement	705			705
141-1-222-0120-2-71300-520410-PBEN-0000-222	State Retirement	-	2,942		2,942
141-1-222-0120-2-71300-520610-PBEN-0000-222	Life Insurance	-	20		20
141-1-222-0120-2-71300-520710-PBEN-0000-222	Health Insurance	-	6,660		6,660
141-1-222-0120-2-71300-520810-PBEN-0000-222	Dental Insurance	-	147		147
141-1-222-0120-2-71300-521010-PBEN-0000-222	Unemployment Compensation	-	7		7
141-1-222-0120-2-71300-521210-0000-0000-222	Medicare	123			123
141-1-222-0120-2-71300-521210-PBEN-0000-222	Medicare	-	533		533
141-1-222-0120-2-71300-521710-0000-0000-222	State Retirement Hybrid	170			170
141-1-222-0120-2-71300-529910-PBEN-0000-222	Long Term Disability	-	54		54
141-1-222-0120-2-71300-529930-PBEN-0000-222	Short Term Disability	-	58		58
141-1-222-0120-2-71300-542910-0000-0000-222	Instructional Supplies & Materials	5,000			5,000
141-1-222-0120-2-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	15,000			15,000
141-1-222-0120-2-71300-547110-0000-0000-222	Software	5,000			5,000
141-1-222-0120-2-71300-549990-0000-0000-222	Other Supplies & Materials	10,000			10,000
141-1-222-0120-2-71300-559990-0000-0000-222	Other Charges	15,000			15,000
141-1-222-0120-2-71300-573010-0000-0000-222	Equipment Vocational	11,942			11,942
	Total 71300 - Vocational Education Instruction	71,942	49,478	-	121,420
141-1-222-0120-2-72130-512310-PBEN-0000-222	Counselor (.5 FTE)	39,009			39,009
141-1-222-0120-2-72130-520110-PBEN-0000-222	Social Security	2,419			2,419
141-1-222-0120-2-72130-520410-PBEN-0000-222	State Retirement	3,121			3,121
141-1-222-0120-2-72130-520610-PBEN-0000-222	Life Insurance	20			20
141-1-222-0120-2-72130-520710-PBEN-0000-222	Health Insurance	6,660			6,660
141-1-222-0120-2-72130-520810-PBEN-0000-222	Dental Insurance	147			147
141-1-222-0120-2-72130-521010-PBEN-0000-222	Unemployment Compensation	7			7
141-1-222-0120-2-72130-521210-PBEN-0000-222	Medicare	563			563
141-1-222-0120-2-72130-529910-PBEN-0000-222	Long Term Disability	54			54
141-1-222-0120-2-72130-529930-PBEN-0000-222	Short Term Disability	58			58
	Total 72130 - Other Student Support	52,058	-	-	52,058

ACCOUNT CODE	DESCRIPTION	AMENDED	INCREASE	DECREASE	AMENDED
		BUDGET 7/17/2025			BUDGET 8/21/2025
141-1-222-0120-2-72230-519610-0000-0000-222	In Service/Stipends	4,239			4,239
141-1-222-0120-2-72230-520110-0000-0000-222	Social Security	263			263
141-1-222-0120-2-72230-520410-0000-0000-222	State Retirement	352			352
141-1-222-0120-2-72230-521210-0000-0000-222	Medicare	85			85
141-1-222-0120-2-72230-521710-0000-0000-222	State Retirement Hybrid	61			61
141-1-222-0120-2-72230-552410-0000-0000-222	In-Service/Staff Development	2,500			2,500
	Total 72230 - Vocational Instruction Staff Support	7,500	-	-	7,500
141-1-222-0120-2-72710-531410-0000-0000-222	Contracts w/ Public Carriers	6,000			6,000
	Total 72710 - Contracts w/ Public Carriers	6,000	-	-	6,000
141-1-222-0120-2-76100-570710-0000-0000-222	Building Improvements	80,000		(49,478)	30,522
	Total 76100 - Regular Capital Outlay	80,000	-	(49,478)	30,522
	Total - Loftis Middle School	225,000	49,478	(49,478)	225,000
Hixson High School					
141-1-222-0128-3-71300-5116E0-PBEN-0000-222	CTE Teacher (.50 FTE)	28,330			28,330
141-1-222-0128-3-71300-514090-0000-0000-222	Stipends	5,778			5,778
141-1-222-0128-3-71300-520110-0000-0000-222	Social Security	358			358
141-1-222-0128-3-71300-520110-PBEN-0000-222	Social Security	1,756			1,756
141-1-222-0128-3-71300-520410-0000-0000-222	State Retirement	364			364
141-1-222-0128-3-71300-520410-PBEN-0000-222	State Retirement	2,266			2,266
141-1-222-0128-3-71300-520610-PBEN-0000-222	Life Insurance	20			20
141-1-222-0128-3-71300-520710-PBEN-0000-222	Health Insurance	6,660			6,660
141-1-222-0128-3-71300-520810-PBEN-0000-222	Dental Insurance	147			147
141-1-222-0128-3-71300-521010-PBEN-0000-222	Unemployment Compensation	7			7
141-1-222-0128-3-71300-521210-0000-0000-222	Medicare	84			84
141-1-222-0128-3-71300-521210-PBEN-0000-222	Medicare	411			411
141-1-222-0128-3-71300-521710-0000-0000-222	State Retirement Hybrid	116			116
141-1-222-0128-3-71300-521710-PBEN-0000-222	State Retirement Hybrid	283			283
141-1-222-0128-3-71300-529910-PBEN-0000-222	Long Term Disability	54			54
141-1-222-0128-3-71300-529930-PBEN-0000-222	Short Term Disability	58			58
141-1-222-0128-3-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	1,000			1,000
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	60,000			60,000
141-1-222-0128-3-71300-559990-0000-0000-222	Other Charges	15,000			15,000
141-1-222-0128-3-71300-573010-0000-0000-222	Equipment Vocational	167,760			167,760
	Total 71300 - Vocational Education Instruction	295,452	-	-	295,452
141-1-222-0128-3-72210-552410-0000-0000-222	In-Service/Staff Development	20,000			20,000
	Total 72210 - Regular Instructional Support	20,000	-	-	20,000
141-1-222-0128-3-72710-531410-0000-0000-222	Contracts w/ Public Carriers	7,500			7,500
	Total 72710 - Contracts w/ Public Carriers	7,500	-	-	7,500
141-1-222-0128-3-76100-570710-0000-0000-222	Building Improvements	67,048			67,048
	Total 76100 - Regular Capital Outlay	67,048	-	-	67,048
	Total - Hixson High School	390,000	-	-	390,000
Hixson Middle School					
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
141-1-222-0129-2-71100-542910-0000-0000-222	Instructional Supplies & Materials	20,000			20,000
141-1-222-0129-2-71100-572210-0000-0000-222	Regular Instruction Equipment	5,000			5,000
	Total 71100 - Regular Instruction	45,000	-	-	45,000
141-1-222-0129-2-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	3,500			3,500
141-1-222-0129-2-71300-547110-0000-0000-222	Software	13,000			13,000
141-1-222-0129-2-71300-559990-0000-0000-222	Other Charges	5,000			5,000
141-1-222-0129-2-71300-573010-0000-0000-222	Equipment Vocational	78,500			78,500
	Total 71300 - Vocational Education Instruction	100,000	-	-	100,000
141-1-222-0129-2-72210-552410-0000-0000-222	In-Service/Staff Development	10,000			10,000
	Total 72210 - Regular Instructional Support	10,000	-	-	10,000
141-1-222-0129-2-72710-531410-0000-0000-222	Contracts w/ Public Carriers	5,000			5,000
	Total 72710 - Contracts w/ Public Carriers	5,000	-	-	5,000
141-1-222-0129-2-76100-570710-0000-0000-222	Building Improvements	5,000			5,000
	Total 76100 - Regular Capital Outlay	5,000	-	-	5,000
	Total - Hixson Middle School	165,000	-	-	165,000

ACCOUNT CODE	DESCRIPTION	AMENDED	INCREASE	DECREASE	AMENDED
		BUDGET			BUDGET
		7/17/2025			8/21/2025
The Howard School					
141-1-222-0137-3-71300-5116E0-PBEN-0000-222	CTE Teacher (2 FTE)	109,192			109,192
141-1-222-0137-3-71300-520110-PBEN-0000-222	Social Security	6,770			6,770
141-1-222-0137-3-71300-520410-PBEN-0000-222	State Retirement	8,735			8,735
141-1-222-0137-3-71300-520610-PBEN-0000-222	Life Insurance	80			80
141-1-222-0137-3-71300-520710-PBEN-0000-222	Health Insurance	26,640			26,640
141-1-222-0137-3-71300-520810-PBEN-0000-222	Dental Insurance	588			588
141-1-222-0137-3-71300-521010-PBEN-0000-222	Unemployment Compensation	28			28
141-1-222-0137-3-71300-521210-PBEN-0000-222	Medicare	1,583			1,583
141-1-222-0137-3-71300-521710-PBEN-0000-222	State Retirement Hybrid	1,092			1,092
141-1-222-0137-3-71300-529910-PBEN-0000-222	Long Term Disability	214			214
141-1-222-0137-3-71300-529930-PBEN-0000-222	Short Term Disability	232			232
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	5,000			5,000
141-1-222-0137-3-71300-573010-0000-0000-222	Equipment Vocational	139,846			139,846
	Total 71300 - Vocational Education Instruction	310,000	-	-	310,000
141-1-222-0137-3-72230-552410-0000-0000-222	In-Service/Staff Development	10,000			10,000
	Total 72230 - Vocational Instruction Staff Support	10,000	-	-	10,000
141-1-222-0137-3-72710-531410-0000-0000-222	Contracts w/ Public Carriers	15,000			15,000
	Total 72710 - Contracts w/ Public Carriers	15,000	-	-	15,000
141-1-222-0137-3-76100-570710-0000-0000-222	Building Improvements	5,000			5,000
	Total 76100 - Regular Capital Outlay	5,000	-	-	5,000
	Total -The Howard School	340,000	-	-	340,000
Ooltewah Middle School					
141-1-222-0157-2-71100-542910-0000-0000-222	Instructional Supplies & Materials	4,000			4,000
141-1-222-0157-2-71100-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	3,750			3,750
	Total 71100 - Regular Instruction	7,750	-	-	7,750
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	26,000			26,000
141-1-222-0157-2-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	15,000			15,000
141-1-222-0157-2-71300-547110-0000-0000-222	Software	8,000			8,000
141-1-222-0157-2-71300-549990-0000-0000-222	Other Supplies & Materials	4,500			4,500
141-1-222-0157-2-71300-559990-0000-0000-222	Other Charges	2,000			2,000
141-1-222-0157-2-71300-573010-0000-0000-222	Equipment Vocational	169,250			169,250
	Total 71300 - Vocational Education Instruction	232,250	-	-	232,250
141-1-222-0157-2-72230-552410-0000-0000-222	In-Service/Staff Development	5,000			5,000
	Total 72230 - Vocational Instruction Staff Support	5,000	-	-	5,000
141-1-222-0157-2-72710-531410-0000-0000-222	Contracts w/ Public Carriers	5,000			5,000
	Total 72710 - Contracts w/ Public Carriers	5,000	-	-	5,000
141-1-222-0157-2-76100-570710-0000-0000-222	Building Improvements	30,000			30,000
	Total 76100 - Regular Capital Outlay	30,000	-	-	30,000
	Total - Ooltewah Middle School	280,000	-	-	280,000
Ooltewah High School					
141-1-222-0160-3-71300-542910-0000-0000-222	Instructional Supplies & Materials	7,000			7,000
141-1-222-0160-3-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	40,000			40,000
141-1-222-0160-3-71300-547110-0000-0000-222	Software	12,000			12,000
141-1-222-0160-3-71300-549990-0000-0000-222	Other Supplies & Materials	20,000			20,000
141-1-222-0160-3-71300-559990-0000-0000-222	Other Charges	5,000			5,000
141-1-222-0160-3-71300-573010-0000-0000-222	Equipment Vocational	211,000			211,000
	Total 71300 - Vocational Education Instruction	295,000	-	-	295,000
141-1-222-0160-3-72710-531410-0000-0000-222	Contracts w/ Public Carriers	15,000			15,000
	Total 72710 - Contracts w/ Public Carriers	15,000	-	-	15,000
141-1-222-0160-3-76100-570710-0000-0000-222	Building Improvements	30,000			30,000
	Total 76100 - Regular Capital Outlay	30,000	-	-	30,000
	Total - Ooltewah High School	340,000	-	-	340,000
Chattanooga School for the Liberal Arts					
141-1-222-0162-4-71100-535610-0000-0000-222	Tuition	5,000			5,000
141-1-222-0162-4-71100-549990-0000-0000-222	Other Supplies & Materials	10,000			10,000
	Total 71100 - Regular Instruction	15,000	-	-	15,000

ACCOUNT CODE	DESCRIPTION	AMENDED	INCREASE	DECREASE	AMENDED
		BUDGET 7/17/2025			BUDGET 8/21/2025
141-1-222-0162-4-71300-514090-0000-0000-222	Stipends	6,359			6,359
141-1-222-0162-4-71300-520110-0000-0000-222	Social Security	394			394
141-1-222-0162-4-71300-520410-0000-0000-222	State Retirement	528			528
141-1-222-0162-4-71300-521210-0000-0000-222	Medicare	92			92
141-1-222-0162-4-71300-521710-0000-0000-222	State Retirement Hybrid	127			127
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	11,100			11,100
141-1-222-0162-4-71300-549990-0000-0000-222	Other Supplies & Materials	5,000			5,000
141-1-222-0162-4-71300-559990-0000-0000-222	Other Charges	5,000			5,000
141-1-222-0162-4-71300-573010-0000-0000-222	Equipment Vocational	75,900			75,900
	Total 71300 - Vocational Education Instruction	109,500	-	-	109,500
141-1-222-0162-4-72230-552410-0000-0000-222	In-Service/Staff Development	8,000			8,000
	Total 72230 - Vocational Instruction Staff Support	8,000	-	-	8,000
141-1-222-0162-4-72710-531410-0000-0000-222	Contracts w/ Public Carriers	2,500			2,500
	Total 72710 - Contracts w/ Public Carriers	2,500	-	-	2,500
141-1-222-0162-4-76100-570710-0000-0000-222	Building Improvements	30,000			30,000
	Total 76100 - Regular Capital Outlay	30,000	-	-	30,000
	Total - Chattanooga School for the Liberal Arts	165,000	-	-	165,000
Lookout Valley Middle/High School					
141-1-222-0165-4-71100-572210-0000-0000-222	Regular Instruction Equipment	50,000			50,000
	Total 71100 - Regular Instruction	50,000	-	-	50,000
141-1-222-0165-4-71300-5116E0-PBEN-0000-222	CTE Teacher (.50 FTE)	28,963			28,963
141-1-222-0165-4-71300-520110-PBEN-0000-222	Social Security	1,796			1,796
141-1-222-0165-4-71300-520410-PBEN-0000-222	State Retirement	2,317			2,317
141-1-222-0165-4-71300-520610-PBEN-0000-222	Life Insurance	20			20
141-1-222-0165-4-71300-520710-PBEN-0000-222	Health Insurance	6,660			6,660
141-1-222-0165-4-71300-520810-PBEN-0000-222	Dental Insurance	147			147
141-1-222-0165-4-71300-521010-PBEN-0000-222	Unemployment Compensation	7			7
141-1-222-0165-4-71300-521210-PBEN-0000-222	Medicare	420			420
141-1-222-0165-4-71300-529910-PBEN-0000-222	Long Term Disability	54			54
141-1-222-0165-4-71300-529930-PBEN-0000-222	Short Term Disability	58			58
141-1-222-0165-4-71300-549990-0000-0000-222	Other Supplies & Materials	5,000			5,000
141-1-222-0165-4-71300-573010-0000-0000-222	Equipment Vocational	61,107			61,107
	Total 71300 - Vocational Education Instruction	106,549	-	-	106,549
141-1-222-0165-4-72130-5189F0-PBEN-0000-222	College & Career Advisor (.5 FTE)	32,779			32,779
141-1-222-0165-4-72130-520110-PBEN-0000-222	Social Security	2,032			2,032
141-1-222-0165-4-72130-520410-PBEN-0000-222	State Retirement	4,163			4,163
141-1-222-0165-4-72130-520610-PBEN-0000-222	Life Insurance	20			20
141-1-222-0165-4-72130-520710-PBEN-0000-222	Health Insurance	6,660			6,660
141-1-222-0165-4-72130-520810-PBEN-0000-222	Dental Insurance	147			147
141-1-222-0165-4-72130-521010-PBEN-0000-222	Unemployment Compensation	7			7
141-1-222-0165-4-72130-521210-PBEN-0000-222	Medicare	475			475
141-1-222-0165-4-72130-521710-PBEN-0000-222	State Retirement	656			656
141-1-222-0165-4-72130-529910-PBEN-0000-222	Long Term Disability	54			54
141-1-222-0165-4-72130-529930-PBEN-0000-222	Short Term Disability	58			58
	Total 72130 - Other Student Support	47,051	-	-	47,051
141-1-222-0165-4-72230-519610-0000-0000-222	Stipends	8,817			8,817
141-1-222-0165-4-72230-520110-0000-0000-222	Social Security	547			547
141-1-222-0165-4-72230-520410-0000-0000-222	State Retirement	732			732
141-1-222-0165-4-72230-521210-0000-0000-222	Medicare	128			128
141-1-222-0165-4-72230-521710-0000-0000-222	State Retirement Hybrid	176			176
141-1-222-0165-4-72230-552410-0000-0000-222	In-Service/Staff Development	6,000			6,000
	Total 72230 - Vocational Instruction Staff Support	16,400	-	-	16,400
141-1-222-0165-4-76100-570710-0000-0000-222	Building Improvements	10,000			10,000
	Total 76100 - Regular Capital Outlay	10,000	-	-	10,000
	Total - Lookout Valley Middle/High School	230,000	-	-	230,000
Red Bank High School					
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
	Total 71100 - Regular Instruction	6,000	-	-	6,000
141-1-222-0175-3-71300-539990-0000-0000-222	Other Contracted Services	5,000			5,000
141-1-222-0175-3-71300-542910-0000-0000-222	Instructional Supplies & Materials	4,000			4,000
141-1-222-0175-3-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	15,000			15,000
141-1-222-0175-3-71300-549990-0000-0000-222	Other Supplies & Materials	20,000			20,000
141-1-222-0175-3-71300-573010-0000-0000-222	Equipment Vocational	275,000			275,000
	Total 71300 - Vocational Education Instruction	319,000	-	-	319,000

ACCOUNT CODE	DESCRIPTION	AMENDED	INCREASE	DECREASE	AMENDED
		BUDGET 7/17/2025			BUDGET 8/21/2025
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
	Total 72230 - Vocational Instruction Staff Support	30,000	-	-	30,000
141-1-222-0175-3-72710-531410-0000-0000-222	Contracts w/ Public Carriers	15,000			15,000
	Total 72710 - Contracts w/ Public Carriers	15,000	-	-	15,000
141-1-222-0175-3-76100-570710-0000-0000-222	Building Improvements	30,000			30,000
	Total 76100 - Regular Capital Outlay	30,000	-	-	30,000
	Total - Red Bank High School	400,000	-	-	400,000
Red Bank Middle School					
141-1-222-0180-2-71100-514090-0000-0000-222	Stipends	8,902			8,902
141-1-222-0180-2-71100-520110-0000-0000-222	Social Security	552			552
141-1-222-0180-2-71100-520410-0000-0000-222	State Retirement	739			739
141-1-222-0180-2-71100-521210-0000-0000-222	Medicare	129			129
141-1-222-0180-2-71100-521710-0000-0000-222	State Retirement Hybrid	178			178
141-1-222-0180-2-71100-542910-0000-0000-222	Instructional Supplies & Materials	10,000			10,000
141-1-222-0180-2-71100-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	12,500			12,500
	Total 71100 - Regular Instruction	33,000	-	-	33,000
141-1-222-0180-2-71300-5116E0-PBEN-0000-222	CTE Teacher (1.75 FTE)	95,425			95,425
141-1-222-0180-2-71300-520110-PBEN-0000-222	Social Security	5,916			5,916
141-1-222-0180-2-71300-520410-PBEN-0000-222	State Retirement	7,634			7,634
141-1-222-0180-2-71300-520610-PBEN-0000-222	Life Insurance	70			70
141-1-222-0180-2-71300-520710-PBEN-0000-222	Health Insurance	23,310			23,310
141-1-222-0180-2-71300-520810-PBEN-0000-222	Dental Insurance	515			515
141-1-222-0180-2-71300-521010-PBEN-0000-222	Unemployment Compensation	25			25
141-1-222-0180-2-71300-521210-PBEN-0000-222	Medicare	1,384			1,384
141-1-222-0180-2-71300-521710-PBEN-0000-222	State Retirement Hybrid	954			954
141-1-222-0180-2-71300-529910-PBEN-0000-222	Long Term Disability	187			187
141-1-222-0180-2-71300-529930-PBEN-0000-222	Short Term Disability	203			203
141-1-222-0180-2-71300-549990-0000-0000-222	Other Supplies & Materials	5,000			5,000
141-1-222-0180-2-71300-559990-0000-0000-222	Other Charges	10,000			10,000
141-1-222-0180-2-71300-573010-0000-0000-222	Equipment Vocational	32,877			32,877
	Total 71300 - Vocational Education Instruction	183,500	-	-	183,500
141-1-222-0180-2-72210-552410-0000-0000-222	In-Service/Staff Development	10,000			10,000
	Total 72210 - Regular Instructional Support	10,000	-	-	10,000
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
	Total 72230 - Vocational Instruction Staff Support	6,500	-	-	6,500
141-1-222-0180-2-72710-531410-0000-0000-222	Contracts w/ Public Carriers	10,000			10,000
	Total 72710 - Contracts w/ Public Carriers	10,000	-	-	10,000
141-1-222-0180-2-76100-570710-0000-0000-222	Building Improvements	2,000			2,000
	Total 76100 - Regular Capital Outlay	2,000	-	-	2,000
	Total - Red Bank Middle School	245,000	-	-	245,000
Sale Creek Middle/High School					
141-1-222-0190-4-71300-5116E0-PBEN-0000-222	CTE Teacher (.75 FTE)	54,533			54,533
141-1-222-0190-4-71300-520110-PBEN-0000-222	Social Security	3,381			3,381
141-1-222-0190-4-71300-520410-PBEN-0000-222	State Retirement	4,363			4,363
141-1-222-0190-4-71300-520610-PBEN-0000-222	Life Insurance	30			30
141-1-222-0190-4-71300-520710-PBEN-0000-222	Health Insurance	9,990			9,990
141-1-222-0190-4-71300-520810-PBEN-0000-222	Dental Insurance	221			221
141-1-222-0190-4-71300-521010-PBEN-0000-222	Unemployment Compensation	11			11
141-1-222-0190-4-71300-521210-PBEN-0000-222	Medicare	791			791
141-1-222-0190-4-71300-529910-PBEN-0000-222	Long Term Disability	80			80
141-1-222-0190-4-71300-529930-PBEN-0000-222	Short Term Disability	87			87
141-1-222-0190-4-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	1,500			1,500
141-1-222-0190-4-71300-547110-0000-2222-222	Software	24,000			24,000
141-1-222-0190-4-71300-559990-0000-2222-222	Other Charges	15,000			15,000
141-1-222-0190-4-71300-573010-0000-0000-222	Equipment Vocational	193,513			193,513
	Total 71300 - Vocational Education Instruction	307,500	-	-	307,500

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET		AMENDED BUDGET
		7/17/2025	INCREASE DECREASE	
141-1-222-0190-4-72230-519610-0000-0000-222	Stipends	1,290		1,290
141-1-222-0190-4-72230-520110-0000-0000-222	Social Security	79		79
141-1-222-0190-4-72230-520410-0000-0000-222	State Retirement	87		87
141-1-222-0190-4-72230-521210-0000-0000-222	Medicare	19		19
141-1-222-0190-4-72230-521710-0000-0000-222	State Retirement Hybrid	25		25
141-1-222-0190-4-72230-533610-0000-0000-222	Maintenance & Repair Services	500		500
	Total 72230 - Vocational Instruction Staff Support	2,000	-	2,000
141-1-222-0190-4-72710-531410-0000-0000-222	Contracts w/ Public Carriers	15,000		15,000
	Total 72710 - Contracts w/ Public Carriers	15,000	-	15,000
141-1-222-0190-4-76100-539990-0000-0000-222	Other Contracted Services	500		500
141-1-222-0190-4-76100-570710-0000-0000-222	Building Improvements	25,000		25,000
	Total 76100 - Regular Capital Outlay	25,500	-	25,500
	Total - Sale Creek Middle/High School	350,000	-	350,000
Sequoyah High School				
141-1-222-0196-3-71100-511610-PBEN-0000-222	Teacher (.10 FTE)	4,810		4,810
141-1-222-0196-3-71100-520110-PBEN-0000-222	Social Security	298		298
141-1-222-0196-3-71100-520410-PBEN-0000-222	State Retirement	385		385
141-1-222-0196-3-71100-520610-PBEN-0000-222	Life Insurance	4		4
141-1-222-0196-3-71100-520710-PBEN-0000-222	Health Insurance	1,332		1,332
141-1-222-0196-3-71100-520810-PBEN-0000-222	Dental Insurance	29		29
141-1-222-0196-3-71100-521010-PBEN-0000-222	Unemployment Compensation	1		1
141-1-222-0196-3-71100-521210-PBEN-0000-222	Medicare	70		70
141-1-222-0196-3-71100-521710-PBEN-0000-222	State Retirement Hybrid	48		48
141-1-222-0196-3-71100-529910-PBEN-0000-222	Long Term Disability	11		11
141-1-222-0196-3-71100-529930-PBEN-0000-222	Short Term Disability	12		12
	Total 71100 - Regular Instruction	7,000	-	7,000
141-1-222-0196-3-71300-514090-0000-0000-222	Stipends	4,070		4,070
141-1-222-0196-3-71300-520110-0000-0000-222	Social Security	252		252
141-1-222-0196-3-71300-520410-0000-0000-222	State Retirement	338		338
141-1-222-0196-3-71300-521210-0000-0000-222	Medicare	59		59
141-1-222-0196-3-71300-521710-0000-0000-222	State Retirement Hybrid	81		81
141-1-222-0196-3-71300-542910-0000-0000-222	Instructional Supplies & Materials	16,000		16,000
141-1-222-0196-3-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	40,000		40,000
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	3,000		3,000
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	288,448		288,448
	Total 71300 - Vocational Education Instruction	355,748	-	355,748
141-1-222-0196-3-72210-552410-0000-0000-222	In-Service/Staff Development	10,000		10,000
	Total 72210 - Regular Instructional Support	10,000	-	10,000
141-1-222-0196-3-72230-519610-0000-0000-222	Stipends	15,007		15,007
141-1-222-0196-3-72230-520110-0000-0000-222	Social Security	932		932
141-1-222-0196-3-72230-520410-0000-0000-222	State Retirement	1,130		1,130
141-1-222-0196-3-72230-521210-0000-0000-222	Medicare	217		217
141-1-222-0196-3-72230-521710-0000-0000-222	State Retirement Hybrid	263		263
	Total 72230 - Vocational Instruction Staff Support	17,549	-	17,549
141-1-222-0196-3-72710-531410-0000-0000-222	Contracts w/ Public Carriers	2,500		2,500
	Total 72710 - Contracts w/ Public Carriers	2,500	-	2,500
141-1-222-0196-3-76100-539990-0000-0000-222	Other Contracted Services	5,000		5,000
141-1-222-0196-3-76100-570710-0000-0000-222	Building Improvements	300,000		300,000
	Total 76100 - Regular Capital Outlay	305,000	-	305,000
	Total - Sequoyah High School	697,797	-	697,797
Orchard Knob Middle School				
141-1-222-0200-2-71100-511610-PBEN-0000-222	Teacher (.5 FTE)	27,696		27,696
141-1-222-0200-2-71100-520110-PBEN-0000-222	Social Security	1,717		1,717
141-1-222-0200-2-71100-520410-PBEN-0000-222	State Retirement	2,216		2,216
141-1-222-0200-2-71100-520610-PBEN-0000-222	Life Insurance	20		20
141-1-222-0200-2-71100-520710-PBEN-0000-222	Health Insurance	6,660		6,660
141-1-222-0200-2-71100-520810-PBEN-0000-222	Dental Insurance	147		147
141-1-222-0200-2-71100-521010-PBEN-0000-222	Unemployment Compensation	7		7
141-1-222-0200-2-71100-521210-PBEN-0000-222	Medicare	402		402
141-1-222-0200-2-71100-521710-PBEN-0000-222	State Retirement Hybrid	277		277
141-1-222-0200-2-71100-529910-PBEN-0000-222	Long Term Disability	54		54
141-1-222-0200-2-71100-529930-PBEN-0000-222	Short Term Disability	58		58
	Total 71100 - Regular Instruction	39,254	-	39,254

ACCOUNT CODE	DESCRIPTION	AMENDED	INCREASE	DECREASE	AMENDED
		BUDGET			BUDGET
		7/17/2025			8/21/2025
141-1-222-0200-2-71300-5116E0-PBEN-0000-222	CTE Teacher (1 FTE)	50,000			50,000
141-1-222-0200-2-71300-520110-PBEN-0000-222	Social Security	3,100			3,100
141-1-222-0200-2-71300-520410-PBEN-0000-222	State Retirement	4,000			4,000
141-1-222-0200-2-71300-520610-PBEN-0000-222	Life Insurance	40			40
141-1-222-0200-2-71300-520710-PBEN-0000-222	Health Insurance	13,320			13,320
141-1-222-0200-2-71300-520810-PBEN-0000-222	Dental Insurance	294			294
141-1-222-0200-2-71300-521010-PBEN-0000-222	Unemployment Compensation	14			14
141-1-222-0200-2-71300-521210-PBEN-0000-222	Medicare	725			725
141-1-222-0200-2-71300-521710-PBEN-0000-222	State Retirement	500			500
141-1-222-0200-2-71300-529910-PBEN-0000-222	Long Term Disability	107			107
141-1-222-0200-2-71300-529930-PBEN-0000-222	Short Term Disability	116			116
141-1-222-0200-2-71300-542910-0000-0000-222	Instructional Supplies & Materials	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	5,000			5,000
141-1-222-0200-2-71300-559990-0000-0000-222	Other Charges	20,000			20,000
141-1-222-0200-2-71300-573010-0000-0000-222	Equipment Vocational	58,530			58,530
	Total 71300 - Vocational Education Instruction	185,746	-	-	185,746
141-1-222-0200-2-72230-552410-0000-0000-222	In-Service/Staff Development	5,000			5,000
	Total 72230 - Vocational Instruction Staff Support	5,000	-	-	5,000
141-1-222-0200-2-72710-531410-0000-0000-222	Contracts w/ Public Carriers	10,000			10,000
	Total 72710 - Contracts w/ Public Carriers	10,000	-	-	10,000
141-1-222-0200-2-76100-570710-0000-0000-222	Building Improvements	40,000			40,000
	Total 76100 - Regular Capital Outlay	40,000	-	-	40,000
	Total - Orchard Knob Middle School	280,000	-	-	280,000
Signal Mountain Middle/High School					
141-1-222-0210-4-71300-5116E0-PBEN-0000-222	CTE Teacher (1 FTE)	74,820			74,820
141-1-222-0210-4-71300-514090-0000-0000-222	Stipends	9,902			9,902
141-1-222-0210-4-71300-520110-0000-0000-222	Social Security	614			614
141-1-222-0210-4-71300-520110-PBEN-0000-222	Social Security	4,639			4,639
141-1-222-0210-4-71300-520410-0000-0000-222	State Retirement	817			817
141-1-222-0210-4-71300-520410-PBEN-0000-222	State Retirement	5,986			5,986
141-1-222-0210-4-71300-520610-PBEN-0000-222	Life Insurance	40			40
141-1-222-0210-4-71300-520710-PBEN-0000-222	Health Insurance	13,320			13,320
141-1-222-0210-4-71300-520810-PBEN-0000-222	Dental Insurance	294			294
141-1-222-0210-4-71300-521010-PBEN-0000-222	Unemployment Compensation	14			14
141-1-222-0210-4-71300-521210-0000-0000-222	Medicare	144			144
141-1-222-0210-4-71300-521210-PBEN-0000-222	Medicare	1,085			1,085
141-1-222-0210-4-71300-521710-0000-0000-222	State Retirement Hybrid	185			185
141-1-222-0210-4-71300-521710-PBEN-0000-222	State Retirement Hybrid	748			748
141-1-222-0210-4-71300-529910-PBEN-0000-222	Long Term Disability	107			107
141-1-222-0210-4-71300-529930-PBEN-0000-222	Short Term Disability	116			116
141-1-222-0210-4-71300-542910-0000-0000-222	Instructional Supplies	10,000			10,000
141-1-222-0210-4-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	25,000			25,000
141-1-222-0210-4-71300-547110-0000-0000-222	Software	2,000			2,000
141-1-222-0210-4-71300-549990-0000-0000-222	Other Supplies & Materials	20,000			20,000
141-1-222-0210-4-71300-559990-0000-0000-222	Other Charges	5,000			5,000
141-1-222-0210-4-71300-573010-0000-0000-222	Equipment Vocational	308,513			308,513
	Total 71300 - Vocational Education Instruction	483,344	-	-	483,344
141-1-222-0210-4-72130-5189F0-PBEN-0000-222	College & Career Advisor (.5 FTE)	27,732			27,732
141-1-222-0210-4-72130-520110-PBEN-0000-222	Social Security	1,719			1,719
141-1-222-0210-4-72130-520410-PBEN-0000-222	State Retirement	3,522			3,522
141-1-222-0210-4-72130-520610-PBEN-0000-222	Life Insurance	20			20
141-1-222-0210-4-72130-520710-PBEN-0000-222	Health Insurance	6,660			6,660
141-1-222-0210-4-72130-520810-PBEN-0000-222	Dental Insurance	147			147
141-1-222-0210-4-72130-521010-PBEN-0000-222	Unemployment Compensation	7			7
141-1-222-0210-4-72130-521210-PBEN-0000-222	Medicare	402			402
141-1-222-0210-4-72130-521710-PBEN-0000-222	State Retirement	555			555
141-1-222-0210-4-72130-529910-PBEN-0000-222	Long Term Disability	54			54
141-1-222-0210-4-72130-529930-PBEN-0000-222	Short Term Disability	58			58
	Total 72130 - Other Student Support	40,876	-	-	40,876
141-1-222-0210-4-72210-552410-0000-0000-222	In-Service/Staff Development	7,500			7,500
	Total 72210 - Regular Instructional Support	7,500	-	-	7,500
141-1-222-0210-4-72230-519610-0000-0000-222	Stipends	1,945			1,945
141-1-222-0210-4-72230-520110-0000-0000-222	Social Security	116			116
141-1-222-0210-4-72230-520410-0000-0000-222	State Retirement	155			155
141-1-222-0210-4-72230-521210-0000-0000-222	Medicare	27			27
141-1-222-0210-4-72230-521710-0000-0000-222	State Retirement Hybrid	37			37
	Total 72230 - Vocational Instruction Staff Support	2,280	-	-	2,280
141-1-222-0210-4-72710-531410-0000-0000-222	Contracts w/ Public Carriers	6,000			6,000
	Total 72710 - Contracts w/ Public Carriers	6,000	-	-	6,000

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET		AMENDED BUDGET	
		7/17/2025	INCREASE	DECREASE	8/21/2025
141-1-222-0210-4-76100-570710-0000-0000-222	Building Improvements	50,000			50,000
	Total 76100 - Regular Capital Outlay	50,000	-	-	50,000
	Total - Signal Mountain Middle/High School	590,000	-	-	590,000
Soddy Daisy High School					
141-1-222-0220-3-71100-514090-0000-0000-222	Stipends	8,477		(6,334)	2,143
141-1-222-0220-3-71100-520110-0000-0000-222	Social Security	526		(392)	134
141-1-222-0220-3-71100-520410-0000-0000-222	State Retirement	704		(533)	171
141-1-222-0220-3-71100-521210-0000-0000-222	Medicare	123		(92)	31
141-1-222-0220-3-71100-521710-0000-0000-222	State Retirement Hybrid	170		(149)	21
	Total 71100 - Regular Instruction	10,000	-	(7,500)	2,500
141-1-222-0220-3-71300-5116E0-PBEN-0000-222	CTE Teacher (1 FTE)	54,500	2,159		56,659
141-1-222-0220-3-71300-520110-PBEN-0000-222	Social Security	3,379	134		3,513
141-1-222-0220-3-71300-520410-PBEN-0000-222	State Retirement	4,360	172		4,532
141-1-222-0220-3-71300-520610-PBEN-0000-222	Life Insurance	40			40
141-1-222-0220-3-71300-520710-PBEN-0000-222	Health Insurance	13,320			13,320
141-1-222-0220-3-71300-520810-PBEN-0000-222	Dental Insurance	294			294
141-1-222-0220-3-71300-521010-PBEN-0000-222	Unemployment Compensation	14			14
141-1-222-0220-3-71300-521210-PBEN-0000-222	Medicare	790	32		822
141-1-222-0220-3-71300-521710-PBEN-0000-222	State Retirement Hybrid	545	22		567
141-1-222-0220-3-71300-529910-PBEN-0000-222	Long Term Disability	107			107
141-1-222-0220-3-71300-529930-PBEN-0000-222	Short Term Disability	116			116
141-1-222-0220-3-71300-542910-0000-0000-222	Instructional Supplies & Material	30,000		(23,000)	7,000
141-1-222-0220-3-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	15,000	2,500		17,500
141-1-222-0220-3-71300-542930-0000-2222-222	Instructional Supplies & Materials - Equipment	-	27,300		27,300
141-1-222-0220-3-71300-547110-0000-0000-222	Software	3,000		(2,000)	1,000
141-1-222-0220-3-71300-549990-0000-0000-222	Other Supplies & Materials	5,000	16,000		21,000
141-1-222-0220-3-71300-559990-0000-0000-222	Other Charges	5,000		(4,400)	600
141-1-222-0220-3-71300-573010-0000-0000-222	Vocational Instruction Equipment	149,535		(1,372)	148,163
	Total 71300 - Vocational Education Instruction	285,000	48,319	(30,772)	302,547
141-1-222-0220-3-72130-5116E0-PBEN-0000-222	Counselor (.5 FTE)	-	39,782		39,782
141-1-222-0220-3-72130-520110-PBEN-0000-222	Social Security	-	2,466		2,466
141-1-222-0220-3-72130-520410-PBEN-0000-222	State Retirement	-	3,182		3,182
141-1-222-0220-3-72130-520610-PBEN-0000-222	Life Insurance	-	20		20
141-1-222-0220-3-72130-520710-PBEN-0000-222	Health Insurance	-	6,660		6,660
141-1-222-0220-3-72130-520810-PBEN-0000-222	Dental Insurance	-	147		147
141-1-222-0220-3-72130-521010-PBEN-0000-222	Unemployment Compensation	-	7		7
141-1-222-0220-3-72130-521210-PBEN-0000-222	Medicare	-	577		577
141-1-222-0220-3-72130-529910-PBEN-0000-222	Long Term Disability	-	54		54
141-1-222-0220-3-72130-529930-PBEN-0000-222	Short Term Disability	-	58		58
	Total 72130 - Other Student Support	-	52,953	-	52,953
141-1-222-0220-3-72230-539990-0000-0000-222	Other Contracted Services	35,000		(35,000)	-
141-1-222-0220-3-72230-552410-0000-0000-222	In-Service/Staff Development	10,000		(10,000)	-
	Total 72230 - Vocational Instruction Staff Support	45,000	-	(45,000)	-
141-1-222-0220-3-72710-531410-0000-0000-222	Contracts w/ Public Carriers	10,000		(8,000)	2,000
	Total 72710 - Contracts w/ Public Carriers	10,000	-	(8,000)	2,000
141-1-222-0220-3-76100-570710-0000-0000-222	Building Improvements	10,000		(10,000)	-
	Total 76100 - Regular Capital Outlay	10,000	-	(10,000)	-
	Total -Soddy Daisy High School	360,000	101,272	(101,272)	360,000
Soddy Daisy Middle School					
141-1-222-0225-2-71100-547110-0000-0000-222	Software	3,000			3,000
	Total 71100 - Regular Instruction	3,000	-	-	3,000

ACCOUNT CODE	DESCRIPTION	AMENDED	INCREASE	DECREASE	AMENDED
		BUDGET 7/17/2025			BUDGET 8/21/2025
141-1-222-0225-2-71300-5116E0-PBEN-0000-222	CTE Teacher (.5 FTE)	29,596			29,596
141-1-222-0225-2-71300-514090-0000-0000-222	Stipends	25,434			25,434
141-1-222-0225-2-71300-520110-0000-0000-222	Social Security	1,577			1,577
141-1-222-0225-2-71300-520110-PBEN-0000-222	Social Security	1,835			1,835
141-1-222-0225-2-71300-520410-0000-0000-222	State Retirement	2,111			2,111
141-1-222-0225-2-71300-520410-PBEN-0000-222	State Retirement	2,368			2,368
141-1-222-0225-2-71300-520610-PBEN-0000-222	Life Insurance	20			20
141-1-222-0225-2-71300-520710-PBEN-0000-222	Health Insurance	6,660			6,660
141-1-222-0225-2-71300-520810-PBEN-0000-222	Dental Insurance	147			147
141-1-222-0225-2-71300-521010-PBEN-0000-222	Unemployment Compensation	7			7
141-1-222-0225-2-71300-521210-0000-0000-222	Medicare	369			369
141-1-222-0225-2-71300-521210-PBEN-0000-222	Medicare	429			429
141-1-222-0225-2-71300-521710-0000-0000-222	State Retirement Hybrid	509			509
141-1-222-0225-2-71300-521710-PBEN-0000-222	State Retirement Hybrid	296			296
141-1-222-0225-2-71300-529910-PBEN-0000-222	Long Term Disability	54			54
141-1-222-0225-2-71300-529930-PBEN-0000-222	Short Term Disability	58			58
141-1-222-0225-2-71300-542910-0000-0000-222	Instructional Supplies & Materials	2,500			2,500
141-1-222-0225-2-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	2,500			2,500
141-1-222-0225-2-71300-547110-0000-0000-222	Software	2,500			2,500
141-1-222-0225-2-71300-559990-0000-0000-222	Other Charges	10,000			10,000
141-1-222-0225-2-71300-573010-0000-0000-222	Equipment Vocational	130,530			130,530
	Total 71300 - Vocational Education Instruction	219,500	-	-	219,500
141-1-222-0225-2-72230-514090-0000-0000-222	Stipends	4,240			4,240
141-1-222-0225-2-72230-520110-0000-0000-222	Social Security	263			263
141-1-222-0225-2-72230-520410-0000-0000-222	State Retirement	352			352
141-1-222-0225-2-72230-521210-0000-0000-222	Medicare	61			61
141-1-222-0225-2-72230-521710-0000-0000-222	State Retirement Hybrid	84			84
141-1-222-0225-2-72230-552410-0000-0000-222	In-Service/Staff Development	2,500			2,500
	Total 72230 - Vocational Instruction Staff Support	7,500	-	-	7,500
141-1-222-0225-2-72710-531410-0000-0000-222	Contracts w/ Public Carriers	15,000			15,000
	Total 72710 - Contracts w/ Public Carriers	15,000	-	-	15,000
	Total - Soddy Daisy Middle School	245,000	-	-	245,000
Tyner Middle High					
141-1-222-0238-4-71100-549990-0000-0000-222	Other Supplies & Materials	10,000			10,000
141-1-222-0238-4-71100-572210-0000-0000-222	Regular Instruction Equipment	271,000			271,000
	Total 71100 - Regular Instruction	281,000	-	-	281,000
141-1-222-0238-4-71300-514090-0000-0000-222	Stipends	56,059			56,059
141-1-222-0238-4-71300-520110-0000-0000-222	Social Security	3,475			3,475
141-1-222-0238-4-71300-520410-0000-0000-222	State Retirement	3,532			3,532
141-1-222-0238-4-71300-521210-0000-0000-222	Medicare	813			813
141-1-222-0238-4-71300-521710-0000-0000-222	State Retirement Hybrid	1,121			1,121
141-1-222-0238-4-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	20,000			20,000
141-1-222-0238-4-71300-547110-0000-0000-222	Software	15,000			15,000
141-1-222-0238-4-71300-549990-0000-0000-222	Other Supplies & Materials	30,000			30,000
141-1-222-0238-4-71300-559990-0000-0000-222	Other Charges	10,000			10,000
141-1-222-0238-4-71300-573010-0000-0000-222	Equipment Vocational	100,000			100,000
	Total 71300 - Vocational Education Instruction	240,000	-	-	240,000
141-1-222-0238-4-72230-519610-0000-0000-222	Stipends	46,415			46,415
141-1-222-0238-4-72230-520110-0000-0000-222	Social Security	2,528			2,528
141-1-222-0238-4-72230-520410-0000-0000-222	State Retirement	4,034			4,034
141-1-222-0238-4-72230-521210-0000-0000-222	Medicare	673			673
141-1-222-0238-4-72230-521710-0000-0000-222	State Retirement Hybrid	350			350
141-1-222-0238-4-72230-549990-0000-0000-222	Other Supplies & Materials	10,000			10,000
141-1-222-0238-4-72230-552410-0000-0000-222	In-Service/Staff Development	15,000			15,000
	Total 72230 - Vocational Instruction Staff Support	79,000	-	-	79,000
141-1-222-0238-4-72710-531410-0000-0000-222	Contracts w/ Public Carriers	10,000			10,000
	Total 72710 - Contracts w/ Public Carriers	10,000	-	-	10,000
	Total - Tyner Academy	610,000	-	-	610,000

ACCOUNT CODE	DESCRIPTION	AMENDED	INCREASE	DECREASE	AMENDED
		BUDGET			BUDGET
		7/17/2025			8/21/2025
STEM School					
141-1-222-0280-3-71100-572210-0000-0000-222	Regular Instruction Equipment	64,279			64,279
	Total 71100 - Regular Instruction	64,279	-	-	64,279
141-1-222-0280-3-71300-5116E0-PBEN-0000-222	STEM Teacher (.50 FTE)	32,742			32,742
141-1-222-0280-3-71300-520110-PBEN-0000-222	Social Security	2,030			2,030
141-1-222-0280-3-71300-520410-PBEN-0000-222	State Retirement	2,619			2,619
141-1-222-0280-3-71300-520610-PBEN-0000-222	Life Insurance	20			20
141-1-222-0280-3-71300-520710-PBEN-0000-222	Health Insurance	6,660			6,660
141-1-222-0280-3-71300-520810-PBEN-0000-222	Dental Insurance	147			147
141-1-222-0280-3-71300-521010-PBEN-0000-222	Unemployment Compensation	7			7
141-1-222-0280-3-71300-521210-PBEN-0000-222	Medicare	475			475
141-1-222-0280-3-71300-521710-PBEN-0000-222	State Retirement Hybrid	327			327
141-1-222-0280-3-71300-529910-PBEN-0000-222	Long Term Disability	54			54
141-1-222-0280-3-71300-529930-PBEN-0000-222	Short Term Disability	58			58
141-1-222-0280-3-71300-542910-0000-2222-222	Instructional Supplies & Materials - Consumables	25,000			25,000
141-1-222-0280-3-71300-547110-0000-0000-222	Software	3,000			3,000
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	95,582			95,582
	Total 71300 - Vocational Education Instruction	173,721	-	-	173,721
141-1-222-0280-3-72230-552410-0000-0000-222	In-Service/Staff Development	10,000			10,000
	Total 72230 - Vocational Instruction Staff Support	10,000	-	-	10,000
141-1-222-0280-3-72710-531410-0000-0000-222	Contracts w/ Public Carriers	5,000			5,000
	Total 72710 - Contracts w/ Public Carriers	5,000	-	-	5,000
141-1-222-0280-3-76100-570710-0000-0000-222	Building Improvements	2,000			2,000
	Total 76100 - Regular Capital Outlay	2,000	-	-	2,000
	Total - STEM School	255,000	-	-	255,000
	TOTAL BUDGET	10,575,000	326,184	(326,184)	10,575,000

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
 SELF-FUNDED PROGRAMS
 NURSING SERVICES
 BUDGET FISCAL YEAR 2025-2026**

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2026			AMENDED
		BUDGET	INCREASE	DECREASE	BUDGET
		DOCUMENT			8/21/2025
141-5-419-0000-0-00000-439900-0000-0000	Other Charges for Services	260,000	15,000	-	275,000
141-5-419-0000-0-00000-4T4555-0000-0000	Restricted for Education	79,036	-	-	79,036
	Total Source of Funds	339,036	15,000	-	354,036

USE OF FUNDS SUMMARY

72120	Health Services	339,036	15,000	-	354,036
	Total Use of Funds	339,036	15,000	-	354,036

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	FY2026			AMENDED
		BUDGET	INCREASE	DECREASE	BUDGET
		DOCUMENT			8/21/2025
141-5-419-0000-0-72120-516210-PBEN-0000	Clerical Personnel	43,500			43,500
141-5-419-0000-0-72120-519610-0000-0000	Stipends	20,000			20,000
141-5-419-0000-0-72120-520110-PBEN-0000	Social Security	2,700			2,700
141-5-419-0000-0-72120-520110-0000-0000	Social Security	1,240			1,240
141-5-419-0000-0-72120-520410-PBEN-0000	Retirement	4,655			4,655
141-5-419-0000-0-72120-520610-PBEN-0000	Life Insurance	40			40
141-5-419-0000-0-72120-520710-PBEN-0000	Health Insurance	13,320			13,320
141-5-419-0000-0-72120-520810-PBEN-0000	Dental	294			294
141-5-419-0000-0-72120-521010-PBEN-0000	Unemployment	14			14
141-5-419-0000-0-72120-521210-PBEN-0000	Medicare	640			640
141-5-419-0000-0-72120-521210-0000-0000	Medicare	290			290
141-5-419-0000-0-72120-521710-PBEN-0000	State Retirement Hybrid	870			870
141-5-419-0000-0-72120-529910-PBEN-0000	Long Term Disability	107			107
141-5-419-0000-0-72120-529930-PBEN-0000	Short Term Disability	116			116
141-5-419-0000-0-72120-539990-0000-0000	Other Contracted Services	85,000	15,000		100,000
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	9,000			9,000
141-5-419-0000-0-72120-549990-0000-0000	Other Supplies & Materials	6,500			6,500
141-5-419-0000-0-72120-552410-0000-0000	In-Service/Staff Development	30,000			30,000
141-5-419-0000-0-72120-573510-0000-0000	Equipment Health	55,750			55,750
	Total 72120 - Health Services	339,036	15,000	-	354,036
	TOTAL BUDGET	339,036	15,000	-	354,036

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
 SELF-FUNDED PROGRAMS
 TENNESSEE TITANS
 BUDGET FISCAL YEAR 2025-2026
 FY25 carryover is \$1,124.14**

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2026 BUDGET			AMENDED BUDGET
		DOCUMENT	INCREASE	DECREASE	8/21/2025
141-5-420-0000-0-00000-4T4555-0000-0000	Restricted for Education	1,000	124	-	1,124
	Total Source of Funds	1,000	124	-	1,124

USE OF FUNDS SUMMARY

71400	Student Body Educational Program	1,000	124	-	1,124
	Total Use of Funds	1,000	124	-	1,124

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	FY2026 BUDGET			AMENDED BUDGET
		DOCUMENT	INCREASE	DECREASE	8/21/2025
<u>TN Titans - Flag Football</u>					
141-5-420-6000-0-71400-559990-0000-0000	Other Charges	1,000	124	-	1,124
	Total 71400 - Student Body Educational Program	1,000	124	-	1,124
	TOTAL BUDGET	1,000	124	-	1,124

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
 SELF-FUNDED PROGRAMS
 TN RISK MANAGEMENT TRUST SAFETY GRANT
 BUDGET FISCAL YEAR 2025-2026**
 FY25 carryover is \$2,601.56

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2026 BUDGET			AMENDED BUDGET
		DOCUMENT	INCREASE	DECREASE	8/21/2025
141-5-421-0000-0-00000-4T4555-0000-0000	Restricted for Education	2,000	601	-	2,601
	Total Source of Funds	2,000	601	-	2,601

USE OF FUNDS SUMMARY

72610	Operation of Plant	2,000	601	-	2,601
	Total Use of Funds	2,000	601	-	2,601

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	FY2026 BUDGET			AMENDED BUDGET
		DOCUMENT	INCREASE	DECREASE	8/21/2025
141-5-421-0000-0-72610-552410-0000-0000	In-Service/Staff Development	2,000	601	-	2,601
	Total 72610 - Operation of Plant	2,000	601	-	2,601
	TOTAL BUDGET	2,000	601	-	2,601

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
 SELF-FUNDED PROGRAMS
 HAMILTON COUNTY GOVERNMENT FUNDS
 BUDGET FISCAL YEAR 2025-2026**

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET			AMENDED BUDGET
		7/3/2025	INCREASE	DECREASE	8/21/2025
141-5-435-0000-0-00000-481300-0000-0000-435	Other Government Contributions	22,250,000	7,160,249	-	29,410,249
	Total Source of Funds	22,250,000	7,160,249	-	29,410,249

USE OF FUNDS SUMMARY

76100 Capital Outlay	22,250,000	27,160,249	(20,000,000)	29,410,249
Total Use of Funds	22,250,000	27,160,249	(20,000,000)	29,410,249

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET			AMENDED BUDGET
		7/3/2025	INCREASE	DECREASE	8/21/2025
Budget					
141-5-435-0000-0-76100-570710-0000-BUDG-A09	Building Improvements	20,000,000		(20,000,000)	-
	Total 76100 - Capital Outlay	20,000,000	-	(20,000,000)	-
Deferred Maintenance					
District 1					
141-5-435-0196-4-76100-570710-0000-1201-A09	Building Improvements - Ed Cap -Sequoyah Roof	-	1,681,708		1,681,708
141-5-435-0196-4-76100-570710-0000-1201-A09	Building Improvements - Ed Cap -Sequoyah Fans	-	50,000		50,000
141-5-435-0190-4-76100-570710-0000-1201-A09	Building Improvements - Ed Cap -Sale Creek Bleachers	-	55,019		55,019
141-5-435-0220-3-76100-570710-0000-1201-A09	Building Improvements - Ed Cap -SDHS Security	-	39,336		39,336
141-5-435-0220-3-76100-570710-0000-1201-A09	Building Improvements - Ed Cap -SDHS Brick Repair	-	738,087		738,087
141-5-435-0147-1-76100-570710-0000-1201-A09	Building Improvements - Ed Cap -NHES Roof	-	728,755		728,755
141-5-435-0050-1-76100-570710-0000-1201-A09	Building Improvements - Ed Cap -Daisy Elem-Fire Alarm	-	100,000		100,000
141-5-435-0230-1-76100-570710-0000-1201-A09	Building Improvements - Ed Cap -Soddy Elem-Auditorium Roof	-	102,000		102,000
141-5-435-0220-3-76100-570710-0000-1201-A09	Building Improvements - Ed Cap -Soddy Daisy High-JROTC Roof	-	59,000		59,000
141-5-435-0220-3-76100-570710-0000-1201-A09	Building Improvements - Ed Cap -Soddy Daisy High - Weight Room Renovat	-	120,657		120,657
141-5-435-0147-1-76100-570710-0000-1201-A09	Building Improvements - Ed Cap -North Hamilton Co Elem - Water Heaters	-	25,000		25,000
	Total 76100 - Capital Outlay - District 1	-	3,699,562	-	3,699,562
District 2					
141-5-435-0171-1-76100-570710-0000-1202-A09	Building Improvements - Ed Cap -RBE-Partial Roof	-	120,000		120,000
141-5-435-0240-1-76100-570710-0000-1202-A09	Building Improvements - Ed Cap -Thrasher-Chiller	-	177,000		177,000
141-5-435-0210-4-76100-570710-0000-1202-A09	Building Improvements - Ed Cap -SMMHS Turf Field	-	560		560
	Total 76100 - Capital Outlay - District 2	-	297,560	-	297,560
District 3					
141-5-435-0128-3-76100-570710-0000-1203-A09	Building Improvements - Ed Cap -Hixson High-Chiller	-	150,000		150,000
141-5-435-0019-1-76100-570710-0000-1203-A09	Building Improvements - Ed Cap -Big Ridge-Chiller	-	157,000		157,000
141-5-435-0128-3-76100-570710-0000-1203-A09	Building Improvements - Ed Cap -Hixson High - Vocational Rooftop Units	-	115,000		115,000
141-5-435-0120-2-76100-570710-0000-1203-A09	Building Improvements - Ed Cap -Loftis Middle-Chiller	-	380,000		380,000
141-5-435-0120-2-76100-570710-0000-1203-A09	Building Improvements - Ed Cap - Loftis Middle-Lobby/Clear Story Windows	-	36,000		36,000
141-5-435-0051-1-76100-570710-0000-1203-A09	Building Improvements - Ed Cap - McConnell Elem	2,000,000			2,000,000
	Total 76100 - Capital Outlay - District 3	2,000,000	838,000	-	2,838,000
District 4					
141-5-435-0046-4-76100-570710-0000-1204-A09	Building Improvements - Ed Cap -CSAS Auditorium Roof	-	120,000		120,000
141-5-435-0200-2-76100-570710-0000-1204-A09	Building Improvements - Ed Cap -OKMS HVAC	-	6,000,000		6,000,000
141-5-435-0046-4-76100-570710-0000-1204-A09	Building Improvements - Ed Cap -CSAS - Lower - Elementary Roof	-	62,000		62,000
141-5-435-0000-0-76100-570710-0000-1204-A09	Building Improvements - Ed Cap -Hillcrest Center-Security Entrance	-	30,000		30,000
141-5-435-0110-1-76100-570710-0000-1204-A09	Building Improvements - Ed Cap - Hardy Elem Playground	250,000			250,000
	Total 76100 - Capital Outlay - District 4	250,000	6,212,000	-	6,462,000
District 5					
141-5-435-0245-1-76100-570710-0000-1205-A09	Building Improvements - Ed Cap -Woodmore Shingle Roof	-	95,000		95,000
141-5-435-0245-1-76100-570710-0000-1205-A09	Building Improvements - Ed Cap -Woodmore-Boiler	-	200,000		200,000
141-5-435-0245-1-76100-570710-0000-1205-A09	Building Improvements - Ed Cap - Woodmore Elem - Brown Modified Roof	-	60,000		60,000
141-5-435-7056-7-76100-570710-0000-1205-A09	Building Improvements - Ed Cap -Dawn Program-Fencing	-	19,541		19,541
	Total 76100 - Capital Outlay - District 5	-	374,541	-	374,541
District 6					
141-5-435-0041-4-76100-570710-0000-1206-A09	Building Improvements - Ed Cap -NPMMS Fencing	-	111,050		111,050
141-5-435-0041-4-76100-570710-0000-1206-A09	Building Improvements - Ed Cap -NPMMS Fire Alarm	-	1,986		1,986
141-5-435-0175-3-76100-570710-0000-1206-A09	Building Improvements - Ed Cap -RBHS Renovation	-	22,409		22,409
141-5-435-0175-3-76100-570710-0000-1206-A09	Building Improvements - Ed Cap -RBHS Elevator	-	567		567
141-5-435-0045-4-76100-570710-0000-1206-A09	Building Improvements - Ed Cap -CCA Theatre Seating	-	206,441		206,441
141-5-435-0041-4-76100-570710-0000-1206-A09	Building Improvements - Ed Cap -NPMMS Elevator	-	737		737
141-5-435-0041-4-76100-570710-0000-1206-A09	Building Improvements - Ed Cap -NPMMS Windows	-	530,000		530,000
	Total 76100 - Capital Outlay - District 6	-	873,190	-	873,190
District 7					
141-5-435-0059-3-76100-570710-0000-1207-A09	Building Improvements - Ed Cap - EHHS Parking Lot	-	72		72
141-5-435-0059-3-76100-570710-0000-1207-A09	Building Improvements - Ed Cap -EHHS Stadium/Turf	-	18,451		18,451
141-5-435-0059-3-76100-570710-0000-1207-A09	Building Improvements - Ed Cap - EHHS Stair Treads	-	15,000		15,000
	Total 76100 - Capital Outlay - District 7	-	33,523	-	33,523

District 8

141-5-435-0070-3-76100-570710-0000-1208-A09	Building Improvements - Ed Cap - ERHS Ceiling Demo	-	750,000	750,000
141-5-435-0070-3-76100-570710-0000-1208-A09	Building Improvements - Ed Cap - ERHS Softball Field	-	93,082	93,082
141-5-435-0070-3-76100-539990-0000-1208-A09	Other Contracted Services - ERHS Gym Floor/Paint	-	44,165	44,165
141-5-435-0235-1-76100-570710-0000-1208-A09	Building Improvements - Ed Cap - Spring Creek-Fire Alarm	-	72,000	72,000
141-5-435-0070-3-76100-570710-0000-1208-A09	Building Improvements - Ed Cap - ERHS Gym Roof	-	112,000	112,000
	Total 76100 - Capital Outlay - District 8		- 1,071,247	- 1,071,247

District 9

141-5-435-0100-2-76100-570710-0000-1209-A09	Building Improvements - Ed Cap - Hunter Baseball Fld	-	2,100	2,100
141-5-435-0040-3-76100-570710-0000-1209-A09	Building Improvements - Ed Cap - Central Bleachers	-	500,000	500,000
141-5-435-0040-3-76100-570710-0000-1209-A09	Building Improvements - Ed Cap - Central Rooftop Units	-	3,199,774	3,199,774
141-5-435-0215-1-76100-570710-0000-1209-A09	Building Improvements - Ed Cap - Snow Hill Chiller	-	237,012	237,012
141-5-435-0215-1-76100-570710-0000-1209-A09	Building Improvements - Ed Cap - Snow Hill Roof/Addi	-	1,213,947	1,213,947
	Total 76100 - Capital Outlay - District 9		- 5,152,833	- 5,152,833

District 10

141-5-435-0160-3-76100-570710-0000-1210-A09	Building Improvements - Ed Cap - OHS Chiller	-	70,000	70,000
141-5-435-0160-3-76100-570710-0000-1210-A09	Building Improvements - Ed Cap - OHS Track	-	75,803	75,803
141-5-435-0017-1-76100-570710-0000-1210-A09	Building Improvements - Ed Cap - BTES Roof	-	6,400	6,400
141-5-435-0017-1-76100-570710-0000-1210-A09	Building Improvements - Ed Cap - BTES Controls	-	7,050	7,050
141-5-435-0260-1-76100-570710-0000-1210-A09	Building Improvements - Ed Cap - Wallace Smith Controls	-	450,000	450,000
141-5-435-0100-2-76100-570710-0000-1210-A09	Building Improvements - Ed Cap - Hunter Mid Controls	-	725,000	725,000
141-5-435-0157-2-76100-570710-0000-1210-A09	Building Improvements - Ed Cap - Ooltewah Mid-Roof	-	430,000	430,000
	Total 76100 - Capital Outlay - District 10		- 1,764,253	- 1,764,253

District 11

141-5-435-0064-2-76100-570710-0000-1211-A09	Building Improvements - Ed Cap - ELA EPDM Roof	-	740,925	740,925
141-5-435-0137-3-76100-570710-0000-1211-A09	Building Improvements - Ed Cap - Howard High-Settling	-	492,750	492,750
141-5-435-0125-1-76100-570710-0000-1211-A09	Building Improvements - Ed Cap - Lkt Mtn Cafeteria Roof	-	271,515	271,515
141-5-435-0125-1-76100-570710-0000-1211-A09	Building Improvements - Ed Cap - Lkt Mtn Controls	-	2,750	2,750
141-5-435-0165-4-76100-539990-0000-1211-A09	Other Contracted Services - LVMHS Gym Floor	-	-	-
141-5-435-0165-4-76100-570710-0000-1211-A09	Building Improvements - Ed Cap - LVMHS Wallpacks	-	1,409,336	1,409,336
141-5-435-0241-1-76100-570710-0000-1211-A09	Building Improvements - Ed Cap - LVE Roof,Ceiling	-	855,898	855,898
141-5-435-0241-1-76100-570710-0000-1211-A09	Building Improvements - Ed Cap - LVE Restrooms	-	90,000	90,000
141-5-435-0037-1-76100-570710-0000-1211-A09	Building Improvements - Ed Cap - Donaldson Roof	-	67,000	67,000
141-5-435-0063-1-76100-570710-0000-1211-A09	Building Improvements - Ed Cap - East Lake Ele Chiller	-	220,000	220,000
141-5-435-0063-1-76100-570710-0000-1211-A09	Building Improvements - Ed Cap - East Lake Ele Water Heater	-	29,734	29,734
	Total 76100 - Capital Outlay - District 11		- 4,179,908	- 4,179,908

District Projects

141-5-435-0000-0-76100-570710-0000-1212-A09	Building Improvements - Ed Cap - Service Center Roof	-	326,050	326,050
141-5-435-0000-0-76100-539990-0000-1212-A09	Other Contracted Services - CSLA/Dawn Demo	-	605,519	605,519
141-5-435-6000-0-76100-539990-0000-1212-A09	Other Contracted Services - System Wide Painting	-	845,573	845,573
141-5-435-6000-0-76100-570710-0000-1212-A09	Building Improvements - Ed Cap - System Wide Alarms	-	50,000	50,000
141-5-435-6000-0-76100-539990-0000-1212-A09	Other Contracted Services - Flooring System Wide	-	100,000	100,000
141-5-435-6000-0-76100-539990-0000-1212-A09	Other Contracted Services - Asbestos Abatement-System	-	150,000	150,000
141-5-435-6000-0-76100-570710-0000-1212-A09	Building Improvement - Ed Cap Playground Safety System wide	-	150,000	150,000
141-5-435-6000-0-76100-570710-0000-1212-A09	Building Improvement - Ed Cap HVAC System wide	-	150,000	150,000
141-5-435-6000-0-76100-570710-0000-1212-A09	Building Improvement - Ed Cap Marker Boards System wide	-	50,000	50,000
141-5-435-6000-0-76100-570710-0000-1212-A09	Building Improvement - Ed Cap Fencing System wide	-	136,490	136,490
141-5-435-6000-0-76100-570710-0000-1212-A09	Building Improvement - Ed Cap Fire Code Upgrades System wide	-	100,000	100,000
	Total 76100 - Capital Outlay - District Wide		- 2,663,632	- 2,663,632

Total Deferred Maintenance Phase 1

22,250,000	27,160,249	(20,000,000)	29,410,249
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TOTAL BUDGET

22,250,000	27,160,249	(20,000,000)	29,410,249
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**HAMILTON COUNTY DEPARTMENT OF EDUCATION
 SELF-FUNDED PROGRAMS
 FUTURE READY INSTITUTES - THE HOWARD SCHOOL
 BUDGET FISCAL YEAR 2025-2026**

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2026 BUDGET 8/21/2025
141-5-444-0000-0-00000-445700-0000-0000	Contributions & Gifts	17,054
	Total Source of Funds	17,054

USE OF FUNDS SUMMARY

72620	Maintenance of Plant	17,054
	Total Use of Funds	17,054

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	FY2026 BUDGET 8/21/2025
141-5-444-0137-3-72620-539990-0000-0000	Other Contracted Services	17,054
	Total 72620 - Maintenance of Plant	17,054
	TOTAL BUDGET	17,054

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
 SELF-FUNDED PROGRAMS
 CAREER & TECHNICAL SURPLUS
 BUDGET FISCAL YEAR 2025-2026**
 FY25 carryover is \$38,619.33

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2026 BUDGET DOCUMENT	INCREASE	DECREASE	AMENDED BUDGET 8/21/2025
141-5-445-0000-0-00000-4T4555-0000-0000	Restricted For Education	30,000	8,619	-	38,619
141-5-445-0000-0-00000-445300-0000-0000	Sale of Equipment	5,000	-	(5,000)	-
	Total Source of Funds	35,000	8,619	(5,000)	38,619

USE OF FUNDS SUMMARY

71300	Vocational Education	35,000	3,619	-	38,619
	Total Use of Funds	35,000	3,619	-	38,619

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	FY2026 BUDGET DOCUMENT	INCREASE	DECREASE	AMENDED BUDGET 8/21/2025
141-5-445-0000-0-71300-573010-0000-0000	Equipment Vocational	35,000	3,619	-	38,619
	Total 71300 - Vocational Education	35,000	3,619	-	38,619
	TOTAL BUDGET	35,000	3,619	-	38,619

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
 SELF-FUNDED PROGRAMS
 FUTURE READY INSTITUTES - BCBS
 BUDGET FISCAL YEAR 2025-2026
 FY25 carryover is \$99,867.92**

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET		
		7/17/2025	INCREASE	DECREASE
141-5-446-0000-0-00000-4T4555-0000-0000	Restricted for Education	103,033	-	(3,165)
141-5-446-0000-0-00000-445700-0000-0000	Contributions & Gifts	-	100,000	-
	Total Source of Funds	103,033	100,000	(3,165)

USE OF FUNDS SUMMARY

		AMENDED BUDGET		
		7/17/2025	INCREASE	DECREASE
71100	Regular Instruction	78,892	95,835	-
72210	Instructional Support	16,641	-	-
72710	Transportation	2,500	-	-
76100	Regular Capital Outlay	5,000	1,000	-
	Total Use of Funds	103,033	96,835	-

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	AMENDED BUDGET		
		7/17/2025	INCREASE	DECREASE
<u>Red Bank High School</u>				
141-5-446-0175-3-71100-514090-0000-0000	Stipends	865		865
141-5-446-0175-3-71100-520110-0000-0000	Social Security	53		53
141-5-446-0175-3-71100-520410-0000-0000	State Retirement	69		69
141-5-446-0175-3-71100-521210-0000-0000	Medicare	13		13
141-5-446-0175-3-71100-533610-0000-0000	Maintenance & Repairs Equipment	100		100
141-5-446-0175-3-71100-542910-0000-0000	Instructional Supplies	1,000	45,835	46,835
141-5-446-0175-3-71100-549990-0000-0000	Other Supplies and Materials	1,000		1,000
141-5-446-0175-3-71100-559990-0000-0000	Other Charges	1,000		1,000
141-5-446-0175-3-71100-572210-0000-0000	Equipment	1,000		1,000
	Total 71100 - Regular Instruction	5,100	45,835	-
141-5-446-0175-3-72210-519610-0000-0000	Stipends	6,100		6,100
141-5-446-0175-3-72210-520110-0000-0000	Social Security	378		378
141-5-446-0175-3-72210-520410-0000-0000	State Retirement	488		488
141-5-446-0175-3-72210-521210-0000-0000	Employer Medicare	88		88
141-5-446-0175-3-72210-552410-0000-0000	In-Service/Staff Development	566		566
	Total 72210 - Instructional Support	7,620	-	-
141-5-446-0175-3-72710-531410-0000-0000	Contracts with Public Carriers	500		500
	Total 72710 - Transportation	500	-	-
141-5-446-0175-3-76100-570710-0000-0000	Building Improvements	5,000	1,000	6,000
	Total 72710 - Transportation	5,000	1,000	-
	Total - Red Bank High School	18,220	46,835	-

ACCOUNT CODE	DESCRIPTION	AMENDED	INCREASE	DECREASE	AMENDED
		BUDGET			BUDGET
		7/17/2025			8/21/2025
Soddy Daisy High School					
141-5-446-0220-3-71100-514090-0000-0000	Teachers - Extended Contract	2,000			2,000
141-5-446-0220-3-71100-520110-0000-0000	Social Security	309			309
141-5-446-0220-3-71100-520410-0000-0000	State Retirement	514			514
141-5-446-0220-3-71100-521210-0000-0000	Employer Medicare	72			72
141-5-446-0220-3-71100-533610-0000-0000	Maintenance & Repairs Equipment	2,000			2,000
141-5-446-0220-3-71100-542910-0000-0000	Instructional Supplies	5,000	50,000		55,000
141-5-446-0220-3-71100-549990-0000-0000	Other Supplies and Materials	10,000			10,000
141-5-446-0220-3-71100-559990-0000-0000	Other Charges	5,000			5,000
141-5-446-0220-3-71100-572210-0000-0000	Equipment	48,897			48,897
	Total 71100 - Regular Instruction	73,792	50,000	-	123,792
141-5-446-0220-3-72210-519610-0000-0000	Stipends	2,000			2,000
141-5-446-0220-3-72210-520110-0000-0000	Social Security	699			699
141-5-446-0220-3-72210-520410-0000-0000	State Retirement	1,158			1,158
141-5-446-0220-3-72210-521210-0000-0000	Employer Medicare	164			164
141-5-446-0220-3-72210-552410-0000-0000	In-Service/Staff Development	5,000			5,000
	Total 72210 - Instructional Support	9,021	-	-	9,021
141-5-446-0220-3-72710-531410-0000-0000	Contracts with Public Carriers	2,000			2,000
	Total 72710 - Transportation	2,000	-	-	2,000
	Total - Soddy Daisy High School	84,813	50,000	-	134,813
	TOTAL BUDGET	103,033	96,835	-	199,868

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
 SELF-FUNDED PROGRAMS
 CHARACTER EDUCATION DONATIONS
 BUDGET FISCAL YEAR 2025-2026**

SOURCE OF FUNDS

<u>ACCOUNT CODE</u>	<u>DESCRIPTION</u>	<u>FY2026 BUDGET DOCUMENT</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMENDED BUDGET 8/21/2025</u>
141-5-448-0000-0-00000-4T4555-0000-0000	Restricted for Education	30,000	-	-	30,000
	Total Source of Funds	30,000	-	-	30,000

USE OF FUNDS SUMMARY

72210	Instructional Support	30,000	450	(450)	30,000
	Total Use of Funds	30,000	450	(450)	30,000

USE OF FUNDS DETAIL

<u>ACCOUNT CODE</u>	<u>DESCRIPTION</u>	<u>FY2026 BUDGET DOCUMENT</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMENDED BUDGET 8/21/2025</u>
141-5-448-0000-0-72210-539940-0000-0000	Contracted Printing	5,500			5,500
141-5-448-0000-0-72210-539990-0000-0000	Other Contracted Services	23,000			23,000
141-5-448-0000-0-72210-549990-0000-0000	Other Supplies and Materials	500	450		950
141-5-448-0000-0-72210-559990-0000-0000	Other Charges	1,000		(450)	550
	Total 72210 - Instructional Support	30,000	450	(450)	30,000
	TOTAL BUDGET	30,000	450	(450)	30,000

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
 SELF-FUNDED PROGRAMS
 FUTURE READY INSTITUTES - TYNER ACADEMY
 BUDGET FISCAL YEAR 2025-2026
 FY25 carryover is \$136,693.70**

SOURCE OF FUNDS

ACCOUNT CODE	DESCRIPTION	FY2026			AMENDED
		BUDGET	INCREASE	DECREASE	BUDGET
		DOCUMENT			8/21/2025
141-5-450-0000-0-00000-445700-0000-0000	Contributions and Gifts	-	62,500	-	62,500
141-5-450-0000-0-00000-4T4555-0000-0000	Restricted for Education	150,000	-	(13,306)	136,694
	Total Source of Funds	150,000	62,500	(13,306)	199,194

USE OF FUNDS SUMMARY

71100	Regular Instruction	128,000	49,194	-	177,194
72130	Other Student Support	2,000	-	-	2,000
72210	Instructional Support	10,000	-	-	10,000
72710	Transportation	10,000	-	-	10,000
	Total Use of Funds	150,000	49,194	-	199,194

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	FY2026			AMENDED
		BUDGET	INCREASE	DECREASE	BUDGET
		DOCUMENT			8/21/2025
141-5-450-0238-4-71100-519610-0000-0000	Stipends	17,552			17,552
141-5-450-0238-4-71100-520110-0000-0000	Social Security	1,088			1,088
141-5-450-0238-4-71100-520410-0000-0000	Retirement	1,106			1,106
141-5-450-0238-4-71100-521210-0000-0000	Employer Medicare	254			254
141-5-450-0238-4-71100-542910-0000-0000	Instructional Materials	25,000			25,000
141-5-450-0238-4-71100-547110-0000-0000	Software	6,000			6,000
141-5-450-0238-4-71100-549990-0000-0000	Other Supplies & Materials	7,000			7,000
141-5-450-0238-4-71100-559990-0000-0000	Other Charges	7,000			7,000
141-5-450-0238-4-71100-572210-0000-0000	Equipment - Regular Instruction	63,000	49,194		112,194
	Total 71100 - Regular Instruction	128,000	49,194	-	177,194
141-5-450-0238-4-72130-518990-0000-0000	Other Salaries	1,755			1,755
141-5-450-0238-4-72130-520110-0000-0000	Social Security	109			109
141-5-450-0238-4-72130-520410-0000-0000	Retirement	111			111
141-5-450-0238-4-72130-521210-0000-0000	Employer Medicare	25			25
	Total 72130 - Other Student Support	2,000	-	-	2,000
141-5-450-0238-4-72210-552410-0000-0000	In-Service/Staff Development	10,000			10,000
	Total 72210 - Instructional Support	10,000	-	-	10,000
141-5-450-0238-4-72710-531410-0000-0000	Contracts with Public Carriers	10,000			10,000
	Total 72710 - Transportation	10,000	-	-	10,000
	TOTAL BUDGET	150,000	49,194	-	199,194

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
 SELF-FUNDED PROGRAMS
 TEACHER RECRUITMENT / INDUCTION
 BUDGET FISCAL YEAR 2025-2026**

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2026 BUDGET 8/21/2025
141-5-490-0000-0-00000-445700-0000-0000	Contributions & Gifts	4,500
	Total Source of Funds	4,500

USE OF FUNDS SUMMARY

72520	Human Resources	4,500
	Total Use of Funds	4,500

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	FY2026 BUDGET 8/21/2025
<u>Teacher Recruitment/Induction</u>		
141-5-490-0000-0-72520-559990-0000-0000	Other Charges	4,500
	Total - Recruitment/Retention HR	4,500
	Total 72520 - Human Resources	4,500
	TOTAL BUDGET	4,500

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
 SELF-FUNDED PROGRAMS
 SUPPLEMENTAL SALARIES
 BUDGET FISCAL YEAR 2025-2026**

SOURCE OF FUNDS SUMMARY

<u>ACCOUNT CODE</u>	<u>DESCRIPTION</u>	<u>FY2026 BUDGET DOCUMENT</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMENDED BUDGET 8/21/2025</u>
141-5-493-0000-0-00000-445700-0000-0000-493	Contributions & Gifts	22,358	29,245	-	51,603
	Total Source of Funds	22,358	29,245	-	51,603

USE OF FUNDS SUMMARY

71300	CTE Instruction	22,358	-	-	22,358
72130	Other Student Support	-	29,245	-	29,245
	Total Use of Funds	22,358	29,245	-	51,603

USE OF FUNDS DETAIL

<u>ACCOUNT CODE</u>	<u>DESCRIPTION</u>	<u>FY2026 BUDGET DOCUMENT</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>AMENDED BUDGET 8/21/2025</u>
<u>TCAT Stipends</u>					
141-5-493-6000-0-71300-514090-0000-0000-493	Stipend - Other	19,000			19,000
141-5-493-6000-0-71300-520110-0000-0000-493	Social Security	1,178			1,178
141-5-493-6000-0-71300-520410-0000-0000-493	State Retirement	1,520			1,520
141-5-493-6000-0-71300-521210-0000-0000-493	Medicare	280			280
141-5-493-6000-0-71300-521710-0000-0000-493	State Retirement Hybrid	380			380
	Total 71300 - CTE Instruction	22,358	-	-	22,358
	Total TCAT Stipends	22,358	-	-	22,358
<u>STARS Stipends</u>					
141-5-493-0000-0-72130-519610-0000-9260-493	In Service/Stipends	-	23,903		23,903
141-5-493-0000-0-72130-520110-0000-9260-493	Social Security	-	1,482		1,482
141-5-493-0000-0-72130-520410-0000-9260-493	Retirement	-	3,036		3,036
141-5-493-0000-0-72130-521210-0000-9260-493	State Retirement	-	346		346
141-5-493-0000-0-72130-521710-0000-9260-493	State Retirement Hybrid	-	478		478
	Total 72130 - Other Student Support	-	29,245	-	29,245
	Total STARS Stipends	-	29,245	-	29,245
	TOTAL BUDGET	22,358	29,245	-	51,603

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
 SELF-FUNDED PROGRAMS
 FUND FOR EXCELLENCE
 BUDGET FISCAL YEAR 2025-2026**

SOURCE OF FUNDS SUMMARY

ACCOUNT CODE	DESCRIPTION	FY2026			AMENDED
		BUDGET	INCREASE	DECREASE	BUDGET
		DOCUMENT			8/21/2025
141-5-904-0000-0-00000-439900-0000-0000-904	Other Charges for Services	207,403	-	-	207,403
141-5-904-0000-0-00000-445700-0000-0000-904	Contributions and Donations	-	121,491	-	121,491
	Total Source of Funds	207,403	121,491	-	328,894

USE OF FUNDS SUMMARY

72210 Reg Education Inst Support	207,403	-	-	207,403
72620 Maintenance of Plant	-	121,491	-	121,491
Total Use of Funds	207,403	121,491	-	328,894

USE OF FUNDS DETAIL

ACCOUNT CODE	DESCRIPTION	FY2026			AMENDED
		BUDGET	INCREASE	DECREASE	BUDGET
		DOCUMENT			8/21/2025
141-5-904-0000-0-72210-516110-PBEN-0000-904	Administrative Assistant	61,140			61,140
141-5-904-0000-0-72210-5189A0-PBEN-0000-904	Other Salaries	84,035			84,035
141-5-904-0000-0-72210-520110-PBEN-0000-904	Social Security	9,001			9,001
141-5-904-0000-0-72210-520410-PBEN-0000-904	Retirement	18,436			18,436
141-5-904-0000-0-72210-520610-PBEN-0000-904	Life Insurance	80			80
141-5-904-0000-0-72210-520710-PBEN-0000-904	Health Insurance	26,640			26,640
141-5-904-0000-0-72210-520810-PBEN-0000-904	Dental	588			588
141-5-904-0000-0-72210-521010-PBEN-0000-904	Unemployment	28			28
141-5-904-0000-0-72210-521210-PBEN-0000-904	Medicare	2,105			2,105
141-5-904-0000-0-72210-521710-PBEN-0000-904	State Retirement Hybrid	2,904			2,904
141-5-904-0000-0-72210-529910-PBEN-0000-904	Long Term Disability	214			214
141-5-904-0000-0-72210-529930-PBEN-0000-904	Short Term Disability	232			232
141-5-904-0000-0-72210-543510-0000-0000-904	Office Supplies	1,000			1,000
141-5-904-0000-0-72210-549990-0000-0000-904	Other Supplies and Materials	1,000			1,000
	Total 72210 Reg Educ Inst Support	207,403	-	-	207,403
141-5-904-0021-3-72620-533510-0000-9330-904	Maintenance & Repairs - Building	-	121,491		121,491
	Total 72620 Maintenance of Plant	-	121,491	-	121,491
	TOTAL BUDGET	207,403	121,491	-	328,894

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

From: Dr. Patricia Russell, Executive Director
Social Emotional and Academic Development

Date: August 21, 2025

Subject: Memorandum of Understanding with Centerstone Mental Health Centers, Inc.

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

I am requesting that the Board approve the attached Memorandum of Understanding (MOU) between the Hamilton County Department of Education, Division of Exceptional Education, and Centerstone Community Mental Health Centers, Inc. The purpose of this MOU is to provide school-based mental health services, in Hamilton County Schools, for students exhibiting significant emotional and behavioral challenges.

- Centerstone offers school-based services within many Tennessee schools. Providing integrated mental health treatment for children and adolescents, school-based therapists/case managers work within preschool, elementary, middle and high school classrooms helping students overcome behavioral, emotional, or social problems that interfere with success at school and at home.

Common issues may include:

- Aggression
- Anxiety
- Depression
- Isolation
- Poor social skills
- Stress
- Trauma
- Truancy

School-Based Therapists help students reduce disruptive behavior and improve self-monitoring skills. Integrated as members of the school team, therapists/case managers serve youth in a familiar setting, offering little interruption to their school day. School-based services include:

- Individual and group therapy
- Family counseling
- Classroom observations

- Risk assessments, as needed (suicidal or homicidal)
- Specialized training and support services for parents and teachers
- Collaboration with other community providers
- Linkage to additional community resources

Teachers, school counselors, principals, and parents refer students into the program.

Programs may be funded by state or federal grants, or TennCare. HCDE will not be asked to pay for or bill for any services. We will only be referring students, based on needs. All funding is handled by Centerstone.

Thank you in advance for your consideration of this request.

Opportunity 2030 Commitment Connection

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

MEMORANDUM OF UNDERSTANDING (MOU)

Hamilton County Department of Education

and

Centerstone Community Mental Health Centers, Inc.

The School-Based Services division of Centerstone Community Mental Health Centers, Inc. agrees to enter into an annually renewable agreement with the Hamilton County Board of Education. Centerstone will employ staff providing School-Based Mental Health Services in designated Hamilton County Schools. The staff will be an employee of Centerstone's School-Based Program and will have experience working with school age children who have emotional and behavioral challenges.

Hamilton County Schools will:

- provide a suitable private space for individual counseling
- develop a referral system for services
- support the counseling services to allow the School-Based Therapist access to the students and classrooms **in accordance with established school policies and procedures**
- include School-Based Therapist in IEP meetings, S-teams, and other appropriate meetings **at the request of the parent or guardian**
- provide feedback on the performance of the School-Based Therapist as requested

Centerstone will:

- provide School-Based Therapists who will be full-time in Hamilton County
- provide administrative and clinical supervision for staff weekly
- provide liability insurance as required by HCDE
- obtain parental permission as necessary prior to the delivery of services to students
- maintain a caseload of 30 clients that meet insurance requirements (15 for part-time)
- facilitate access and referrals to other clinic services and community-based programs
- provide Individual and/or Family Therapy services
- provide therapy groups with identified clients when feasible
- conduct home visits as needed
- provide teacher consultation, support, and training as deemed necessary



- safeguard all rights of the child as legally and ethically required
- communicate on a weekly basis with designated administrative personnel in order to improve coordination of services
- coordinate services with the child’s mental health provider and other pertinent community staff
- communicate with parents/guardians regarding student’s behavior as necessary
- keep all documentation (progress notes, care plans, assessments) in Centerstone agency’s electronic medical record
- ensure staff has access to a cell phone and laptop

Centerstone’s School-Based Therapist hired to work within Hamilton County Schools will meet all standards set by Centerstone’s credentialing committee to ensure candidates have met all new hire requirements. These requirements will comply with Hamilton County Board of Education’s hiring policies and Centerstone will be able to produce the required documentation if requested.

All Centerstone applicants for employment and all current employees must supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation (FBI) prior to permitting the person to have contact with children or enter school grounds; Hamilton County Schools will not allow an employee to come in direct contact with school children or enter the grounds of a school when children are present until the criminal history records check has been conducted; and Hamilton County Schools will not allow an employee to come in direct contact with school children or to children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sexual offender as defined in Tenn. Code Ann. § 40-39-202.

Centerstone agrees to protect, defend, indemnify, and hold harmless Hamilton County Schools, as well as its agents and employees, against any claims, demands, or causes of action asserting any injuries, losses, or costs, including, but not limited to, court costs or attorneys’ fees, arising out of or in a way related to the rendering of services pursuant to this Agreement or its relationship with Hamilton County Schools.

This agreement will take effect August 21, 2025 and will automatically renew each year unless there is written notification. Centerstone or Hamilton County Board of Education may cancel this agreement with ninety days' written notice.

_____ Superintendent of Schools Date Hamilton County Board of Education	_____ Date
_____ Chairman of the Board Date Hamilton County Board of Education	_____ Date
_____ Regional Vice President Date Centerstone	_____ Date

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

From: Dr. Zac Brown, Chief Talent Officer, Talent

Date: August 21, 2025

Subject: District Differentiated Pay Plan 2025-2026

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Please find the attached Differentiated Pay Plan for 2025-2026. The premise is similar to the prior utilization of former state and federal grant funds to recruit, staff, and retain hard-to-staff positions in high-need schools.

Provisions that remain from prior years include the following:

- National Board for Professional Teaching Standards certification for Certified Teacher stipends
- Department Chairs/Team Leaders/Grade Level Chairs stipends
- Stipends for Professional Development
- Salary supplements for secondary math and science
- Salary supplements for all eligible certified teachers in Promise Schools and Hope Schools with addition of Dawn as a Hope School*

We request your approval of this plan for submission to the State Board of Education.

Thank you in advance for your consideration of this request. Please do not hesitate to contact me if you have any questions.

Enclosure (1)

Opportunity 2030 Commitment Connection

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- Every School Equipped
- Every Employee Valued
- Every Community Served



Differentiated Pay Plan 2025-2026

Differentiated Element	Description	Compensation Type and Size	Reach
Summary Description	Describe how the district will differentiate for this element. Include the criteria for receiving the award. (NOTE: All activities and compensation are subject to the availability of funding.)	Will the compensation be given as a stipend or a total compensation increase? How much will qualifying teachers receive?	How many employees are eligible for the award? How many estimated employees will receive the award?
Additional Instructional Roles or Responsibilities	The district will compensate all certificated instructors serving as Grade Level Chairpersons (Elementary), Team Leaders (Middle School), and Department Chairpersons (High School).	The compensation will be at a rate of \$15 per month, per instructor within the Chairperson's or Team Leader's responsibility - for a total of \$150 annually per teacher in their department. This supplement will be paid twice annually, at the end of each semester.	All certificated employees are eligible. School principals are responsible for the selection of Team Leaders and Chairpersons. Received by approximately 615 teachers.
	The district agrees to pay a stipend to teachers for attendance at selected PD activities outside the normal school day and/or calendar.	Compensation – at a minimum of \$20 hourly – will be paid as a stipend upon verification of attendance.	All certificated employees are eligible. Received by approx. 750 employees.
	Content lead teachers will be assigned in elementary, middle and high content areas including literacy, math, science, social studies, and related arts. These teachers work an extended calendar which includes thirty to fifty-nine additional days.	Content lead teachers will be paid for each of the additional thirty to fifty-nine days worked based on their salary scale.	All certified employees are eligible. Available positions are posted district wide. Received by approx. 40 employees.
	Lead Teachers - selected by the Exceptional Education Department - assist district-wide in instructional modification and procedural compliance. These teachers work an extended calendar of up to forty additional days.	Same as above.	Same as above. Received by approx. 12 employees.

	<p>Multi-Classroom Leaders (MCL) – Selected teachers meet baseline expectations for years of experience and participation in leadership development pathway.</p>	<p>Multi-classroom Leaders will be compensated \$10,000 annually for coaching a resident, team members, coach 2-3 teachers, and taking on accountability across their content, grade, and department. This will be paid by quarterly supplemental stipend.</p> <p>An MCL 2 role will be available at schools with more than three MCL 1 positions. These roles include all of the responsibilities of MCL 1s as above, plus the responsibility of building-level Opportunity Culture coordination. The stipend for this role is \$15,000, paid at the same schedule as MCL 1s.</p>	<p>Participation/Completion of AIC LEAD or prior service of instructional coach in HCDE; at least five years as teacher of record and continued performance metrics in keeping with requirements of Opportunity Culture. Opportunity will include approximately 35 roles.</p>
	<p>Mentoring – In an effort to increase new teacher retention and effectiveness, the district will compensate certified employees for mentoring and providing supports for first, second-, and third-year teachers in their content and/or building.</p>	<p>Mentors will be compensated annually at a minimum of \$300 per mentee for facilitating school-based orientation, facilitating school-based New Teacher Network, and/or providing supports to new teachers.</p>	<p>Effective certificated employees with more than three years of HCS experience are eligible. Employees are nominated and selected by the administration, lead mentors, and induction team. Received by approx. 415 employees.</p>
	<p>Mentoring – In an effort to increase teacher retention and effectiveness, the district will compensate certified employees for mentoring and providing supports for GYO candidates participating in early-phase Apprenticeship programs.</p>	<p>Mentors will be compensated per semester at a minimum of \$400 for the first apprentice and \$300 for each additional apprentice for providing support to GYO candidates.</p>	<p>Effective certificated employees with more than three years of HCS experience are eligible. Employees are nominated and selected by administrations, lead mentors, induction team, and Talent Partnerships team. Received by approx. 50 employees.</p>

Other	In an effort to encourage teachers to complete the rigorous evaluation process through the National Board for Professional Teaching Standards to become a National Board-Certified Teacher, HCDE will pay an annual stipend of \$4,000 to National Board Certified Teachers.	Compensation will be given as a stipend in two separate \$2,000 installments, paid at the end of each semester.	All teachers in content areas recognized by the National Board for Professional Teaching Standards are eligible. Received by approximately 46 employees.
	In an effort to increase teacher attendance and thereby improve student achievement, the district agrees to pay up to \$50 per unused accrued sick leave day at the time of an employee's retirement.	This compensation is paid out in the form of a stipend, after an eligible employee's retirement. The teacher will receive \$20 to \$50 per unused day, depending upon date of retirement notification.	All employees eligible at retirement age / service time are eligible. Received by approx. 100 employees.
	Teachers leading extra-curricular activities will be paid a supplement for their additional time spent working with students. These areas include coaching, performing arts, robotics, etc.	Compensation is calculated as a percentage of the employee's salary and is dependent on which extra-curricular activity is being led. Payment is made in ten equal monthly installments, from September through June, annually.	All certificated employees are eligible. Received by approx. 435 employees.
	Athletic Directors leading middle school and high school extra-curricular activities will be paid a supplement for their additional time spent working with coaches and students.	Compensation is a flat amount dependent on the level of school. Payment is made in two equal installments in the months of December and May. Middle School - \$2,800 High School - \$3,000 Middle/High Combo School - \$3,300	All certificated teachers serving as the designated AD in their building are eligible. Please note that administrators are not eligible. Received by approx. 20 teachers.
Signing Bonus	Candidates new to Priority Schools will be eligible for a signing bonus.	A signing bonus of \$4,000 will be paid by December 2025. A contract with all requirements and payment dates will be signed by the teacher and HCDE.	Certificated employees new to HCS priority schools with a signed bonus contract. Received by approx. 50 teachers.
Hard-to-Staff Schools and Subject Areas Recruitment * Per the state of Tennessee, the Super Subgroup consists of all students identified with one or more of the historically underserved student groups, e.g., Black, Hispanic, and Native American, English learners, economically disadvantaged students, or students with	District High School Math and Science teachers, teachers in Promise & Hope Schools, and teachers who remain in Legacy Schools in years 1-3 or experienced teachers new to HCS will be awarded a salary supplement ranging from \$1,000 to \$8,000 based on difficulty of staffing and eligibility guidelines posted on www.hcde.org. Schools and subjects selected were	The following will receive a salary supplement divided into quarterly stipends: District <ul style="list-style-type: none"> 9-12 Math/Science: \$2,000 Exceptional Education Specialties: \$6,000 Promise <ul style="list-style-type: none"> 6-12 Math/Science: \$8,000 Core Subjects ((ELA, Social Studies, 	Faculty in the following schools will be eligible: District <ul style="list-style-type: none"> Certificated employees in eligible positions at schools not listed as Promise or Hope. Promise <ul style="list-style-type: none"> Barger Academy Calvin Donaldson Elementary Clifton Hills Elementary East Lake Elementary East Side Elementary Hardy Elementary

<p>disabilities.</p>	<p>based on difficulty staffing and Super Subgroup* or on priority status. Promise Schools >97.5% and Hope Schools between 91% and 97.5%.</p> <p>Legacy Schools are schools that were selected in 22/23 school year but did not meet the requirements for 23/24 or 24/25 school year.</p>	<p>Exceptional Education, ESL, Academic Coaches, Counselors, Deans, and Elementary Non- Related Arts): \$4,000</p> <ul style="list-style-type: none"> • Other Certified Staff (Related Arts): \$2,000 <p>Hope</p> <ul style="list-style-type: none"> • 6-12 Math/Science: \$4,000 • Core Subjects ((ELA, Social Studies, Exceptional Education, ESL, Academic Coaches, Counselors, Deans, and Elementary Non- Related Arts): \$2,000 • Other Certified Staff (Related Arts): \$1,000 	<ul style="list-style-type: none"> • Orchard Knob Elementary • Woodmore Elementary • Dalewood Middle • East Lake Academy • Orchard Knob Middle • Brainerd High School • The Howard School • Tyner Middle/High <p>Hope</p> <ul style="list-style-type: none"> • Bess T. Shepherd Elementary • Tommie T. Brown International Academy • Howard Connect Academy • Dawn <p>Legacy – Teacher must have been at the school and eligible in 22/23 school year and continue to meet other guidelines in 23/24 school year.</p> <ul style="list-style-type: none"> • Dupont Elementary • East Ridge Elementary • Harrison Elementary • Spring Creek Elementary • East Ridge Middle • Brown Middle • East Ridge High
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<p>Hard-to-Staff Schools and Subject Areas Retention</p> <p>* Per the state of Tennessee, the Super Subgroup consists of all students identified with one or more of the historically underserved student groups, e.g., Black, Hispanic, and Native American, English learners, economically disadvantaged students, or students with disabilities.</p>	<p>District High School Math and Science teachers, teachers in Promise & Hope Schools, and teachers who remain in Legacy Schools in year 4 or later will be awarded a salary supplement ranging from \$1,500 to \$12,000 based on difficulty of staffing and eligibility guidelines posted on www.hcde.org.</p> <p>Schools and subjects selected were based on difficulty staffing and Super Subgroup* or on priority status. Promise Schools >97.5% and Hope Schools between 91% and 97.5%.</p> <p>Legacy Schools are schools that were selected in 22/23 school year but did not meet the requirements for 23/24, 24/25, or 25/26 school year.</p>	<p>The following will receive a salary supplement divided into quarterly stipends:</p> <p>District</p> <ul style="list-style-type: none"> 9-12 Math/Science: \$3,000 Exceptional Education Specialties: \$8,000 <p>Promise</p> <ul style="list-style-type: none"> 6-12 Math/Science: \$12,000 Core Subjects ((ELA, Social Studies, Exceptional Education, ESL, Academic Coaches, Counselors, Deans, and Elementary Non- Related Arts): \$6,000 Other Certified Staff (Related Arts): \$3,000 <p>Hope</p> <ul style="list-style-type: none"> 6-12 Math/Science: \$6,000 Core Subjects ((ELA, Social Studies, Exceptional Education, ESL, Academic Coaches, Counselors, Deans, and Elementary Non- Related Arts): \$3,000 Other Certified Staff (Related Arts): \$1,500 	<p>Faculty in the following schools will be eligible:</p> <p>District</p> <ul style="list-style-type: none"> Certificated employees in eligible positions at schools not listed as Promise or Hope. <p>Promise</p> <ul style="list-style-type: none"> Barger Academy Calvin Donaldson Elementary Clifton Hills Elementary East Lake Elementary East Side Elementary Hardy Elementary Orchard Knob Elementary Woodmore Elementary Dalewood Middle East Lake Academy Orchard Knob Middle Brainerd High School The Howard School Tyner Middle/High School <p>Hope</p> <ul style="list-style-type: none"> Bess T. Shepherd Elementary Tommie T. Brown International Academy Howard Connect Academy Dawn <p>Legacy – Teacher must have been at the school and eligible in 22/23 school year and continue to meet the guidelines each school year.</p> <ul style="list-style-type: none"> Dupont Elementary East Ridge Elementary Harrison Elementary Spring Creek Elementary East Ridge Middle Brown Middle East Ridge High
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To: Hamilton County Board of Education
Dr. Justin Robertson, Superintendent

From: Dr. Zac Brown, Chief Talent Officer, Talent

Date: August 21, 2025

Subject: Teachers Eligible for Reinstating Tenure

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

In accordance with Tennessee Code Annotated 49-5-504, the following educators are recommended for reinstatement of tenure status.

Your consideration of this request is appreciated. Please do not hesitate to contact me should you have any questions.

Educators Recommended for Tenure Reinstatement

Allen Elementary	Randolph, Beverly
Big Ridge Elementary	Gray, Anna
Central High School	Douglas, Jennifer
Construction Career Center	Myhan, Lance
Dupont Elementary School	Gannon, Andrea
East Hamilton High School	Smith, Helen

East Ridge Middle School

Hernandez, Claudia
Im, Yang
Stinson, Lebron

Exceptional Education

Buckner, Kimberly

Hardy Elementary School

Payne, Sarah

Harrison Elementary School

Johnson, Felicia

Hixson Middle School

Poteet, Mary

Loftis Middle School

Bennett, Christina

Lookout Valley Elementary School

Tate, Jennifer

McConnell Elementary School

Khalili, Christina

Ooltewah High School

Aquila, George

Sale Creek Middle/High School

Dodson, Kristen

Snow Hill Elementary School

Casteel, Jessica
Sprague, Tiffany

Soddy Elementary School

Haymaker, Mary

The Howard School

Zerr, Christina

Thrasher Elementary School

Harris, Brittany
Moore, Taylor

Wolftever Creek Elementary School

Grass, Megan

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- Every Community Served

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

From: Dr. Zac Brown, Chief Talent Officer
Mary Ellen Heuton, Chief Financial Officer
Penny M. Murray, Executive Director

Date: August 21, 2025

Subject: Award Request for Proposal File 25-26, Pharmacy Benefit Manager (PBM)

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Board approval is recommended to award a contract to RX Benefit for our Pharmacy Benefit Manager.

Award Request for Proposal No. 25-26, Pharmacy Benefit Manager (PBM) to RX Benefits for an initial term of one (1) year with the option to renew for five (5) additional one (1) year renewals, as approved in the department's annual adopted budget. Expenditures will be from budgeted Internal Self-Service funds.

On February 18, 2025, the Procurement Department advertised Request for Proposal No. 25-26, Pharmacy Benefit Manager to obtain proposals for HCDE's administrator for the employee prescription drug benefit within the health plan. Currently HCDE has two (2) PBMs and the goal was to consolidate to one (1) PBM to gain consistency for all health plans offered and leverage the full population for cost savings. Six (6) vendors submitted RFP responses. Based on the evaluation criteria listed in the RFP and the selection committee's recommendations, 3 finalists were selected. The committee held finalist meetings with the three (3) finalists and requested best and final pricing from each. Based on all criteria within the RFP, the recommendation was made for the award to RX Benefits.

As required and outlined above, HCDE issued a formal Request for Proposal (RFP) to evaluate the market. Through the RFP each response provided savings to HCDE, however, only two proposals had the complete ability to integrate with our current health plans with Blue Cross Blue Shield of Tennessee and Cigna. RX Benefits provided the greatest savings opportunity with the ability to fully integrate with HCS health

plans and provided robust pricing guarantees. RX Benefits also represented the least amount of disruption for our employees and their families.

Highlights:

- Term: The initial term will be for one (1) year with five (5) additional one (1) year renewals.
- Cost:
 - The contract award represents savings of \$3,633,123 in net total cost based on the actual pharmacy claims for calendar year 2024.
- Administration:
 - Full integration with Blue Cross Blue Shield of TN and Cigna for all employee deductibles and out-of-pocket maximums allowing seamless integration.
 - Provide one consistent brand name drug formulary regardless of the plan selected by our employees.
 - Dedicated Implementation team and Account Management team.
 - Enhanced customer service model.
- Performance Guarantees:
 - RX Benefits provided performance metrics, placing up to \$400,000 at risk based on total net cost Per Member Per Month not exceeding a 6% increase annually. They were the only proposer providing a total cost guarantee.
 - Additional guarantees provided for minimum manufacturer rebates, generic and brand discounts for retail, retail 90-day supply, mail order 90-day supply as well as specialty discounts.

The new agreement provides significant savings to HCDE, continues to integrate with our current health plans, provides a consistent benefit for our members regardless of the plan chosen and represents the least amount of disruption for our members.

Attachments:

- Agreement

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- Every Community Served

ADMINISTRATIVE SERVICES AGREEMENT

by and between

RxBenefits, Inc.

and

Hamilton County Department of Education

EFFECTIVE AS OF: January 1, 2026

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT, dated effective as of 12:01 a.m. local time in Birmingham, Alabama on **January 1, 2026** (“Effective Date”), is made and entered by and between **RxBenefits, Inc.**, an Alabama corporation (“Administrator”), and **Hamilton County Department of Education** (“Client”). Administrator and Client are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

Recitals

A. Client has indicated a desire to enter into a contractual relationship with Administrator in order to procure the administration of prescription drug benefits to Client’s Members (defined below) by Client’s execution of this Agreement (defined below), including without limitation the Client application attached to this Agreement and incorporated herein by reference as Exhibit A (the “Client Application”);

B. Administrator desires to administer the prescription drug benefits specified in Client’s Plan described herein in a ministerial capacity, subject to all the terms and conditions thereof; and

C. Administrator has entered into an agreement with an independent, third-party pharmacy benefit manager, Express Scripts, Inc. (hereinafter referred to as “PBM” or “ESI”), for the purpose of being able to provide a network of pharmacies and related pharmacy benefit management programs and services for utilization by Client and its Members as administered through Administrator working in conjunction with Client, all as more fully provided for in this Agreement.

D. The terms and conditions of this Agreement may be updated by the Administrator to reflect changes provided by the PBM, with any such updates to be documented upon in a written amendment.

Agreement

NOW, THEREFORE in consideration of the mutual covenants, duties and obligations made by the Parties herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I – CERTAIN DEFINITIONS

A. The initially capitalized terms below in this Section A of Article I shall have the following meanings when used in this Agreement. In addition, there are other initially capitalized terms that are defined in other parts of this Agreement and such terms shall have the meanings ascribed to them in such other parts of this Agreement whenever they are used in this Agreement.

“340B Claim” means (i) Prescription Drug Claims submitted by 340B contracted pharmacies that adjudicate at a 340B price or are submitted with a submission clarification code of “20” or such equivalent codes for such Participating Pharmacies under the applicable NCPDP format (or any successor format); (ii) Prescription Drug Claims submitted by a 340B covered entity-owned or 340B contracted pharmacies which are categorized as Type 39 (or such equivalent codes) in the NCPDP DataQ database or otherwise identified as a 340B Claim by the dispensing pharmacy; or (iii) Prescription Drug Claims identified as a 340B Claim by a third party administrator.

“Administrator Intellectual Property” means (i) all software, software platforms, interfaces, codes, and algorithms thereof used by Administrator in connection with the Services; (ii) all Databases; (iii) all De-identified Data; (iv) all Materials; (v) all Confidential Information of Administrator; (vi) Administrator’s name, trademarks, service marks, and logo(s), together with all goodwill associated therewith; and (vii) any and all non-Client data supplied to Administrator by its third party licensors or otherwise acquired by Administrator.

“Agreement” means this Administrative Services Agreement between Administrator and Client, the Client Application and all other exhibits, supplements, amendments, addenda and/or schedules to this Administrative Services Agreement.

“Ancillary Supplies, Equipment, and Services” or “ASES” means ancillary supplies, equipment, and services provided or coordinated by ESI Specialty Pharmacy in connection with ESI Specialty Pharmacy’s dispensing of Specialty Products.

“Average Wholesale Price” or “AWP” means the average wholesale price of a prescription drug as identified by drug pricing services such as Medi-Span, the drug manufacturer or other source recognized in the retail prescription drug industry (the “Pricing Source”). If the Pricing Source discontinues the reporting of AWP or materially changes the manner in which AWP is calculated or reported, then ESI reserves the right to make an equitable adjustment as necessary to maintain the parties’ relative economics and the pricing intent of this Agreement.

“Brand/Generic Algorithm” or “BGA” means ESI’s standard and proprietary brand/generic algorithm utilized by ESI, a copy of which may be made available for review by Client upon request; ESI may require that Client sign a non-disclosure with ESI in order to receive a copy of the BGA. The purposes of the algorithm are to stabilize products “flipping” between brand and generic status and to reduce Client, Member and provider confusion due to fluctuations in brand/generic status. Administrator or its Auditor may audit ESI’s application of its BGA to confirm that ESI is making brand and generic drug determinations consistent with such algorithm.

“Brand Drug” means a prescription drug identified as such in ESI’s master drug file using indicators from First Databank (or other source nationally recognized in the prescription drug industry used by ESI for all clients) on the basis of a standard Brand/Generic Algorithm utilized by ESI for all of its clients, a copy of which may be made available for review by Administrator, Client, or its Auditor upon request. Notwithstanding the foregoing, certain prescription drug medications that are licensed and then currently marketed as brand name drugs, where there exists at least one (1) competing prescription medication that is a generic equivalent and interchangeable with the marketed brand name drug, may process as “Generic Drugs” for Prescription Drug Claim adjudication and Member Copayment purposes.

“Business Days” or “business days” means all days except Saturdays, Sundays, and federal holidays. All references to “day(s)” are to calendar days unless “business day” is specified.

“Claims Cycle” means the frequency by which Prescription Drug Claims are billed.

“Claims Older than 180 Days” means Claims that have not been submitted to ESI within 180 days of the service date of the claim.

“Client Data” means Raw Data received by Administrator from Client in connection with the Services.

“Contract Year” means the full twelve (12) month period commencing on the Effective Date and each full consecutive twelve (12) month period thereafter that this Agreement remains in effect.

“Copayment” means that portion of the charge for each Covered Drug dispensed to the Member that is paid by the Member (e.g., copayment, coinsurance and/or deductible). A Member’s Copayment charged for a Covered Drug will be the lesser of the applicable Copayment, AWP discount (e.g. MAC price for Generic Drugs), or U&C.

“Cost Share” means the amount which a Member is required to pay for a prescription or authorized refill in accordance with the Plan Design, which may be a deductible, a percentage of the prescription price, a fixed amount and/or other charge or penalty.

“Covered Drug(s)” means those prescription drugs, supplies, Specialty Products and other items that are covered under the Plan, each as indicated on the Set-Up Forms.

“Databases” means any and all databases in which all or any portion of the Service Data is stored.

“De-identified Data” means de-identified or anonymized data derived by Administrator from the modification, arrangement, aggregation, reconfiguration, manipulation, compilation, processing, reformatting, and/or parsing of Client Data.

“Dispensing Fee” means the amount payable by Client as a dispensing fee per prescription or authorized refill to a Member as set forth on Exhibit A to this Agreement.

“Eligibility Files” means the list submitted by Client to Administrator in reasonably acceptable electronic format indicating persons eligible for drug benefit coverage services under the Plan.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“ESI Mail Pharmacy” means a pharmacy owned or operated by ESI or one or more of its affiliates, other than an ESI Specialty Pharmacy, where prescriptions are filled and delivered to Members via mail delivery service.

“ESI Specialty Pharmacy” means Accredo Health Group, Inc., Express Scripts Specialty Distribution Services, Inc., or another pharmacy or home health agency owned or operated by ESI or its affiliates that primarily dispenses Specialty Products. When the ESI Mail Pharmacy dispenses a Specialty Product, it shall be considered an ESI Specialty Pharmacy hereunder.

“Exclusive or Limited Distribution Product” means a Specialty Product that is not generally available from most or all pharmacies but is restricted to select pharmacies as determined by a pharmaceutical manufacturer.

“FDA” means the United States Food and Drug Administration.

“Fees” means, with respect to Client, all the fees specified on the applicable Exhibit(s) attached hereto and all other amounts due by Client hereunder, which Client (or, if applicable, any Member) is required to pay pursuant to the terms and conditions of this Agreement. In the event ESI, Administrator and Client agree upon a modification of the Fees from time to time, Client shall be responsible for timely communicating such changes to Members and for obtaining the necessary consents, if any, required from Client and/or Members in order to implement the new pricing.

“Formulary” means the list of FDA-approved prescription drugs and supplies developed by ESI’s Pharmacy and Therapeutics Committee and/or customized by Client, and which is selected and/or adopted by Client. The drugs and supplies included on the Formulary will be modified by ESI from time to time as a result of factors, including, but not limited to, medical appropriateness, manufacturer Rebate arrangements, and patent expirations. Additions and/or deletions to the Formulary are hereby adopted by Client, subject to Client’s discretion to elect not to implement any such addition or deletion through the Set-Up Form process, which such election shall be considered a Client change to the Formulary.

“Generic Drug” means a prescription drug, whether identified by its chemical, proprietary, or non-proprietary name, that is therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient(s) and approved by the FDA, and which is identified as such in ESI’s master drug file using indicators from First Databank (or other source nationally recognized in the prescription drug industry used by ESI for all clients) on the basis of a standard Brand/Generic Algorithm utilized by ESI for all of its clients, a copy of which may be made available for review by Client or its auditor upon request.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder.

“In-House Pharmacy” means a pharmacy that is located on Client’s site that is either owned and operated by Client or a third party (not ESI) on behalf of Client, or with which Client, or a third party (not ESI) on behalf of Client, has a contractual arrangement in order for such pharmacy to dispense prescription drugs to Client’s Members. Client acknowledges and agrees that, except for processing claims from the In-House Pharmacy at No Bill No Remit, Administrator and ESI have no responsibility or liability with respect to the In-House Pharmacy, including but not limited to, credentialing the In-House Pharmacy, auditing the In-House Pharmacy, or payment of amounts due by Client to the In-House Pharmacy. Client agrees that Administrator and ESI are not liable with respect to any dispute, claim or otherwise arising out of or resulting from Client’s arrangement with the In-House Pharmacy.

“Intellectual Property” or “Intellectual Property Right(s)” means all intellectual property of any nature or kind belonging to, or controlled by, a Party, whether protected, created, or arising under any United States federal, state, or local law, or under any federal, state, or local law of any other country, or under international treaty or convention, and all right, title, and interest therein and thereto.

“Losses” means any and all liabilities, damages, claims, causes of action, judgments, demands, penalties, fines, assessments, costs, expenses, fees (including without limitation attorneys’ fees and other professional fees) and other losses of any kind or nature whatsoever.

“MAC” or “Maximum Allowable Cost” means the maximum unit ingredient cost payable by Client for a drug on the MAC List based on maximum reimbursement payment schedule(s) developed or selected by ESI. The application of MAC pricing may be subject to certain “dispensed as written” (DAW) protocols and Client defined plan design and coverage policies.

“MAC List” means a list of off-patent prescription drugs or supplies subject to maximum reimbursement payment schedules developed or selected by ESI.

“Manufacturer Administrative Fees” means those administrative fees paid by manufacturers to ESI in connection with ESI’s administering, invoicing, allocating and collecting the Rebates under the Rebate program.

“Materials” means all documents, information, and materials provided or otherwise made available to Client through the Services, including any reports or other tangible and intangible expressions of De-identified Data generated, produced, and/or made available through the Services.

“Member” means each person who is eligible to receive prescription drug benefits as indicated by or on behalf of Client in the Eligibility Files and with respect to whom Administrator possesses Raw Data.

“Member Submitted Claim” means a paper claim submitted by a Member for Covered Drugs dispensed by a pharmacy for which the Member paid cash.

“No Bill, No Remit” means the pass through or Client provided pricing set up by ESI, at Client’s request, to support Client’s In-House Pharmacy.

“Over-the-Counter (OTC)” means those Prescription Drug Claims for Covered Drugs that a Member is typically able to obtain without a prescription or may require a prescription for higher strengths and/or concentrations such as but not limited to multivitamins, water soluble vitamins, etc.

“Pass-Through” means the actual ingredient cost and dispensing fee amount paid by ESI for the Prescription Drug Claim when the claim is adjudicated to the Participating Pharmacy, as set forth in the specific Participating Pharmacy remittances related to Client’s claims.

“Participating Pharmacy” means any licensed retail pharmacy with which ESI or one or more of its affiliates has executed an agreement to provide Covered Drugs to Members but shall not include any mail order or

specialty pharmacy affiliated with any such Participating Pharmacy. Participating Pharmacies are independent contractors of ESI.

“PDL” means the PBM Performance Drug List, which is a list of preferred pharmaceutical products, created and maintained by PBM, as amended from time to time, which: (a) has been approved by PBM’s pharmacy and therapeutics committee; and (b) reflects PBM’s recommendations as to which pharmaceutical products should be given favorable consideration by plans and their participants.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization, government or any agency or instrumentality thereof, or other juridical person recognized by law.

“Personal Data” means all data identifying, or identifiable to, a specific Member, including Protected Health Information.

“Plan” means the self-funded prescription drug benefit plan(s) administered and/or sponsored by Client.

“Plan Administrator” means the Plan sponsor or committee designated by the Plan sponsor with respect to the Plan, as contemplated by Section 3(16)(A) of ERISA.

“Plan Design” means drug coverage, days’ supply limitation, Cost Share, Formulary (including Formulary drug selection and relative cost indication) and other Plan specifications applicable to the Plan designated for Client as set forth in this Agreement or otherwise documented between the Parties.

“PMPM” means per Member per month fee, if applicable, as determined by Administrator from the Eligibility Files.

“Prescription Drug Claim” or “Claim” means a Member Submitted Claim, Subrogation Claim or claim for payment submitted to ESI by a Participating Pharmacy, ESI Mail Pharmacy, or ESI Specialty Pharmacy as a result of dispensing Covered Drugs to a Member.

“Primary Member” means each Member, excluding Members who are qualified dependents.

“Protected Health Information” or “PHI” shall have the meaning given such term by HIPAA, but limited to that information created or received by PBM in its capacity as a subcontractor to Administrator or by Administrator in its capacity as a business associate to the Plan.

“Raw Data” means all data (including all Personal Data) related to a Member created, collected, and/or maintained by or on behalf of Client, as such data exists immediately before it is disclosed to Administrator to perform the Services.

“Rebates” mean formulary rebates that are paid to ESI pursuant to the terms of a formulary rebate contract negotiated independently by ESI and directly attributable to the utilization of certain Covered Drugs by Members. For sake of clarity, Rebates also include inflation protection payments (applies only to specialty carve out). For sake of clarity, Rebates do not include, for example, Manufacturer Administrative Fees; product discounts or fees related to the procurement of prescription drug inventories by ESI Specialty Pharmacy or the ESI Mail Pharmacy; inflation protection amounts (does not apply to specialty carve out); fees received by ESI from pharmaceutical manufacturers for care management or other services provided in connection with the dispensing of products; or other fee-for-service arrangements whereby pharmaceutical manufacturers generally report the fees paid to ESI or its wholly-owned subsidiaries for services rendered as “bona fide service fees” pursuant to federal laws and regulations (collectively, “Other Pharma Revenue”). Such laws and regulations, as well as ESI’s contracts with pharmaceutical manufacturers, generally prohibit ESI from sharing any such “bona fide service fees” earned by ESI, whether wholly or in part, with any ESI client.

“Representatives” of a Party means such Party’s directors, officers, managers, employees, agents and other representatives.

“Service Data” means Client Data and De-identified Data.

“Services” means the provision, maintenance, and support of the services set forth in this Agreement and the Client Application, including the improvement, augmentation, and development of such services and Administrator’s other products and services, including through the use of artificial intelligence, generative artificial intelligence and/or other automation technologies.

“Set-Up Forms” means any standard Administrator or PBM document or form, which when completed and signed by or on behalf of Client (electronic communications from Client indicating Client’s approval of a Set-Up Form shall satisfy the foregoing), will describe the essential elements adopted by Client for its Plan.

“Single Source Products” means a prescription medication that is: (i) approved by the FDA under a generic drug ANDA application and is licensed and then currently marketed by only one generic drug manufacturers under separate ANDA applications; or (ii) subject to patent litigation.

“Specialty Product List” means the list of Specialty Products applicable (exclusive or open) to Client, maintained and updated by ESI from time to time. The Specialty Product List is available to Client upon request.

“Specialty Products” means those injectable and non-injectable drugs on the Specialty Product List. Specialty Products, which may be administered by any route of administration, are typically used to treat chronic or complex conditions, and typically have one or more of several key characteristics, including frequent dosing adjustments and intensive clinical monitoring to decrease the potential for drug toxicity and increase the probability for beneficial treatment outcomes, patient training and compliance assistance to facilitate therapeutic goals, limited or exclusive product availability and distribution (if a drug is only available through limited specialty pharmacy distribution it is always considered a Specialty Product), specialized product handling, and/or administration requirements.

“Subrogation Claim” means subrogation claims submitted by any state or a person or entity acting on behalf of a state under Medicaid or similar United States or state government health care programs, for which Client is deemed to be the primary payor by operation of applicable federal or state laws.

“Term” shall mean the time period between the Effective Date and termination of this Agreement, including the Initial Term, as extended by any Renewal Term (as such terms are defined in Article VI.A).

“Usual and Customary Price” or “U&C” means the retail price charged by a Participating Pharmacy for the particular drug in a cash transaction on the date the drug is dispensed as reported to ESI by the Participating Pharmacy.

ARTICLE II – ADMINISTRATIVE SERVICES PROVIDED

- A. Administrator shall administer the prescription drug benefits provided by the Plan, subject to all of the terms and conditions of this Agreement, as the same may be amended or supplemented from time to time.
- B. Administrator shall provide such assistance as may reasonably be necessary to Client’s personnel in enrollment of eligible employees and former employees and dependents eligible under the Plan. Administrator shall maintain up-to-date eligibility status records on all enrolled Members as submitted by Client for purposes of appropriate adjudication of Prescription Drug Claims under the Plan.
- C. Administrator shall issue (or cause to be issued) prescription drug cards to each Member-employee who is enrolled in the Plan and who is declared eligible by Client, as evidence of such Member-employee’s entitlement to prescription drug benefits under the Plan.

- D. Upon reasonable request, Administrator shall provide Client with costs projections and analyses of Claims and such other statistical data as may reasonably be requested by Client in connection with Client's management, oversight and control of the Plan. Client acknowledges, understands, and agrees that due to the various factors that can affect live claims adjudication, including, but not limited to, changes in the member population, utilization, drug mix, and other factors, and the fact that costs projections are based on historical and/or test claims only, Administrator does not guarantee the accuracy of any costs projections and shall not be liable or otherwise held responsible for any Losses arising out of or related to such costs projections or the provision thereof.
- E. Administrator shall invoice Client for the Prescription Drug Claims due to be paid and shall collect Prescription Drug Claims due, plus monthly Transaction Fees and any other fees payable by Client under Article IV hereof and/or the Client Application.
- F. Client expressly authorizes Administrator to use automation technologies, including, without limitation, artificial intelligence and generative artificial intelligence, in the provision of the Services, and Administrator may deploy such technologies and update and/or change them to reflect current technologies and methodologies.

ARTICLE III – DUTIES OF CLIENT

- A. Client shall be solely responsible for determining the eligibility of its employees and their dependents to participate and receive benefits under the Plan.
- B. Administrator has established and shall maintain an administrative portal (the "Portal") through which Client shall have the ability to access, revise and update the eligibility and enrollment information of the Members. Client agrees that it shall be solely responsible for simultaneously effecting timely revisions and updates to the enrollment information (1) through the Portal (or, in the alternative, through a secure file transfer protocol (ftp) site or via secure electronic data file in a format acceptable to Administrator delivered to Administrator via electronic mail); and (2) in any source system where the information is maintained by, or on behalf of, Client. Client shall be responsible for the accuracy of the enrollment information and any and all revisions and updates to the enrollment information. Upon becoming aware of any error in the enrollment information, Client shall promptly correct the information as necessary in the source system (if applicable) and through the Portal or via other acceptable alternative means provided for above in this Article III.B. Administrator shall not be responsible for Prescription Drug Claims payments made to Members or ineligible and former employees of Client who are no longer or, if applicable, should never have been Members, based on information that is or was inaccurate, was not updated or not updated on a timely basis, or otherwise revised as required by Client or this Agreement. Administrator agrees that revisions and updates to the enrollment or other applicable Member or Prescription Drug Claim information made as described above will be considered for purposes of this Agreement revised and updated within forty-eight (48) hours. For emergency revisions and updates that need to be effective on the same day, Client must call in or fax such revisions and updates to Administrator during Administrator's normal business hours and follow up with Administrator as appropriate to ensure such revisions and updates become effective on the same day to the extent reasonably possible. In addition, to the extent such emergency revisions are communicated by Client to Administrator orally (e.g., via telephone), Client agrees (and it shall be Client's sole responsibility) to provide Administrator with a written description in reasonable detail setting forth the emergency revisions and/or updates within forty-eight (48) hours after such emergency revisions/updates were orally communicated by Client to Administrator.
- C. Administrator will provide unique passwords or passcodes to Client that will permit Client to access, revise, and update the enrollment information on the Portal. For password access, Client will distribute the passwords to the individuals named on the list of authorized users (the "Users"), provided by Client to Administrator, as updated from time to time. For passcode access, Administrator will provide a passcode to a User upon the User's request through Administrator's system for access to the Portal. Client is responsible for all uses of the passwords and passcodes, whether or not authorized by Client. Client is responsible for maintaining the confidentiality of the passwords and passcodes and ensuring that the Users also maintain such confidentiality. Client agrees to immediately notify Administrator of any unauthorized use of a password or passcode of which Client becomes aware or has a reasonable basis to believe to have occurred. Client acknowledges and agrees

that Administrator and its Representatives are not liable for any Losses resulting from, arising out of or relating to any unauthorized use or access, except where such Losses result solely from the willful or intentional act or misconduct or negligence of Administrator. To amend the list of Users, Client must notify Administrator in writing of such amendment(s). Within one (1) business day after the business day on which Administrator receives such amendment(s) in writing from Client, Administrator will deactivate the password(s) issued to any deleted User(s) and will activate and issue new password(s) for any new User(s) identified by Client. Notwithstanding anything in this Agreement to the contrary, Administrator shall not (and Client acknowledges and understands that Administrator shall not) be liable or otherwise held responsible for fraudulent Prescription Drug Claims submitted by any Member, other third party acting or purporting to act on any Member's behalf or any unauthorized party using any Member's prescription drug card, information or otherwise.

- D. Client expressly understands, acknowledges and agrees that any and all information, data, documentation or software disclosed by Administrator and/or PBM in the course of conducting its business and performing administrative and related services for Members and/or Client are confidential and proprietary to, and a valuable trade secret of, Administrator and/or PBM and that any disclosure or unauthorized use - that is, any use other than to evaluate Administrator's performance under this Agreement - will cause irreparable harm and damage to Administrator and/or PBM. Client shall not, directly or indirectly, release or disclose or otherwise use or attempt to use any patient-specific prescription information, trade secrets, proprietary software and technical processing, financial, pricing or other confidential information of Administrator and/or PBM obtained by Client from Administrator and/or PBM (regardless of the reason such information was provided or obtained) to any other party or for the benefit of any other party without the prior written consent of Administrator and/or PBM.
- E. Client expressly represents and warrants that (i) it has provided notice to its employees and their dependents regarding participation in the Plan and Client's disclosure or anticipated disclosure of employee or dependent confidential information, including, without limitation, Client Data, to Administrator in connection with the Plan and applicable law, and (ii) it has obtained all required rights, approvals, licenses, consents and/or other approvals or authorizations (either in writing or through opt-out procedures) from each Primary Member or, if applicable, each dependent Member or other applicable party, regarding such disclosures to Administrator for purposes of this Agreement and the services provided to Client and Members hereunder, and relating to the use and disclosure of information by Administrator or other applicable parties, including without limitation PHI under HIPAA as permitted under this Agreement or as otherwise reasonably necessary to effect and/or carry out the purposes and intent of this Agreement and the services to be performed and rendered by Administrator, PBM, Client or other applicable third parties with respect to this Agreement. Client shall be responsible for the accuracy, quality, and legality of all Client Data and the means by which Administrator acquires such data. Further, to the extent applicable, Client hereby authorizes PBM to contract with pharmaceutical companies for Rebates as a group purchasing organization for the Plan. PBM and/or Administrator may use, disclose, reproduce or adapt information obtained in connection with this Agreement, including Prescription Drug Claims and eligibility information, which is not identifiable on a Member basis. PBM and/or Administrator shall maintain the confidentiality of this information to the extent required by applicable law, and may not use the information in any way prohibited by applicable law.
- F. Should Client identify erroneous, mistaken or incorrect Prescription Drug Claims payments made by Administrator, refunds in the amount of any such erroneous Prescription Drug Claims payments to Client shall be made by Administrator within thirty (30) days after the Claim has been reprocessed, following receipt by Administrator of written notice from Client identifying such errors and providing reasonable supporting documentation. Client acknowledges, covenants and agrees that such refunds made by Administrator as provided in this Article III.F shall be the sole and exclusive remedy of Client and any Member against Administrator, its Representatives or any third party (including PBM) resulting from any such erroneous, mistaken or incorrect Prescription Drug Claims payments made by or to Administrator, and Client covenants and agrees that Administrator and its Representatives are not liable for any Losses beyond such refunds claimed by any party from Administrator. The Parties acknowledge that Administrator may seek to recover any overpayments from the Members, the providers of service or any other party unjustly enriched as a result of such overpayments at any time after notice or awareness of any such error.

- G. Without limiting the generality or scope of any other provision of this Agreement, Administrator shall not be held responsible or liable for any performance standard or obligation required of it hereunder if Client (or Client's designee(s)) or any Member fails to provide Administrator with accurate, timely and complete information as necessary and/or required to meet any such performance standard or obligation under this Agreement or otherwise.

ARTICLE IV – FINANCIAL ARRANGEMENT

- A. Administrator will invoice Client for the Prescription Charges paid during the immediately prior Claims Cycle in accordance with the Claims Cycle billing applicable to PBM's adjudication platform. Administrator may charge Client administration fees (a) per Member or Member-employee per calendar month payable on a monthly basis, and/or (b) per Prescription Drug Claim made by Members payable on a bi-weekly (i.e. every two weeks) basis, and/or (c) as a lump sum amount payable on a monthly basis (collectively, the "Transaction Fees"). The Transaction Fees to be paid by Client to Administrator under this Agreement are as specified in the Client Application.
- B. All invoices will be due and payable via ACH seven (7) days from receipt by Client and payment shall in no event be received by Administrator later than the due date stated in the invoice. Refer to Article V, below, for rules applicable to late payment of invoices. Client shall not (and acknowledges that it shall not) have any right to offset any disputed amounts or amounts due and/or payable or purported to be due and/or payable from Administrator and/or PBM from any payments of Client except as specifically approved in writing by Administrator.
- C. Administrator's charges to Client for Prescription Drug Claims will include the sum of the Prescription Charges (defined below) with respect to such Prescription Drug Claims that Administrator has paid or is obligated to pay to PBM on behalf of Client. For purposes of this Agreement, the "Prescription Charges" with respect to a particular Prescription Drug Claim shall be an amount equal to:
- (a) the lesser of: (i) the sum of (x) the ingredient cost of the drug, plus (y) the pharmacy dispensing fee for such drug (each as set forth on the Client Application); or (ii) the pharmacy's U&C amount for such drug; plus
 - (b) state tax, where applicable; minus
 - (c) Cost Share.

In addition to and without limiting the foregoing, any sales, use or other tax or assessment, including without limitation any surcharge or similar fee imposed under applicable law on any health care provider, Client, Member, service, supply or product provided or to be provided under this Agreement, will be the responsibility of Client and will be added to any invoices to Client hereunder as applicable.

- D. Client acknowledges that there are certain clinical programs and related prescription drug services (e.g., formulary management, generic substitution programs, prior authorizations, appeals) made available by PBM and other strategic partners of Administrator and administered by Administrator for the benefit of Client and its Members which Client may elect, in its discretion and subject to mutual agreement with Administrator, to include as part of the prescription drug benefits and services made available by Client to its Members under this Agreement (collectively, "Clinical Programs" and "Optional Services"). Client further acknowledges and agrees that (a) any such Clinical Programs and Optional Services it elects to include as part of its Plan may require the payment of additional charges as set forth in the Client Application (collectively, the "Program Fees") and (b) a portion of any such Program Fees paid by Client may be retained by Administrator.
- E. Client acknowledges and understands that PBM, through its contractual arrangement with Administrator, guarantees certain Rebates as set forth in the Client Application. The Parties further acknowledge and understand that no Rebates or similar discounts or payments will be paid to the Parties with respect to any

Prescription Drug Claims reimbursed on a unit basis by Medicaid agencies or other federal or state healthcare programs.

- F. Client acknowledges and is aware that Administrator, pursuant to its contractual agreement with PBM, (i) is paid by PBM an administrative services credit payment per mail and retail Prescription Drug Claim administered by Administrator on behalf of each Member in the Plan (the “PBM Service Credit”); and (ii) may also receive from PBM a one-time per Member implementation and marketing credit payment designed to reimburse Administrator for actual expenses and out-of-pocket costs incurred by Administrator to market and implement PBM products and services and transition Client (and its Members) to PBM’s benefit offerings (the “Implementation Credit”). It shall be Administrator’s responsibility to obtain and collect such PBM Service Credit and the Implementation Credit directly from PBM and Client shall have no responsibility (payment or otherwise) with respect to such credit due to Administrator. The Parties acknowledge and agree that (1) Administrator shall be responsible for any and all transition and implementation costs it incurs (exclusive of any Implementation Credit received by it as described above) with respect to the marketing and transition of Client (and its Members) to benefit offerings administered by Administrator for Client, and (2) Client shall be responsible for any and all transition and implementation costs it incurs with respect to the transition and implementation of such benefit offerings (e.g., Client’s Human Resources Department’s work, legal work on the Plan to update Plan documents, etc.). To the extent applicable to the Parties, it is the Parties’ intention that, for purposes of the Federal Anti-Kickback Statute and any required government reporting, the PBM Service Credit and Implementation Credit shall constitute and shall be treated by Administrator and Client as a discount against the price of drugs within the meaning of 42 U.S.C. § 1320a-7b(b)(3)(A). By executing this Agreement, each of Administrator and Client hereby agrees that the Administrator and PBM are warranting that the PBM Service Credit and any Implementation Credit shall be so treated and reported, as and to the extent applicable to each such Party.

Client acknowledges and is aware that Administrator may also receive from PBM an annual per Member credit payment designed to reimburse Administrator for actual expenses and out-of-pocket costs incurred by Administrator to administer the Plan (the “Pharmacy Management Fund Credit”). It shall be Administrator’s responsibility to obtain and collect such Pharmacy Management Fund Credit directly from PBM and Client shall have no responsibility (payment or otherwise) with respect to such credit due to Administrator. Administrator may, in turn, reimburse Client from Pharmacy Management Fund Credits received up to a one-time amount of \$100,000.00 to offset legitimate, necessary and commercially reasonable expenses and out-of-pocket costs incurred by Client associated with management and administration of the Plan. Client must submit a detail of applicable expenses to Administrator for approval and reimbursement. Administrator will provide Pharmacy Management Fund credits to Client within sixty (60) days of receipt of a copy of this Agreement fully executed by Client. By signing this Agreement, Client attests that they have incurred \$100,000.00 or more in legitimate, necessary and commercially reasonable expenses related to the management and administration of the Client’s Plan. Notwithstanding the foregoing, the Parties acknowledge and agree that (1) Administrator shall be responsible for any and all Plan administration costs it incurs (exclusive of any Pharmacy Management Fund Credit received by it as described above) with respect to the administration of the Plan to manage offerings administered by Administrator for Client, and (2) Client shall be responsible for any and all management and administration costs it incurs with respect to the management of such offerings. To the extent applicable to the Parties, it is the Parties’ intention that, for purposes of the Federal Anti-Kickback Statute and any required government reporting, the Pharmacy Management Fund Credit shall constitute and shall be treated by Administrator and Client as a discount against the price of drugs within the meaning of 42 U.S.C. § 1320a-7b(b)(3)(A). By executing this Agreement, each of Administrator and Client hereby agrees that the Pharmacy Management Fund Credit shall be so treated and reported, as and to the extent applicable to each such Party.

- G. Client acknowledges that Administrator may, in its sole discretion, compensate brokers and/or third-party consultants from monies received or due to be received by Administrator.

ARTICLE V – LATE PAYMENT

- A. If the Prescription Charges for Prescription Drug Claims, the Transaction Fees, the Program Fees, or any other amounts due under this Agreement are not paid by Client and received by Administrator by the due date of

the applicable invoice, then Client shall pay Administrator a service charge equal to one and a half percent (1.5%) (or the maximum amount allowable under applicable law) of all then past due amounts. In addition to such service charge, any past due amounts (inclusive of service charges) will incur interest beginning on the due date and continuing thereafter until fully paid at a rate of eighteen percent (18%) per annum (or the maximum amount allowable under applicable law). Administrator will not accrue service charges or interest on an applicable invoice until the applicable invoice is seven (7) days past due, at which time service charges and interest shall accrue and be calculated from the due date of the applicable invoice in accordance with this paragraph.

- B. Furthermore, if payment of the Prescription Charges for Prescription Drug Claims, the Transaction Fees, the Program Fees, or any other amounts due under this Agreement are not received by the due date of the applicable invoice, Administrator may, at its option, cease or suspend the provision of administrative services provided by Administrator under this Agreement, and deactivate all prescription drug cards issued to the Members. Consult Article VI for Administrator's option and right to terminate this Agreement at any time if Client fails to make full and timely payment of such charges and fees (including any applicable service charges and interest) to Administrator.
- C. If at any time Administrator reasonably determines that Client may have difficulty meeting its financial commitments under this Agreement, Administrator may request from Client financial information, reasonable assurances, or both, satisfactory to Administrator as to Client's ability to timely and fully meet its commitments and responsibilities hereunder. Such assurances may include, without limitation, Administrator requiring Client to make a deposit in such amount reasonably sufficient in Administrator's judgment to secure Client's payment obligations. If Client provides Administrator with such a deposit, Administrator may apply the deposit to past due balances and shall return the remaining deposit, if any, after the termination of this Agreement and the payment of all amounts payable to Administrator hereunder. Any deposit made by Client hereunder shall not be deemed a Plan asset.
- D. Administrator's failure to charge or collect a service charge and/or interest from Client shall not waive or otherwise limit in any respect any future right of Administrator under this Agreement to charge or collect a service charge and/or interest from Client.

ARTICLE VI – TERM AND TERMINATION

- A. The initial term of this Agreement shall commence on the Effective Date and shall continue in effect, unless sooner terminated as provided herein, for a period of one (1) year after the Effective Date (the "Initial Term"). Unless either Party gives the other Party written notice of its intention to terminate (given in the manner prescribed in Article VIII.B below) effective as of the last day of the Initial Term or any Renewal Term at least ninety (90) days in advance of the expiration of then applicable Initial Term or Renewal Term (as the case may be), the Term of this Agreement shall automatically renew and extend for additional one (1) year renewal terms (each, a "Renewal Term") without any additional act on the part of either Party for up to five (5) Renewal Terms (unless sooner terminated as provided herein and subject to the consequences of any such termination). Administrator may terminate this Agreement at any time if its contractual arrangement with PBM terminates by giving at least ninety (90) days prior written notice of the termination of this Agreement to Client.
- B. Either Party may terminate this Agreement upon written notice to the other Party if, as a result of any change in law, the rights or obligations of the requesting Party would be materially and adversely affected. Any such termination shall be effective on the day immediately preceding the effective date of such change in law, subject to the provisions of immediately following sentence. Notwithstanding the foregoing sentence, the Parties hereby agree to use prompt, good faith efforts to renegotiate the terms of this Agreement. If the Parties successfully conclude such negotiations prior to the effective date of the change in law, this Agreement shall not terminate and shall be amended to reflect the negotiated terms mutually agreed upon by the Parties. In the event the Parties are unable to successfully conclude and reach mutual agreement through such good faith negotiations, this Agreement shall terminate as provided above and herein.

- C. On and after the date of termination of this Agreement, Administrator shall be obligated to complete such administrative services provided for in this Agreement as have been commenced prior to the date of termination. Therefore, Prescription Drug Claims incurred or reported after the date of termination are the sole responsibility of Client and are not the responsibility of Administrator. Furthermore, termination of this Agreement shall not relieve Client of its obligation to pay Administrator for any outstanding Prescription Drug Claims, charges, fees (including without limitation any applicable service charges), interest and reasonable collection costs and attorneys' fees incurred by Administrator associated with such collections. Upon termination of this Agreement, Administrator shall not have any obligation to transition Claims files and/or histories (or other information prior to such information being scrubbed of PBM's or Administrator's confidential, proprietary or trade secret information) to the extent that they contain PBM and/or Administrator cost, pricing and/or other proprietary, financial information, to Client's new prescription benefit manager or any other third party. With respect to any files requested by Client or its new prescription benefit manager, any associated charges shall be the responsibility of Client.
- D. Administrator may, in its sole and absolute discretion, suspend performance or terminate this Agreement at any time without giving any advance notice, written or otherwise, to Client (or to any other party) and without penalty or liability for any Losses if (1) Client fails to make timely payment of the Prescription Charges for Prescription Drug Claims, the Transaction Fees, the Program Fees, or any other applicable payments owed to Administrator in accordance with the terms and conditions of this Agreement or, if requested, does not provide a deposit to Administrator as provided in Article V.C above, (2) Client makes an assignment for the benefit of creditors, (3) Client is the subject of a voluntary or involuntary petition for bankruptcy or is adjudicated insolvent or bankrupt, or (4) a receiver or trustee is appointed for any portion of Client's property.
- E. Termination of this Agreement shall not terminate either Party's rights and obligations under Article III.C, Article III.D, Article IV (Financial Arrangement), Article V (Late Payment), Article VI.C, Article VII (Indemnification), Article VIII.B (Notices), Article VIII.C (Applicable Law; Venue; Consent to Jurisdiction; Arbitration), Article VIII.D (Entire Agreement; Construction), Article VIII.F (Relationship of the Parties), Article VIII.I (Confidential and Proprietary Information), Article IX (Licenses; Intellectual Property), Article X (ERISA, COBRA & HIPAA Duties) and the Client Application (as amended, if applicable), and all such rights and obligations shall expressly survive any such termination.

ARTICLE VII – INDEMNIFICATION

- A. Except as otherwise provided in this Agreement, Administrator agrees to hold Client harmless and to indemnify Client and Client's Representatives from and against any Losses arising out of or related to Administrator's breach or violation of this Agreement.
- B. Client acknowledges that: (1) Administrator and its Representatives do not bear any liability for Losses under the Plan; (2) Administrator and its Representatives do not insure nor underwrite the liability of Client under the Plan; (3) Administrator's execution of this Agreement shall not be deemed as the assumption by Administrator or its Representatives of any responsibilities, obligations or duties other than those required of Administrator pursuant to the express terms and conditions of this Agreement; and (4) Administrator is not liable for any Losses arising out of or related to (a) Client's failure to comply with any law, rule, or regulation, or (b) an allegation of willful misconduct of Client or any of Client's employees, agents, or subcontractors.
- C. Each Party's liability to the other Party and its Representatives hereunder shall not exceed the actual proximate Losses caused by or arising from the liable Party's breach or violation of, or failure to perform, any term or provision of this Agreement. In no event whatsoever shall either Party or any of its Representatives be liable for any indirect, special, incidental, consequential, exemplary or punitive damages (in each case, to the fullest extent that such damages may be waived by contract under applicable law), or any damages for lost profits relating to a relationship with a third party, however caused or arising, whether or not they have been informed of the possibility of their occurrence.

ARTICLE VIII – GENERAL PROVISIONS

- A. **Changes in Agreement.** This Agreement may be amended at any time, without prior notice to any Member, by mutual written agreement executed by Administrator (through its duly authorized Representative) and Client (through its duly authorized Representative). No employee, agent or other Representative of Administrator is authorized to amend or vary the terms and conditions of this Agreement or to make any agreement or promise not specifically contained herein or to waive any provision hereof other than by the means prescribed above in this Article VIII.A.
- B. **Notices.** Any notices to be given hereunder shall be deemed sufficiently given when in writing and (1) actually delivered to the Party to be notified or (2) placed in an envelope directed to the Party to be notified at the following addresses and deposited in the United States mail by certified or registered mail, postage prepaid:

If to Administrator at: RxBenefits, Inc.
Attn:
3700 Colonnade Parkway, Suite 600
Birmingham, AL 35243

If to Client at: Hamilton County Department of Education
Attn: Procurement Department
3074 Claude Ramsey Parkway
Chattanooga, TN 37421

Such addresses may be changed by either Party by written notice as to the new notice address given to the other Party as provided in this Article VIII.B. Client shall act as agent of its employees (and such employees’ dependents, as and whenever applicable) to receive all notices to them hereunder and to notify the employees and their participating dependents affected thereby. It also shall be the responsibility of Client to notify all employees (and their dependents) of the expiration or termination of this Agreement by a Party pursuant to Article VI or otherwise. In the case of changes in, or termination of, the Agreement, notice to or by Client shall be deemed to constitute notice to all employees of Client and their dependents, and no further notice need be given by Administrator to any employee or dependent in order to effectuate any change in, or termination of, this Agreement or the benefits or coverage provided for herein or made available hereby.

- C. **Applicable Law; Venue; Consent to Jurisdiction; Arbitration.** This Agreement shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of Tennessee without regard to conflicts of law principles. The Parties agree that the exclusive venue for any action, suit, claim, counterclaim, cross-claim or otherwise with respect to this Agreement and/or the subject matter hereof shall be in the federal courts of the Eastern District of Tennessee and state courts sitting in Hamilton County, Tennessee (the “Tennessee Courts”), and each Party knowingly and voluntarily hereby submits and consents to the jurisdiction of said courts over such Party and hereby expressly waives and releases any and all defenses, claims or other rights or remedies it may have or may assert or allege to establish that jurisdiction or venue in the Tennessee Courts is in error, improper or otherwise invalid in any respect. As such, each Party agrees that any such Tennessee Courts shall have *in personam* jurisdiction over it and consents to service of process in any manner authorized by Tennessee law. Each Party further covenants not to sue the other Party (or such other Party’s Representatives) in any court or jurisdiction other than the Tennessee Courts.
- D. **Entire Agreement; Construction.**
 - 1. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any prior oral or written communication between the Parties with respect to the subject matter hereof. All Recitals to this Agreement set forth above and all exhibits and addenda attached hereto are hereby incorporated into and made a part of this Agreement.

2. In the event any provision of this Agreement shall be determined invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly; provided, that if the invalidation or unenforceability of such provision(s) shall, in the reasonable, good faith opinion of either Party, have a material adverse effect on such Party's rights or obligations under this Agreement, then the Agreement may be terminated by such Party upon thirty (30) days advance written notice by such Party to the other Party.
 3. The Parties hereto agree that no provisions of this Agreement or any related document shall be construed for or against or interpreted to the advantage or disadvantage of any Party hereto by any court or otherwise by reason of any Party's having or being deemed to have structured or drafted such provision, each Party hereby expressly acknowledging its participation and/or its right and ability to participate, in the structuring and drafting hereof. The Parties further acknowledge that: (i) this Agreement is the product of good faith, arm's length negotiations between them; (ii) such Parties possess substantially equal bargaining power; and (iii) each Party has had the opportunity to obtain the advice of legal counsel regarding the negotiations and execution of this Agreement.
 4. This Agreement is not a third-party beneficiary contract, nor shall this Agreement create (or be construed or deemed to create) any rights or remedies, whether legal, equitable or otherwise, on behalf of Members or any other third parties as against Administrator.
 5. This Agreement is not a contract of insurance and Administrator is not an insurer or underwriter of Client's liability under, or with respect to, the Plan. Except as otherwise provided in this Agreement, Client has and will retain the ultimate responsibility for payment of Prescription Drug Claims and other expenses under the Plan.
 6. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement.
- E. **Authority; Counterparts.** Each signatory to this Agreement represents and warrants that he/she has full corporate or company authority to sign this Agreement on behalf of his/her respective Party and to legally bind and obligate such Party by so signing. Additionally, upon such signature by such authorized signatory(ies) of Client in each signature block of this Agreement (and the Client Application and the Business Associate Agreement made a part of this Agreement), Client represents, warrants, covenants and agrees that it has the necessary power and authority, corporate, company or otherwise (and that all necessary action has been taken for Client), to enter into this Agreement and such other agreements and to consummate the transactions provided for herein and therein. This Agreement (including the exhibits hereto) may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic signatures shall be deemed to be original signatures for all purposes.
- F. **Relationship of the Parties.**
1. Administrator and Client are, and shall at all times be, solely independent contractors. Neither Party nor its Representatives is, nor shall such Party or its Representatives be construed to be, by any Party to this Agreement or by any third party, an employee, joint venturer, partner, principal, agent, master, servant, fiduciary or other Representative of the other Party. Neither Party is authorized to assume or create any obligations, duties or liabilities, express or implied, on behalf of or in the name of the other Party, except as otherwise expressly provided to the contrary in this Agreement. Furthermore, Client acknowledges, agrees and understands that Administrator, on the one hand, and PBM and any other contracting parties of Administrator, on the other hand, are unaffiliated entities and independent parties who are solely independent contractors of one another.

2. Client acknowledges that: (i) Client shall be responsible, in its sole discretion, for the selection of any consultants or experts to provide advice to Client as to liabilities under the Plan or duties or obligations of the Plan or Client under applicable law or otherwise; and (ii) Client is not contracting hereunder with Administrator for the provision of any such advice by Administrator. To the contrary, the Parties expressly acknowledge that Administrator will not provide such advice to Client, and that neither Party has any obligation or responsibility to advise the other Party about such other Party's compliance or noncompliance with any law, regulation, statute, rule or otherwise (including without limitation under ERISA, the Internal Revenue Code, the Public Health Services Act and/or any regulation with respect to the any of the foregoing).
3. Client expressly acknowledges and agrees that: (i) Administrator is not (nor shall it be deemed to be at any time) a "fiduciary" for any purpose under ERISA, the Internal Revenue Code and/or the Public Health Services Act (and any regulations thereunder), applicable state law, common law or otherwise; (ii) Administrator is not (nor shall it be deemed to be at any time) the administrator of the Plan for any purpose; (iii) Client (and not Administrator) possesses and expressly retains at all times during this Agreement and thereafter the sole and absolute authority and responsibility to design, amend, terminate, modify, in whole or in part, all or any portion of the Plan, including without limitation the sole and absolute authority to control and administer the Plan and any assets of the Plan, and such authority and responsibility cannot be delegated to Administrator; and (iv) Client (and not Administrator) has complete discretionary, binding and final authority to construe the terms of the Plan, to interpret ambiguous Plan language, to make factual determinations regarding the payment of Prescription Drug Claims or provision of benefits, to review denied Prescription Drug Claims and to resolve complaints by Members.

G. Compliance with Laws; Force Majeure.

1. Each Party hereby certifies and shall perform its duties and obligations under this Agreement in a manner that complies with all federal, state, local and other laws and regulations applicable to such Party and its performance hereunder, including without limitation the federal anti-kickback statute set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), the Public Contracts Anti-Kickback Statute, and/or the federal "Stark Law" set forth at 42 U.S.C. § 1395nn ("Stark Law"), as and to the extent applicable to each such Party. Each Party is responsible for obtaining its own legal advice concerning its compliance with applicable laws. If Administrator's performance of its duties and obligations under this Agreement is made materially more burdensome or expensive due to a change in federal, state or local laws or regulations or the interpretation or enforcement thereof, the Parties shall, at the option of Administrator, negotiate promptly and in good faith an appropriate adjustment to the fees, costs, expenses and/or charges paid to Administrator hereunder or other amendment to this Agreement reasonably necessary in light of the change in law or regulation or the interpretation or enforcement thereof. If the Parties cannot agree on such adjusted amounts or amended terms, then either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party.
2. Neither PBM nor Administrator shall be obligated at any time to provide the prescription drug benefit and related services identified in this Agreement to Client or the Members if Client or, if applicable, Members, are located in a state requiring a prescription benefit manager to be a fiduciary to Client or Members, in any capacity, contrary to or inconsistent with the terms and conditions specifically identified in this Agreement. In the event any state law or regulation requires PBM or Administrator to be a fiduciary to Client or a Member contrary to or inconsistent with the terms and conditions identified in this Agreement, Administrator may elect not to provide such prescription drug benefit and related services identified in this Agreement to the impacted Members upon thirty (30) days' prior written notice to Client.
3. Each Party, upon giving prompt written notice thereof to the other Party, shall not be liable for delay or failure to perform hereunder (except with regard to payment of invoices), if such delay or failure is due to a cause or causes beyond the reasonable control of such Party (a "Force Majeure Event"). For purposes of this Agreement, a Force Majeure Event may include, but shall not be limited to, acts

of God or the public enemy, fire, flood, storms, explosion, earthquake, war, terrorism, malicious mischief, accident, transportation tie-up, riot or civil insurrection, embargo, boycott, lock-out, strike or labor disturbance, slowdown or labor stoppage of any kind or act of any government, foreign or domestic. Each Party shall have the option, but not the obligation, to terminate this Agreement in its entirety if the other Party fails to perform any material obligation of this Agreement because of the occurrence of a Force Majeure Event and either (i) the other Party does not cure such breach within thirty (30) days after the occurrence of the Force Majeure Event, or (ii) such failure is not reasonably subject to cure within such period. The non-breaching Party must provide written notice of termination to the breaching Party.

H. Access to Information; Audit Rights; Government Agency Submitted Claims.

1. Administrator and Client will allow each other reasonable access at reasonable times to administrative information relating to this Agreement and the Parties' respective duties, obligations and benefits described herein, upon the giving of reasonable advance notice by the requesting Party (subject to any limitations with respect to information that is not in the possession or control of Administrator or is otherwise subject to a covenant of confidentiality in favor of a third party). The requesting Party agrees to execute a confidentiality agreement in form and content satisfactory to the disclosing Party as a condition precedent to being permitted such access to such information.
2. Client, or a mutually acceptable independent, third party auditor retained by Client, may conduct, with at least sixty (60) days prior written notice and at Client's sole cost and expense, an annual Prescription Drug Claims audit of Administrator's data that directly relates to Prescription Drug Claims billings for the prior Agreement year. The scope and manner of such a Prescription Drug Claims audit (including applicable guidelines and timelines) shall be as reasonably determined by Administrator and communicated to Client sufficiently in advance of any such audit. Client agrees that it will execute (and shall cause any mutually acceptable independent, third party auditor taking part in any such audit to execute) a confidentiality agreement in form and content reasonably acceptable to Administrator prior to conducting any such audit. Any request by Client to permit an auditor to perform an audit will constitute Client's direction and authorization to Administrator to disclose PHI to auditor. In the event of an audit by a mutually acceptable independent third party, Administrator and Client shall be provided with a copy of any proposed audit report or other written materials documenting such audit and Administrator will have a reasonable opportunity to comment on any such report or written materials documenting such audit before such are finalized. Upon finalization of audit results and agreement between Client and Administrator on any identified adjustments or discrepancies, if any, the period under review will be considered closed by the Parties and such agreed upon adjustment payments, if any, shall be paid by the appropriate Party within thirty (30) days of execution by the Parties of an appropriate release document covering the audit period. Client acknowledges that it shall not be entitled to audit documents that Administrator is barred from disclosing by applicable law or pursuant to an obligation of confidentiality to a third party or that are not under the direction or control of Administrator. Administrator will make 100% of claims available to Client or a mutually acceptable third party retained by Client to audit the processing contract. Client further acknowledges that there shall be a blackout period for audits from November 1 – February 1 each year.
3. Client acknowledges that government agencies, including without limitation federal and state governmental payors, may seek eligibility or similar data from Administrator or PBM regarding Members and may submit to Administrator or PBM claims for reimbursement for prescription drug benefits provided to such government agencies (or their agents) to Members ("Government Claims"). Client authorizes (a) Administrator and PBM to provide such data as requested by government agencies, including without limitation federal and state governmental payors, and/or their authorized agents and (b) Administrator and/or PBM to process such Government Claims. Client acknowledges that Administrator may advance payment for Government Claims on behalf of Client during the Term of this Agreement. Client shall reimburse Administrator, in accordance with Client's payment obligations under this Agreement, for all amounts advanced by Administrator for payment of Government Claims. Client acknowledges that Government Claims submitted by or on behalf of a

state Medicaid Agency or other governmental payor shall be paid by or on behalf of Client if submitted within three (3) years from the original date of fill unless a longer period is required by applicable law. In addition, Government Claims submitted by or on behalf of a state Medicaid agency or other governmental payor may not be denied on the basis of the format of the Government Claim or failure to present proper documentation at the point-of-sale. Client shall also reimburse Administrator for any adjustments or reconciliations to previously processed Government Claims that may be payable to government agencies in accordance with applicable laws and regulations. The administrative fee for processing Government Claims shall be invoiced at the paper submitted claim rate already agreed to by the Parties or as otherwise agreed upon in writing by Administrator and Client. Administrator reserves the right to (a) terminate these services upon ninety (90) days prior notice to Client, or (b) delegate these services to a third-party claims processor other than PBM. Notwithstanding any provision of this Agreement to the contrary, Client acknowledges and agrees that Client shall be solely responsible for processing and making payment of any Government Claims applicable to Client and its Members received after the effective date of the termination or expiration of this Agreement.

I. Confidential and Proprietary Information.

1. The term “Confidential Information” includes, but is not limited to, this Agreement or any information of either Client or Administrator (including without limitation its designees) disclosed or made available before the Effective Date, now or in the future (whether oral, written, electronic, visual or fixed in any tangible medium of expression) relating to either Party’s services, operations, systems, programs, inventions, techniques, suppliers, customers and prospective customers, contractors, costs and pricing data, trade secrets, know-how, processes, plans, designs and other information of or relating to either Party’s business. Confidential Information does not include Protected Health Information, the use and disclosure of which is governed by Article IX (Licenses; Intellectual Property) and Article X.C (ERISA, COBRA & HIPAA Duties) (including Exhibit B) of this Agreement. Without limiting the foregoing in any way, Client acknowledges and agrees, for itself and its Representatives, that the following financial fields constitute Confidential Information of Administrator for purposes of this Agreement and shall not be disclosed by Client to any third parties without the express, prior written consent of Administrator: (a) total AWP; (b) ingredient cost; (c) dispensing fees; (d) drug cost; (e) patient amount paid; (f) total amount paid; (g) sales tax; (h) U&C charges; (i) specialty indicator; and (j) brand/generic indicator.
2. Administrator and Client shall not disclose or make use of any Confidential Information except as permitted under this Agreement without the prior written consent of the non-disclosing Party, which consent may be conditioned upon the execution of a confidentiality agreement. Each Party may disclose Confidential Information of the other Party only to its authorized Representatives who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary nature of the Confidential Information; and (ii) with respect to Representatives, have agreed in writing not to disclose it to others and to treat it in accordance with the requirements of this Section. Administrator or Client, as applicable, shall be responsible to the other Party for any breach of this Agreement by its respective Representatives. Representatives, for the purpose of this Article VIII(I), include entities that directly or indirectly (i) control; (ii) are controlled by; or (iii) are under common control with a Party, including any subsidiary or successor.
3. The foregoing shall not apply to such Confidential Information to the extent: (i) the information is or becomes generally available or known to the public through no fault of the receiving Party; (ii) the information was already known by or available to the receiving Party prior to the disclosure by the other Party on a non-confidential basis; (iii) the information is subsequently disclosed to the receiving Party by a third party who is not under any obligation of confidentiality to the disclosing Party; (iv) the information has already been or is hereafter independently acquired or developed by the receiving Party without violating any confidentiality agreement or other similar obligation; or (v) the information is required to be disclosed pursuant to a court order. Except in accordance with the requirements of this Article VIII.I.3, neither Party nor its Representatives may disclose, or permit to

be disclosed, Confidential Information of the other Party as an expert witness in any proceeding, or in response to a request pursuant to the Tennessee Public Records Act, a request for information by oral questions, interrogatories, document requests, subpoena, civil investigative demand, formal or informal investigation by any government agency, judicial process or otherwise. If either Party, or any of its respective Representatives, is requested to disclose the Confidential Information of the other party for any of the reasons described in the preceding sentence such Party shall give no less than two (2) business days' prior written notice to the other Party to allow the other Party to seek an appropriate protective order or modification of any requested disclosure. The receiving Party agrees to reasonably cooperate with the disclosing Party in any action by the disclosing party to obtain a protective order or other appropriate remedy. If the receiving Party is ultimately legally compelled to disclose such Confidential Information, the receiving Party shall disclose only the minimum required pursuant to and in order to comply with the court order or other legal compulsion.

4. Without limiting any other rights and remedies available under this Agreement or otherwise, any unauthorized disclosure or use of Confidential Information would cause Administrator or Client, as applicable, immediate and irreparable injury or loss that may not be adequately compensated with money damages. Accordingly, if either Party fails to comply with this Article VIII.I, the other Party will be entitled to seek to obtain specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for Losses caused by the breach, and to seek to obtain any other remedies provided by law or in equity.
 5. The confidentiality provisions of this Agreement supersede any and all prior oral or written communication(s) or agreement(s) of the Parties with respect to the confidential information of either Party, including, but not limited to, any mutual nondisclosure agreement between or among the Parties and/or Client's broker or consultant.
 6. **Gag Clause Compliance.** Nothing in this Agreement may be construed or enforced by a Party as a gag clause that prohibits the exchange of information required under 26 U.S.C. § 9824(a); 29 U.S.C. § 1185m(a)(1); or 42 U.S.C. § 300gg-119(a)(1).
- J. **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, provided such consent will not be unreasonably withheld. However, Administrator may assign this Agreement or delegate the duties to be performed by or on behalf of Administrator under this Agreement without the consent of Client as part of a change in ownership or the sale of all, or substantially all, of the assets of Administrator or similar sale or disposition of Administrator that would, upon consummation, be deemed to constitute an assignment of this Agreement under applicable law.
- K. **Disclosure of Information to Third Parties.** Client acknowledges, understands and agrees that it may be necessary or desirable for Administrator to disclose information obtained from, provided by or otherwise regarding or relating to Client, Client's Plan, and/or Client's employees and Members (excluding any information that constitutes PHI under HIPAA) to certain vendors, consultants, brokers or other third parties in connection with Administrator's services, duties and/or obligations rendered by, or required of, Administrator under this Agreement or otherwise relating to its performance hereunder.
- L. **Exclusivity.** PBM and Administrator shall be the exclusive providers of each of the services described in this Agreement for the Plan receiving services as set forth in this Agreement, provided that PBM will be a provider of specialty products and services if Client elects an "open specialty" relationship with the PBM. Client acknowledges and agrees that it will not, directly or indirectly, engage any prescription benefit manager or other third party, to provide concurrently to Client or the Plan any service that is similar to any of the services provided by Administrator or PBM, including without limitation, retail pharmacy network contracting, pharmacy claims processing, mail pharmacy services, formulary and rebate administration services, and specialty pharmacy services to the extent an exclusive option has been selected. Client acknowledges and agrees that a breach of this Section shall be deemed a material breach of this Agreement and shall entitle PBM and Administrator to modify pricing terms of this Agreement.

- M. **Conflict.** In the event of any inconsistency or conflict between this Agreement and the Business Associate Agreement, the terms, provisions, and conditions of the Business Associate Agreement shall govern and control on issues relating to PHI.

ARTICLE IX – LICENSES; INTELLECTUAL PROPERTY

- A. **Client License Grant.** Subject to the terms and conditions of this Agreement, Client hereby grants to Administrator a non-exclusive, perpetual, royalty-free license to receive, store, access, host, transmit, use, copy, reproduce, distribute, display, publish, process, reformat, reconfigure, modify, manipulate, arrange, compile, parse, aggregate, anonymize, de-identify, and create derivative works of Raw Data and Client Data as necessary or useful for (i) Administrator’s provision of the Services to Client hereunder; and (ii) Administrator’s creation and use of De-identified Data.
- B. **Intellectual Property and Assets.**
1. Client acknowledges and agrees that Administrator (i) is and shall remain the owner of all right, title, and interest in and to the Administrator Intellectual Property; and (ii) may freely use and disclose Administrator Intellectual Property in accordance with applicable law.
 2. Except as otherwise set forth in this Agreement: (i) Client shall have no right, title or interest in or to any Administrator Intellectual Property or any portion(s) thereof; (ii) nothing in this Agreement shall operate or be construed as an express or implied grant, transfer, conveyance, assignment, or license to Client of any right, title, or interest in and to any Administrator Intellectual Property; and (iii) upon expiration or termination of this Agreement, Client shall immediately cease any and all further use and disclosure of the Administrator Intellectual Property, unless and until a superseding agreement is executed by the Parties. Client shall take such actions (including, without limitation, execution of affidavits or other documents) as Administrator may reasonably request, to effect, perfect, or confirm Administrator’s ownership interests and other rights as set forth in this Article IX.B.
 3. Client shall not directly or indirectly remove, obscure, alter or otherwise modify any copyright and/or other proprietary notices placed or appearing on any Administrator Intellectual Property.

ARTICLE X – ERISA, COBRA AND HIPAA DUTIES

- A. **ERISA.** If Client’s offering of the Plan provided for in this Agreement constitutes part of a “welfare plan” within the meaning of Section 3(1) of ERISA, it is understood and agreed that the duties of Client and Administrator are as follows:
1. **Plan and Summary Description:** It shall be the duty of Client (and not the duty of Administrator) to furnish any Plan, summary plan description or summary of material modifications to Members and beneficiaries as required by ERISA and any regulations under it. It shall be the duty of Administrator to provide Client, upon request, with a summary of benefits available under the Plan for use in conjunction with the summary plan description and summary of material modifications.
 2. **Annual and Summary Annual Reports:** It shall be the duty of Client to furnish any annual reports to participants and/or governmental agencies as required by ERISA, the Internal Revenue Code and any regulations thereunder. It shall be the duty of Administrator to send to Client, upon Client’s reasonable request, such information which Administrator has within its possession as will permit Client to make the annual reports. It shall be the duty of Client to provide the Members with summary annual reports as required by ERISA and any regulations under it.
 3. **Plan Administrator:** It is expressly understood and agreed by the Parties that any and all duties assigned by ERISA and any regulations thereunder to the Plan Administrator including, but not limited to, those duties specified in the Plan shall be deemed for purposes of this Agreement as duties of Client and not those of Administrator.
- B. **Continuation Coverage.** It is also expressly understood and agreed by the Parties that the compliance with continuation coverage requirements imposed on group health plans by ERISA, the Internal Revenue Code and

the Public Health Service Act (including the regulations thereunder) shall be the sole obligation of Client under this Agreement and not the obligation of Administrator. Further, Administrator will not accept payment directly from any employee or former employee (or dependent of such employee or former employee) that is eligible for continuation coverage under the Plan. It shall be the responsibility of Client (and not Administrator), or such other third party administrator handling the group health plan of which the Plan is a part, to collect the premiums due from the employee or former employee (or dependent of such employee or former employee) for continuation coverage and to satisfy any and all other COBRA duties and responsibilities relating thereto.

C. HIPAA and Privacy and Security.

1. Client shall be solely responsible for any and all duties and responsibilities applicable to Client under HIPAA and similar state law that may apply to the Plan offered under this Agreement at any time, including but not limited to those provisions applicable to Client relating to portability, non-discrimination, privacy and security. The Parties agree to sign a HIPAA Business Associate Agreement in the form attached hereto as Exhibit B.

IN WITNESS WHEREOF, Administrator and Client have caused this Agreement to be executed and delivered by their respective authorized Representatives as of the Effective Date.

Client: Hamilton County Department of Education

By: _____

Printed Name: _____

Title: _____

Administrator: RxBenefits, Inc.

By: _____

Printed Name: _____

Title: _____

[Exhibit A (Client Application) Follows]

EXHIBIT A

CLIENT APPLICATION

January 1, 2026

[IMPORTANT – PLEASE READ CAREFULLY: Client should carefully review this Exhibit A, which has been completed by Administrator, in order to ensure its accuracy and completeness. Client shall promptly notify Administrator of any inaccuracy or omission with respect to the terms and conditions, if applicable (including, without limitation, the Client Information in Section A).]

A. CLIENT INFORMATION

Client's Name: Hamilton County Department of Education

Client's Mail Address: 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, United States

B. PLAN DESIGN; MEMBER COST SHARE

Member Cost Share:

Please see current Summary of Benefits.

Client represents and warrants that the design of Client's Plan as reflected in a Plan Design document for Client ("PDD"), accurately reflects the applicable terms of Client's Plan for purposes of this Agreement. Client shall provide Administrator with ninety (90) days prior written notice of any proposed changes to the design of Client's Plan (including the PDD), which changes shall be consistent with the scope and nature of the services to be provided by Administrator under this Agreement. Client agrees that it is responsible for Losses resulting from (a) any failure to implement Plan Design changes which are not communicated in writing to Administrator, or (b) implementation of verbal or written direction regarding exception or overrides to the PDD. In addition, Client shall notify Members of any Plan Design changes prior to the effective date of any such changes as required by applicable law.

C. SERVICES; FORMULARY.

1. **Base Administrative Services:** The following services are the base administrative services made available to Client and its Members pursuant to the Agreement (including this Exhibit A) (the “Base Administrative Services”), as applicable:

- Administration of eligibility submitted via telecommunication or electronically
- Eligibility maintenance
- Client support system for on-line access to current eligibility
- Administration of Client’s Plan Design
- In-network claims adjudication via on-line claims adjudication system
- Designated Account Team
- Client clinical and plan consulting, analysis and cost projections
- Annual analysis of program utilization and impact of plan design and managed care interventions
- Welcome Package and ID Cards (hard copy or digital) for new Members
- Standard Member communications
- Toll-free telephone access to customer service for the program for use by Members and Client’s benefits personnel and Representatives

2. **Additional Administrative Services.** Client will pay for additional administrative services (the “Additional Administrative Services”) beyond those included in the Base Administrative Services that are requested by Client and provided or made available by Administrator under the program as follows:

2.1 Transaction Fees

Administrative Services	Fees
Transaction Fees Payable for Administrative Services	\$1.00 per Prescription Drug Claim
Transaction Fees Payable for Administrator’s Protect Program	\$2.25 per claim
Reviews and Appeals Management	
Initial Determinations (i.e. coverage reviews) and Level One Non-Urgent Appeals under the UM program. Examples: Prior Authorization, Step Therapy, Drug Quantity Management	Included in the existing utilization management PMPM charge OR Included in the existing PA charge of \$55 per initial determination OR No Charge if Client elects HDCR ¹
Initial Determinations and Level One Non-Urgent Appeals for benefit reviews. Examples: copay review, plan excluded drug coverage review, administrative plan design review.	\$55 per initial determination
Final Internal Appeals – Level Two Appeals and/or Urgent Appeals for UM, formulary, and benefit reviews.	\$10 per review OR No Charge if Client elects HDCR ¹
External Reviews by Independent Review Organizations - for non-grandfathered plans	\$800 per review OR No Charge if Client elects HDCR ¹
Miscellaneous	
Third Party Integration Fees	Charges passed through from provider or mutually agreed upon by Parties

¹Reviews not managed by Administrator under HDCR may incur an additional charge.

The following terms and conditions apply only if client does not elect HDCR or for reviews not conducted by Administrator under HDCR:

- Initial determination – this is the first review of drug coverage based on the Plan’s conditions of coverage. Initial determinations are also referred to as initial reviews, coverage reviews, prior authorization reviews, UM reviews, or benefit reviews.
- The Level 2 and Urgent Appeal Service is an optional service for Clients to enroll in and there is an incremental fee of \$10 per initial determination.
- Level 2 and Urgent Appeals are not included in the UM package fees.
- The Level 2 and Urgent Appeal Service fee is not charged per appeal. It is charged for each initial review. This allows Client to better estimate their appeal costs since it is based on the number of initial determinations. The fees cover the legal and operational costs involved with handling final and binding appeal reviews, which includes, but is not limited to the following: staffing of clinical professionals and supportive personnel, notifications to patients and prescribers, and maintaining a process aligned with state and federal regulations.
- Charges for the Level 2 and Urgent Appeal Service are billed on the monthly admin invoice for completed initial determination for UM, formulary, and benefit reviews. No subsequent charges are incurred when cases are appealed.
- Appeals can be deemed urgent at Level 1 or Level 2. Urgent appeal decisions are final and binding. If a Level 1 Appeal is processed as urgent, there is no Level 2 appeal.

PBM Services	Fees
Advanced Utilization Management (AUM Bundle)	\$0.75 / PMPM or Passed through from PBM
Member-submitted paper claims processing fee	\$3.00 per claim
Commercial Medicaid or Medicare subrogation claims fee	\$3.00 per claim
Advanced Opioid Management Program	\$0.32 / PMPM (If Elected)
ACA Statin "Trend Management" Program	\$0.03 / PMPM (If Elected)
Combined Benefit Management	
Services to manage combined medical-pharmacy benefits that are not a consumer-directed health (CDH) plan. Services include ongoing management of the data exchange platform with the medical vendor/TPA, production monitoring and quality control, and designated operations team. Combined benefit types may include deductible, out of pocket, spending account, and lifetime maximum.	\$0.10 PMPM per combined accumulator up to maximum of \$0.20 PMPM for existing connection with medical carrier or TPA. Fees to establish connection with new medical carrier or TPA are quoted upon request.
Basic Network Pharmacy Audit	No Charge, 100% of recoveries passed back to Client
Comprehensive Consumer Driven Health (CDH) Solution	

<u>Technical</u> Bi-directional data exchange; dedicated operations; 24-hour a day, seven-days a week monitoring and quality control; performance reporting; and analytics <u>Decision Support</u> Dedicated CDH member services, Prescription Benefit Review Statements, Retail Pricing Transparency <u>Member Adherence</u> ScreenRx Preventive Medications <u>Member Education</u> Proactive, personalized member communications open enrollment tools and member communications library, robust online features, and preventive care proactive, personalized member communications	\$0.48 PMPM *these charges would be in addition to any pricing adjustments if greater than ten percent of Client's total utilization for all Plans is attributable to a CDHC. These services and fee are required for all CDH enrollees.
ScreenRx for PPO Plans	\$0.25 PMPM (If Elected)
Medicare Part D – Retiree Drug Subsidy (RDS)	
RDS enhanced service (ESI sends reports to CMS on behalf of Client)	\$1.12 PMPM for Medicare-qualified Members with a minimum annual fee of \$7,500
(i) Notice of Creditable Coverage	\$1.35/letter + postage
RDS standard service (ESI sends reports to Client)	\$0.62 PMPM for Medicare-qualified Members with a minimum annual fee of \$5,000
A. Notice of Creditable Coverage	\$1.35/letter + postage
Communication with physicians and/or members (e.g., program descriptions, notifications, formulary compliance, non-Medicare EOBs, etc.	\$1.35/letter + postage
Medicare EOB	\$1.75/letter + postage
Custom non-standard materials	Priced upon request
Electronic Pharmacy Benefit Eligibility Verification	
Eligibility confirmation of pharmacy benefit coverage shared with prescribers and other healthcare professionals through their Electronic Medical Records (EMR) or other digital channels. Pass-through charge to Client at PBM's preferred rate with data switch such as Surescripts.	
Miscellaneous	
RxDC Reporting (Submission of P2, D3-D8, and Narrative Response file via HIOS, and any other files deemed necessary)	Charges passed through from PBM
Coordination of Benefits - Custom reimbursement formula - Setup and ongoing maintenance - Product support	\$0.01 PMPM, If Elected
PBM Services – No Additional Fee	
Customer service for Members	Electronic claims processing
Electronic/on-line eligibility submission	Plan setup
Standard coordination of benefits (COB) (reject for primary carrier)	Software training for access to on-line system(s)
FSA eligibility feeds	

A. Network Pharmacy Services	
Pharmacy help desk	Pharmacy reimbursement
Pharmacy network management	Network development (upon request)
B. Home Delivery Services	
Benefit education	Prescription delivery – standard
Reporting Services	
Web-based client reporting	Annual Strategic Account Plan report
Ad-hoc desktop parametric reports	Billing reports
Claims detail extract file electronic (NCPDP format)	Inquiry access to claims processing system
Load 12 months claims history for clinical reports and reporting	
Website Services	
Express-Scripts.com for Members — access to benefit, drug, health and wellness information; prescription ordering capability; and customer service	Mobile App for Members — Includes My Rx Choices, My Medicine Cabinet, Pharmacy Care Alerts, Refills and Renewals, and virtual prescription ID card.
Implementation Package and Member Communications	
<ul style="list-style-type: none"> New Member packets (includes two standard resin ID cards or virtual cards, depending on PBM’s procedures) Member replacement cards printed via web (for hard-copy cards, charges are passed through from the PBM) 	
<ul style="list-style-type: none"> Member-requested replacement packets or Client requested re-carding 	\$1.50 + postage per packet or card
Clinical	
Concurrent Drug Utilization Review (DUR) Overrides <ul style="list-style-type: none"> a. Client-requested overrides b. Lost/stolen overrides c. Vacation supplies 	No Charge

2.2 Administrator Protect Program

- If elected, the **Low Clinical Value (“LCV”)** exclusion option prevents unnecessary spending by removing LCV medications from the formulary without impact to client rebates while providing equal or more effective medicines at a lower cost. LCV medications are drugs that treat common conditions that do not provide any additional or superior therapeutic value when compared to currently existing therapies already in the marketplace. These medications are excluded in addition to any products that would normally be excluded by the PBM Formulary. This exclusion occurs without affecting Rebate minimum guarantees or contracted discount rates. Administrator reserves the right to amend, from time to time, the list of low clinical value medications. The list of low clinical value medications may be updated quarterly. Client may request a current list of LCV medications.
- If elected, Administrator’s **High Dollar Claim Review program (“HDCR”)**, will provide Client with umbrella protection against high-cost Prescription Drug Claims for approved non-specialty formulary drugs. Prescription Drug Claims over the threshold dollar amount are flagged prior to payment and reviewed for clinical appropriateness. This additional level of clinical oversight protects against unnecessary spending, saving clients money and providing improved visibility into claim reviews, decision processes, and cost savings. If HDCR is elected, Administrator’s **Complex Clinical Intervention (“CCI”)** program is included. CCI addresses complex case management issues for Members on a trajectory to generate more than

\$250,000.00 in annual pharmacy plan spend. Clinical pharmacists reach out to Prescribers to request and review medical documentation and tackle issues such as redundant therapies, dosing errors, potential drug-on-drug interactions, and medication misuse. If HDCR is elected, Administrator's **Therapeutic Interchange for High-Cost Specialty Medications ("HTI")** identifies and promotes lower cost, clinically effective alternatives for certain categories of drugs.

- The following may apply to HDCR:
 - Administrator manages the clinical review process for high dollar claims, providing oversight of the process. Administrator communicates trends and savings results to clients through detailed reporting and analytics.
 - Review turnaround time is dependent on prescriber activity and whether additional information is required. If additional information is required, the reviewer will attempt to contact physician at least once daily for three days; direct contact with the prescriber will discontinue after the third day. The majority of reviews are completed with a disposition within 24 to 72 hours.
 - Following a clinical review, one of four actions will occur: (i) the medication is *approved*, (ii) the medication claim is *denied*, (iii) the prescriber may decide to *withdraw* and prescribe a different medication, or (iv) the reviewer can *dismiss or deny* the claim due to lack of communication from the prescriber; or
 - If denied, an appeal process is available.
- If HDCR is elected, the Administrator will also manage all other Prior Authorizations and Appeals.
 - Following a clinical review, one of four actions will occur: the medication is *approved*, the medication claim is *denied*, the doctor may decide to *withdraw* and prescribe a different medication, or the reviewer can *dismiss or deny* the claim due to lack of communication from the prescriber;
 - If denied, the appeal process is available.
- The appeal process:
 - If an initial review is denied, the Member may appeal the decision to have a different pharmacist reviewer evaluate the prior authorization.
 - If the denial is upheld upon first appeal, a second appeal may be made, which may be completed in consultation with a peer physician reviewer from an Independent Review Organization.
 - If the denial is again upheld upon second appeal, a final appeal for a Federal External Review completed by an Independent Review Organization may be made.
 - If the denial is upheld by the final review, the appeal process has been exhausted and the decision is final and binding.
- **Foundational Utilization Management ("UM")**. UM is a bundling of evidence-based clinical programs commonly used to provide appropriate clinical oversight of prescription drug claims. UM ensures the correct clinical evaluation processes are in place. Appropriate quantity limit ("QL") promotes FDA-approved dispensing guidelines and generally accepted medical treatment guidelines by ensuring appropriate quantities are dispensed. Step Therapy ("ST") ensures the most clinically appropriate item is used as initial therapy as part of adhering to generally accepted medical treatment guidelines. When faced with two similar agents, the lowest cost option is promoted first. Prior Authorizations ("PA") ensure FDA-approved and generally accepted medical treatment guidelines with respect to indications are being met.

Utilizing the PBM or Administrator-developed criteria, Administrator has carved out the QL/ST exception review process as well as all specialty and non-specialty PA reviews to be independently reviewed and documented utilizing a documentation system that allows for ease of auditing through increased visibility of clinical decisions. This component requires that Client elect a standard Utilization Management Program promoted by Administrator. If Client has elected UM and Administrator's Protect program, UM is managed by Administrator. If Client has elected UM but not Administrator's Protect program, UM may be managed by PBM. The following may apply to UM:

- Review turnaround time is dependent on prescriber activity and whether additional information is required. If additional information is required, the reviewer will attempt to contact physician at least once daily for three days; direct contact with the prescriber will discontinue after the third day. The majority of reviews are completed with a disposition within 24 to 72 hours;
- Following a clinical review, one of four actions will occur: (i) the medication is *approved*, (ii) the medication claim is *denied*, (iii) the prescriber may decide to *withdraw* and prescribe a different medication, or (iv) the reviewer can *dismiss* or *deny* the claim due to lack of communication from the prescriber; or
- If denied, an appeal process is available.

2.3 **Protect Program Guarantee**

- **General:** The Administrator clinical programs elected by Client shall be collectively referred to as the “Protect Solutions” for purposes of this Exhibit A. The fees associated with the Protect Solutions which are invoiced to the client shall be referred to herein as the “Protect Fees”.
- **Protect ROI Guarantee:** Administrator guarantees that Client will generate savings from the Protect Solutions (“Protect Savings”) that are equal to or greater than the Protect Fees paid by Client during the given Contract Year (the “Protect ROI Guarantee”). To the extent that the Protect Fees exceed the Protect Savings in a given Contract Year, Administrator will pay Client an amount equal to the difference between the Protect Fees and the Protect Savings (the “Protect Guarantee Payment”).
 - For Clients with one thousand (1,000) Members or more, the Protect ROI Guarantee shall be 2:1. This means that following Client's Contract Year, if necessary, Administrator's Protect Guarantee Payment will consist of reimbursing Client for Protect Fees in an amount such that the ratio of Client's Protect Savings to Client's net Protect Fees is 2:1. Notwithstanding the foregoing, in no event will Administrator reimburse Client in an amount greater than the Protect Fees paid by Client during the applicable Contract Year. For purposes of calculating Member count, Administrator shall, on a monthly basis, calculate how many Members are active during the given month. At the end of the Contract Year, Administrator shall take the sum total of each month and divide it by the number of months in the Contract Year. If the average Member count over the course of the Contract Year is 1,000 Members or greater, the Protect ROI Guarantee shall be 2:1. At no point during the Contract Year can the monthly Member count fall below 900 Members; in the event that it does, the Protect ROI Guarantee for the Contract Year shall revert to 1:1 (as described in the immediately preceding paragraph).
- **Conditions:**
 - Client's entire population must be enrolled in the Protect Solutions for Client to be eligible for the Protect ROI Guarantee. If any portion of Client's population is not enrolled in the Protect Solutions for the entire applicable Contract Year, the Protect ROI Guarantee will not be applicable to Client. Administrator reserves the right not to honor the Protect ROI Guarantee if Client makes overrides from the Protect Program Claims reviews/appeals.

- **Eligibility.** To be eligible for the Protect ROI Guarantee, Administrator’s LCV and HDCR programs (including PA, HTI, and CCI) must be elected and Administrator (or a vendor designated by Administrator) must be the PA reviewer for all PA requests.
- **Protect Savings Validation:** Protect Savings are calculated using a proprietary methodology developed by Administrator that analyzes rejected Claims and the paid alternatives to calculate definitive actual-dollar savings realized as a result of the Protect Solutions. Protect Savings generated by the PA and appeals process are based on the AWP contracted discount for the specific drug involved in a Claim. Protect Savings generated by the HDCR process are based on the net cost after actual discount. Administrator may use information from PBM in its calculation of Protect Savings (e.g., AWP, gross cost, plan cost, member cost, rejected Claims data). Generic product identifier (GPI) and national drug code (NDC) data will be retrieved from Medi-Span.
- Within one hundred and twenty (120) days after the end of each Contract year, Administrator shall report to Client performance for the Protect ROI Guarantee. If Protect Savings exceeds Protect Fees during a Contract Year, no payment shall be made by Administrator to Client. If Protect Fees exceed Protect Savings, amounts due resulting from an Administrator failure to meet the Protect ROI Guarantee, shall be calculated and paid to Client within thirty (30) days following Administrator’s reconciliation report.
- The Protect Guarantee Payment, if any, shall be issued as a credit to Client’s account. Client must have the Protect Solutions in place for the entirety of the applicable Contract Year – and such Contract Year must be at least twelve (12) months in length – to be eligible for the Protect ROI Guarantee. If this Agreement is terminated prior to the end of a given Contract Year or if the Agreement is terminated in breach of the terms of the Agreement (e.g., insufficient notice of non-renewal is given), then Administrator is not required to meet the Protect ROI Guarantee set forth above. No Protect Guarantee Payment will be paid (a) until this Agreement (including any applicable Client Application) is executed by Client, or (b) if the Administrative Services Agreement has been terminated as of the date that such Protect Guarantee Payment is to be paid to Client.
- If Client has not paid any outstanding invoice(s) when payment of the Protect Guarantee Payment, if any, is to be made, such outstanding amounts (including any applicable interest, service charge, or other outstanding amount) may be deducted from the Protect Guarantee Payment.
- In the event Administrator fails to meet the Protect ROI Guarantee, the Protect Guarantee Payment described above will be the sole and exclusive remedy available to Client for such failure.

3. **Pricing Terms.** The financial terms herein are conditioned on an exclusive arrangement and all other specified conditions set forth in this Exhibit A. Client will pay to Administrator the amounts set forth below, net of applicable Copayments. The application of Brand Drug and Generic Drug pricing below may be subject to certain “dispensed as written” (DAW) protocols and Client defined Plan Design and coverage policies for adjudication and Member Copayment purposes. Sales or excise tax or other governmental surcharge, if any, will be the responsibility of Client.

Members will always pay based on the logic below:

- Retail: Lowest of (i) the U&C price, (ii) Plan copayments/coinsurance, or (iii) discounted AWP (including MAC price, when MAC pricing is applicable) or (iv) Price Assure price, if applicable.
- Mail Order: Lower of (i) Plan copayments/coinsurance or (ii) discounted AWP (including MAC price, when MAC pricing is applicable).

- If no adjudication rates are specified herein, each Prescription Drug Claim will be adjudicated to Client at the applicable ingredient cost and will be reconciled to the applicable guarantee as set forth herein. The discounted ingredient cost will be the lesser of MAC (as applicable), U&C or the applicable AWP discount. Prescription Drug Claims dispensed at ESI Mail Pharmacy will be adjudicated to Client at the applicable ingredient cost and will be reconciled to the applicable guarantee as set forth herein.

3.1 Pricing.

- (a) **Ingredient Cost.** Administrator will offer an average aggregate annual discount as reflected below on Client utilization to be calculated as follows. The pricing below will be implemented as of the Addendum Effective Date. The pricing below will be guaranteed upon the start of Client’s Initial Term or Renewal Term (as described in the Agreement) that begins on or after the Addendum Effective Date.

[1-(total discounted AWP ingredient cost excluding dispensing fees and ancillary charges, and prior to application of Copayments) of applicable Prescription Drug Claims for the annual period divided by total undiscounted AWP ingredient cost (both amounts will be calculated as of the date of adjudication) for the annual period)]. Discounted ingredient cost will be the lesser of MAC (as applicable), U&C or AWP discount.

The Prescription Drug Claims that may be excluded from the reconciliation of the pricing guarantees are as identified in the “Prescription Drug Claims Excluded” paragraphs below in addition to Prescription Drug Claims dispensed in Puerto Rico, Guam, Northern Mariana Islands, Virgin Islands, Hawaii, Massachusetts, Alaska, West Virginia, and rural pharmacies. Furthermore, prices may vary in certain states for reasons such as most favored nations laws, other state or local legal requirements, geographic location, or other factors beyond the control of Administrator. In those situations, some Claims may be exempt from reconciliation of the financial guarantees set forth herein. All Claims may be aggregated for purposes of such rates. Additionally, under any retail pricing arrangement(s) subject to NADAC pricing, Administrator will retrospectively invoice Client for the difference between Client’s contracted dispensing fee and any state mandated pharmacy dispensing fee resulting from claims incurred in any state that mandates the use of NADAC or another pricing benchmarks in pharmacy reimbursement.

PARTICIPATING PHARMACY	
BRAND	
• PPO/HDHP	AWP – 19.65%
GENERIC	
• PPO/HDHP	AWP – 88%
RETAIL MAINTENANCE NETWORK (84-90 DAYS’ SUPPLY)	
BRAND	
• PPO/HDHP	AWP – 20.5%
GENERIC	
• PPO/HDHP	AWP – 88%
MAIL SERVICE PHARMACY	
BRAND	
• PPO/HDHP	AWP – 21%
GENERIC	
• PPO/HDHP	AWP – 92.4%

Prescription Drug Claims Excluded: Specialty Products (other than specialty guarantee), 340B Claims, Subrogation Claims, long term care pharmacy claims, Member Submitted Claims, compounds, OTC products (excluding insulin, diabetic supplies, and test strips), Vaccine Claims, U&C, Exclusive or Limited Distribution Products, claims that may be subject to ancillary charges, COVID test kits, COVID antivirals, Prescription Drug Claims filled through In-House Pharmacies that are No Bill, No Remit or that have not entered into an ESI pharmacy network agreement, and COB claims.

(b) Dispensing Fee. Administrator will guarantee an average aggregate annual per Prescription Drug Claim dispensing fee on Client utilization to be calculated as follows:

[total dispensing fee of applicable Prescription Drug Claims for the annual period divided by total of applicable Prescription Drug Claims for the annual period]

PARTICIPATING PHARMACY	
BRAND	
• PPO/HDHP	\$0.45 dispensing fee
GENERIC	
• PPO/HDHP	\$0.45 dispensing fee
RETAIL MAINTENANCE NETWORK (84-90 DAYS' SUPPLY)	
BRAND	
• PPO/HDHP	\$0.45 dispensing fee
GENERIC	
• PPO/HDHP	\$0.45 dispensing fee
ESI MAIL PHARMACY	
BRAND	
• PPO/HDHP	\$0.00 dispensing fee
GENERIC	
• PPO/HDHP	\$0.00 dispensing fee

Prescription Drug Claims Excluded: Specialty Products (other than specialty guarantee), 340B Claims, Subrogation Claims, long term care pharmacy claims, Member Submitted Claims, compounds, OTC products (excluding insulin, diabetic supplies, and test strips), Vaccine Claims, U&C, Exclusive or Limited Distribution Products, claims that may be subject to ancillary charges, COVID test kits, COVID antivirals, Prescription Drug Claims filled through In-House Pharmacies that are No Bill, No Remit or that have not entered into an ESI pharmacy network agreement, and COB claims. Claims dispensed at West Virginia pharmacies or Claims subject to NADAC or another pricing benchmark required by law for pharmacy reimbursement may be excluded from dispensing fee guarantees.

Dispensing Fees are inclusive of shipping and handling. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the Term of this Agreement, the Dispensing Fee guarantees will not be increased to reflect such increase(s).

When traditional pricing is prohibited, or state law mandates a pharmacy dispensing fee, any charges, expenses, or fees associated with applicable Claims or otherwise assessed by PBM will be passed through to Client by Administrator.

Guarantees will be measured and reconciled on an annual basis within 180 days of the end of each Contract Year. The guarantees are annual guarantees - if this Agreement is terminated prior to the completion of the then current contract year or if the applicable Term or Renewal Term being reconciled is less than twelve (12) months in length (hereinafter, a "Partial Contract Year"), then the guarantees will not apply for such

Partial Contract Year. Furthermore, in the event Client terminates the Agreement outside the terms and conditions in the Agreement, Client forfeits the right to receive any shortfall payments for financial guarantees. To the extent Client changes its benefit design or Formulary during the Term of the Agreement, the guarantee will be equitably adjusted if there is a material impact on the discount achieved. If Client changes to a different pricing option during a contract year (for example, Rebate Reinvestment to Standard), Administrator will have the right to offset the performance of the multiple partial year measurements against one another within the same component during the annual reconciliation. Subject to the remaining terms of this Agreement, Administrator will pay the difference of Client's cost for any shortfall between the actual result and the guaranteed result. Shortfall payments for financial guarantees, if any, will not be paid until this Agreement, including any applicable Client Application, and any amendment(s) or addenda to this Agreement or Client Application, is signed. Guarantees for pricing components are measured and reconciled in the aggregate. Any dollar savings generated in excess of one component may be used to offset a shortfall for any other component.

Notwithstanding anything in this Agreement to the contrary, the Generic Drug average annual ingredient cost discount guarantees set forth above will include only those Prescription Drug Claims that processed to Client for payment where the underlying prescription drug product was identified by Medi-Span as having a Multi-Source Indicator code identifier of "Y" on the date dispensed (or was identified by Medi-Span as having a Multi-Source Indicator identifier of an "M," "N," or "O" on the date dispensed, but was substituted and dispensed by the ESI Mail Pharmacy as its "house generic"), unless such Prescription Drug Claim is otherwise excluded above. The Brand Drug average annual ingredient discount guarantees set forth above will include only those Prescription Drug Claims that processed to Client for payment where the underlying prescription drug product was identified by Medi-Span as having a Multi-Source Indicator code identifier of "M," "N," or "O" on the date dispensed (except in cases where the underlying prescription drug product was substituted and dispensed by the ESI Mail Pharmacy as its "house generic"), unless such Prescription Drug Claim is otherwise excluded above. The application of brand and generic pricing may be subject to certain "dispensed as written" (DAW) protocols and Client or Plan defined Plan Design and coverage policies for adjudication and Member Copayment purposes. If Medi-Span discontinues reporting Multi-Source Indicator identifiers, Administrator reserves the right to make an equitable adjustment as necessary to maintain the parties' relative economics and the pricing intent of this Agreement. Notwithstanding anything in this Agreement to the contrary, any Rebate guarantees set forth in this Agreement will be reconciled using the BGA. Any claim that is considered a single source generic will be included in the generic reconciliation.

- (c) If Client elects PBM's Price Assure program, PBM will automatically integrate the GoodRx discount card at the point of sale for certain non-specialty retail generic claims at in-network retail pharmacies under contract to support the program. Client acknowledges and agrees that PBM may share Client/Member information with GoodRx while providing these services. Member cost for applicable generic claims will be either Client's current Member cost share or the GoodRx market price. If not otherwise excluded, Price Assure claims will be included in Client's existing ingredient cost and dispensing fee guarantees. Notwithstanding anything in this Agreement to the contrary, Client understands and agrees that any surplus value on retail generic claims within the Agreement will be applied towards meeting other retail channel guarantees in the Agreement between Client and Administrator. Price Assure claims will not be included in any annual claims audit performed by Client or on Client's behalf. Client acknowledges and agrees that it is solely responsible for ensuring that its implementation of Price Assure complies with any applicable federal and state law including, but not limited to, laws, regulations, rules, ordinances and/or other guidance related to high deductible health plans (including but not limited to IRC Section 223). PBM and Administrator reserve the right to terminate or modify Price Assure without cause and upon notice. Client must notify PBM if they plan to terminate or modify Price Assure enrollment with 60 days' written notice. Client acknowledges and agrees that additional terms and conditions will apply to the Price Assure program which are available upon request.

3.2 Specialty Products

- (a) Exclusive Specialty. For Exclusive Specialty arrangements, the specialty guarantee shall only apply to Plans for which the ESI Specialty Pharmacy is the exclusive pharmacy that may fill Specialty Products for Members, other than Exclusive or Limited Distribution Products not available at the ESI Specialty Pharmacy. Any Specialty Product dispensed at a Participating Pharmacy (for example, Limited Distribution Products not then available through ESI Specialty Pharmacy or overrides) will be reimbursed at the standard Participating Pharmacy Specialty Product rates shown below. Upon ESI Specialty Pharmacy acquisition of Exclusive or Limited Distribution Products, Members will obtain prescriptions through ESI Specialty Pharmacy.
- (b) Precision Specialty. In situations where regulations prevent implementation of Exclusive Specialty arrangements, Client may implement a Precision Specialty arrangement where the ESI Specialty Pharmacy or a Specialty Precision Network participating retail pharmacy are the exclusive pharmacies that may fill Specialty Products for Members (other than Exclusive or Limited Distribution Products not available at the ESI Specialty Pharmacy or a Specialty Precision Network participating retail pharmacy).
- (c) Dispensing Fee for Specialty Products.

	Dispensing Fee*
Exclusive ESI Specialty Pharmacy	\$0.00
Participating Pharmacy Specialty Products	\$0.00

* Dispensing Fees are inclusive of shipping and handling. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the Term of this Agreement, the Dispensing Fee guarantees will not be increased to reflect such increase(s).

- (d) **SPECIALTY NET EFFECTIVE DISCOUNT GUARANTEE** Administrator guarantees the overall annual net effective discount for the products listed on the Specialty Products List (excluding Limited Distribution Products) pursuant to the table below. Within one hundred and eighty (180) days following the end of each Contract Year, Administrator will calculate the actual net effective discount for the products listed on the Specialty Products List to determine if the guarantee has been met. Client will retain any amount that the actual net effective discount exceeds the guaranteed net effective discount. The calculation for the actual net effective discount will be as follows: ((Total Ingredient Cost for the products listed on the Specialty Products List) divided by (Total AWP for the products listed on the Specialty Products List)) minus 1. This guarantee is contingent on Client’s participation in the National Preferred Formulary or Basic Formulary and an exclusive, precision, or open specialty arrangement, as applicable. For Exclusive Specialty guarantees to be reconciled annually and any shortfalls paid, Client must be enrolled in the Exclusive Specialty program for the entire Contract Year.

Average Annual Ingredient Cost Guarantee: Precision Specialty Arrangements	AWP- 20%
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- (e) Exclusions. In addition to the general exclusions identified above in Sections C.3.1(a), (b) (“Prescription Drug Claims Excluded”), all non-Specialty Products and all Exclusive or Limited Distribution Products are excluded from the specialty guarantee.
- (f) Ancillary Supplies, Equipment, and Services. For Specialty Products needing an additional charge to cover costs of all ASES required to administer the Specialty Products, Administrator, ESI or ESI Specialty Pharmacy will bill at the following standard per diem and nursing fee rates set forth below, maintained and updated by ESI from time to time. If ESI elects to bill Client’s medical plan for ASES, Administrator will work with ESI to coordinate the invoicing and payment of ASES through Client’s medical plan. If Client’s medical plan will not cover the cost of ASES billed through ESI or ESI Specialty Pharmacy, Client shall be responsible for the costs of all ASES. If a

Specialty Product dispensed or ASES provided by ESI Specialty Pharmacy is billed to Administrator or a Client directly by ESI Specialty Pharmacy instead of being processed through ESI, Client will timely pay Administrator, and Administrator will timely pay ESI Specialty Pharmacy for such claim pursuant to the rates below. ESI Specialty Pharmacy shall have 360 days from the date of service to submit such electronic or paper claim.

Therapeutic Class	Brand Name	Nursing & Per Diem
Immune Deficiency	All Immune Deficiency Drugs requiring Per Diem (e.g., Cuvitru, Gammagard, Privigen)	\$60.00 / Infusion
Enzyme Deficiency	All Enzyme Deficiency Drugs requiring Per Diem (e.g., Cerezyme, Lumizyme, Nexviazyme)	\$60.00 / Infusion
Miscellaneous Specialty Conditions	Miscellaneous Specialty Conditions Drugs requiring Per Diem (e.g., Soliris, Ultomiris)	\$60.00 / Infusion
Miscellaneous Specialty Conditions	Duopa	\$65.00 / Day
Miscellaneous Specialty Conditions	Vyvgart	\$65.00 / Infusion
PAH	PAH Drugs requiring Per Diem (e.g., Flolan, Epoprostenol Sodium, and Remodulin)	\$65.00 / Day
PAH	Ventavis	\$65.00 / Day
PAH	Tyvaso	\$30.00 / Day
Inflammatory Conditions	Inflammatory Conditions Drugs requiring Per Diem (e.g., Remicade, Avsola, Inflectra)	\$60.00 / Infusion
Alpha 1 Deficiency	All Alpha 1 Deficiency Drugs requiring Per Diem (e.g. Aralast NP, Zemaira, Glassia)	\$55.00 / Infusion
Cystic Fibrosis	Cayston (Replacement Nebulizer)	\$975.00
Nursing Rates	All drugs / therapies requiring nursing	\$180.00 per initial visit up to two (2) hours/\$90.00 per additional hour or a fraction thereof

- (g) Specialty Products will be excluded from the non-specialty price guarantees set forth in the Agreement. In no event will the ESI Mail Pharmacy or Participating Pharmacy pricing terms specified in the Agreement, including, but not limited to, the annual average ingredient cost discount guarantees, apply to Specialty Products.

3.3 Vaccine Claims. NO VACCINE CLAIMS WILL BE INCLUDED IN ANY PRICING OR REBATE GUARANTEE SET FORTH IN THE AGREEMENT).

- (a) General terms applicable to Vaccine Claims
1. “Vaccine Claim” means any Claim processed with a GPI-2 of 17 or 18.
 2. “Vaccine Vendor Transaction Fee” means the data interchange fee that ESI is charged by its third party vendor to convert Vaccine Claims submitted electronically by physicians to NCPDP 5.1 format in order for PBM to process the claim.
 3. Vaccine Claims shall adjudicate at the lower of U&C or the amounts shown in the table below. In the case of Vaccine Claims, the U&C shall be the retail price charged by a Participating Pharmacy for the particular vaccine, including administration and

dispensing fees, in a cash transaction on the date the vaccine is dispensed as reported to PBM by the Participating Pharmacy.

4. The Vaccine Administration Fee for Vaccine Claims for Members enrolled in Client's Medicaid programs, if any, will be capped at the maximum reimbursable amount under the state Medicaid program in which the Member is enrolled.
5. All Vaccine Claims will be subject to any Transaction Fees set forth in the Agreement.
6. Vaccine Claims will be charged a program fee of \$2.50 per Vaccine Claim (except for Medicare Part D covered Vaccine Claims, if applicable). The Vaccine Program Fee will be billed separately to Client as part of the administrative invoice according to the billing frequency set forth in this Agreement.

(b) Commercial (Including Medicaid and Exchange, if applicable)

	Participating Pharmacy INFLUENZA	Participating Pharmacy ALL OTHER VACCINES	Member Submitted Vaccine Claims (excluding foreign claims)
Vaccine Administration Fee	Pass-Through (capped at \$20 per vaccine claim)	Pass-Through (capped at \$25 per vaccine claim and \$40 per covid vaccine claim)	Submitted amount
Ingredient Cost	Participating Pharmacy Ingredient Cost as set forth in the Agreement	Participating Pharmacy Ingredient Cost as set forth in the Agreement	Submitted amount
Dispensing Fee	Participating Pharmacy Dispensing Fee as set forth in the Agreement	Participating Pharmacy Dispensing Fee as set forth in the Agreement	Submitted amount
Administrative Fee/Vaccine Claim	Administrative Fee per Prescription Drug Claim as set forth in the Agreement		Administrative Fee per Prescription Drug Claim (plus manual claim administrative fee) as set forth in the Agreement
Vaccine Program Fee	\$2.50 per vaccine claim		N/A

(c) Medicare Part D Covered Vaccine Claims: Medicare Part D Vaccine Claims shall adjudicate at the lower of U&C or the amounts shown in the table below.

	Participating Pharmacies/ESI Mail Pharmacy/ESI Specialty Pharmacy	Member Submitted Vaccine Claims (excluding foreign claims)	Vaccine Claims Submitted Electronically by Physicians
Vaccine Administration Fee	Pass-Through (capped at \$25 per Vaccine Claim)	Lower of submitted amount or pharmacy contracted rate (capped at \$25 if administered at a Participating Pharmacy)	Pass-Through (capped at \$25 per Vaccine Claim)
Ingredient Cost	Pass-Through	Lower of submitted amount or pharmacy contracted rate	Pass-Through

Dispensing Fee	Pass-Through	Lower of submitted amount or pharmacy contracted rate	Pass-Through
Vendor Transaction Fee	N/A	N/A	Pass-through at ESI cost for Vendor Transaction Fee (currently \$3.75, subject to change)

D. REBATES

1. **Rebate Amounts.** Subject to: (i) the conditions set forth in Sections 2 through 4 below and elsewhere in this Agreement; and (ii) Client meeting the Plan Design conditions identified in the table below, the following guaranteed amounts will be payable to Client during the Term of this Agreement:

REBATES PER BRAND DRUG	FORMULARY: ESI NATIONAL PREFERRED
PARTICIPATING PHARMACIES (1-83 DAYS' SUPPLY)	
• PPO/HDHP	\$400.00 per Brand Drug claim
RETAIL MAINTENANCE NETWORK (84-90 DAYS' SUPPLY)	
• PPO/HDHP	\$1,075.00 per Brand Drug claim
MAIL SERVICE PHARMACY	
• PPO/HDHP	\$1,075.00 per Brand Drug claim
SPECIALTY PRODUCTS	
• PPO/HDHP	\$4,505.00 per Brand Drug claim

⁽¹⁾ Specialty Rebates may be impacted if Client changes the days' supply allotment for specialty claims.

The Extended Days' Supply pricing set forth in this Agreement shall be subject to certain requirements, as follows. Extended Days' Supply shall mean; (1) for all lines of business other than Medicare or EGWP, any supply of a covered drug of 84 days or greater; and (2) for Medicare or EGWP, if applicable, any supply of a covered drug of 35 days or greater. Certain Participating Pharmacies have agreed to participate in the extended (84 – 90) day supply network (“Maintenance Network”) for maintenance drugs. Rebate amounts in the 84 – 90 Days' Supply row in the table set forth above are applicable only if Client implements a Plan Design that requires Members to fill such days' supply at a Maintenance Network Participating Pharmacy (i.e., Client must implement a Plan Design whereby Members who fill extended days' supply prescriptions at a Participating Pharmacy other than a Maintenance Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such Plan Design is implemented, Rebate amounts for such days' supply will be the same as for Prescription Drug Claims for less than an 84 days' supply, and Rebate amounts for an 84 – 90 days' supply in the table set forth above shall not apply, even if a Maintenance Network Participating Pharmacy is used.

2. **Exclusions For Non-Specialty Rebates:** Specialty Products, Member Submitted Claims, Subrogation Claims, Exclusive or Limited Distribution Products, COVID test kits, COVID antivirals, Vaccine Claims, OTC products (excluding insulin, diabetic supplies, and test strips), Claims Older than 180 days, Claims filled through In-House Pharmacies that do not utilize PBM for rebates, 340b Claims, COB claims, and claims pursuant to a 100% Member Copayment plan are not eligible for the guaranteed Rebate amounts set forth in Section D.1 above.

Exclusions For Specialty Rebates: Member Submitted Claims, Subrogation Claims, Exclusive or Limited Distribution Products, COVID test kits, COVID antivirals, Vaccine Claims, OTC products (excluding insulin, diabetic supplies, and test strips), Claims Older than 180 days, Claims filled through In-House Pharmacies that do not utilize PBM for rebates, 340b Claims, COB claims, and claims pursuant to a 100% Member Copayment plan are not eligible for the guaranteed Rebate amounts set forth in Section D.1 above.

3. **Rebate Payment Terms.** Subject to the conditions set forth herein, Administrator will receive from ESI the quarterly Rebate payments within approximately one hundred twenty (120) days following the end of a calendar quarter for Rebates received during the prior calendar quarter. Upon receipt, Administrator will credit Client's account. For Prescription Drug Claims dispensed through in-house pharmacies, if applicable, Rebate payments shall only be paid if ESI is billing pharmaceutical manufacturers on behalf of the in-house pharmacies.

4. **Conditions**

4.1 PBM contracts with pharmaceutical manufacturers for Rebates on its own behalf and for its own benefit, and not on behalf of Client. Accordingly, PBM retains all right, title and interest to any and all actual Rebates received from manufacturers. PBM will pay to Administrator (and Administrator shall pay to Client) amounts equal to the Rebate amounts allocated to Client, as specified above, from PBM's general assets (neither Client, its Members, nor Client's Plan retains any beneficial or proprietary interest in PBM's general assets). Client acknowledges and agrees that neither it, its Members, nor its Plan will have a right to interest on, or the time value of, any Rebate payments received by PBM during the collection period or moneys payable under this Section. No amounts for Rebates will be paid until this Agreement, including any applicable Client Application, is executed by Client. PBM and Administrator will have the right to apply Client's allocated Rebate amount to unpaid Fees. PBM will retain Manufacturer Administrative Fees on Specialty Products.

4.2 PBM reserves the right to adjust the Rebate guarantees if Rebate revenue is materially decreased because Brand Drugs move off-patent to generic status or due to a change in applicable law.

4.3 Client acknowledges that it may be eligible for Rebate amounts under this Agreement only so long as Client, its affiliates, or its agents do not contract directly or indirectly with anyone else for discounts, utilization limits, Rebates or other financial incentives on pharmaceutical products or formulary programs for Prescription Drug Claims processed by PBM pursuant to the Agreement, without the prior written consent of PBM. In the event that Client negotiates or arranges with a pharmaceutical manufacturer for Rebates or similar discounts for any Covered Drugs hereunder, but without limiting PBM's right to other remedies, PBM may immediately withhold any Rebate amounts earned by, but not yet paid to, Client as necessary to prevent duplicative Rebates on Covered Drugs. To the extent Client knowingly negotiates and/or contracts for discounts or Rebates on claims for Covered Drugs without prior written approval of PBM, such activity will be deemed to be a material breach of this Agreement, entitling PBM to suspend payment of Rebate amounts hereunder and to renegotiate the terms and conditions of this Agreement.

4.4 Under its Rebate program, PBM may implement PBM's Formulary management programs and controls, which may include, among other things, cost containment initiatives, and communications with Members, Participating Pharmacies, and/or physicians. PBM reserves the right to modify or replace such programs from time to time. Guaranteed Rebate amounts, if any, set forth herein, are conditioned on adherence to various Formulary management controls, benefit design requirements, claims volume, and other factors stated in the applicable pharmaceutical manufacturer agreements, as communicated by PBM to Client from time to time. If any government action, change in law or regulation, change in the interpretation of any law or regulation, or any action by a pharmaceutical manufacturer has an adverse effect on the availability of Rebates, then PBM and Administrator may make an adjustment to the Rebate terms and guaranteed Rebate amounts, if any, hereunder.

- 4.5 Subject to the conditions set forth herein, the quarterly rebates paid to Client shall be reduced by the aggregate difference between the Anchor Date Rebate (defined herein) plus an Inflationary Factor (defined herein), and the New Rebate (defined herein), for the drugs impacted by the American Rescue Plan Act of 2021, during each calendar quarter. Impacted drugs are drugs that have a material reduction in price or negotiated rebate due to removal of the Average Manufacturer Price cap under the American Rescue Plan Act of 2021. “Inflationary Factor” is defined as the average year-over-year price increase of the applicable category for the impacted drug. “Anchor Date Rebate” is defined as the Rebate for an impacted drug within the 30-day period preceding the change in price of such drug. “New Rebate” is defined as the Rebate for an impacted drug within the 30-day period following the change in price of the impacted drug.
- 4.6 Client’s quarterly rebate guarantee payments may be reduced by the Rebate Credit for low list price biosimilars for the remainder of the term of the Agreement. “Rebate Credit” means the aggregate difference between (i) the Rebate applied to the reference or standard list price biosimilar product and (ii) the Rebate applied to the low list price biosimilar product. The difference between the ingredient cost of a reference product or the standard list price biosimilar product and the low list price biosimilar product will be greater than the difference between the Rebate of such reference product or the standard list price biosimilar product and the low list price biosimilar product.
- 4.7 Rebate Acknowledgment; No Representation; Rebate Limitations. Client acknowledges that Administrator is not making any representation, warranty or guarantee of any kind or nature, either express, implied or otherwise, regarding the amount of Rebates to be paid or remitted to Client pursuant to this Agreement, except as specifically set forth in writing herein. In addition, Client waives, releases and forever discharges PBM and Administrator from any Losses arising from a pharmaceutical company’s (a) failure to pay Rebates; (b) breach of an agreement related to Rebates; or (c) negligence or misconduct affecting Rebates. Client acknowledges that whether and to what extent pharmaceutical companies are willing to provide Rebates to Client may depend upon a variety of factors, including the content of the PDL, the Plan Design, Client meeting criteria for Rebates, and the extent of participation in PBM’s formulary management programs, as well as PBM/Administrator receiving sufficient information regarding each Claim for submission to pharmaceutical companies for Rebates. Client acknowledges and agrees that PBM may, but shall not be required to, initiate any collection action to collect any Rebates from a pharmaceutical company. In the event PBM does initiate collection action against a pharmaceutical company to collect Rebates, PBM may offset any reasonable costs, including reasonable attorneys’ fees and expenses, arising from any such action. Notwithstanding any provision of this Agreement to the contrary, Administrator shall only be responsible for payment of Rebates to Client pursuant to the terms of this Agreement if such Rebates are actually received by Administrator during the Term of this Agreement. In no event shall Administrator be obligated to pay Rebates to Client until Administrator receives payment for the same Rebates from PBM. In the event Client terminates the Agreement outside the terms and conditions in the Agreement, Client forfeits the right to receive any Rebates received by Administrator on Client’s behalf after the date of such termination. Client acknowledges that Administrator shall not be obligated to pay Client any Rebates described herein until this Agreement, including any applicable Client Application, and any amendment(s) or addenda to this Agreement or Client Application, is signed by Client. PBM and Administrator reserve the right to apply Client’s allocated Rebate amount to unpaid Fees.
5. Rebate amounts paid to Client pursuant to this Agreement are intended to be treated as “discounts” pursuant to the federal anti-kickback statute set forth at 42 U.S.C. §1320a-7b and implementing regulations. Client is obligated if requested by the Secretary of the United States Department of Health and Human Services, or as otherwise required by applicable law, to report the Rebate amounts and to provide a copy of this notice. PBM will refrain from doing anything that would impede Client from meeting any such obligation.

6. Notwithstanding anything in the Agreement to the contrary, in the event PBM does not receive a manufacturer payment for a particular Brand Drug claim due to its identification by a pharmaceutical manufacturer as being a 340B eligible claim (even where such claim may not meet the definition of a “340B Claim”), ESI may reduce a subsequent Rebate quarterly payment (or reconciliation payment, if applicable) to account for any previously-paid Rebate amounts attributable to such claim up to one year after the Claims date of service.

E. MISCELLANEOUS

1. Member Cost Share. Administrator and/or PBM may, but shall not be obligated to, dispense or cause to be dispensed a prescription even if the prescription is not accompanied by the applicable Member Cost Share described above in this Exhibit A. In the event a Member submits an insufficient Member Cost Share, Administrator shall have the right to invoice Client for, and Client shall have an obligation to pay Administrator (or its designee), the amount of the uncollected Member Cost Share(s). Client shall, in turn, have the right to recover uncollected Member Cost Shares from its Members at Client’s determination. Shipping of prescriptions submitted without the appropriate Member Cost Share may be delayed.
2. Additional Optional Services: Charges for additional optional services not otherwise identified and priced in this Exhibit A (Client Application) shall be quoted upon request and/or as applicable. The Parties acknowledge that the arrangement between Administrator and PBM is a pass-through arrangement. To the extent Client requests or PBM administers services of PBM that are not outlined in this Agreement, Administrator will pass through any such charges from PBM to Client.
3. Translation Services. To the extent Client requests translation services from Administrator or PBM (for translating member materials, brochures, etc.) and there is a charge from Administrator’s or PBM’s translation services provider, such charge will be passed through to Client.
4. Reservation of Rights. Administrator expressly reserves (and Client hereby confirms, acknowledges and agrees to such reservation) the right to modify or amend financial provisions in this Agreement (including without limitation this Client Application/Exhibit A) in the event of:
 - 4.1 A change in the scope of services to be performed by Administrator or PBM or the assumptions upon which the financial provisions included in this Agreement are based (including PBM’s pricing provided to Administrator) and/or: (1) any new – or change in existing – state or federal law or regulation, or the interpretation thereof, and/or; (2) any government imposed or industry wide change that would impede Administrator’s ability to provide the pricing described in this Agreement, including without limitation any prohibition or restriction on the right of Administrator or any third party’s ability to receive rebates from PBM and/or pharmaceutical manufacturers.
 - 4.2 Implementation or addition of a 100% Member paid plan.
 - 4.3 A change in the coverage of Medicare eligible Members, irrespective of the resulting change in total number of Members.
 - 4.4 A change to the methodology by which AWP is calculated or reported.
 - 4.5 A change in PBM’s PDL or the PBM Prescribing Guide or Administrator’s alignment with such PDL or PBM Prescribing Guide. In any event, Administrator will use its commercially reasonable efforts to provide Client with 30 days’ notice prior to addition or removal of a drug from the PDL or PBM’s Prescribing Guide. In the event safety concerns or regulatory action require PBM to remove a drug sooner, Administrator shall notify Client of the removal of a drug from the PDL or the Prescribing Guide within three (3) business days.
 - 4.6 Termination of Administrator’s contractual arrangement with PBM.

4.7 Net Drug Spend PMPM Guarantee

For purposes of the PMPM Guarantee, Client’s target drug spend per member per month – calculated in accordance with the methodology shown in Figure 1 below – will be \$187.86 (“Target Spend PMPM”) for Client’s current Contract Year. Within one hundred twenty (120) days after the end of the Contract Year, Administrator will calculate Client’s actual drug spend per member per month (“Actual Spend PMPM”) for the current Contract Year utilizing the same methodology as for the Target Spend PMPM. Administrator guarantees that Client’s Actual Spend PMPM will be within 6% of the Target Spend PMPM (the “PMPM Guarantee”). If Client’s Actual Spend PMPM is higher than the Target Spend PMPM by more than 6%, Administrator will make a payment to Client in accordance with the methodology illustrated in Figure 1 (the “PMPM Guarantee Payment”). For purposes of measuring the PMPM Guarantee Payment, the difference between Client’s Target Spend and Actual Spend will be capped at 12% (i.e. if a Client’s Actual Spend exceeds Target Spend by more than 12%, its guarantee payment will be calculated as if the Actual Spend had only exceeded Target Spend by 12%).

[Figure 1]

Members	6,142	
Claims	87,887	1.19 PMPM
Net Plan Cost	\$ 198.69	Claims Amount <u>plus</u> transition fees from incumbent <u>plus</u> UM Package <u>plus</u> Admin Fees <u>less</u> rebates and credits.
RxBenefits Clinical Savings:		
LCV	\$ (1.54)	
HDCR	\$ (3.38)	
UM	\$ (7.02)	
Next Gen Diabetes	\$ (0.79)	
Therapeutic Interchange	\$ (0.79)	
Clinical Fees	\$ 2.68	
Total Clinical Savings:	\$ (10.84)	

Net PMPM baseline after clinical savings	\$	187.86	Trend	50% Quota share	Mem Count	Mem Mths	50% Quota Share
	\$	189.74	1.0%	n/a	6,142	73,704	n/a
	\$	191.61	2.0%	n/a	6,142	73,704	n/a
	\$	193.49	3.0%	n/a	6,142	73,704	n/a
	\$	195.37	4.0%	n/a	6,142	73,704	n/a
	\$	197.25	5.0%	n/a	6,142	73,704	n/a
6% PMPM baseline corridor	\$	199.13	6.0%	\$0.00	6,142	73,704	\$ -
	\$	201.01	7.0%	\$0.94	6,142	73,704	\$ 69,229
	\$	202.89	8.0%	\$1.88	6,142	73,704	\$ 138,458
	\$	204.76	9.0%	\$2.82	6,142	73,704	\$ 207,687
	\$	206.64	10.0%	\$3.76	6,142	73,704	\$ 276,916
	\$	208.52	11.0%	\$4.70	6,142	73,704	\$ 346,145
Guarantee Cap (6% above PMPM corridor)	\$	210.40	12.0%	\$5.64	6,142	73,704	\$ 415,374

Considerations / Caveats

- a. Right to recast PMPM if enrollment changes => 10%
- b. Requires clean data extract through the quarter prior to the effective date to finalize baseline PMPM.
- c. Requires Protect adoption.
- d. Expenses for specialty medications capped at \$250,000 per member, per condition (plan year)
- e. PMPM figures would be reconciled within 120 days following the plan year (need rebates to be quantified)
- f. Right to recast PMPM if client elects Manufacturer Copay Assistance Program during plan year
- g. Right to recast PMPM if benefit elections or plan changes occur during the effective plan year
- h. Member cost-share was not included and will need to be provided for final PMPM

Conditions and Eligibility

- Administrator must have access to complete and accurate Client data for all relevant time periods (as determined by Administrator) up to and including the quarter immediately preceding the start of the applicable PMPM Guarantee Contract Year.
- Client is not eligible for the PMPM Guarantee if this Agreement is terminated prior to the end of a given Contract Year or outside the terms and conditions of the Agreement, or if the applicable Contract Year is less than twelve (12) months in length.

- Client’s entire population must be enrolled in Administrator’s Protect program for the entire applicable Contract Year for Client to be eligible for the PMPM Guarantee. Administrator reserves the right not to honor the guarantee if Client makes overrides from the Protect program claims reviews/appeals.
- Administrator reserves the right to recast the PMPM Guarantee and to use a Target Spend PMPM that is different from the one listed above for purposes of measuring the PMPM Guarantee if the total number of Client’s eligible Members changes by more than 10% during the applicable Contract Year.
- Expenses for specialty medications will be capped at \$250,000 per Member, per condition, per plan year for purposes of the methodology used to calculate Client’s Actual Spend PMPM.
- The PMPM Guarantee Payment, if any, shall be issued as a credit to Client’s account. If Client has not paid any outstanding invoice(s) when payment of the PMPM Guarantee Payment is to be made, such outstanding amounts (including any applicable interest, service charge, or other outstanding amount) may be deducted from the PMPM Guarantee Payment. No PMPM Guarantee Payment will be paid (a) until this Agreement (including any applicable Client Application) is executed by Client, or (b) if this Agreement has been terminated as of the date that such PMPM Guarantee Payment is to be paid to Client. In the event Administrator fails to meet the PMPM Guarantee, the payment described in this section will be the sole and exclusive remedy available to Client for such failure.

5. The financial guarantees in this Agreement are subject to change based on Client’s benefit elections and plan design changes during implementation. If changes to these guarantees occur, final pricing will be issued to client in a separate document upon finalization.

F. PERFORMANCE GUARANTEES

1. Within one hundred and twenty (120) days after the end of each year, Administrator shall report to Client performance for each performance standard. Notwithstanding the foregoing, for purposes of determining whether Administrator has met or failed to meet each performance standard, performance standards will be measured and reconciled on an annual basis and amounts due resulting from an Administrator failure to meet any performance standard(s), if any, shall be calculated and paid to Client within thirty (30) days following Administrator’s receipt of reconciliation report.
2. If any period covered by the Agreement is less than the period covered by the proposed performance guarantee, and Administrator has not met such performance guarantee for such period, the penalty associated with such failure will be prorated to reflect the actual period during which the Agreement was in effect.
3. In the event Administrator fails to meet the proposed guarantees, the penalties described above will be the sole and exclusive remedy available to Client for such failure.
4. No performance penalties, if any, will be paid (a) until the Administrative Services Agreement is executed by Client, or (b) if the Administrative Services Agreement has been terminated as of the date that such performance penalties are to be paid to Client.
5. The total dollar amount at risk will be equal to \$5.00 per member, divided equally amongst the following four guarantees:

Service Feature	Client Specific Guarantees	Penalty
Average Speed of Answer	RxBenefits will make available a toll-free member service telephone line for use by Members. The target Average Speed of Answer (“ASA”) of the member service telephone line each Calendar Year will be forty-five (45) seconds or less. This is measured across RxBenefits’ book of business.	25% of total dollar amount at risk.

<p style="text-align: center;">Telephone Abandonment Rate</p>	<p>The Telephone Abandonment Rate of the member service telephone line will be 5.0% or less of all incoming calls received from Members during each Calendar Year. “Telephone Abandonment Rate” means (i) the number of incoming telephone calls received by the customer service telephone line during a Calendar Year which are abandoned by the caller, divided by (ii) the total number of incoming telephone calls received by the customer service telephone line during such Calendar Year. This is measured across RxBenefits' book of business.</p>	<p style="text-align: center;">25% of total dollar amount at risk.</p>
<p style="text-align: center;">Claims Adjudication Accuracy Rate</p>	<p>The Claims Adjudication Accuracy Rate for each Calendar Year will be 98.5% or greater. “Claims Adjudication Accuracy Rate” means (i) the number of retail claims, mail order claims and directly submitted paper claims, adjudicated by ESI in a Calendar Year that do not contain a material adjudication error, divided by (ii) the number of all such claims adjudicated by ESI in such Calendar Year. This metric is measured across all RxBenefits clients with ESI.</p>	<p style="text-align: center;">25% of total dollar amount at risk.</p>
<p style="text-align: center;">Eligibility – Timeliness of Installations</p>	<p>RxBenefits and Client will jointly determine and setup a recurring automatic schedule for eligibility file transmissions. Accurate and complete eligibility files transmitted via secure process to RxBenefits will be uploaded to the PBMs in accordance with that determined schedule at least 95% of the scheduled time or greater.</p>	<p style="text-align: center;">25% of total dollar amount at risk.</p>

G. EXECUTION BY CLIENT

Client hereby represents and warrants that the information contained in Section A of this Client Application is true and correct in all respects and Client hereby agrees to the specific terms, conditions and financial arrangements set out in this Exhibit A (Client Application). Client agrees that if any information in Section A changes, Client will give Administrator prompt notice of such changes. Furthermore, Client understands that this Exhibit A (Client Application) is a part of the Administrative Services Agreement between Client and Administrator to which it is attached and incorporated into by reference and that Client is bound by all terms and conditions of such Administrative Services Agreement.

All capitalized terms used in this Exhibit A (Client Application) but not specifically defined herein shall have the meanings given to such terms in the Administrative Services Agreement to which this Exhibit A (Client Application) is attached and made a part of.

[Signature page follows]

IN WITNESS WHEREOF, Client has caused this Exhibit A (Client Application) to be executed as of the Addendum Effective Date. In the event this Client Application is amended by the Parties after the Addendum Effective Date, the Parties may substitute such amended Client Application for the former Client Application, provided the Parties set forth the date from and after which such amended Client Application shall be effective. Any such amended Client Application must be signed by Client's authorized representative and agreed to and accepted by Administrator's authorized representative.

CLIENT:

Hamilton County Department of Education

By: _____

Printed Name: _____

Title: _____

Acknowledged, agreed to and accepted by:

ADMINISTRATOR:

RxBenefits, Inc.

By: _____

Printed Name: _____

Title: _____

EXHIBIT B
BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this “Agreement”), by and between **Hamilton County Department of Education’s Health Plan** (the “Plan”) and **Hamilton County Department of Education** (the “Company”) (the Plan and the Company are collectively referred to herein as the “Company”), and **RxBenefits, Inc.**, on behalf of itself and its subsidiaries (the “Business Associate”), is effective as of **January 1, 2026**.

RECITALS

WHEREAS, Company and the Business Associate are parties to an Administrative Services Agreement dated January 1, 2026 (the “Underlying Agreement”) under which the Business Associate provides the Services (as defined in the Underlying Agreement) to Company with respect to the Plan;

WHEREAS, in order to perform the Services set forth in the Underlying Agreement, Company may disclose to the Business Associate certain Protected Health Information (“PHI”) and Electronic Protected Health Information subject to the Privacy Regulations and the Security Regulations, promulgated by the United States Department of Health and Human Services (“HHS”) under the Health Insurance Portability and Accountability Act of 1996 (the “Regulations”), may be transmitted, created, received, and/or maintained;

WHEREAS, Company is a “Covered Entity” and the Business Associate is a “Business Associate” under the Regulations and are required to protect the privacy and provide for the security of PHI disclosed by Company to the Business Associate and to satisfy certain requirements in compliance with the Regulations;

WHEREAS, to the extent required by the Regulations, the Business Associate and the Company desire to comply with the “Business Associate” requirements of the Regulations and to memorialize their agreements with respect to such compliance; and

WHEREAS, Company and Business Associate agree that, to the extent that Company has disclosed PHI to Business Associate prior to this Agreement’s Effective Date, such PHI shall be subject to all terms of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, the Business Associate and the Company agree as follows:

1. **Definitions.** Unless otherwise defined herein, capitalized terms shall have the same meanings as set forth in the Regulations.

2. **Restrictions on Use and Disclosure of PHI.** The Business Associate may Use and Disclose PHI as permitted or required by this Agreement, as necessary to perform the Services in the Underlying Agreement, or as Required By Law. The Business Associate shall make reasonable efforts to limit PHI that is subject to this Agreement to the minimum amount that is necessary to accomplish the intended purpose of a required or permitted Use or Disclosure under this Agreement. The Business Associate shall not Use or Disclose PHI received from the Company or any participant in the Plan in any manner that would constitute a violation of the Regulations if the Company made the same Use or Disclosure, except that the Business Associate may Use or Disclose such PHI for the Business Associate's proper management and administration and legal responsibilities, provided that the Uses and Disclosures are Required By Law; or the Business Associate obtains reasonable assurances from the person to whom the PHI is Disclosed that it will be held confidentially and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and the person agrees to notify the Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

3. **Data Aggregation; De-identification.** The Business Associate may use PHI received from the Company, or created or received by Business Associate on behalf of the Company, to provide Data Aggregation services for the health

care operations of the Company as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B). Further, the Business Associate may de-identify such PHI in accordance with 45 C.F.R. § 164.514. Company hereby grants to the Business Associate a non-exclusive, royalty-free, worldwide license to use, copy, modify, aggregate, and de-identify such PHI for any lawful purpose. The Company agrees that any de-identified data in accordance with the standards set forth at 45 C.F.R. § 164.514 will not be subject to the restrictions applicable to PHI set forth herein and that the Business Associate may freely use, retain, and disclose such de-identified data, including, without limitation, following the Term or termination of this Agreement.

4. Agents and Subcontractors Bound by Agreement. If any agent or subcontractor of the Business Associate (other than the Business Associate's Workforce) will have access to PHI that is received from, or created or received by the Business Associate on behalf of the Company, then the Business Associate will enter into an agreement with such agent or subcontractor whereby the agent or subcontractor agrees to be bound by the terms of this Agreement with respect to PHI.

5. Safeguards for Protection of PHI; Report of Unauthorized Use or Disclosure. The Business Associate agrees that it will implement and use appropriate safeguards to prevent any Use or Disclosure of PHI in violation of this Agreement. The Business Associate agrees that it will report to the Company any Use or Disclosure of PHI, of which the Business Associate becomes aware, that is in violation of this Agreement, including breaches of unsecured PHI as required at 45 C.F.R. § 164.410 and any security incident of which it becomes aware. The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a Use or Disclosure of PHI by the Business Associate in violation of this Agreement.

6. Cooperation by the Business Associate. The Business Associate agrees to cooperate with the Company in providing an accounting of Disclosures of PHI received under this Agreement as requested by an individual to whom it relates, except to the extent the Regulations provide otherwise. In the event that Business Associate uses or maintains an electronic health record, Business Associate agrees that such accounting shall include disclosures made to carry out treatment, payment, and health care operations through the use of such electronic health record. Upon receiving a request for an accounting of disclosures directly from an individual who has received an accounting of disclosures from Company, which provided a list of all business associates acting on behalf of the Plan, including Business Associate, Business Associate agrees to provide an accounting of its disclosures of PHI to such individual as required by the Privacy Regulations. In response to such a request from an individual, Business Associate may elect to provide either (i) an accounting of disclosures that includes disclosures of subcontractors and/or agents acting on behalf of Business Associate or (ii) an accounting of disclosures that are made by the Business Associate as well as a list of all subcontractors and/or agents acting on behalf of Business Associate, including contact information such as mailing address, phone, and email address. The Business Associate shall respond to requests from the Company for the information described in this Section 6 and make available such information to the Company within a reasonable period of time to enable the Company to timely respond to any request.

The Company agrees that the Business Associate will not maintain any Designated Record Sets on its behalf and that the Business Associate assumes no responsibility to respond to individuals' requests for access or amendments as provided in Sections 164.524 and 164.526 of the Regulations.

Business Associate agrees that the requirements of the Privacy Regulations shall be applicable to Business Associate in the performance of its obligations pursuant to the Agreement.

Business Associate agrees that it shall not directly or indirectly receive remuneration in exchange for any PHI, unless a valid authorization, as that term is defined at 45 C.F.R. § 164.508, is obtained or the purpose of the exchange meets one of the exceptions set forth in 45 C.F.R. 164.502(a)(5)(ii).

7. Documenting Disclosures. In order to cooperate with the Company in accordance with Section 6 above, the Business Associate agrees to document all Disclosures of PHI and information related to such Disclosures as would be required for the Company to respond to an individual's request for an accounting of Disclosures of PHI under Section 164.528 of the Regulations. Such documentation shall include: (a) the date of the Disclosure; (b) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (c) a brief description of the PHI Disclosed; and (d) a brief statement of the purpose of the Disclosure (which would reasonably inform an individual of the basis for the Disclosure).

8. HHS. The Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of PHI received from or created or received by the Business Associate on behalf of the Company available to the Secretary of HHS for purposes of determining the Company's compliance with the Regulations. Notwithstanding this Section 8, no attorney-client privilege or other privilege shall be deemed waived by the Company or the Business Associate.

9. Termination. Company and Business Associate shall each have the right to immediately terminate this agreement upon the violation by the other of a material term of this Agreement or of the Regulations, including violations relating specifically to the permitted and required Uses and Disclosures of PHI by the Company or Business Associate; provided, however, that the breaching party shall be provided the opportunity to cure the breach to the satisfaction of the other within a reasonable period of time. If the breaching-party does not cure the default, the non-breaching party shall be entitled to terminate this Agreement or if it is not feasible to terminate this Agreement, report the problem to the Secretary of HHS.

Upon termination of this Agreement, the Business Associate and the Company agree to determine whether the return or destruction of PHI received from, or created or received by, the Business Associate under this Agreement, is feasible. If such return or destruction is mutually determined to be feasible, the Business Associate shall promptly return or destroy all such PHI received from or created or received by the Business Associate under this Agreement. If such return or destruction is mutually determined to not be feasible, the protections of this Agreement shall continue to apply to such PHI after termination (including the Business Associate's obligations in Section 6), and further Uses and Disclosures of such PHI shall be restricted to only those purposes that make the return or destruction of the information infeasible. If mutual agreement is not made as to the feasibility of any return or destruction of PHI, the parties agree to use mediation to resolve this issue.

10. Term of Agreement. The term of this Agreement shall be such period of time as the Business Associate is performing the Services. In the event that such Services are terminated, this Agreement also shall terminate, except that the provisions of Sections 9 and 16 shall survive any termination of this Agreement.

11. Notice. All written communications, demands, and notices between the parties hereto must be posted by first class mail, postage paid or express mail to the following addresses:

To the Business Associate:

RxBenefits, Inc.
Attn: Legal
3700 Colonnade Parkway, Suite 600
Birmingham, AL 35243

To the Company:

Hamilton County Department of
Education
Attn: Procurement Department
3074 Claude Ramsey Parkway
Chattanooga, TN 37421

12. Entire Agreement. This Agreement supersedes all previous contracts, including any previous business associate agreements between the parties, and constitutes the entire agreement of whatever kind or nature existing between the parties with respect to the subject matter hereof, and no party shall be entitled to benefits other than those specified herein. As between the parties, no oral statement or prior written material not specifically incorporated herein shall be of any force and effect; and the parties specifically acknowledge that in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement may be amended only by an instrument in writing executed by the parties hereto and may be supplemented only by documents delivered in accordance with the express terms hereof.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

14. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein or therein confer, upon any person other than the Company and the Business Associate and their respective successors or assigns in interest, any rights, remedies, obligations, or liabilities whatsoever.

15. Modification For Change in Law. Upon the occurrence of changes or amendments to the Regulations or other law that affect the legality of or any provision in this Agreement, the Company and the Business Associate agree to modify this Agreement to comport with such changes or amendments. Any such modification of this Agreement shall be in writing and signed by the Company and the Business Associate.

16. Indemnification; Limitation of Liability. Each party to this Agreement hereby agrees that a Party (including, but not limited to, its directors, employees, officers, and agents) is not liable for any claims, causes of action, liabilities, damages, costs, or expenses (including, but not limited to, attorneys' fees) incurred by such Party as a result of the other Party's (or any party acting by or through the party) gross negligence or willful misconduct or failure to perform any of its duties or obligations under this Agreement. Notwithstanding anything herein to the contrary, (i) in no event will either party be liable to the other party under contract, tort, or any other legal theories for incidental, consequential, indirect, punitive, exemplary or special losses or damages of any kind, regardless of the nature of the claim, including, without limitation, loss of revenue, loss of profits, loss of goodwill, and loss of data; and (ii) the Business Associate's total aggregate liability in connection with this Agreement shall be subject to any limitation of liability provisions in the Underlying Agreement and in no event shall exceed the amount equal to the Transaction Fees and Program Fees paid by the Company to the Business Associate in the most recently completed Plan year. This Section 16 shall survive termination or expiration of this Agreement.

17. Security. The Business Associate shall:

(a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Company as required by the Regulations;

(b) Ensure that any agent, including any subcontractor, to whom the Business Associate provides such Electronic Protected Health Information agrees in writing to implement reasonable and appropriate safeguards to protect it;

(c) Report to the Company any security incident of which the Business Associate becomes aware; provided that the parties acknowledge that probes and reconnaissance scans are commonplace in electronic information systems and the parties therefore acknowledge and agree that, to the extent such probes and reconnaissance scans constitute security incidents under the Security Rule, this Section 17(c) constitutes notice to the Company of the ongoing existence and occurrence of such security incidents for which no additional notice shall be required. Probes and reconnaissance scans include, without limitation, pings and other broadcast attacks on the Business Associate's firewall, port scans, and unsuccessful log-on attempts, as long as such probes and reconnaissance scans do not result in unauthorized Use or Disclosure of PHI;

(d) Make its policies and procedures and documentation required by the Regulations relating to such administrative, physical, and technical safeguards, available to the Secretary of HHS for purposes of determining the Company's compliance with the Regulations;

(e) Acknowledge its obligation to comply with the Security Regulations in using and disclosing Electronic Protected Health Information, including but not limited to 45 C.F.R. §§ 164.308 (Administrative safeguards), 164.310 (Physical safeguards), 164.312 (Technical safeguards), and 164.316 (Policies and procedures and documentation requirements) of the Security Regulations.

(f) Notify the Company without unreasonable delay in writing of the occurrence of a breach, as that term is defined at 45 C.F.R. § 164.402, of which Business Associate becomes aware. Business Associate shall also promptly provide Company such other information required to be provided to individuals under 45 C.F.R. § 164.404(c) as it becomes available after such breach.

18. Offshore Access to PHI. Business Associate agrees that no PHI may be maintained, stored, or transmitted outside of the United States by Business Associate or its subcontractors, but Business Associate and its subcontractors may access PHI from locations outside of the United States. The provisions of this Agreement shall apply completely and without exception to such accesses of PHI outside of the United States.

19. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Tennessee without regard to the principles of conflicts of laws of said state.

[Signature page follows]

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

PLAN:

Hamilton County Department of Education's Health Plan

By: _____

Title: _____

COMPANY:

Hamilton County Department of Education

By: _____

Title: _____

BUSINESS ASSOCIATE:

RxBenefits, Inc.

By: _____

Title: _____

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

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

Date: August 21, 2025

Subject: Exceptional Education – Agreement with County-Operated Detention Centers

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

I am respectfully requesting that you approve the attached agreement with the Hamilton County Jail. The purpose of this agreement is to establish working procedures between Hamilton County Department of Education and any County-Operated Detention Center in the provision of services to eligible children with disabilities, who are detained or incarcerated in county/city-operated detention centers to provide free appropriate public education in compliance with Federal and Tennessee State laws and regulations. No are needed or requested with this agreement.

Thank you for your consideration of this agreement.

Opportunity 2030 Commitment Connection

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

**AGREEMENT BETWEEN
HAMILTON COUNTY DEPARTMENT OF EDUCATION
AND
HAMILTON COUNTY JAIL**

This agreement is between the Hamilton County Department of Education (LEA) and Hamilton County Jail (hereafter known as AGENCY) for a period of July 1, 2025 through June 30, 2026.

A. Purpose

The purpose of this agreement is to establish working procedures between the LEA and AGENCY in provision of services to all eligible children with disabilities who are detained or incarcerated in county/city-operated detention centers to provide free appropriate public education.

It is the intent of this agreement to:

1. Define which service will be provided by each agency.
2. Ensure that eligible children for special education services receive a free and appropriate public education, as required by law, in the least restrictive environment.
3. Ensure that each agency cooperatively maintains communication and shares leadership responsibilities at the local level and to ensure that available resources are utilized in the most effective manner.
4. Ensure that cooperative arrangements between LEA and AGENCY are developed, implemented and preserved.

B. Applicability

This policy applies to all children with disabilities who are legally mandated to receive an education in Tennessee through the school year in which their 22nd birthday occurs while being detained or incarcerated in county-operated detention centers; however, the obligation to make FAPE available to all children with disabilities does not apply with respect to children aged 18 through 21 who, in their last educational placement prior to their incarceration in an adult correctional facility, were not actually identified as being a child with a disability and did not have an IEP.

C. References

State Board of Education Rules, Regulations and Minimum Standards, TN ADC 0520-1-9.

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1400 et seq. and accompanying regulations, 34 C.F.R. § 300 et seq

Section 504 of the Rehabilitation Act 1973, 29 U.S.C. § 706(8), 794, 794a, 794b and Accompanying regulations, 34 C.F.R. § 104.1 et seq

Americans with Disabilities Act (ADA), 42 U.S.C. § 12101

D. Definitions

Words and phrases used in this Policy shall have the following definitions:

"Detainee" - a person who is being held awaiting trial or has been convicted of a crime and is incarcerated.

"Local Education Agency" - means a public school district within the State of Tennessee which is mandated to provide educational services to eligible children.

"County-operated Detention Centers" - shall include, but not be limited to, the local juvenile detention center, the county and/or city jail, and penal farms. Detainees who are county prisoners shall be educated or caused to be educated by the LEA. Detainees who are state prisoners, and who are in the custody of the county jail, shall be educated by the Department of Corrections (DOC) and/or the Department of Children's Services (DCS), or caused to be educated by the LEA serving the county operated detention center.

E. Procedures

1. Identification of Children with Disabilities in County-Operated Detention Centers

Upon determining that a detainee will be detained for 10 days or longer, each county-operated detention center shall implement systematic referral procedures to assure that detainees who are identified as having disabilities, or suspected of having disabilities, are referred to the LEA or other appropriate agency. The referral procedures will include the following steps:

(a.) The county-operated detention center shall identify each detainee who has a disability, is suspected of having a disability, or who previously received special education services under IDEA, Section 504, or the ADA.

(b.) Identification data to be obtained shall include information pertaining to any known or suspected disability; the last school attended and any special services received; school records (assessment/evaluation reports, cumulative records, etc.) if available; the detainee's age and desire to receive educational services; if the detainee is over 18 years of age and does not want to receive educational services, a written explanation shall be obtained.

2. Referral to the LEA for Assessment

County-operated detention centers shall forward all available identification information on detainees to the LEA where the facility is located. If the detainee is a state prisoner, the information will be forwarded to the DOC or DCS. Upon receipt of the information, the LEA shall ensure that the following steps are completed within 45 days from the date of referral:

(a.) Within 72 hours, a review will be conducted to determine whether the detainee has current academic and special education records, received special education services in the last placement, and had an Individual Education Plan (IEP).

(b.) Where the detainee has current records and an IEP, the LEA or appropriate agency shall proceed to Part C of this Policy implementation of Educational Plan.

(c.) For detainees suspected of having a disability and/or do not have current assessment data or an IEP available, special education staff will request the academic and special education records from the detainee's last school placement. Periodic follow-up shall be made to ensure that the records are received in a timely manner.

(d.) Upon receipt of the school records, special education staff shall determine whether further assessments are warranted based on suspected physical and/or mental impairment, including: health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status and motor abilities.

(e.) Detainees shall be evaluated in accordance with the State Board Rules for Special Education Programs and Services.

(f.) Within 10 days of receiving a referral from a county-operated detention center, the LEA or appropriate agency shall designate a staff member who will serve as the IEP team Chairperson and who shall be responsible for: providing written notice to parents of detainees who have not reached the age of 18 years, requesting consent from the parents to evaluate the detainee. Signed parental consent shall be obtained prior to an initial evaluation. If parental consent cannot be obtained after reasonable efforts, the LEA may initiate a due process hearing to obtain consent. designating members of the IEP team.

(g.) The IEP team Chairperson shall also be responsible for developing a written plan which identifies areas where information needs to be collected through individual or in-depth assessment of all areas related to the suspected disability. Each person who conducts an individual assessment shall prepare a written report for consideration by the IEP team.

(h.) If the IEP team Chairperson is not knowledgeable in the area of the suspected impairment, he/she shall make sure that such persons help develop the assessment plan. The individual assessment should provide descriptive and prescriptive information that is adequate to assist in planning an appropriate program for the detainee. The individual assessment shall include a comprehensive vocational assessment for every detainee 16 years of age or older. In the IEP team's discretion, a comprehensive vocational assessment may be included for detainees who have not reached 16 years of age.

(i.) No single procedure shall be used to assess whether or not a detainee has a physical or mental impairment or as the sole criterion for determining an appropriate educational program. Tests and other materials used to assess a detainee must be selected and administered so as not to be discriminatory on a racial or cultural basis and must be

provided and administered in the detainee's native language or other mode of communication and in a form most likely to yield accurate information on what the detainee knows and can do academically, developmentally and functionally.

(j.) The integrated assessment report shall be completed and submitted to the IEP team Chairperson. After receiving the Assessment Team Report, the Chairperson shall convene an IEP team meeting for the purpose of determining whether the detainee is eligible for special education and related services. The IEP team shall include the following participants:

- (1) The parents of the detainee;
- (2) Not less than one regular education teacher of the detainee (if the detainee is, or may be, participating in the regular education environment);
- (3) Not less than one special education teacher of the detainee, or where appropriate, not less than one special education provider of the detainee;
- (4) A representative of the LEA who is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of detainee with disabilities; is knowledgeable about the general curriculum; and is knowledgeable about the availability of resources of the LEA;
- (5) An individual who can interpret the instructional implications of evaluation results;
- (6) At the discretion of the parent or LEA, other individuals who have knowledge or special expertise regarding the detainee, including related services personnel as appropriate; and
- (7) Whenever appropriate, the detainee.

(k.) If the IEP team determines that a detainee is eligible to receive special education and/or related services, the IEP team shall be responsible for developing an IEP or an appropriate plan for the detainee. If parental consent for special education and/or related services is refused, or the parent fails to respond to a request for consent to the provision of special education and/or related services, the LEA may not initiate a due process hearing to obtain an order that services be provided and the LEA will not be in violation of its duty to provide FAPE to the detainee in such instances.

(l.) In conducting psychological or psychiatric evaluations to determine eligibility for educational services or to assist in formulating an appropriate educational plan, evaluators will adhere to detainees' constitutional rights as they pertain to criminal matters that may be unrelated to the proposed psycho-educational assessment. Detainees are not to be questioned in educational evaluations about underlying events or charges that led to their confinement.

3. Implementation of Educational Plan

Each LEA or appropriate agency, in coordination with the county-operated detention center, must provide special education and related services to detainees with disabilities in accordance with the IEP or a Section 504 Plan. Current IEPs must be reviewed and one of the following actions shall be implemented:

(a.) Continuation of current IEP

Implement the IEP as written. The LEA or appropriate agency can determine that the IEP is current, appropriate, and can be implemented as written in the county-operated detention center.

(b.) Development of a New IEP

The IEP or Section 504 Plan must be implemented after completion by the IEP team. The LEA or appropriate agency shall ensure that all IEPs or Section 504 Plans meet the standards specified in the State Board of Special Education Rules and Regulations and Section 504 of the Rehabilitation Act 1973 and accompanying regulations, respectively.

4. Detainee/Parental Rights & Confidentiality of Records

(a.) The LEA or appropriate agency shall implement, with respect to actions regarding the identification, evaluation, or educational placement of persons, who because of disability, need or are believed to need special instruction or related services, a system of procedural safeguards that includes prior written notice, an opportunity for the parents/guardians to examine relevant records, an impartial hearing with opportunity for participation by the person's parents/guardians and representation by counsel, and a review procedure.

(b.) The LEA or appropriate agency shall ensure that the detainee and parents/guardians are given their procedural safeguards and due process rights consistent with the State Board Rules for Special Education Programs and Services.

(c.) Parents/guardians maintain the right to inspect any and all data that are subject to collection and the right to appeal the accuracy of any such information. The access of unauthorized persons to personally identifiable data without parent/guardian consent is forbidden. Confidentiality standards will be maintained in accordance with State Board Rules for Special Education Programs and Services.

F. Special Considerations

In delivering educational services to detainees in minimum- and maximum-security county-operated detention centers, special consideration shall be given to the following:

- Location of the educational program in a secure area with adequate security staff assigned in and/or outside of the classroom as needed.
- Implementation of Discipline Rules which detainees will be required to follow in order to participate in the educational program. The Rules shall prohibit any

behavior or conduct (verbal or physical) which poses a threat to the safety of the detainee or others in the educational setting.

- Training of all staff involved in implementing the educational program in county-operated detention centers.
- Contracting with outside agencies (where appropriate) to deliver education services in county operated detention centers.
- Ensuring that the educational program is staffed appropriately with certified or licensed special education staff to render services designated in a detainee's IEP or Section 504 Plan.
- Developing a plan for delivering educational services to detainees through the joint efforts of more than one LEA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____ 2025.

Dr. Justin Robertson
Superintendent
Hamilton County Schools

Michelle Eargle
Exceptional Education Executive Director
Hamilton County Schools

Chairman of the Board
Hamilton County Board of Education

Sheriff Austin Garrett
Hamilton County Jail Detention Center

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

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

Date: August 21, 2025

Subject: Exceptional Education – Agreement with County-Operated Detention Centers

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

I am respectfully requesting that you approve the attached agreement with the Hamilton County Juvenile Detention Unit. The purpose of this agreement is to establish working procedures between Hamilton County Juvenile Detention and any County-Operated Detention Center in the provision of services to eligible children with disabilities, who are detained or incarcerated in county/city-operated detention centers to provide free appropriate public education in compliance with Federal and Tennessee State laws and regulations. No are needed or requested with this agreement.

Thank you for your consideration of this agreement.

Opportunity 2030 Commitment Connection

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

**AGREEMENT BETWEEN
HAMILTON COUNTY DEPARTMENT OF EDUCATION
AND
HAMILTON COUNTY
JUVENILE DETENTION
UNIT**

This agreement is between the Hamilton County Department of Education (LEA) and Hamilton County Juvenile Detention (hereafter known as AGENCY) for a period of July 1, 2025 through June 30, 2026.

A. Purpose

The purpose of this agreement is to establish working procedures between the LEA and AGENCY in provision of services to all eligible children with disabilities who are detained or incarcerated in county/city-operated detention centers to provide free appropriate public education.

It is the intent of this agreement to:

1. Define which service will be provided by each agency.
2. Ensure that eligible children for special education services receive a free and appropriate public education, as required by law, in the least restrictive environment.
3. Ensure that each agency cooperatively maintains communication and shares leadership responsibilities at the local level and to ensure that available resources are utilized in the most effective manner.
4. Ensure that cooperative arrangements between LEA and AGENCY are developed, implemented and preserved.

B. Applicability

This policy applies to all children with disabilities who are legally mandated to receive an education in Tennessee through the school year in which their 22nd birthday occurs while being detained or incarcerated in county-operated detention centers; however, the obligation to make FAPE available to all children with disabilities does not apply with respect to children aged 18 through 21 who, in their last educational placement prior to their incarceration in an adult correctional facility, were not actually identified as being a child with a disability and did not have an IEP.

C. References

State Board of Education Rules, Regulations and Minimum Standards, TN ADC 0520-1-9.

Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §1400 et seq. and accompanying regulations, 34 C.F.R. § 300 et seq

Section 504 of the Rehabilitation Act 1973, 29 U.S.C. § 706(8), 794, 794a, 794b and
Accompanying regulations, 34 C.F.R. § 104.1 et seq
Americans with Disabilities Act (ADA), 42 U.S.C. § 12101

D. Definitions

Words and phrases used in this Policy shall have the following definitions:

"Detainee" - a person who is being held awaiting trial or has been convicted of a crime and is incarcerated.

"Local Education Agency" - means a public school district within the State of Tennessee which is mandated to provide educational services to eligible children.

"County-operated Detention Centers" - shall include, but not be limited to, the local juvenile detention center, the county and/or city jail, and penal farms. Detainees who are county prisoners shall be educated or caused to be educated by the LEA. Detainees who are state prisoners, and who are in the custody of the county jail, shall be educated by the Department of Corrections (DOC) and/or the Department of Children's Services (DCS), or caused to be educated by the LEA serving the county operated detention center.

E. Procedures

1. Identification of Children with Disabilities in County-Operated Detention Centers

Upon determining that a detainee will be detained for 10 days or longer, each county-operated detention center shall implement systematic referral procedures to assure that detainees who are identified as having disabilities, or suspected of having disabilities, are referred to the LEA or other appropriate agency. The referral procedures will include the following steps:

(a.) The county-operated detention center shall identify each detainee who has a disability, is suspected of having a disability, or who previously received special education services under IDEA, Section 504, or the ADA.

(b.) Identification data to be obtained shall include information pertaining to any known or suspected disability; the last school attended and any special services received; school records (assessment/evaluation reports, cumulative records, etc.) if available; the detainee's age and desire to receive educational services; if the detainee is over 18 years of age and does not want to receive educational services, a written explanation shall be obtained.

2. Referral to the LEA for Assessment

County-operated detention centers shall forward all available identification information on detainees to the LEA where the facility is located. If the detainee is a state prisoner, the information will be forwarded to the DOC or DCS. Upon receipt of the information, the LEA shall ensure that the following steps are completed within 45 days from the date of referral:

(a.) Within 72 hours, a review will be conducted to determine whether the

detainee has current academic and special education records, received special education services in the last placement, and had an Individual Education Plan (IEP).

(b.) Where the detainee has current records and an IEP, the LEA or appropriate agency shall proceed to Part C of this Policy implementation of Educational Plan.

(c.) For detainees suspected of having a disability and/or do not have current assessment data or an IEP available, special education staff will request the academic and special education records from the detainee's last school placement. Periodic follow-up shall be made to ensure that the records are received in a timely manner.

(d.) Upon receipt of the school records, special education staff shall determine whether further assessments are warranted based on suspected physical and/or mental impairment, including: health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status and motor abilities.

(e.) Detainees shall be evaluated in accordance with the State Board Rules for Special Education Programs and Services.

(f.) Within 10 days of receiving a referral from a county-operated detention center, the LEA or appropriate agency shall designate a staff member who will serve as the IEP team Chairperson and who shall be responsible for: providing written notice to parents of detainees who have not reached the age of 18 years, requesting consent from the parents to evaluate the detainee. Signed parental consent shall be obtained prior to an initial evaluation. If parental consent cannot be obtained after reasonable efforts, the LEA may initiate a due process hearing to obtain consent. designating members of the IEP team.

(g.) The IEP team Chairperson shall also be responsible for developing a written plan which identifies areas where information needs to be collected through individual or in-depth assessment of all areas related to the suspected disability. Each person who conducts an individual assessment shall prepare a written report for consideration by the IEP team.

(h.) If the IEP team Chairperson is not knowledgeable in the area of the suspected impairment, he/she shall make sure that such persons help develop the assessment plan. The individual assessment should provide descriptive and prescriptive information that is adequate to assist in planning an appropriate program for the detainee. The individual assessment shall include a comprehensive vocational assessment for every detainee 16 years of age or older. In the IEP team's discretion, a comprehensive vocational assessment may be included for detainees who have not reached 16 years of age.

(i.) No single procedure shall be used to assess whether or not a detainee has a physical or mental impairment or as the sole criterion for

determining an appropriate educational program. Tests and other materials used to assess a detainee must be selected and administered so as not to be discriminatory on a racial or cultural basis and must be provided and administered in the detainee's native language or other mode of communication and in a form most likely to yield accurate information on what the detainee knows and can do academically, developmentally and functionally.

(j.) The integrated assessment report shall be completed and submitted to the IEP team Chairperson. After receiving the Assessment Team Report, the Chairperson shall convene an IEP team meeting for the purpose of determining whether the detainee is eligible for special education and related services. The IEP team shall include the following participants:

- (1) The parents of the detainee;
- (2) Not less than one regular education teacher of the detainee (if the detainee is, or may be, participating in the regular education environment);
- (3) Not less than one special education teacher of the detainee, or where appropriate, not less than one special education provider of the detainee;
- (4) A representative of the LEA who is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of detainee with disabilities; is knowledgeable about the general curriculum; and is knowledgeable about the availability of resources of the LEA;
- (5) An individual who can interpret the instructional implications of evaluation results;
- (6) At the discretion of the parent or LEA, other individuals who have knowledge or special expertise regarding the detainee, including related services personnel as appropriate; and
- (7) Whenever appropriate, the detainee.

(k.) If the IEP team determines that a detainee is eligible to receive special education and/or related services, the IEP team shall be responsible for developing an IEP or an appropriate plan for the detainee. If parental consent for special education and/or related services is refused, or the parent fails to respond to a request for consent to the provision of special education and/or related services, the LEA may not initiate a due process hearing to obtain an order that services be provided and the LEA will not be in violation of its duty to provide FAPE to the detainee in such instances.

(l.) In conducting psychological or psychiatric evaluations to determine eligibility for educational services or to assist in formulating an appropriate educational plan, evaluators will adhere to detainees' constitutional rights as they pertain to criminal matters that may be unrelated to the proposed psycho-educational assessment. Detainees are not to be questioned in

educational evaluations about underlying events or charges that led to their confinement.

3. Implementation of Educational Plan

Each LEA or appropriate agency, in coordination with the county-operated detention center, must provide special education and related services to detainees with disabilities in accordance with the IEP or a Section 504 Plan. Current IEPs must be reviewed and one of the following actions shall be implemented:

(a.) Continuation of current IEP

Implement the IEP as written. The LEA or appropriate agency can determine that the IEP is current, appropriate, and can be implemented as written in the county-operated detention center.

(b.) Development of a New IEP

The IEP or Section 504 Plan must be implemented after completion by the IEP team. The LEA or appropriate agency shall ensure that all IEPs or Section 504 Plans meet the standards specified in the State Board of Special Education Rules and Regulations and Section 504 of the Rehabilitation Act 1973 and accompanying regulations, respectively.

4. Detainee/Parental Rights & Confidentiality of Records

(a.) The LEA or appropriate agency shall implement, with respect to actions regarding the identification, evaluation, or educational placement of persons, who because of disability, need or are believed to need special instruction or related services, a system of procedural safeguards that includes prior written notice, an opportunity for the parents/guardians to examine relevant records, an impartial hearing with opportunity for participation by the person's parents/guardians and representation by counsel, and a review procedure.

(b.) The LEA or appropriate agency shall ensure that the detainee and parents/guardians are given their procedural safeguards and due process rights consistent with the State Board Rules for Special Education Programs and Services.

(c.) Parents/guardians maintain the right to inspect any and all data that are subject to collection and the right to appeal the accuracy of any such information. The access of unauthorized persons to personally identifiable data without parent/guardian consent is forbidden. Confidentiality standards will be maintained in accordance with State Board Rules for Special Education Programs and Services.

F. Special Considerations

In delivering educational services to detainees in minimum- and maximum-security county-operated detention centers, special consideration shall be given to the following:

- Location of the educational program in a secure area with adequate security staff assigned in and/or outside of the classroom as needed.
- Implementation of Discipline Rules which detainees will be required to follow in order to participate in the educational program. The Rules shall prohibit any behavior or conduct (verbal or physical) which poses a threat to the safety of the detainee or others in the educational setting.
- Training of all staff involved in implementing the educational program in county-operated detention centers.
- Contracting with outside agencies (where appropriate) to deliver education services in county operated detention centers.
- Ensuring that the educational program is staffed appropriately with certified or licensed special education staff to render services designated in a detainee's IEP or Section 504 Plan.
- Developing a plan for delivering educational services to detainees through the joint efforts of more than one LEA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____ 2025.

 Dr. Justin Robertson
 Superintendent
 Hamilton County Schools

 Michelle Eargle
 Exceptional Education Executive Director
 Hamilton County Schools

 Chairman of the Board
 Hamilton County Board of Education

 Judge Robert D. Philyaw
 Hamilton County Juvenile Court
 Juvenile Detention Unit

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

From: Mary Ellen Heuton, CPA – Chief Financial Officer

Date: August 21, 2025

Subject: Approval of Revised School Fee for Center for Creative Arts Athletics Program

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Board approval is needed to allow schools to charge fees to students.

Principal Jill Levine reached out requesting an addition of a \$25.00 General Athletics fee for Chattanooga High Center for Creative Arts for FY26. Dr. Levine expressed that while the school did not initially request a general athletics fee for this school year, one will now be necessary due to recent changes in fee administration by the TSSAA for students who attend this magnet school but wish to participate in athletics at their zoned school. The magnet school will be required to remit fees to the TSSAA to cover insurance for these middle and high school athletes. The estimated cost for this school year is \$880.00. The school does not receive any funding for athletics and does not have other funds available to cover this expense.

This fee request is in line with what some other district middle and high schools were approved to charge for a general athletics fee for FY26.

Recommendation: It is recommended that the Board approve the revised school fee request for Chattanooga High Center for Creative Arts.

Opportunity 2030 Commitment Connection

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

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

From: Justin Witt
Executive Director of Maintenance

Date: August 21, 2025

Subject: STEM School Lease Agreement with Chattanooga State

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Please see the attached lease agreement between Chattanooga State and HCDE for the STEM School.

This agreement requires Board approval.

Opportunity 2030 Commitment Connection

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

LEASE AGREEMENT FORM

(TBR institution is Lessor)

**Chattanooga State Community College
4501 Amnicola Hwy
Chattanooga, TN 37402**

Administrative use only:
Agency: _____
Allotment Code: _____
No. _____

This Lease, entered into as of this _____ day of _____, _____, made by and between

Hamilton County Schools (HCS)

hereinafter called the Lessee; and

**Tennessee Board of Regents, on behalf of Chattanooga State
Community College (ChSCC)**

hereinafter called the State or Lessor;

WITNESSETH:

1. LOCATION: The Lessor hereby leases unto the Lessee those certain premises (the "Premises") with the appurtenances situated in the

County of Hamilton, City of Chattanooga, located at 4501 Amnicola Highway

2. DESCRIPTION: The Premises above are more particularly described as follows:

- (a) Thirty-three thousand eight-hundred sixty-six (33,866) square feet in the Gerald McCormick Center for Engineering, Technology, Arts & Sciences, which is shown as the non-shaded area on Exhibit A attached hereto and incorporated herein by this reference; and
- (b) Three-hundred and ninety-nine (399) parking spaces, in the parking areas on ChSCC's campus designated and referred to as lots "P17" and "STEM" or a similar number of parking spaces on ChSCC property if those spaces are unavailable.

3. USE: The Premises will be used by the Lessee for the purpose of operating a Science, Technology, Engineering and Mathematics (STEM) High School on the Chattanooga State Community College campus and for no other purpose whatsoever. In using the Premises, the Lessee shall comply with all federal, state, and local laws and rules and regulations, as well as the policies of the Tennessee Board of Regents.

4. TERM: The initial term of this Lease (the "Term") shall commence on August 01, 2024 and shall end on July 31, 2028 with such rights of termination as are hereinafter set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than thirty (30) days after the space is made

available to the Lessee in accordance with the conditions of this Lease. The Term may be extended one time by mutual consent of the parties for up to an additional four (4) year period, provided that the party desiring to extend the Term gives written notice to the other party at least ninety (90) days prior to the expiration of the Term. Extension of the Lease term shall be effective if either of the following are met: (a) Lessor sends to Lessee written correspondence signed by ChSCC's president or designee indicating ChSCC's intention to extend, and HCS does not object to such extension; or (b) HCS sends to ChSCC written correspondence signed by HCS's superintendent or designee indicating HCS's intention to extend, and ChSCC does not object to such extension. Any objection must be sent within thirty (30) days of receipt of a written notice to extend.

5. **RENTAL:** The Lessee agrees to pay to the Lessor as rent for the Premises the sum of:

Annual rent of \$ 33,866.00 , payable in installments of \$ 2,822.16 per month .
Rental shall be payable in advance to Lessor at the address specified in Paragraph 8, or to such other address as the Lessor may designate by a notice in writing.

6. **TERMINATION:**

- a) **FOR CONVENIENCE:** Lessor may terminate this Lease at any time effective on or after the date shown below for "Lessor Earliest Termination" by giving written notice to the Lessee at least the number of days shown below for "Lessor Advance Notice Required" prior to the date when such termination becomes effective. Lessee may terminate this Lease at any time effective on or after the date shown below for "Lessee Earliest Termination Date" by giving written notice to the Lessor at least the number of days shown below for "Lessee Advance Notice Required" prior to the date when such termination becomes effective.

Lessor Earliest Termination Date	Lessor Advance Notice Required	Lessee Earliest Termination Date	Lessee Advance Notice Required
June 30, 2025	One year	June 30, 2025	One year

- b) **FOR CAUSE:** Either party may terminate this Lease and at any time for any of the following causes:
- (1) Failure to disclose any conflict or potential conflict of interest existing at the date of this Lease or hereafter created; and
 - (2) Any other breach of the terms of this Lease by a party which is not adequately remedied within twenty (20) days of the mailing of written notice thereof from the non-breaching party unless such breach cannot be cured within said twenty (20) day period and the breaching party commences the cure within the twenty (20) day period and diligently completes the cure.

7. **ABANDONMENT:** Lessee must notify Lessor in writing of any planned absence from the Premises in excess of the number of consecutive days shown below for "Maximum Abandonment". If Lessee is absent from the Premises in excess of the number of consecutive days shown below for "Maximum Abandonment" without notifying the Lessor, the Lessor may treat the Premises as abandoned and shall have the right to terminate the Lease, re-enter and take the Premises, and take possession of contents located in the Premises at the time of termination. The Lessor shall hold said contents for the benefit of the Lessee for an additional number of days shown below for "Minimum Contents Hold"; after which, if Lessee has not claimed said contents, the Lessor may sell said contents and apply the proceeds of the sale to any amounts due and owing to the Lessor by Lessee.

Maximum Abandonment: 180 days	Minimum Contents Hold: 30 days
--------------------------------------	---------------------------------------

8. **NOTICES:** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the
Lessee at: **Hamilton County Schools**
Attn: Dr. Justin Robertson,
Superintendent
3074 Hickory Valley Road
Chattanooga, TN 37421

To the
State
at: **Tennessee Board of Regents**
Office of Facilities Development
Third Floor
1 Bridgestone Park
Nashville, TN 37214

To
ChSCC
at: **Chattanooga State Community**
College
ATTN: Susan Joseph
4501 Amnicola Hwy
Chattanooga, TN 37402

9. **ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign or sublet all or any part of the Leased Premises without the written consent of the Lessor.
10. **INSPECTION:** The Lessor reserves the right to enter and inspect the Leased Premises, at reasonable times, and to render services and make any necessary repairs to the Premises.
11. **ALTERATIONS:** Lessee shall make no changes or alterations in and to the Premises or the building(s) the Premises are located without written consent of the Lessor. If alterations are made, except as otherwise agreed upon in writing, the Lessee will, at its own expense, upon the expiration of the Term hereby created or extension thereof or upon termination of the Lease for any reason, restore the building to the identical conditions as when entered upon the Lease.
12. **SURRENDER OF POSSESSION:** Upon termination or expiration of this Lease, the Lessee will peaceably surrender to the Lessor the Leased Premises in as good order and condition as when received, reasonable use and wear thereof excepted. Upon termination, the Lessor may recover from Lessee an amount equal to the value of any damage to the Premises beyond reasonable wear and tear.
13. **QUIET POSSESSION:** Lessor agrees that Lessee shall at all times during the existence of this Lease peaceably and quietly have, hold and enjoy the Leased Premises, without suit, trouble or hindrance from the Lessor, or any person claiming under the Lessor, provided that Lessee is in compliance with its obligations and keeps and performs the covenants contained herein.
14. **REPAIR AND MAINTENANCE:** During the Lease Term, Lessee shall maintain the Premises in good repair and tenantable condition, including elevator (if any), plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures, periodic painting, furnishing and replacing lighting and air conditioning and ventilating equipment filters, to the end that all such facilities are kept in good operating condition except in case of damage arising from a willful or negligent act of the Lessor's agent, invitee, or employee.
15. **DESTRUCTION:**

- a) If the Leased Premises are totally destroyed by fire or other casualty, this Lease shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the Leased Premises unusable for the purpose intended, Lessor shall effect restoration of the Premises as quickly as is reasonably possible. In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, at its option, either party may terminate this Lease.
 - b) In the event of any such destruction other than total, where the Lease has not been terminated as herein provided, the Lessor shall diligently prosecute the repair of the Premises.
 - c) In the event the Lessee remains in possession of the Premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the Lessee is precluded from occupying bears to the total net square feet in the Leased Premises. "Net square feet" shall mean actual inside dimensions.
- 16. Liability:** Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or other for whom the party is legally responsible. Any and all claims against the State shall be submitted to the Tennessee Board of Claims or the Tennessee Claims Commission. Any claim alleging personal injury or property damage resulting from the negligence of the Lessor, its employees or officials, shall be filed with the Claims Commission of the State of Tennessee for disposition in accordance with state law. Damages recoverable against the Lessor shall be expressly limited to claims paid by the Commission.
- 17. UTILITIES:** The Lessor shall be responsible for furnishing the following utilities: Gas. Lessee shall be responsible for payment of all other utilities. Water, sewer, and electricity are separately metered and shall be paid directly to the utility by Lessee. Gas services are shared between Lessee and Lessor, and Lessee shall reimburse ChSCC its pro rata share of gas usage monthly, upon receipt of an invoice for the same.
- 18. TIME OF THE ESSENCE:** Time is of the essence of this Lease, and the terms and provisions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.
- 19. HOLDING OVER:** In the event the Lessee remains in possession of the Premises after the expiration of the Term, or any extension thereof, this Lease shall be automatically extended on a month-to-month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.
- 20. Prior to the execution of this Lease, the special provisions which are described below and/or attached hereto and incorporated by reference were agreed upon.**
- a) Lessee shall maintain the Leased Premises as well as the parking area assigned to Lessee.
 - b) All renovation plans or changes to the facility must be reviewed and approved by Lessor and, where applicable, the Tennessee State Fire Marshal prior to commencement of work.
 - c) Lessee will provide janitorial services for the Leased Premises.
 - d) Lessee will provide all consumable supplies to be used in restrooms in the Leased areas.

- e) Lessee is required to have and maintain, during the term of this Lease, adequate public liability, and other appropriate forms of insurance. HCS shall provide a certificate of insurance to Lessor on or before the effective date of this Lease and shall send a new certificate of insurance in the event that the certificate of insurance lapses.

Signatures on Following Page

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto:


LESSEE

Signed by:
BY: Justin Robertson
407631265506468

Name: Dr. Justin Robertson

Title: Superintendent

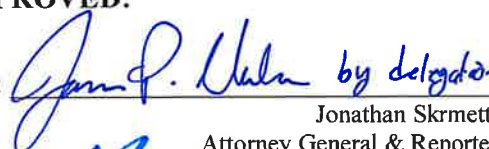
LESSOR


BY: 

Matt Van Epps, Commissioner
 Department of General Services

STATE

APPROVED:

BY:  by delegation
 Jonathan Skrmetti
 Attorney General & Reporter

BY: 

Bill Lee
 Governor

CHSCC CONTRACT APPROVAL AND ROUTING FORM

*** INTERNAL USE ONLY ***

INSTRUCTIONS: Complete all applicable fillable form items below and save the completed form as a pdf. Submit the completed form, the unsigned contract and any other required documents to contracts@chattanoogaastate.edu.

Contractor Information

Contractor Name: Hamilton County Schools

- Contractor is (a) an individual who is **not, or has not been within the past six months**, a state employee **OR** (b) a company/corporation whose controlling interest is not held by a state employee or state employee's spouse.
- Contractor is a foreign government; an agency of a foreign government; a legal entity, governmental or otherwise, created solely under the laws of a foreign state (e.g., a foreign company or a subsidiary of a foreign company); an individual who is not a U.S. citizen or U.S. national; and an agent of any of the foregoing.

Contractor Signer Name: Approvals Only

Contractor Signer Title:

Contractor Signer Email:

Additional Contractor Signatures (if required by Contractor) – Name, Title and Email:

Contract Description

Purpose of Contract:

Lease Agreement for STEM School

Start Date: 08/01/24 End Date: 07/31/28 or Date of last signature to end of term

Contract requires the expenditure of funds from Fund #: Org #:

Additional fund/org's:

Contract requires expenditure of Chattanooga State Community College Foundation funds

Year 1: \$ Year 2: \$ Year 3: \$ Year 4: \$ Year 5: \$

Total Amount: \$ *** For contracts \$25,000 and greater AND non-competitive, **Justification for Non-Competitive Purchases** form must be submitted with the contract. ***

Funds are being received Total: \$ 163685.60

ChSCC will be responsible for matching funds (grants only) of \$
which are available in Fund #: Org #:

No funds are involved in the execution of the contract

Type of Contract:

- Amendment
 - Apprenticeship
 - Articulation
 - Clinical Affiliation
 - Consulting
 - Dual Credit
 - Dual Enrollment
 - Dual Services
 - Facilities Use
 - Financial Services
 - Grant
 - Internship
 - Lease
 - Marketing
 - Mutual Use
 - Notice of Termination
 - Personal Services
 - Software, Database or Website
 - Special Industry
 - Transient Use
- Other:

Requesting Department

ChSCC Contract Coordinator (liaison between ChSCC and the Contractor): **Susan Joseph**

ChSCC Contract Monitor (ensures ChSCC receives goods and/or services): **Susan Joseph**


Monitoring Frequency: Once Monthly Quarterly Semi-Annually Annually None*

* The following types of contracts do not require a contract monitoring plan: Articulation, Clinical Affiliation, Dual Services, Dual Enrollment, Cooperative Educational Offering, Grants, Leases, Interagency, Special Industry

Department:

- Academic Affairs
- Business & Finance
- College Advancement & Public Relations
- Diversity, Equity & Inclusion
- Economic & Workforce Development
- Employee Relations
- Institutional Effectiveness Research & Planning
- Office of the President
- Student Affairs
- Technical College
- Technology

Approvals – APPROVALS WILL BE OBTAINED ELECTRONICALLY


 Vice President of Requesting Department

_____ Chattanooga State Foundation (if applicable)

_____ Purchasing (if applicable)

_____ Grant Accounting (if applicable)

 Contract Officer

 Vice President for Business and Finance

 President

ChSCC Contract Number: 332 80 23 382

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

From: Shannon Moody, Chief Strategy Officer

Date: August 21, 2025

Subject: Approve Agreement with Stellar Therapy Services for Medicaid Reimbursement Program – School Nursing Services

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Approve recommended agreement with Stellar Therapy Services, LLC for Medicaid Reimbursement Program to be provided for an additional term of one (1) year through June 30, 2026.

Stellar Therapy Services, LLC is the current provider for the Medicaid Reimbursement Program for Hamilton County Schools. Any student information will be handled in a secure manner and remains confidential between Hamilton County Schools and the Vendor. This is a revenue generating agreement with Stellar Therapy Services, LLC retaining 20% of reimbursements earned for Hamilton County Schools.

We recommend continuing the partnership with Stellar Therapy Services, LLC for Medicaid Reimbursement Program services by way of approval of the attached agreement.

Attachments:

1. Service Agreement

Opportunity 2030 Commitment Connection

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



Stellar Therapy Services, LLC

PO Box 8114, Chattanooga, TN 37414

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MEDICAID REIMBURSEMENT PROGRAM – SCHOOL NURSING SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is made on this 1st day of July, 2025, by and between Hamilton County Schools (hereinafter known as "**School District**") and **Stellar Therapy Services, LLC**, (hereinafter known as "**Contractor**") with its principal office in Chattanooga, TN, 37421.

WHEREAS, the Centers for Medicare and Medicaid Services letter to State Medicaid Directors, SMD#14-006, dated December 15, 2014, states that Medicaid reimbursement is available for covered services that are provided to Medicaid beneficiaries regardless of whether there is any charge for the service to the beneficiary or the community at large; and the School District desires that the Contractor provide billing and related administrative services in connection with healthcare services provided to School District students who are TennCare enrollees.

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

1. **Term.** The term of this Agreement shall be from **July 1, 2025, through June 30, 2026**. The term may be extended for up to two years following the end of the initial term, by mutual agreement of the parties.

2. **Administrative Services.**

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

- On behalf of School District, Contractor shall prepare and submit to appropriate Managed Care Organizations (“MCOs”) all claims for identified eligible healthcare services that are provided to TennCare Eligible School District Students either by service providers who are directly employed by School District (“School District Providers”) or who have a current contract with Board of Education (“Contract Providers”).
- Assist in obtaining all billing numbers and credentials required for the School District to receive Medicaid payments.
- Review and assist School District in the identification of appropriate notices and consents required to be provided students (or their parents or legal guardians) under applicable state and federal laws.
- Ensure that all consents and physicians’ orders on behalf of the TennCare Eligible School District Students are in place in order for Contractor to bill for services provided thereto.
- Train School District Providers or Contract Providers as needed on documentation and clinical requirements related to school-based healthcare services submitted for Medicaid reimbursement.
- Perform quality assurance reviews related to compliance with State and Federal regulations with results available to School District.
- Upon the date of expiration or termination of this Agreement for any reason (the "Termination Date"), Contractor shall have the option to bill exclusively for all claims for services provided to Eligible School District Students by School District Providers or Contract Providers having dates of service on or prior to the Termination Date (the "Pre-Termination Charges"). This option shall conclusively be deemed to have been exercised by Contractor unless Contractor notifies School District on or prior to the Termination Date that it has elected not to exercise this option. If Contractor exercises such option, Contractor shall bill exclusively for all Pre-Termination Charges and provide standard reports in connection therewith for a period of up to one hundred twenty (120) days following the Termination Date (the "Post-Termination Period"). Contractor shall have the right to reduce the duration of the Post-Termination Period at any time



Stellar Therapy Services, LLC

PO Box 8114, Chattanooga, TN 37414

by providing written notice to School District specifying the shorter Post-Termination Period. Contractor shall continue to receive its monthly Administrative Services Fee on all Pre-Termination Charges collected during the Post-Termination Period. Upon expiration of the Post-termination Period, Contractor shall cease providing the Post-Termination Services to School District.

- When these services are performed by a Physician's Assistant or Advanced Nurse Practitioner, Contractor will provide required physician oversight of the services according to Tennessee State laws. Subject to the terms of this Agreement the time of performance of the Services shall be as mutually agreed upon by Contractor and School District. Contractor will follow established program protocols agreed upon by all parties.

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

(c) All revenue and income resulting from the Administrative Services and the direct clinical services provided by the Contractor hereunder shall belong to and accrue to the benefit of School District, unless otherwise agreed by the parties. The parties shall work together to establish appropriate accounts into which such revenues shall be deposited in order to comply with applicable laws.

(d) During the term of this Agreement, School District will not use the services of any other billing or claims processing companies for the purpose of submitting claims for services performed by School District Providers or Contract Providers for TennCare Eligible School District Students.

3. Billing Entity Services. To be eligible for claiming, nursing services must be performed under the supervision of a Physician, a Physician's Assistant, or a Nurse Practitioner ("Billing Entity"). Claims for nursing services will be submitted using the credentials and provider number for the Billing Entity.

(a) To the extent that it is necessary to facilitate submission of claims for eligible services, Contractor shall provide billing entity services for the purpose of providing oversight for nursing services for identified students provided by School District healthcare workers. When these services are performed by a Physician's Assistant or Advanced Nurse Practitioner, Contractor will provide required physician oversight of the services according to Tennessee State laws. Subject to the terms of this Agreement, the time of performance of the Services shall be as mutually agreed upon by Contractor and School District. Contractor will follow established program protocols agreed upon by all parties.

(b) Contractor represents and warrants that billing entity possesses all licenses and qualifications necessary, and services provided will be in accordance with the ethics and standards of the AANP, AAPA and AMA and all applicable rules and regulations according to the applicable health licensure for performance of the Services throughout the term of this Agreement.

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

4. Compensation.

(a) In consideration for the Administrative Services provided by Contractor, School District agrees to pay Contractor a Fee for Administrative Services equal to twenty percent (20%) of total revenues received in connection with services provided to Eligible School District Students by School District Providers or Contracted Providers and billed by Contractor.

(b) Contractor will provide regular reports to School District of revenue received by Contractor as a result of services performed by school nurses. This revenue will be distributed monthly by Contractor to School District. The Fee for Administrative Services will be deducted from this disbursement. If revenue is received by School District directly from insurance companies, then Contractor shall invoice School District on a monthly basis for the Fees under this Agreement, and SCHOOL DISTRICT shall be responsible for paying all Fees within thirty (30) days of receipt of Contractor's invoice therefor.

(c) The parties represent and warrant to the other that all compensation payable to Contractor by School District hereunder has been determined in arms-length bargaining and is consistent with fair market value. Furthermore, the



Stellar Therapy Services, LLC

PO Box 8114, Chattanooga, TN 37414

parties represent and warrant that all compensation hereunder was not determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties.

(d) The Contractor reserves the right to change the Rates listed above in 4(a) and will notify the School District in writing of such within thirty (30) days of effective date of changes. After receipt by the School District of rate changes of the Contractor, School District shall have thirty (30) days from receipt of the rate changes to cancel this Agreement if School District does not agree with the rate changes. If School District cancels this Agreement because of unacceptable rate changes, neither party under this Agreement shall have any further obligations under this Agreement after the date of cancellation.

5. FERPA Compliance.

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

6. School District And Contractor Responsibilities.

(a) School District agrees to provide or cause to be provided to Contractor timely, accurate, complete and up-to-date information required by Contractor to perform the Administrative Services, which information may include without limitation demographic, charge, diagnosis, patient or treatment related information. School District represents and warrants that all clinical documentation provided to Contractor will be true, accurate and complete and up-to-date at the time of provision. School District will notify Contractor when it becomes aware that any inaccurate or incomplete information has been supplied to Contractor, including but not limited to errors that may affect CPT codes or ICD-10 codes or their equivalents. School District shall notify Contractor promptly of all non-chargeable patient visits or services.

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

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

(d) If Contractor exercises its option to perform Post-Termination Services, then School District shall ensure that it provides to Contractor all data and back-up information pertaining to the Pre-Termination Charges promptly after receipt thereof. The parties acknowledge that Contractor cannot properly provide the Post-Termination Services without such data and information. If School District fails to comply with its obligations under this Section, School District agrees that it shall release and hold Contractor harmless from any claims, losses or damages relating to or arising from Contractor's performance of the Post-Termination Services.

(e) Contractor agrees to:

- Provide all services hereunder in accordance with applicable law and regulations and shall upon request of the School District to provide commercially appropriate reports, response to inquiries or concerns.
- Contractor affirmatively represents that this Agreement complies with all TennCare, Medicaid or any other government sponsored health care reimbursement programs in all respects.
- Contractor acknowledges that it has the appropriate medical professionals to perform any oversight duties undertaken in this Agreement, whether under the Administrative Services or



Stellar Therapy Services, LLC

PO Box 8114, Chattanooga, TN 37414

Page | 4

Billing Service Section or elsewhere and agrees to immediately notify School District if they can no longer perform the review at the appropriate level.

7. **Professional Liability Insurance.** Contractor will provide proof of insurance with coverage and limits satisfactory to School District's Office of Risk Management.

8. **Acknowledgments.**

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

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

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

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

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

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

12. **Notices.** Any notice or other communications required or permitted hereunder shall be sufficiently given if delivered in person or sent by registered or certified mail, postage prepaid, addressed as set forth under each parties



Stellar Therapy Services, LLC

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signature to this Agreement. Such notice or communication shall be deemed to have been given as of the date so delivered or mailed.

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

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

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

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

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

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

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



Stellar Therapy Services, LLC

PO Box 8114, Chattanooga, TN 37414

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

School District

Stellar Therapy Services, LLC

By: _____

By: Holly Christopher

Title: _____

Title: CFO

Signature: _____

Signature: Holly Christopher

o WHO DO WE SEND INVOICES TO?

NAME: _____

EMAIL: _____

PHONE: _____



Stellar Therapy Services, LLC

PO Box 8114, Chattanooga, TN 37414

ATTACHMENT

Authorization and Acknowledgement of Compliance with Privacy Laws

Whereas, School District has contracted Stellar Therapy Services, LLC, for the provision of administrative and billing services related to certain healthcare services described within the contract.

Whereas, The above referenced contract may require the disclosure by the School District to Stellar Therapy Services, LLC, of certain personally identifiable student information that is confidential under the Family Educational Rights and Privacy Act (FERPA).

Whereas, 34 C.F.R. 99.31 and 34 C.F.R. 99.35, authorize an educational agency or institution to disclose personally identifiable information from an education record of a student without the consent required by Sec. 99.30 to authorized representatives of School District and local educational authorities in connection with an audit or evaluation of Federal or state supported education programs, or for the enforcement of or compliance with Federal legal requirements which relate to those programs.

Therefore, the School District and Stellar Therapy Services, LLC, hereby agree as follows:

1. Stellar Therapy Services, LLC, is authorized to maintain certain student information for the sole purpose of compliance with the requirements of the above referenced contract. This personally identifiable student and parent information may include but not be limited to: Name, Social Security Number, Telephone Numbers, Attendance Record, Disability Information, Grades, Date of Birth, Address, Race, Gender, and Enrollment Record.
2. Stellar Therapy Services, LLC, as authorized representative of School District for the sole purpose of complying with the requirements of the above contract agrees to comply fully with FERPA by maintaining the confidentiality of all student information and to use the information solely to fulfill its obligations under the above referenced contract with School District.
3. Stellar Therapy Services, LLC, agrees to destroy all confidential student information when it is no longer needed for purposes of fulfilling its obligations under the above referenced contract.

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

From: Shannon Moody, Chief Strategy Officer

Date: August 21, 2025

Subject: Proposed Policy Revision, 1st Read

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

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

<u>POLICY #</u>	<u>POLICY TITLE</u>
1.407	School District Records
1.700	School District Goals
1.701	School District Planning

Opportunity 2030 Commitment Connection

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

Hamilton County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: School District Records	Descriptor Code: 1.407	Issued Date: 06/15/17
		Rescinded:	Revised: 09/16/21

1

2 The director of schools shall maintain all school district records required by law, regulation and board
3 policy. Any citizen of Tennessee shall be permitted during business hours to inspect public records
4 maintained by the school district unless otherwise prohibited by law. Any citizen of Tennessee may
5 request in writing and receive copies of open public records subject to the payment of reasonable
6 costs.^{1,2,3,4}

7

8 No records pertaining to individual students will be released for inspection by the public or any
9 unauthorized persons. In addition, information records, and plans related to security and safety will not
10 be released for public inspection.¹¹

11

12 ~~All requests to inspect or receive copies of records shall be submitted to the Assistant Superintendent
13 for Human Resources, the district's public records request coordinator and records custodian.¹²~~

14

15 Prior to producing any record, the records custodian shall ensure confidential information is redacted.
16 Original documents remain intact and confidential information in copies produced for a requestor shall
17 be redacted. The director of schools shall develop a procedure to redact confidential information.

18

19 **REQUESTS FOR INSPECTION²**

20

21 Requests for inspection must allow 48 hours for reproduction and redaction of records. Citizens
22 requesting to inspect public records shall submit their request and a government issued photo
23 identification card with the citizen's address to the district's public records request coordinator during
24 normal business hours. Requests may be made in person, in writing, or by electronic mail (email). The
25 coordinator shall submit the information to the appropriate records custodian. The records custodian
26 will contact the citizen and indicate when the records will be available to inspect.

27

28 If the records cannot be made available within seven (7) business days, the records custodian shall
29 provide a records production letter indicating the time needed to complete the request.

30

31 If the request to inspect is denied, the ~~re-orders records~~ custodian shall provide the citizen with a
32 records request denial letter indicating the basis for the denial.

33

1 **REQUESTS FOR COPIES²**

2
3 Citizens requesting copies of public records shall complete and submit the Records Request Form and
4 a government issued photo identification card with the citizen's address to the district's public records
5 request coordinator during normal business hours. The coordinator shall submit the Records Request
6 Form to the appropriate records custodian.

7
8 The records custodian shall provide an estimate of the reasonable costs to produce the requested
9 records. The Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of
10 Reasonable Charges found at [https://comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-
11 and-guidelines/ScheduleofReasonableCharges.pdf](https://comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf) shall be used to determine the reasonable cost. The
12 records custodian will provide the citizen with an invoice detailing the charges. The citizen shall pay
13 the estimated reasonable costs by cash, money order, or cashier's check prior to the district producing
14 the copies. "Reasonable charges" shall include per-copy costs and labor exceeding one hour.

15
16 If the records cannot be made available within seven (7) business days, the records custodian shall
17 provide a records production letter indicating the time needed to complete the request.

18
19 If the request for copies is denied, the records custodian shall provide the citizen with a record request
20 denial letter detailing the basis for the denial.

21
22 **FREQUENT AND MULTIPLE REQUESTS**

23
24 When the total number of requests for copies made by a requestor within a calendar month exceeds
25 four (4), the requestor may be charged a fee for any and all labor that is reasonably necessary to
26 produce copies of the requested records. Prior to charging a reasonable fee, the requestor shall be
27 notified of this policy and provided with a Notice of Aggregation of Multiple Requestors form. The
28 Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of Reasonable
29 Charges found at [https://comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-
30 guidelines/ScheduleofReasonableCharges.pdf](https://comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf) shall be used to determine the reasonable cost. Further,
31 the names of persons inspecting records and the date of inspection shall be recorded.

32
33 **RECORDS RETENTION**

34
35 The director of schools and/or his designee(s) shall retain and dispose of school district records in
36 accordance with the following guidelines: ^{2,4}

- 37
38 1. The director of schools and/or his designee(s) will determine if a particular record is of
39 permanent or temporary value in accordance with regulations promulgated by County Public

- 1 Records Commission and the Tennessee Institute for Public Services records manual; ^{5,6}
2 2. Temporary value records which have been kept beyond the required time may be recommended
3 to the Public Records Commission for destruction; ^{7, 8}
4
5 3. The records that the State Librarian and Archivist desire to preserve in their facilities will be
6 transferred to the State Library and Archives. The temporary value records rejected by the State
7 Library and Archives may be transferred to another institution or destroyed; ^{7, 8, 9}
8
9 4. Permanent records will be kept in some usable form (digital, printed, microfilm, etc). If the
10 director of schools desires to destroy the original permanent record, these records must be
11 reproduced by microfilming or some other permanent reproduction method. Permission to
12 destroy any original permanent record after microfilming follows the same procedure noted
13 above for temporary records; ^{6, 8} and
14
15 5. The director of schools shall establish procedures to safeguard against the unlawful destruction,
16 removal or loss of records

Legal References

1. TCA 49-2-301(b)(1)(CC)
2. TCA 10-7-503
3. TCA 10-7-506(a)
4. TCA 49-2-104
5. TCA 10-7-401
6. TCA 10-7-406
7. TCA 10-7-404
8. TCA 10-7-413
9. TCA 10-7-414
10. TCA 39-16-504
11. TCA 10-7-504(p)

Cross References

- Financial Reports and Records 2.701
Personnel Records 5.114
Student Records 6.600

Hamilton County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: School District Goals	Descriptor Code: 1.700	Issued Date: 12/16/04
		Rescinded:	Revised: 10/20/22

1 The Board is charged, on behalf of the public, with the responsibility for determining the educational
2 goals of the school system. In discharging that responsibility, the Board has adopted the following
3 goals **aligned with the commitments in our district's strategic plan, Opportunity 2030 in four primary**
4 **areas: ~~Instruction, personnel, students and operations.~~**

5
6 The Board shall develop policies to implement the goals within each area, subject to the approved
7 annual budget, and shall annually review these goals and revise them as necessary so that each
8 program will at all times support the stated goals

9
10 **EVERY STUDENT LEARNS:**

11 **Academic Growth and Proficiency:** Approve budgets that strategically fund high-quality
12 instructional materials, professional development, and intervention programs to drive student growth
13 and proficiency.

14 **EVERY STUDENT BELONGS:**

15 **Access to Activities:** Establish policies that promote all schools providing access to extracurricular
16 activities (sports, arts, and clubs) regardless of community financial status, fostering student
17 connections and belonging.

18 **EVERY EMPLOYEE VALUED:**

19 **Employee Compensation and Retention:** Develop policies that guide the district in becoming a top
20 K-12 school district in employee compensation in Tennessee by 2030 and ensure effective recruitment
21 and retention practices.

22 **EVERY SCHOOL EQUIPPED:**

23 **Optimizing Facilities:** Enact policy requiring annual reviews of school operations and facilities to
24 maximize capacity and operational efficiency, aligning with district growth and needs.

25 **EVERY COMMUNITY SERVED:**

26 **Community-Focused Initiatives:** Approve funding and policy in support of programs that increase
27 access to post-secondary planning resources, internships, and mentorship opportunities, ensuring every
28 graduate has a plan for their future.

1 **INSTRUCTION**

- 2
- 3 ~~1.—To promote a plan for the organized improvement of school curriculum, including the~~
4 ~~articulation between elementary and secondary schools;~~
- 5
- 6 ~~2.—To provide offerings which explore a wide range of career and service opportunities;~~
- 7
- 8 ~~3.—To promote an integration of academic, physical, social and emotional growth experiences for~~
9 ~~each student; and~~
- 10
- 11 ~~4.—To promote the recognition of achievement in all endeavors (example, academic, athletic).~~
- 12

13 **STUDENTS**

- 14
- 15 ~~1.—To structure the overall instructional program to provide sufficient alternatives to meet a~~
16 ~~variety of individual needs and aspirations;~~
- 17
- 18 ~~2.—To ensure that each student’s interests, capacities and objectives are considered in his/her~~
19 ~~learning program;~~
- 20
- 21 ~~3.—To develop a comprehensive program for students with disabilities providing the~~
22 ~~least restrictive pro-grams; and~~
- 23
- 24 ~~4.—To help students gain understanding of themselves, as well as skills and techniques in living~~
25 ~~and working with others and being responsible citizens.~~
- 26

27 **PERSONNEL**

- 28
- 29 ~~1.—To provide high quality performance by the staff, including both certified and classified~~
30 ~~personnel;~~
- 31
- 32 ~~2.—To establish acceptable performance standards for all personnel;~~
- 33
- 34 ~~3.—To provide in-service training and professional growth experiences for teachers and administrators; and~~
- 35
- 36 ~~4.—To maintain an evaluation system for the improvement of the instructional system.~~
- 37

38 **OPERATIONS**

- 39
- 40 ~~1.—To make every effort to secure adequate funding for the educational program in support of~~
41 ~~the stated goals;~~
- 42
- 43 ~~2.—To maintain an adequate system of fiscal and business management;~~
- 44

- 1 ~~3. To develop plans for the efficient use of school facilities; and~~
- 2
- 3 ~~4. To ensure appropriate communication between the director of schools and the Board.~~

Legal References

Cross References

Fiscal Management Goals 2.100
Business Management Goals 3.100
Instructional Goals 4.100
Personnel Goals 5.100
Student Goals 6.100

Hamilton County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: School District Planning	Descriptor Code: 1.701	Issued Date: 12/16/04
		Rescinded:	Revised: 10/20/22

1 The Board shall develop comprehensive, long-range plans based on the following:

- 2
- 3 1. Identifying and analyzing the major factors that affect what and how students learn;
- 4
- 5 2. Developing and implementing a written multi-year plan to include a mission
- 6 statement, goals, objectives and strategies;¹
- 7
- 8 3. Establishing annual program improvement objectives, including major activities, expected
- 9 out- comes, timelines, responsible persons and required resources; and
- 10
- 11 4. Basing major budget decisions on long-range plans.
- 12

13 The Board shall plan by means of an annual retreat with the director of schools and the staff. The purpose
14 of the retreat shall be to review progress on the implementation of priorities, initiatives, and long-range
15 plans, to determine which goals have been achieved, whether any new efforts are needed, and to review
16 major issues that may affect the future. The Board shall also consider annual objectives and strategies
17 proposed by the director of schools. ~~An annual status report on these plans shall be submitted to the~~
18 ~~Commissioner of Education by September 1 of each year in the required format.¹~~

19
20 The director of schools shall develop necessary procedures, forms or other measures to implement the
21 goals of this policy.

22
23 A planning coordinator may be designated by the director of schools to help coordinate system-wide
24 planning efforts, establish and coordinate an issues management process, aid district staff in developing
25 specific plans, and monitor implementation schedules.

Legal References

Cross References

Role of the Board 1.101
Qualifications/Duties of the Director of Schools 5.802

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

From: Shannon Moody, Chief Strategy Officer

Date: August 21, 2025

Subject: Proposed Policy Revision, 2nd Read

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

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

<u>POLICY #</u>	<u>POLICY TITLE</u>
6.311	Wireless Communication Devices

Opportunity 2030 Commitment Connection

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

Hamilton County Board of Education

Monitoring: Review: Annually, in June	Descriptor Term: Wireless Communication Devices	Descriptor Code: 6.311	Issued Date: 07/20/23
		Rescinded:	Revised: 08/15/25

1 *General*^l

2
3 The increase in use of cell phones and personal communication devices by students during the school
4 day has become a significant distraction in the school environment and is impeding student learning.
5 Accordingly, subject to the limited exceptions set forth in this policy, students are not permitted to use
6 wireless communication devices on campus during the school day
7

8 For the purposes of this policy, "wireless communication device" means any portable wireless device
9 that has the capability to provide voice, messaging, or other data communication between two (2) or
10 more parties, including, but not limited to, cell phones, tablets, gaming devices, or wearable
11 technology. "Wireless communication device" does not include a school-issued device such as a
12 Chromebook.

13 **PROHIBITED USE DURING SCHOOL HOURS**

14
15
16 Students are prohibited from using personal cell phones or similar portable wireless communication
17 devices (tablets, MP3 players, earbuds, smart glasses, gaming devices, etc.) during the school day. This
18 includes **class time, lunch periods, transitions between classes, and restrooms.**

19
20 School administration is responsible for the consistent and equitable enforcement of this policy. Failure
21 to adhere to the expectations outlined herein may result in administrative review by the Superintendent
22 or their designee and may be reflected in the principal's annual performance evaluation. The
23 Superintendent shall be responsible for ensuring districtwide adherence to this policy and for
24 implementing systems of accountability and support for building-level enforcement.

25
26 Unless one of the limited exceptions below applies, students may not use, display, or be in visible
27 possession of any wireless communication devices from starting bell to ending bell.

28
29 During the school day, these devices must be:

- 30 • **Stored in an assigned locker, backpack, purse, or vehicle, or a designated location**
- 31 **assigned by school administration;**
- 32 • **Turned off or on airplane mode; AND**
- 33 • **Out of sight.**

34 **EXCEPTIONS**

- 35
36 • If a student has a documented medical condition requiring device access to help manage the
37 student's health (approved by the principal or designee);
-

- If use of such a device is included in a student’s Individualized Education Plan (IEP), Section 504 Plan accommodation, or individual learning plan;
- If the device is being used by a student with a disability for operation of assistive technology to increase, maintain, or improve the student’s functional capabilities;
- Wireless communication device use during the school day may only occur with explicit administrative approval and should be limited to circumstances where use of the district-issued Chromebook or other school-provided devices is insufficient or impractical. The district's expectation is that students will primarily utilize Chromebooks or approved school technology for instructional purposes. Wireless communication devices are not to be used as a substitute unless specifically authorized by school administration for a defined educational activity.
- In the event of an emergency, students may use a wireless communication device with the permission of a teacher or administrator.

Before & After-School Use

Student use of portable wireless communication devices is permitted only before the first instructional bell and after the final dismissal bell.

~~A student may be permitted to utilize a wireless communication device under the following circumstances:~~

- ~~1. In case of an emergency;~~
- ~~2. When authorized by a teacher;~~
- ~~3. To manage the student’s health, as documented in the student’s individual healthcare plan;~~
- ~~4. When the possession or use is required by the student’s individual education program, 504 plan, or individual learning plan; or~~
- ~~5. When the device is being used by a student with a disability for the operation of assistive technology to increase, maintain, or improve the student's functional capabilities.~~

~~Unless one of the listed exceptions applies, students may possess wireless communication devices only so long as they are secured within district approved locked pouches during operational school hours, a process that will be implemented by fall break of the 2025-2026 school year. Students will be responsible for the cost of purchasing the pouch to possess their device on campus~~

PENALTIES

~~Unauthorized use or improper storage of a device may result in confiscation and/or other consequences aligned with the HCS Code of Acceptable Behavior.~~

CONSEQUENCES FOR VIOLATION

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Violations of this policy will result in:

- *1st Offense: Phone is taken by the teacher and delivered to administration. The phone is held until the end of the day; a parent is notified.*

- *2nd Offense: Phone is held by administration for **three (3) school days**; a parent/guardian must retrieve the device in person.*

- *3rd Offense: Phone is held for **seven (7) school days**; a parent/guardian must retrieve the device in person.*

- *4th Offense: Phone is held for **thirty (30) school days**; the student will **lose the privilege to bring any wireless device to campus for the remainder of the semester or school year.***
 - i. *If a student refuses to turn in the phone/device, an additional referral will be submitted for Defiance/Disrespect, which will follow disciplinary steps.*
 - ii. *A parent or guardian will be notified, and a meeting may be required with school administration to review expectations and consequences. Students may be restricted from bringing a wireless electronic device to campus for the remainder of the semester or school year, at the discretion of the principal or designee.*
 - iii. *Phones that are confiscated will be safely and securely locked up during the hold period. The school is not responsible for loss, theft, or damage to the device during the hold period.*

EMERGENCY COMMUNICATION PLAN

~~In the event of an emergency or possible emergency occurring at school, parent(s)/guardian(s) shall be alerted through electronic means at the contact information on record within the student information system.~~

Students will be authorized to use a wireless communication device for communication purposes in the event of an emergency or possible emergency. However, the principal or principal’s designee will remain the primary point of contact for families in the event of an emergency or possible emergency. All emergency communication from the school or district will be shared through the district’s mass communication system.

- 1 **Notice and Communication**
- 2 This policy will be communicated to students, staff, and families annually. Schools will post reminders
- 3 of the policy in common areas and classrooms.

Legal References

1. TCA 49-2-2001

Cross References

Hamilton County Board of Education

Monitoring: Review: Annually, in November	Descriptor Term: Testing Programs	Descriptor Code: 4.700	Issued Date: 12/16/04
		Rescinds:	Issued:

1 The director of schools shall be responsible for the development of procedures to govern the administra-
2 tion of all system testing programs. The director of schools will designate a system testing coordinator
3 who shall be responsible for the administering, monitoring and maintaining security of all system tests
4 to be administered within the school system.¹ The principal of each school shall serve as or designate
5 a building testing coordinator. Results of all such tests shall be recorded on the students' permanent
6 records and shall be made available to appropriate personnel in accordance with established procedures.²
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30 Legal Reference:
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32 1. TCA 49-1-607
33 2. TRR/MS 0520-1-3-.03(9)
34 TRR/MS 0520-1-3-.06(d)
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Hamilton County Board of Education

Evaluation Model for the Director of Hamilton County Schools

Tennessee law requires the Hamilton County Board of Education to assign to the Director of Schools the day-to-day responsibility of operating the system within the approved budget and consistent with law and policy. Consequently, the selection and evaluation of the Director is one of the most important functions the Board of Education performs.

In order to fulfill its statutory obligations, and so the Director may have clear guidance regarding the Board's evaluation of his/her performance, the Board of Education, in consultation with the Director, has developed this Evaluation Model for the 2025-2026 school year. The foundation of this Evaluation Model is the Board's Strategic Plan, including corresponding annual goals; the laws of the State of Tennessee; and the Board's contract with the Director.

This Model will consist of three parts:

- **The Director's self-evaluation.**
 - The Director will evaluate his/her own performance as well as the performance of the system using the criteria set forth below.
 - The Director will submit his/her self-evaluation to the Chair of the Board within 30 days of receipt of the State's annual assessment data of Hamilton County Schools;
- **The Board's evaluation of the Director's performance.**
 - The Board will evaluate the Director and the system using the criteria set forth below, the Director's self-evaluation, and the State's assessment data.
 - Each Board member will complete his or her evaluation within 30 days of receipt of the Director's self-evaluation and submit it to the Board secretary and the Board attorney.
- **The Director's written response to the Board's evaluation.**

The Director and the Board will use the following Rating Scale:

- 1 = Significantly below expectations
- 2 = Below expectations
- 3 = At expectations
- 4 = Above expectations
- 5 = Significantly above expectations

Evaluation Criteria

Strategic Planning	Score	Comments
Develop and implement Opportunity 2030 in collaboration with the school board to address key performance indicators <u>on a yearly basis</u> .		
Initiates communication and facilitates cooperation and collaboration among staff regarding Opportunity 2030.		
Keeps the Board and community informed of progress towards goals set in Opportunity 2030.		
Ensures the vision shapes the educational programs, plans, and activities of the district.		
Uses assessment data related to student learning to effectuate the Board's strategic plan.		
Leads the Board in recasting or reframing the vision as necessary based upon available data.		

TOTAL SCORE: _____

Strategic Planning Rubric

Sources of Evidence	Level 1: Significantly Below Expectations	Level 2: Below Expectations	Level 3: At Expectations	Level 4: Above Expectations	Level 5: Significantly Above Expectations
<ul style="list-style-type: none"> • Agendas from district leadership and principal professional development. • District and school level goals for professional development related to student achievement, gap closure, college-career readiness, and growth. • District and School Improvement Plans that operationalize Opportunity 2030 	<p>Builds limited or no capacity for:</p> <ul style="list-style-type: none"> • Developing administrators' understanding of state adopted standards and instructional practice. • Demonstrating fidelity to state and district approved standards and curriculum. • Studying, analyzing, and evaluating approved curriculum resources. • Establishing a system for monitoring student achievement. • Establishing collective accountability when making needed adjustments to build administrator capacity. 	<ul style="list-style-type: none"> • Exceeds Level 1 rubric but does not meet Level 3 rubric. 	<p>Builds capacity among administrators for:</p> <ul style="list-style-type: none"> • Developing an accurate understanding of state adopted standards and instructional practice. • Demonstrating fidelity to state and district approved standards and curriculum. • Studying, analyzing, and evaluating approved curriculum resources and instructional programs. • Establishing a system for monitoring student achievement. • Establishing collective accountability when making needed adjustments to improve instruction. 	<ul style="list-style-type: none"> • Exceeds Level 3 rubric but does not meet Level 5 rubric. 	<p>In addition to Level 3 descriptors:</p> <ul style="list-style-type: none"> • Communicates Opportunity 2030 to all staff. • Ensures the Board's vision, mission, and goals shape the educational programs, plans, and activities. • Actively monitors, evaluates, advises, and regularly updates the Board on Opportunity 2030

Student Achievement/Performance	Score	Comments
District Wide Value-Added will meet or exceed the State expectations each year.		
The percentage of students scoring below the 25 th percentile will decrease by 2% each year.		
Collaborates with administrators to analyze and use multiple forms of data throughout the year to establish specific goals and strategies targeting student achievement and growth.		
Develops, monitors, and assesses district and school improvement plans, including the regular review and analysis of district test scores by school and sub-groups.		
Leads administrators to develop and execute interventions that address all student learning needs based on multiple sources of data.		
Applies and communicates qualitative and quantitative findings to identify strengths and weaknesses in programs and practices in order to ensure continuous improvement.		
Establishes systems for principals to regularly receive feedback on goal achievement and to assess ongoing school improvement efforts.		
Encourages various staffing patterns, student grouping plans, class scheduling plans, school organizational structures, and facilities design processes to support various teaching strategies and desired student outcomes.		
Increase Graduation Rate with a goal of reaching 90% within the next 4 years.		

TOTAL SCORE: _____

Student Assessment/Performance Rubric

Sources of Evidence	Level 1: Significantly Below Expectations	Level 2: Below Expectations	Level 3: At Expectations	Level 4: Above Expectations	Level 5: Significantly Above Expectations
<ul style="list-style-type: none"> • Sample of school and district improvement plans with strategies. • District and school level TVAAS scores. • Data summary of all district and school level accountability metrics. • Performance and monitoring data of district wide sub-groups. • District plan for monitoring school improvement plans and student academic performance. • Review of district report card. 	<p>Shows limited or no use of:</p> <ul style="list-style-type: none"> • Multiple student, educator, school-wide, and district-wide data. • Specific data when analyzing and tracking student progress. • Academic and behavioral growth goals. • Expectations for adjusting instructional programs based on data. • Shared accountability for decisions targeting student achievement and growth goals. • No observable alignment between interventions and student achievement. • Planning that addresses academic growth goals. 	<ul style="list-style-type: none"> • Exceeds Level 1 rubric but does not meet Level 3 rubric. 	<p>Collaborates with administrators to:</p> <ul style="list-style-type: none"> • Use multiple sources of student, educator, school and district-wide data. • Determine specific data to analyze when tracking student progress. • Establish specific strategies to meet or exceed academic and behavioral growth goals. • Communicate expectations for adjusting instruction programs in response to assessment data. • Establish shared accountability for instructional decisions targeting student achievement and growth goals. 	<ul style="list-style-type: none"> • Exceeds Level 3 rubric but does not meet Level 5 rubric. 	<ul style="list-style-type: none"> • Ensures administrators analyze and use multiple sources of student, educator, school and district-wide data. • Develops and monitors a district-wide data plan that includes: student progress tracking; strategies to meet or exceed growth and achievement goals; benchmark data; and data based changes to the instructional program. • Shared accountability for instructional decisions targeting achievement and growth goals. <p>Establishes data-specific growth and achievement targets that result in gains</p>

School Leadership	Score	Comments
Develop competent leadership at the district level and school level through intentional leadership pipelines.		
Leverages administrators' strengths to engage all students in meaningful, relevant learning opportunities while ensuring employees are accountable for job responsibilities.		
Knowledgeable about the curriculum and establishes clear expectations for administrators.		
Supports professional learning activities for teachers and administrators.		
Uses administrator evaluation data to inform, assess, and adjust professional learning, goals, and plans.		
Demonstrates use of system and staff evaluation data for personnel policies, decision-making, promotion of career growth, and professional development.		
Offers professional development that is focused on student learning consistent with the school district's vision, mission, and goals.		

TOTAL SCORE: _____

School Leadership Rubric

Sources of Evidence	Level 1: Significantly Below Expectations	Level 2: Below Expectations	Level 3: At Expectations	Level 4: Above Expectations	Level 5: Significantly Above Expectations
<ul style="list-style-type: none"> • District leadership team meeting agendas and notes. • School level summary of principal use of data in determining staffing needs and placement. • Summary of school level use of teacher effectiveness data and teacher leaders. • Samples of staff and student recognition events at each school. • Nature, extent, and frequency of legitimate complaints or concerns voiced about subordinates within chain of command. 	<ul style="list-style-type: none"> • Limited or no assignment of administrators based on student learning needs, demonstrated effectiveness, and Board and district goals. • Limited or no opportunities to extend impact of high-performing teachers. • Clear criteria for recognition and celebration of schools and student performance and growth. • Shows limited or no use of the evaluation process and does not meet with administrators. • Repeated complaints or concerns being raised within chain of command, to include the Board. 	<ul style="list-style-type: none"> • Exceeds Level 1 rubric but does not meet Level 3 rubric. 	<ul style="list-style-type: none"> • Assigns administrators based on student learning needs, demonstrated effectiveness, and Board and district goals. • Provides opportunities to extend impact of high performing teachers and administrators. • Creates and implements clear criteria for recognition of schools and students. • Ensures administrators provide structured feedback and use the evaluation process for professional learning and growth. • Uses evaluation data to determine trends. 	<ul style="list-style-type: none"> • Exceeds Level 3 rubric but does not meet Level 5 rubric. 	<ul style="list-style-type: none"> • Engages with administrators to review multiple data sources. • Creates a coherent system to extend impact of administrators. • Supports school rituals, traditions, and initiatives. • Builds and sustains a focused on continuous improvement. Creates a district-wide plan for professional learning aligned to the Board's vision for professional learning and growth.

Community Relationships	Score	Comments
Identifies multiple points of view for problem solving situations and involves stakeholders in decisions affecting the district.		
Strategically utilizes community resources and established partnerships to support the Board’s vision, mission, and goals.		

TOTAL SCORE: _____

Community Relationship Rubric

Sources of Evidence	Level 1: Significantly Below Expectations	Level 2: Below Expectations	Level 3: At Expectations	Level 4: Above Expectations	Level 5: Significantly Above Expectations
<ul style="list-style-type: none"> • Examples of school district level website, newsletters, and surveys if available. • Examples of meeting agendas and schedules for parental involvement and community engagement. • Samples of school partnerships and partnership activities. • Samples of meetings and conversations with community partners and educators. • Donations and contributions to each school or the district. 	<p>Shows limited or no evidence of:</p> <ul style="list-style-type: none"> • Welcoming and engaging families. • Offering timely, relevant, and accessible communication. • Providing district staff with sufficient resources needed to communicate regularly with families. • Creating flexible scheduling for meetings, gatherings, and celebrations in response to parent needs. • Assessing community partners and resources. • Allocating fiscal, human, technological, and physical resources or allocates these with misalignment to the Board’s vision, mission, and goals. 	<ul style="list-style-type: none"> • Exceeds Level 1 rubric but does not meet Level 3 rubric. 	<ul style="list-style-type: none"> • Welcomes and engages all families. • Offers opportunities for families to participate in school initiatives when applicable. • Provides district staff with sufficient resources needed to communicate regularly with families. • Creates flexible scheduling for meetings, gatherings, and celebrations in response to parent needs. • Conducts an accurate assessment of community partners and resources. • Ensures accepted resources support the Board’s vision, mission, and goals. • Allocates fiscal, human, technological, and physical resources to align with the Board’s vision, mission, and goals. 	<ul style="list-style-type: none"> • Exceeds Level 3 rubric but does not meet Level 5 rubric. 	<p>In addition to Level 3 requirements:</p> <ul style="list-style-type: none"> • Establishes a two-way communication process for families that provides information about student progress and learning. • Supports family and community partnerships that are visible and sustainable. • Assesses potential community partners and secures additional resources that support the district. <p>Highlights usage of resources and shares district accomplishments by regularly communicating with community partners.</p>

Business and Finance	Score	Comments
Budget will be presented on time and in a transparent manner to both the board and community		
Steps will be articulated and implemented to ensure school leaders are resourced to address unique needs of every school.		
Demonstrates budget management including financial forecasting, planning, cashflow management, account auditing, and monitoring and oversees the district's fiduciary responsibilities.		
Provides accurate and timely reports to the Board on the financial condition of the school system.		
Meets and works collaboratively with the Board and appropriate staff to determine budget priorities, including alignment with strategy and the effective allocation of resources.		

TOTAL SCORE: _____

Business and Finance Rubric

Sources of Evidence	Level 1: Significantly Below Expectations	Level 2: Below Expectations	Level 3: At Expectations	Level 4: Above Expectations	Level 5: Significantly Above Expectations
<ul style="list-style-type: none"> • Samples of compliance with all financial audits including local, state, and federal. • Provide samples of both student and employee handbooks. • Provide samples of meeting with certified and noncertified staff on compliance with all Board policies and operating procedures. • Provide sample administrative procedures aligned with Board policy, state law, and federal requirements. • Board work session reports and agenda documents showing budgeting aligned with priorities. 	<ul style="list-style-type: none"> • Rarely or never establishes, communicates, and enforces administrative procedures by: <ul style="list-style-type: none"> ○ Aligning them with Board policy, state law, and federal requirements. ○ Communicating established administrative procedures. ○ Ensuring administrators are accountable to the administrative procedures. • Rarely or never performs all budgetary responsibilities by: <ul style="list-style-type: none"> ○ Allocating resources in alignment with district priorities to increase student achievement. • Ensuring that delegated budgetary responsibilities are performed within all appropriate district, state, and federal guidelines. 	<ul style="list-style-type: none"> • Exceeds Level 1 rubric but does not meet Level 3 rubric. 	<ul style="list-style-type: none"> • Establishes, communicates, and enforces administrative procedures by: <ul style="list-style-type: none"> ○ Aligning them with Board policy, state law, and federal requirements. ○ Communicating established administrative procedures. ○ Ensuring administrators are accountable to the administrative procedures. • Performs timely, accurate, and transparent budgetary responsibilities by: <ul style="list-style-type: none"> ○ Allocating resources in alignment with district priorities to increase student achievement. • Ensuring that delegated budgetary responsibilities are performed within all appropriate district, state, and federal guidelines. 	<ul style="list-style-type: none"> • Exceeds Level 3 rubric but does not meet Level 5 rubric. 	<p>In addition to Level 3 descriptors:</p> <ul style="list-style-type: none"> • Leads administrators and staff in frequent reviews of administrative procedures to vet effectiveness and ensure the effective and efficient operation of the school district. • Leads administrators in frequent reviews of fiscal resource allocation to support the effective and efficient operation of the district.

Board Relationship	Score	Comments
Keeps board members informed on issues, needs, and operation of the school system.		
Follows through on initiatives and strategies communicated to the Board of Education		
Seeks and accepts constructive criticism of work from the Board		
Interprets and executes the intent of Board policy through the development of administrative procedures		
Maintains/improves relations with the Board by consistent and appropriate interpersonal/professional interactions while making appropriate recommendations based on thorough analysis and study.		

TOTAL SCORE: _____

Board Relationship Rubric

Sources of Evidence	Level 1: Significantly Below Expectations	Level 2: Below Expectations	Level 3: At Expectations	Level 4: Above Expectations	Level 5: Significantly Above Expectations
<ul style="list-style-type: none"> • Provides supporting documentation for each section of the director’s evaluation instrument. • Samples of administrative procedures that adhere with Board policy. 	<ul style="list-style-type: none"> • Inconsistently uses feedback from the Board to improve and demonstrates little evidence of growth. • Unprepared or disengaged with the Board and professional learning opportunities. • Engages in the evaluation process without evidence of focus on continuous improvement. • Self-reflections do not match the expectations of the Board of the director’s evaluation instrument. • Inconsistently contributes to school district growth by failing to assist and mentor administrators. 	<ul style="list-style-type: none"> • Exceeds Level 1 rubric but does not meet Level 3 rubric. 	<ul style="list-style-type: none"> • Uses feedback from the Board to implement personal and professional improvement strategies. • Prepared and engaged with the Board and professional learning opportunities. • Engages in the evaluation process with evidence of focus on improvement. • Contributes to the school district by assisting others, including at least two of the following. <ul style="list-style-type: none"> ○ Collaborative planning with administrators and staff to execute Board policies and decisions. ○ Actively participating in professional learning. • Building capacity for aspiring administrators. 	<ul style="list-style-type: none"> • Exceeds Level 3 rubric but does not meet Level 5 rubric. 	<ul style="list-style-type: none"> • Uses feedback from the Board to significantly improve performance. • Consistently prepared and highly engaged with the Board and in professional learning opportunities. • Engages in the evaluation process and seeks out feedback, matching the expectations of the Board and director’s evaluation instrument. • Actively and consistently contributes to the school district by assisting and/or mentoring others, including: <ul style="list-style-type: none"> ○ Collaborative planning with administrators and staff to execute Board policies and decisions. ○ Actively leading professional learning. ○ Leading data-driven professional learning opportunities. ○ Building capacity for aspiring administrators.

Staff and Personnel Relationships	Score	Comments
95% of Certified Positions will be staffed by the 10 th day of each year.		
90% of new teachers will be retained each year.		
Employee retention rates will exceed 85% each school year.		
Collaborates with administrators to induct, support, retain, and grow effective educators based on evidence of student outcomes.		
Develops appropriate structures to address staff morale based on district analysis.		
Provides shared leadership and decision-making opportunities for staff that promotes a climate of collaboration and collegiality.		
Identifies and applies appropriate policies, criteria and processes for the recruitment, selection, induction, compensation, and separation of personnel.		
Evaluates the organizational structure of the district and reorganizes as necessary to achieve maximum effectiveness.		

TOTAL SCORE: _____

Staff and Personnel Relationship Rubric

Sources of Evidence	Level 1: Significantly Below Expectations	Level 2: Below Expectations	Level 3: At Expectations	Level 4: Above Expectations	Level 5: Significantly Above Expectations
<ul style="list-style-type: none"> • Samples of district level plan for recruiting both professional and noncertified staff. • Samples of school level data regarding induction, support, retention, and growth of staff. • Samples of school level plans to increase the rates of high-performing educators and increase retention rates. 	<ul style="list-style-type: none"> • Rarely or never inducts, supports, retains, and grows administrators by designing and implementing an induction program for new administrators and staff. • Rarely or never develops strategies for: <ul style="list-style-type: none"> ○ Retaining high-performing educators and administrators. ○ Fostering leadership skills in the most effective educators and administrators based on student outcomes. • Utilizing a variety of methods to support the development of administrators. 	<ul style="list-style-type: none"> • Exceeds Level 1 rubric but does not meet Level 3 rubric. 	<ul style="list-style-type: none"> • Designs and implements an induction program for new administrators and staff. • Develops strategies for: <ul style="list-style-type: none"> ○ Retaining high-performing educators. ○ Fostering leadership skills in the most effective educators and administrators based on student outcomes. • Utilizing a variety of methods to support the development of all administrators and staff. 	<ul style="list-style-type: none"> • Exceeds Level 3 rubric but does not meet Level 5 rubric. 	<p>Engages with the district leadership team to:</p> <ul style="list-style-type: none"> • Design and implement an induction program for new educators. • Develop strategies for retaining high-performing educators. • Develop strategies for fostering leadership skills in the most effective educators and administrators based on student outcomes. • Supports the development of all administrators utilizing a variety of methods.

Integrity, Fairness, and Ethics	Score	Comments
Includes a varied set of administrators, educators, and stakeholders in district and school improvement decisions.		
Models and communicates expectations for individual and shared ownership of student, educator, school, and district success.		
Expects and emphasizes that all staff demonstrate integrity and exercise ethical behavior throughout the district.		
Treats people fairly, equally, and with dignity and respect.		

TOTAL SCORE: _____

Integrity, Fairness, and Ethics Rubric

Sources of Evidence	Level 1: Significantly Below Expectations	Level 2: Below Expectations	Level 3: At Expectations	Level 4: Above Expectations	Level 5: Significantly Above Expectations
<ul style="list-style-type: none"> • Provide samples of meetings and engagement with various stakeholders throughout the community. • Examples of meeting with teachers, staff, student groups, etc. outside of formal observations or staff meetings. • Examples of procedures that relate to communication plan for both certified and noncertified staff. 	<ul style="list-style-type: none"> • Does not engage or limits engagement of stakeholder groups and does not seek input or feedback on district improvement. • Does not communicate expected values and beliefs to all staff. • Does not design or implement structures that increase shared ownership in district success. • Fails to establish high expectations for administrators' individual responsibility for district success. 	<ul style="list-style-type: none"> • Exceeds Level 1 rubric but does not meet Level 3 rubric. 	<ul style="list-style-type: none"> • Develops structures to encourage all stakeholders to provide input and feedback in district improvement decisions. • Communicates basic values and beliefs to all staff. • Models a commitment to the possibility of success for all students. • Designs and/or implements structures to increase shared ownership in district success. • Clearly and consistently communicates high expectations for administrators' individual responsibility for district success. 	<ul style="list-style-type: none"> • Exceeds Level 3 rubric but does not meet Level 5 rubric. 	<ul style="list-style-type: none"> • Develops capacity of administrators to implement structures for engaging all stakeholders to provide input and feedback in district improvement decisions. • Clearly communicates basic values and beliefs to all staff. • Enacts procedures that reflect a district-wide commitment to student success. • Clearly and consistently communicates administrators' individual responsibility for district success. <ul style="list-style-type: none"> Establishes a culture where all administrators address low expectations about student potential.

Facilities/Safety	Score	Comments
Fosters a safe, respectful, and orderly learning environment for all.		
Demonstrates knowledge of school facilities and develops a process that builds public support for facility needs, including capital improvements.		
Ensures the maintenance of school property and the safety of personnel and property.		

TOTAL SCORE: _____

Facilities and Safety Rubric

Sources of Evidence	Level 1: Significantly Below Expectations	Level 2: Below Expectations	Level 3: At Expectations	Level 4: Above Expectations	Level 5: Significantly Above Expectations
<ul style="list-style-type: none"> • Examples of school safety plans and/or school climate surveys. • Annual school level reporting of attendance rates and discipline referrals, including suspension and expulsion rates. • School district/county audits. • Examples of administrative procedures addressing finance and facilities. 	<ul style="list-style-type: none"> • Expectations for resource allocation are not clearly aligned with the school district vision, mission, and goals. • District policies are not: <ul style="list-style-type: none"> ○ Clearly communicated. ○ Implemented consistently and fairly. ○ Related to students' safety. • Inadequate support for administrators to: <ul style="list-style-type: none"> ○ Analyze behavioral data to assess intervention and discipline effectiveness. • Use of data to adjust routines to maximize learning and decrease distractions. 	<ul style="list-style-type: none"> • Exceeds Level 1 rubric but does not meet Level 3 rubric. 	<ul style="list-style-type: none"> • Expectations for resource allocation are aligned with school district vision, mission, and goals. • District policies are: <ul style="list-style-type: none"> ○ Clearly communicated ○ Implemented consistently and fairly ○ Related to students' safety • Establishes practices that support: <ul style="list-style-type: none"> ○ Analyzing behavioral data to assess interventions and discipline effectiveness. ○ Use of data to adjust routines to maximize learning and decrease distractions. • Sufficient evidence that ensures administrators are adhering to expectations established in Board policy. 	<ul style="list-style-type: none"> • Exceeds Level 3 rubric but does not meet Level 5 rubric. 	<p>In addition to Level 3 requirements ensures administrators:</p> <ul style="list-style-type: none"> • Help set expectations for the learning environment and facilities that aligned with the school district vision, mission, and goals. • Review behavioral and discipline data to assess the effectiveness of interventions, adjusting when needed to ensure a safe learning environment.

District Management	Score	Comments
Ensures operational plans and procedures to achieve the vision, mission, and goals are in place.		
Identifies, confronts, and resolves problems in a timely manner.		
Recognizes, studies, and applies emerging trends as appropriate.		
Uses effective communication skills.		
Guides and directs upper-level district management in the performance of their job duties, accepts constructive criticism from the Board regarding same, and takes responsibility where appropriate.		

TOTAL SCORE: _____

District Management Rubric

Sources of Evidence	Level 1: Significantly Below Expectations	Level 2: Below Expectations	Level 3: At Expectations	Level 4: Above Expectations	Level 5: Significantly Above Expectations
<ul style="list-style-type: none"> • Director of Schools self-evaluation. • District’s instructional and student supports plan along with professional development plans. • Summary as to what degree the district and schools met previous year’s performance targets. • Artifacts of the district’s performance aligned to state standards and accountability model. • Nature, extent, and frequency of concerns voiced by the Board regarding management level personnel 	<p>Rarely or never improves self-practice by:</p> <ul style="list-style-type: none"> • Using feedback from sources to reflect on personal leadership practices and does not make any necessary changes for improvement. • Engaging in professional learning: <ul style="list-style-type: none"> ○ Aligned to student, educator, and self-need. ○ Focused on developing an understanding of performance expectations associated with state standards. • Implementing new, relevant learning from feedback and professional learning opportunities 	<ul style="list-style-type: none"> • Exceeds Level 1 rubric but does not meet Level 3 rubric. 	<ul style="list-style-type: none"> • Uses feedback from a variety of sources to reflect on personal leadership practices and make any necessary changes for improvement. • Engages in professional learning aligned to student, educator, and self-need. • Develops an understanding of performance expectations associated with Tennessee Instructional Leader Standards. • Implements new, relevant learning from feedback and professional learning opportunities with evidence of improvement. 	<ul style="list-style-type: none"> • Exceeds Level 3 rubric but does not meet Level 5 rubric. 	<p>In addition to Level 3 descriptors:</p> <ul style="list-style-type: none"> • Actively seeks feedback from a variety of sources to reflect on personal leadership practices and makes any necessary changes for improvement. • Connects personal leadership practices to student achievement and administrator and educator performance by sharing his/her performance evaluation results with district staff. • Reflects on leadership alignment with core value and the Board’s vision, mission, and goals.

Director of Schools Overall Evaluation Score

Total Mean Score Strategic Planning	
Total Mean Score Student Achievement/Performance	
Total Mean Score School Leadership	
Total Mean Score Community Relationships	
Total Mean Score Post-Secondary Opportunities	
Total Mean Score Business and Finance	
Total Mean Score Board Relationship	
Total Mean Score Staff and Personnel Relationships	
Total Mean Score Integrity, Fairness, and Ethics	
Total Mean Score Facilities/Safety	
Total Mean Score District Management	
Overall Mean Evaluation Score	

Print Name

Signature

Date

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

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

Date: August 21, 2025

Subject: June 2025 Legal Services Summary

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

The following reflects the legal fees paid for services received during the month of June 2025:

Bennett & DeCamp, PLLC (Retainer)	\$20,000.00	TOTAL	\$20,000.00
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Opportunity 2030 Commitment Connection

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