

**Jackson-Madison County School Board Meeting**  
February 13, 2020 5:30 PM  
Jackson-Madison County Board of Education

Attendance Taken at 5:30 PM.

Mr. Kevin Alexander: Present  
Mr. Wayne Arnold: Present  
Ms. Doris Black: Present  
Jim Campbell: Present  
Mrs. Janice Hampton: Present  
Mr. James Johnson: Present  
Mr. A. J. Massey: Present  
Mr. Morris Merriweather: Present  
Mrs. Shannon Stewart: Present

Janice Hampton called in due to an emergency

**1. CALL TO ORDER**

**Discussion:** James Johnson Board Chairman called the February 13, 2020 Board Meeting to order

**A. MOMENT OF SILENCE**

**Discussion:** The Board meeting began with a moment of silence

**B. PRESENTATION OF COLORS BY SOUTH SIDE HIGH SCHOOL NAVY ROTC**

**Discussion:** South Side High School Navy ROTC presented the Colors and are under the direction of Commander David J. Conner and Chief Dennis Reggans.

**C. PLEDGE OF ALLEGIANCE**

**2. APPROVALS**

**A. APPROVAL OF CONSENT AGENDA: JANUARY 9, 2020 BOARD MINUTES, FEBRUARY 3, 2020 SPECIAL CALLED MINUTES, FINANCIAL REPORTS, HUMAN CAPITAL REPORTS, FIELD TRIPS**

**Action(s):**

**Motion Passed:** A motion was made to approve the Consent agenda Passed with a motion by Mr. Wayne Arnold and a second by Mr. Kevin Alexander.

**Voting Detail:**

Mr. Kevin Alexander: Yes  
Mr. Wayne Arnold: Yes  
Ms. Doris Black: Yes  
  
Jim Campbell: Yes  
Mrs. Janice Hampton: Yes  
Mr. James Johnson: Yes  
Mr. A. J. Massey: Yes

Mr. Morris  
Merriweather: Yes  
Mrs. Shannon  
Stewart: Yes

#### B. APPROVAL OF FEBRUARY AGENDA

##### **Action(s):**

**Motion Passed:** A motion was made to approve the agenda Passed with a motion by Mr. Wayne Arnold and a second by Mrs. Shannon Stewart.

##### **Voting Detail:**

Mr. Kevin  
Alexander: Yes

Mr. Wayne  
Arnold: Yes

Ms. Doris Black: Yes

Jim Campbell: Yes

Mrs. Janice  
Hampton: Yes

Mr. James  
Johnson: Yes

Mr. A. J. Massey: Yes

Mr. Morris  
Merriweather: Yes

Mrs. Shannon  
Stewart: Yes

#### 3. APPEARANCE BEFORE THE BOARD

##### A. SPOTLIGHT OF JMCSS STUDENTS

**Discussion:** Students from Leana Green- Andrew Jackson Kindergarten class, Zuelene Troutt - Arlington 5th grade class, Doris Morton - Pope 6th grade class came and read to the Board and spoke on what they were learning and how they are learning with reading, writing and language art skills.

#### 4. JMCEA ANNOUNCEMENTS

**Discussion:** Janis Carroll was unable to attend the Board Meeting with Parent/Teacher Conference being held at the schools.

#### 5. FINANCIAL REPORT

##### A. JMCSS DIRECTOR OF FISCAL SERVICES-BUDGET AMENDMENTS, MONTHLY FINANCIAL STATEMENT, QUARTERLY EXPENDITURE ANALYSIS

**Discussion:** Holly Kellar stated that there were no further updates from Monday

##### B. MADISON COUNTY FINANCE DIRECTOR-FINANCIAL UPDATES

**Discussion:** Karen Bell stated there were no further updates from Monday

#### 6. ACTION ITEMS

##### A. APPROVAL OF POLICIES REVISIONS AND UPDATES

**Discussion:** The following policies revised and approve; 2.404 School Support Organizations, 5.113 In-Service and Professional Learning Opportunities, 5.203 Recommendations and File

Transfer, 6.203 School Admissions, 6.206 Open Enrollment, 6.300 Code of Conduct, 6.405 Medicines, 6.600 Student Records and 6.702 Student Clubs and Organizations

**Action(s):**

**Motion Passed:** The Policy Committee recommends board approval for the following policies revisions Passed with a motion by Mrs. Janice Hampton.

**Voting Detail:**

Mr. Kevin Alexander: Yes

Mr. Wayne Arnold: Yes

Ms. Doris Black: Yes

Jim Campbell: Yes

Mrs. Janice Hampton: Yes

Mr. James Johnson: Yes

Mr. A. J. Massey: Yes

Mr. Morris Merriweather: Yes

Mrs. Shannon Stewart: Yes

**B. LONG RANGE PLANNING COMMITTEE RECOMMENDS REVISIONS TO THE STRATEGIC PLAN**

**Discussion:** The Long Range Planning Committee recommended the following revisions for the Jackson-Madison County School System Strategic Plan 2019-2024; page 6 add the word "recruitment" to say, Improve teacher recruitment, retention and attendance numbers, page 7 #5 will become, Create opportunities for Board Members to build trust and team building, page 9 add "and classrooms", Implementation of Pre-K curriculum and classrooms, page 10 delete the line and replace with "Expand Career and STEM Activities in all grade levels, page 13 fix a misspelled word "personal to personnel" and page 14 add "Board relationship".

**Action(s):**

**Motion Passed:** The Long Range Planning Committee recommends that the board approve the Strategic Plan revisions Passed with a motion by Ms. Doris Black.

**Voting Detail:**

Mr. Kevin Alexander: Yes

Mr. Wayne Arnold: Yes

Ms. Doris Black: Yes

Jim Campbell: Yes

Mrs. Janice Hampton: Yes

Mr. James Johnson: Yes  
Mr. A. J. Massey: Yes

Mr. Morris Merriweather: Yes  
Mrs. Shannon Stewart: Yes

C. LONG RANGE PLANNING COMMITTEE RECOMMENDS THE BOARD APPROVAL FOR STADIUM AND TRACK PLANS

**Action(s):**

**Motion Passed:** The Long Range Planning Committee recommends that the board approves Ray Washington to explore the option of a Stadium and Track by JCM property Passed with a motion by Ms. Doris Black.

**Voting Detail:**

Mr. Kevin Alexander: Yes  
Mr. Wayne Arnold: Yes  
Ms. Doris Black: Yes

Jim Campbell: Yes  
Mrs. Janice Hampton: Yes  
Mr. James Johnson: Yes  
Mr. A. J. Massey: Yes

Mr. Morris Merriweather: Yes  
Mrs. Shannon Stewart: Yes

D. BOARD APPROVAL OF RESOLUTION APPROVING TRANSFER OF LINCOLN ELEMENTARY PROPERTY TO LANE COLLEGE

**Discussion:** The Board approved giving the property back to the City of Jackson for the purchase by Lane College. The City will need to approve Lane College purchasing the property of Lincoln Elementary.

**Action(s):**

**Motion Passed:** The Board approved the Resolution for transfer of Lincoln Elementary Property to Lane College Passed with a motion by Mr. Wayne Arnold and a second by Mrs. Shannon Stewart.

**Voting Detail:**

Mr. Kevin Alexander: Yes  
Mr. Wayne Arnold: Yes

Arnold:  
 Ms. Doris Black: Yes  
  
 Jim Campbell: Yes  
 Mrs. Janice Hampton: Yes  
 Mr. James Johnson: Yes  
 Mr. A. J. Massey: Yes  
  
 Mr. Morris Merriweather: Yes  
 Mrs. Shannon Stewart: Yes

E. BOARD APPROVAL OF RESOLUTION APPROVING FACILITY USE AGREEMENT WITH UNIVERSITY OF MEMPHIS AND DEVELOPMENT AGREEMENT

**Discussion:** The Board Members were given the Development Agreements by Dale Thomas. Mr. Thomas mentioned that some minor revisions had been made to the agreement previous given to the Board. The Contractor will have monthly reports for the Board Members and the District will be able to have control of change orders. Some other terms with use of the building is 30 years usage but up to 50 years and the cost is locked in for 5 years. There will be an increase of 10% will be added to the cost after 5 years but will not go above 10%.

**Action(s):**

**Motion Passed:** A motion was for the board to approve the Resolution of the Jackson-Madison County Board of Education Authorizing the Development Agreements for JCM and Madison Academic and the University of Memphis Facility Use Agreement Passed with a motion by Jim Campbell and a second by Mr. Wayne Arnold.

**Voting Detail:**

Mr. Kevin Alexander: Yes  
 Mr. Wayne Arnold: Yes  
 Ms. Doris Black: Yes  
  
 Jim Campbell: Yes  
 Mrs. Janice Hampton: Yes  
 Mr. James Johnson: Yes  
 Mr. A. J. Massey: Yes  
  
 Mr. Morris Merriweather: Nay  
 Mrs. Shannon Stewart: Yes

F. BOARD APPROVAL OF ARCHITECT CONTRACT WITH ORCUTT - WINSLOW  
REGARDING NEW SCHOOL ON ASHPORT ROAD

**Discussion:** Dale Thomas, Board Attorney, went over the document with the Board before the vote.

**Action(s):**

**Motion Passed:** A motion for the Board to approve the contract and authorizes the Superintendent (Ray Washington) and Board Chairman (James Johnson) to execute the contract on behalf of the Jackson-Madison County School Board. Passed with a motion by Mr. Wayne Arnold and a second by Mr. A. J. Massey.

**Voting Detail:**

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes
Mr. Morris Merriweather:	Nay
Mrs. Shannon Stewart:	Yes

G. BOARD APPROVAL FOR THE SIX FINALISTS FOR SUPERINTENDENT

**Discussion:** The Tennessee School Board Association (TSBA) conducted Community Forums and collected input from these forums for use of criteria with the selection of Superintendent. TSBA recommended the following names to JMCSS as the top six finalist; Dr. Versie Hamlett, Dr. Marlon King, Dr. Jared Myracle, Dr. Roderick Richmond, Dr. Sharon Williams and Dr. Ron Woodard. The Board will conduct interviews with these finalist on February 19 and February 20. The Interviews on February 19 will be at 1:00 pm and 4:00 pm and on February 20 will be at 9:00 am, 12:00 pm, 3:00 pm and 6:00 pm. The Board Members will email to the Board Secretary two questions and then send one extra question if there was a similar question to replace. The Board Secretary will send the questions to Dale Thomas and Dr. Tiffany Green for approval. When the questions are approved the Board Secretary will email the questions to TSBA and TSBA will email the questions to the candidates.

**Action(s):**

**Motion Passed:** A motion was made to approve the six finalists for Superintendent suggested from TSBA. Passed with a motion by Mr. Kevin Alexander and a second by Mr. Wayne Arnold.

**Voting Detail:**

Mr. Kevin Alexander: Yes  
Mr. Wayne Arnold: Yes  
Ms. Doris Black: Yes  
Jim Campbell: Yes  
Mrs. Janice Hampton: Yes  
Mr. James Johnson: Yes  
Mr. A. J. Massey: Yes

Mr. Morris Merriweather: Nay  
Mrs. Shannon Stewart: Yes

#### H. BOARD APPROVAL FOR OTHER NAMES TO BE ADDED FOR CONSIDERATION OF SUPERINTENDENT

**Discussion:** Morris Merriweather mentioned that he felt TSBA was unfair in how they selected the top six finalists. Mr. Merriweather would like Michael Triplett and Dr. Bryan Chandler to the list.

**Action(s):**

A motion was made for the following names to be added for the Superintendent interviews. Unseconded with a motion by Mr. Morris Merriweather. **Motion Unseconded:**

#### 7. ITEMS REMOVED FROM CONSENT AGENDA

##### A. CONSENT AGENDA ITEM

**Discussion:** There were no items removed from the Consent Agenda

#### 8. ITEMS ADDED TO THE AGENDA PER VOTE UNDER ITEM 2.2

##### A. ITEMS ADDED TO THE AGENDA BY A VOTE UNDER ITEM 2.2 WILL BE PLACED HERE

**Discussion:** There were no items added to the agenda

#### 9. COMMITTEE REPORTS

##### A. COMMITTEE REPORT AND ANY NECESSARY BOARD ACTION

**Discussion:** There were no Committee reports

#### 10. SUPERINTENDENT'S REPORT

**Discussion:** Ray Washington mentioned in the Superintendent report the Lincoln transfer should be fine to go through with Lane College.

#### 11. LEGISLATIVE CONTACT REPORT

##### A. NUMBER OF LEGISLATIVE CONTACTS MADE DURING THE MONTH OF MARCH

#### 12. CONSENT AGENDA

- A. BOARD MEETING MINUTES JANUARY 9.2020
- B. SPECIAL CALLED MEETING MINUTES FEBRUARY 3, 2020
- C. FINANCIAL REPORTS
- D. HUMAN CAPITAL REPORTS
- E. FIELD TRIPS

13. **BOARD INFORMATION**

- A. BOARD EXPENSES
- B. ANNUAL CALENDAR
- C. ACADEMIES

14. **ADJOURNMENT**

A. ADJOURN THE MEETING

**Discussion:** Morris Merriweather presented a letter of resignation to the Board Chairman and to the Board Secretary before the February 13, 2020 Board Meeting. At the end of the meeting James Johnson, Board Chairman, stated that Morris Merriweather has resigned after the effective tonight. The Board Secretary will email the resignation letter to the County Commission, Gary Deaton and Mayor Jimmy Harris. The County Commission will need to appoint someone to replace Morris Merriweather.

**Action(s):**

**Motion Passed:** A motion was made to adjourn the meeting at 6:54 pm Passed with a motion by Mr. Wayne Arnold and a second by Mrs. Shannon Stewart.

**Voting Detail:**

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes
Mr. Morris Merriweather:	Yes
Mrs. Shannon Stewart:	Yes

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Chairperson

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Superintendent

Jackson-Madison County School System  
 Monthly Financial Statement  
 General Purpose Schools Fund 141  
 January 2020

Account Description	Amended Budget	YTD Actual	MTD Actual	Encumbrances	Remaining Budget	% Used	Prior YTD FY19	YTD FY20 over/(under) YTD FY19
71100 Regular Ed Instruction	50,008,751	25,951,901	3,889,035	190,634	23,866,216	52.3%	24,725,710	1,226,191
71200 Special Ed Instruction	10,333,970	4,960,551	692,448	364,482	5,008,937	51.5%	4,929,843	30,708
71300 Vocational Ed Instruction	2,923,696	1,436,042	214,542	19,813	1,467,841	49.8%	1,442,087	(6,045)
72110 Attendance	334,030	231,523	19,687	2,109	100,398	69.9%	218,948	12,575
72120 Health Services	879,700	432,798	65,612	5,441	441,461	49.8%	423,894	8,904
72130 Other Student Support	4,450,719	1,989,807	277,366	79,061	2,381,851	46.5%	1,872,285	117,522
72210 Regular Instruction Support	4,117,140	2,086,704	289,655	23,752	2,006,684	51.3%	1,903,923	182,781
72220 Special Education Support	1,099,330	529,266	72,120	16,254	553,810	49.6%	447,050	82,216
72230 Vocational Education Support	108,765	34,972	100	160	73,633	32.3%	69,290	(34,318)
72250 Technology	1,931,870	1,150,117	92,070	421,744	360,009	81.4%	1,078,289	71,828
72310 Board of Education	2,143,200	1,279,812	233,758	284,991	578,397	73.0%	1,255,979	23,833
72320 Director of Schools	882,500	307,378	48,447	59,796	515,326	41.6%	449,893	(142,515)
72410 Office of the Principal	7,137,081	3,981,277	533,293	-	3,155,804	55.8%	3,953,042	28,235
72510 Fiscal Services	984,500	255,566	30,284	5,697	723,237	26.5%	225,284	30,282
72520 Human Capital	557,500	319,386	42,101	7,502	230,612	58.6%	293,987	25,399
72610 Operation of Plant	6,360,000	3,924,712	449,491	857,009	1,578,279	75.2%	3,790,819	133,893
72620 Maintenance of Plant	3,621,336	1,863,361	293,973	509,151	1,248,824	65.5%	1,909,537	(46,176)
72710 Transportation	6,207,494	3,205,534	483,306	270,350	2,731,610	56.0%	3,212,328	(6,794)
73300 Community Services	563,765	282,726	28,810	9,195	271,844	51.8%	281,418	1,308
73400 Early Childhood Education	2,573,990	1,277,109	181,185	9,926	1,286,955	50.0%	971,750	305,359
82330 Debt Service/Ameresco	1,001,187	-	-	-	1,001,187	0.0%	-	-
99100 Transfers Out	-	-	-	-	-	-	-	-
Expenditures	108,220,524	55,500,542	7,937,283	3,137,067	49,582,915	54.2%	53,455,356	2,045,186
Revenues	103,417,941	46,089,581	-	-	57,328,360	44.6%	59,550,666	(13,461,085)
Revenues Over/(Under) Expenditures	(4,802,583)	(9,410,961)	(7,937,283)	(3,137,067)	7,745,445		6,095,310	(15,506,271)

**Jackson-Madison County Schools**  
**Checks Greater Than \$14,999.99 (All Funds)**  
**January 2020**

<b>VENDOR</b>	<b>CHECK DATE</b>	<b>CHECK NO</b>	<b>AMOUNT</b>	<b>INVOICE DESCRIPTION</b>
LOCAL GOVERNMENT INSURANCE	1/2/20	63302	215,205	Worker's compensation annual premium
ABM INDUSTRY GROUPS, LLC	1/9/20	63310	25,014	Monthly grounds care and maintenance
AMERICAN FIRE PROTECTION GROUP, INC.	1/9/20	63317	38,591	Fire alarm system partial payment- PLC
CDW GOVERNMENT	1/9/20	63330	78,554	Laptops, desktops, docking station, & annual software support for server cluster, support for Active Directory- IT Dept
SOUTHERN MANAGEMENT SERVICES, LLC	1/9/20	63448	168,206	SMS monthly custodial services
SYSCO MEMPHIS, LLC.	1/9/20	63453	262,754	Bid #11- Food and non-food supplies
TURNER HOLDINGS LLC	1/9/20	63468	51,353	Bid #28- Milk products
M. PALAZOLA PRODUCE COMPANY	1/16/20	64397	22,733	Bid #21- Fresh fruits and vegetables
P & J PETROLEUM, ROBERTS-GIBSON, INC	1/16/20	64408	17,928	89 octane conventional gas
PATHWAYS OF TN., INC.	1/16/20	64409	37,600	Clinical services- JCT, Lincoln, Andrew Jackson, Liberty, NPMS, Arlington, and Isaac Lane; Day treatment counseling services-SPED
CDW GOVERNMENT	1/23/20	64597	16,956	Dell desktop computers
DELL FINANCIAL SERVICES, LLC	1/23/20	64605	149,997	Dell carts leasing for on-line testing in 13 of our schools
OMBUDSMAN	1/23/20	64642	160,500	Ombudsman program for PLC- Fourth contract tuition billing for 2019/20 school year and first contract billing for short term suspension program
PCS	1/23/20	64645	30,300	Promethean Activepanel whiteboards and installation- Isaac Lane & JCM-ECH
AGE OF MONTESSORI	1/30/20	64832	17,936	Four new elementary school certifications-Community Montessori
CDW GOVERNMENT	1/30/20	64845	54,603	Digital signage- Mkg dept; Federal Programs: headphones- Isaac Lane & JCT, printing supplies-NSHS, desktops-SSHS; laptops- PLC & West Bemis
CUMBERLAND INTERNATIONAL	1/30/20	64853	860,856	Bid #5- Ten new 72 passenger buses

Jackson-Madison County School System  
February 2020  
Budget Amendments Summary

Fund #141 General Purpose Schools

1. \$4,575 Insurance recovery- Funds received for a bus repair.  
(new money)

Fund #142 School Federal Projects

2. \$12,837 ATSI Grant 2018 Designation- This amendment aligns the general ledger to the Revision 1 budget approved by the state.

Fund #177 Education Capital

3. \$64,131 This amendment will appropriate fund balance to use toward the following projects:  
(new money) scoreboard at Liberty and roof/gutter repairs at Madison.



## Madison County Budget Amendment Request

FUND: 142 Federal Programs

DEPARTMENT: ATSI 2018 Designation

<i>Account Number or Org/Object</i>	<i>Account Title</i>	<i>(R)/(E)</i>	<i>Current Budget</i>	<i>Amendment Request</i>	<i>(D)/(C)</i>	<i>Amended Budget</i>
13021300 539900	Other Contracted Services	E	\$ 180,000.00	\$ 12,387.00	D	\$ 167,613.00
13022100 552400	In-Service/Staff Development	E	\$ 70,000.00	\$ 12,387.00	C	\$ 82,387.00
			<i>Total Debits</i>	\$ 12,387.00		
			<i>Total Credits</i>	\$ 12,387.00		

**Justification/Description (MUST BE THOROUGH):**  
 This amendment aligns the general ledger to the Revision 1 budget approved by the state.

Requested By: 

Date: 1-30-2020

This form should be sent to the Finance Office. All budget amendments must be signed and have County Commission approval (with the exception of Internal amendments which will have Finance approval) **PRIOR** to funds being expended.

**Madison County  
Budget Amendment Request**

**FUND:** Fund 177 Education Capital

**DEPARTMENT:** Maintenance

<i>Account Number or Org/Object</i>	<i>Account Title</i>	<i>(R)/(E)</i>	<i>Current Budget</i>	<i>Amendment Request</i>	<i>(D)/(C)</i>	<i>Amended Budget</i>
177000 390000	Undesignated Fund Balance			\$ 64,131.00	D	
C1300000 570700	Building Improvements	E	\$ 2,398,968.00	\$ 64,131.00	C	\$ 2,463,099.00
			<i>Total Debits</i>	\$ 64,131.00		
			<i>Total Credits</i>	\$ 64,131.00		

**Justification/Description (MUST BE THOROUGH):**  
 This amendment will appropriate fund balance to use toward the following projects: scoreboard at Liberty (\$53,849) and roof/gutter repairs at Madison (\$10,282).

**Requested By:** 

**Date:** 1-30-2020

This form should be sent to the Finance Office. All budget amendments must be signed and have County Commission approval (with the exception of Internal amendments which will have Finance approval) **PRIOR** to funds being expended.

# Finance Director's Monthly Report

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DECEMBER 2019

## Sales Taxes:

12-2018	\$4,737,593
12-2019	\$4,673,698

Sales tax continues to remain down from the same time period last year.

## Trustee Trial Balance:

12-31-18	\$120,294,366.91
12-31-19	\$110,459,652.05

## Reconciled Balances:

12-31-18	\$118,510,943.23
12-31-19	\$108,670,695.50

## Summarized Revenue/Expenditures Summary:

Monthly expenditures for December exceeded revenues by \$9,832,775.58. This reflects 41.39% of expenditures has been expended or encumbered.

## Jail Project:

The jail project with a contract budget of \$51,488,257 has expended \$18,885,991.43 with the remaining available balance of \$32,602,265.57.

## Updates:

Still working with implementation of Executime with roll out slated by June 1.

We are working on table entry and set up of data collection information from departments in our new fixed assets software, WASP.

Staff is set for cross-training/job swaps during the month of March.

SALES TAX  
REVENUES  
GENERAL FUND

MONTH	2016-2017 F.Y.		2017-2018 F.Y.		2018-2019		CURRENT Yr-To-Date 2019-2020		ACTUAL PERCENT OVER (UNDER)		ACTUAL PERCENT OVER (UNDER)	
	COLLECTED	AMOUNT OVER (UNDER)	COLLECTED	AMOUNT OVER (UNDER)	COLLECTED	AMOUNT OVER (UNDER)	Yr-To-Date 2019-2020	AMOUNT OVER (UNDER)	PERCENT OVER (UNDER)	AMOUNT OVER (UNDER)	PERCENT OVER (UNDER)	
AUGUST	\$95,874	\$73,043	\$107,921	(\$22,831)	\$107,921	(\$22,831)	\$133,809	\$25,888	-31.26%	\$25,888	23.99%	
SEPTEMBER	\$61,302	\$88,032	\$85,296	\$26,730	\$85,296	\$26,730	\$121,341	\$36,045	30.36%	\$36,045	42.26%	
OCTOBER	\$78,057	\$83,385	\$88,092	\$5,328	\$88,092	\$5,328	\$105,153	\$17,061	6.39%	\$17,061	19.37%	
NOVEMBER	\$88,343	\$100,525	\$102,909	\$12,182	\$102,909	\$12,182	\$114,088	\$11,179	12.12%	\$11,179	10.86%	
DECEMBER	\$78,445	\$84,372	\$82,010	\$5,927	\$82,010	\$5,927	\$106,341	\$24,331	7.02%	\$24,331	29.67%	
JANUARY	\$78,306	\$72,123	\$51,032	(\$6,183)	\$51,032	(\$6,183)			-8.57%		0.00%	
FEBRUARY	\$84,543	\$123,614	\$102,878	\$39,071	\$102,878	\$39,071			31.61%		0.00%	
MARCH	\$64,089	\$74,078	\$56,352	\$9,989	\$56,352	\$9,989			13.48%		0.00%	
APRIL	\$51,925	\$77,262	\$74,991	\$25,337	\$74,991	\$25,337			32.79%		0.00%	
MAY	\$78,532	\$105,712	\$124,132	\$27,180	\$124,132	\$27,180			25.71%		0.00%	
JUNE	\$93,485	\$89,167	\$110,726	(\$4,318)	\$110,726	(\$4,318)			-4.84%		0.00%	
JULY	\$70,944	\$112,651	\$98,283	\$41,707	\$98,283	\$41,707			37.02%		0.00%	
	\$923,846	\$1,083,965	\$1,084,624	\$160,118	\$1,084,624	\$160,118	\$580,732	\$114,504	14.77%	\$114,504	24.56%	

LAST % CALCULATION FIGURED ON YTD NUMBERS

SALES TAX  
REVENUES  
CITY OF JACKSON BEFORE AGREEMENT

MONTH	2016-2017 F.Y. COLLECTED	2017-2018 F.Y. COLLECTED	ACTUAL AMOUNT OVER (UNDER)	ACTUAL PERCENT OVER (UNDER)	2018-2019 COLLECTED	ACTUAL AMOUNT OVER (UNDER)	ACTUAL PERCENT OVER (UNDER)	CURRENT Yr-To-Date 2019-2020 COLLECTED	ACTUAL AMOUNT OVER (UNDER)	ACTUAL PERCENT OVER (UNDER)
AUGUST	\$1,194,087	\$1,262,819	\$68,732	5.76%	\$1,223,979	(\$38,840)	-3.08%	\$1,258,711	\$34,732	2.84%
SEPTEMBER	\$1,100,052	\$1,144,448	\$44,396	4.04%	\$1,171,413	\$26,965	2.36%	\$1,189,836	\$18,423	1.57%
OCTOBER	\$1,075,639	\$1,134,419	\$58,780	5.46%	\$1,180,372	\$45,953	4.05%	\$1,194,494	\$14,122	1.20%
NOVEMBER	\$1,127,097	\$1,161,177	\$34,080	3.02%	\$1,195,343	\$34,166	2.94%	\$1,139,854	(\$55,489)	-4.64%
DECEMBER	\$1,031,284	\$1,148,093	\$116,809	11.33%	\$1,195,156	\$47,063	4.10%	\$1,153,170	(\$41,986)	-3.51%
JANUARY	\$1,158,263	\$1,229,646	\$71,383	6.16%	\$1,248,608	\$18,962	1.54%			0.00%
FEBRUARY	\$1,704,130	\$1,607,612	(\$96,518)	-5.66%	\$1,615,483	\$7,871	0.49%			0.00%
MARCH	\$1,007,212	\$1,024,194	\$16,982	1.69%	\$1,073,197	\$49,003	4.78%			0.00%
APRIL	\$979,423	\$1,056,112	\$76,689	7.83%	\$1,136,441	\$80,329	7.61%			0.00%
MAY	\$1,298,776	\$1,232,530	(\$66,245)	-5.10%	\$1,278,946	\$46,416	3.77%			0.00%
JUNE	\$1,146,069	\$1,144,325	(\$1,744)	-0.15%	\$1,212,261	\$67,936	5.94%			0.00%
JULY	\$1,197,534	\$1,230,624	\$33,090	2.76%	\$1,256,524	\$25,900	2.10%			0.00%
	\$14,019,566	\$14,375,999	\$356,433	2.54%	\$14,787,722	\$411,722	2.78%	\$5,936,065	(\$30,197)	-0.51%

LAST % CALCULATION FIGURED ON YTD NUMBERS

TOTAL YEARLY ESTIMATED COLLECTIONS

LAST YEAR \* % INCREASE

\$14,712,876

SALES TAX  
REVENUES  
CITY OF JACKSON ADDITIONAL AFTER AGREEMENT

MONTH	CURRENT Yr-To-Date 2018-2019 COLLECTED	ACTUAL PERCENT OVER (UNDER)	CURRENT Yr-To-Date 2019-2020 COLLECTED	ACTUAL AMOUNT OVER (UNDER)	ACTUAL PERCENT OVER (UNDER)
AUGUST	\$509,990	5.76%	\$524,462	\$14,472	2.84%
SEPTEMBER	\$488,088	4.04%	\$495,764	\$7,676	1.57%
OCTOBER	\$491,821	5.46%	\$497,705	\$5,884	1.20%
NOVEMBER	\$498,059	3.02%	\$474,938	(\$23,120)	-4.64%
DECEMBER	\$497,981	11.33%	\$480,487	(\$17,494)	-3.51%
JANUARY	\$520,252	6.16%			-100.00%
FEBRUARY	\$673,117	-5.66%			-100.00%
MARCH	\$447,165	1.69%			-100.00%
APRIL	\$473,516	7.83%			-100.00%
MAY	\$532,893	-5.10%			-100.00%
JUNE	\$505,108	-0.15%			-100.00%
JULY	\$523,551	2.76%			-100.00%
	\$6,161,539	2.78%	\$2,473,356	(\$12,582)	-0.51%
				\$0	0.00%

TOTAL YEARLY ESTIMATED COLLECTIONS

TOTAL LAST YEAR COLLECTIONS \* % INCREASE

\$6,130,354.04

SALES TAX  
REVENUES  
TOTAL ALL OF MADISON COUNTY

MONTH	2016-2017 F.Y. COLLECTED	2017-2018 F.Y. COLLECTED	ACTUAL AMOUNT OVER (UNDER)	ACTUAL PERCENT OVER (UNDER)	2018-2019 COLLECTED	ACTUAL AMOUNT OVER (UNDER)	ACTUAL PERCENT OVER (UNDER)	CURRENT Yr-To-Date 2019-2020 COLLECTED	ACTUAL AMOUNT OVER (UNDER)	ACTUAL PERCENT OVER (UNDER)	ACTUAL PERCENT OVER (UNDER)
AUGUST	\$4,777,177	\$4,951,027	\$173,850	3.64%	\$4,943,657	(\$7,370)	-0.15%	\$5,183,917	\$240,260	4.86%	
SEPTEMBER	\$4,308,256	\$4,566,172	\$257,916	5.99%	\$4,652,657	\$86,485	1.89%	\$4,824,872	\$172,216	3.70%	
OCTOBER	\$4,272,752	\$4,512,390	\$239,639	5.61%	\$4,704,817	\$192,427	4.26%	\$4,821,246	\$116,429	2.47%	
NOVEMBER	\$4,498,134	\$4,670,898	\$172,765	3.84%	\$4,805,188	\$134,290	2.88%	\$4,648,149	(\$157,039)	-3.27%	
DECEMBER	\$4,112,536	\$4,564,795	\$452,260	11.00%	\$4,737,593	\$172,797	3.79%	\$4,673,698	(\$63,895)	-1.35%	
JANUARY	\$4,574,224	\$4,811,330	\$237,106	5.18%	\$4,811,811	\$481	0.01%			0.00%	
FEBRUARY	\$6,596,841	\$6,435,925	(\$160,916)	-2.44%	\$6,435,836	(\$89)	0.00%			0.00%	
MARCH	\$3,965,096	\$4,062,621	\$97,525	2.46%	\$4,183,524	\$120,903	2.98%			0.00%	
APRIL	\$3,814,357	\$4,187,237	\$372,880	9.78%	\$4,481,442	\$294,205	7.03%			0.00%	
MAY	\$5,094,726	\$4,948,214	(\$146,512)	-2.88%	\$5,191,706	\$243,492	4.92%			0.00%	
JUNE	\$4,596,905	\$4,569,244	(\$27,661)	-0.60%	\$4,897,663	\$328,419	7.19%			0.00%	
JULY	\$4,708,966	\$4,996,009	\$287,043	6.10%	\$5,016,379	\$20,370	0.41%			0.00%	
	\$55,319,970	\$57,275,863	\$1,955,893	3.54%	\$58,862,274	\$1,586,411	2.77%	\$24,151,883	\$307,971	1.29%	

LAST % CALCULATION FIGURED ON YTD NUMBERS

**SALES TAX  
REVENUES  
SCHOOLS**

Schools get about 61.36%  
of total sales tax revenue

MONTH	2016-2017 F.Y. COLLECTED	2017-2018 COLLECTED USING NEW FORMULA	ACTUAL AMOUNT OVER (UNDER)	ACTUAL PERCENT OVER (UNDER)	2018-2019 COLLECTED USING NEW FORMULA	ACTUAL AMOUNT OVER (UNDER)	ACTUAL PERCENT OVER (UNDER)	2017-2018 COLLECTED USING NEW FORMULA	CURRENT Yr-To-Date 2019-2020 COLLECTED	ACTUAL AMOUNT OVER (UNDER)	ACTUAL PERCENT OVER (UNDER)
AUGUST	\$3,468,116	\$3,038,128	(\$429,987)	-12.40%	\$3,076,104	\$37,976	1.25%	\$3,076,104	\$3,238,165	\$162,061	5.27%
SEPTEMBER	\$3,127,248	\$2,801,967	(\$325,281)	-10.40%	\$2,890,089	\$88,122	3.14%	\$2,890,089	\$3,039,876	\$149,787	5.18%
OCTOBER	\$3,104,370	\$2,768,965	(\$335,405)	-10.80%	\$2,923,900	\$154,934	5.60%	\$2,923,900	\$3,003,209	\$79,310	2.71%
NOVEMBER	\$3,269,248	\$2,866,231	(\$403,016)	-12.33%	\$2,994,173	\$127,942	4.46%	\$2,994,173	\$2,901,054	(\$93,118)	-3.11%
DECEMBER	\$2,990,120	\$2,801,123	(\$188,997)	-6.32%	\$2,945,958	\$144,836	5.17%	\$2,945,958	\$2,917,616	(\$28,342)	-0.96%
JANUARY	\$3,326,019	\$2,952,405	(\$373,614)	-11.23%	\$2,978,816	\$26,411	0.89%	\$2,978,816			0.00%
FEBUARY	\$4,797,411	\$3,949,315	(\$848,096)	-17.68%	\$4,007,139	\$57,824	1.46%	\$4,007,139			0.00%
MARCH	\$2,883,359	\$2,492,970	(\$390,388)	-13.54%	\$2,594,646	\$101,675	4.08%	\$2,594,646			0.00%
APRIL	\$2,774,077	\$2,569,439	(\$204,638)	-7.38%	\$2,785,329	\$215,890	8.40%	\$2,785,329			0.00%
MAY	\$3,702,271	\$3,036,402	(\$665,869)	-17.99%	\$3,240,344	\$203,941	6.72%	\$3,240,344			0.00%
JUNE	\$3,337,552	\$2,803,853	(\$533,699)	-15.99%	\$3,052,314	\$248,461	8.86%	\$3,052,314			0.00%
JULY	\$3,417,739	\$3,065,731	(\$352,008)	-10.30%	\$3,118,339	\$52,608	1.72%	\$3,118,339			0.00%
	\$40,197,529	\$35,146,531	#####	-12.57%	\$36,607,151	\$1,460,619	4.16%	\$36,607,151	\$15,099,920	\$269,696	1.82%

**LAST % CALCULATION FIGURED ON YTD NUMBERS**

<b>BUDGETED</b>	<b>NEW FORMULA</b>
\$38,545,325	LT YR * 1.82%
	<b>ESTIMATED DIFFERENCE</b>
	\$37,272,873
	<b>DIFFERENCE</b>
	(\$1,272,452)
	<b>%</b>
	-3.30%

SALES TAX  
REVENUES  
OTHER ( MEDON, HUMBOLDT, THREE WAY, BALLPARK, SPORTSPLEX )

MONTH	2016-2017 F.Y. COLLECTED	2017-2018 F.Y. COLLECTED	ACTUAL		2018-2019		ACTUAL		CURRENT		ACTUAL		ACTUAL	
			AMOUNT OVER (UNDER)	PERCENT OVER (UNDER)	AMOUNT OVER (UNDER)	PERCENT OVER (UNDER)	AMOUNT OVER (UNDER)	PERCENT OVER (UNDER)	Yr-To-Date 2019-2020 COLLECTED	AMOUNT OVER (UNDER)	PERCENT OVER (UNDER)	AMOUNT OVER (UNDER)	PERCENT OVER (UNDER)	
AUGUST	\$19,100	\$23,348	\$4,247	22.24%	\$25,663	\$2,315	9.92%	\$28,770	\$3,107	12.11%				
SEPTEMBER	\$19,654	\$16,887	(\$2,767)	-14.08%	\$20,771	\$3,885	23.00%	\$26,791	\$6,020	28.98%				
OCTOBER	\$14,685	\$18,945	\$4,260	29.01%	\$20,633	\$1,688	8.91%	\$20,685	\$52	0.25%				
NOVEMBER	\$13,445	\$14,188	\$742	5.52%	\$14,705	\$518	3.65%	\$18,215	\$3,510	23.87%				
DECEMBER	\$12,687	\$12,870	\$183	1.44%	\$16,487	\$3,618	28.11%	\$16,084	(\$403)	-2.44%				
JANUARY	\$11,636	\$10,478	(\$1,158)	-9.95%	\$13,102	\$2,624	25.04%							
FEBRUARY	\$10,757	\$24,140	\$13,383	124.42%	\$37,219	\$13,078	54.18%							
MARCH	\$10,437	\$11,451	\$1,014	9.72%	\$12,164	\$713	6.23%							
APRIL	\$8,932	\$9,294	\$362	4.05%	\$11,165	\$1,871	20.13%							
MAY	\$15,148	\$14,412	(\$736)	-4.86%	\$15,392	\$980	6.80%							
JUNE	\$19,890	\$15,387	(\$4,503)	-22.64%	\$17,255	\$1,868	12.14%							
JULY	\$22,749	\$32,808	\$10,059	44.22%	\$19,682	(\$13,126)	-40.01%							
	\$179,119	\$204,207	\$25,088	14.01%	\$224,240	\$20,032	9.81%	\$110,546	\$12,286	12.50%				

LAST % CALCULATION FIGURED ON YTD NUMBERS

Cash Assets						
Account #	Name	Starting	Debits	Credits	Ending	Ending
999-11120	CASH ON HAND	1,200.00	13,570,204.32	13,570,204.32	1,200.00	1,200.00
999-11130-200	BANCORP SOUTH	19,509,577.86	54,718,405.20	54,465,822.29	19,762,160.77	19,762,160.77
999-11130-300	BANCORPSOUTH BOND PROCEEDS	60,086,867.70	197,545.86	98,772.93	60,185,640.63	60,185,640.63
999-11130-301	BANCORPSOUTH MM PLUS CHECKING	10,110,298.40	13,035,113.30	17,556.65	23,127,855.05	23,127,855.05
999-11130-400	MULTI-BANK SECURITIES INC	8,316,256.00	620,744.00	1,596,000.00	7,341,000.00	7,341,000.00
999-11130-600	LOCAL GOV. INVESTMENT POOL	3,834.38	24.78	12.39	3,846.77	3,846.77
999-11130-601	LGIP-BOND PROCEEDS	15,275.48	98.70	49.35	15,324.83	15,324.83
999-11410	ACCOUNTS RECEIVABLE	8,982.00	26,227.00	22,335.00	12,874.00	12,874.00
999-14310	UNDISTRIBUTED WARRANTS	0.00	21,059,808.36	21,059,808.36	0.00	0.00
		98,052,291.82	103,228,171.52	90,830,561.29	110,449,902.05	110,449,902.05

Liabilities						
Account #	Name	Starting	Debits	Credits	Ending	Ending
999-22200	OVERPAYMENTS/REFUNDS	0.00	17,957.00	17,957.00	0.00	0.00
999-28310	UNDISTRIBUTED TAXES	0.00	126.00	126.00	0.00	0.00
999-28650	OUTSTANDING WARRANTS	1,922,100.89	9,185,041.28	9,005,485.19	1,742,544.80	1,742,544.80
999-29900	FEE/COMMISSION ACCOUNT	0.00	433,632.62	433,632.62	0.00	0.00
101	GENERAL FUND	4,101,128.16	3,549,550.33	9,832,153.99	10,383,731.82	10,383,731.82
113	JUVENILE SERVICES	96,684.23	156,507.25	525,406.29	465,583.27	465,583.27
116	SOLID WASTE/SANITATION	107,540.41	117,600.20	295,145.87	285,086.08	285,086.08
120	LOCAL PURPOSE TAX	1,402,295.04	108.95	10,894.66	1,413,080.75	1,413,080.75
121	SPECIAL PURPOSE	570,063.95	363,844.63	454,254.09	660,473.41	660,473.41
122	DRUG CONTROL	146,106.65	1,688.57	3,957.04	148,375.12	148,375.12
128	CURRENT PROPERTY TAX	375,012.89	0.46	4,551.42	379,563.85	379,563.85
131	HIGHWAY/PUBLIC WORKS	11,405,820.61	185,456.48	848,486.67	12,068,850.80	12,068,850.80
141	GENERAL PURPOSE SCHOOL	10,328,739.77	8,284,887.63	10,831,058.69	12,874,910.83	12,874,910.83
142	SCHOOL FEDERAL PROJECTS	746,417.79	1,180,693.60	814,679.26	380,403.45	380,403.45
143	FOOD SERVICE	1,119,171.74	838,053.37	944,354.25	1,225,472.62	1,225,472.62
151	GENERAL DEBT SERVICE	11,193,118.59	81,107.59	4,200,638.66	15,312,649.66	15,312,649.66
171	GENERAL CAPITAL PROJECTS	40,306,549.19	4,173,952.44	1,271,154.31	37,403,751.06	37,403,751.06
172	COMMUNITY DEV./INDUSTRIAL PARK	1,293,587.55	207.00	20,700.00	1,314,080.55	1,314,080.55
177	EDUCATION CAPITAL PROJECTS	10,193,101.40	205,286.44	630,612.81	10,618,427.77	10,618,427.77
265	SELF INSURANCE FUND	1,468,288.43	524,796.76	508,488.07	1,451,939.74	1,451,939.74
266	OJI	0.00	0.00	975,000.00	975,000.00	975,000.00
304	DISTRICT ATTORNEY GENERAL	3,275.90	74.28	1,412.03	4,613.65	4,613.65
331	PENSION TRUST	1,019,479.49	27,694.34	32,153.96	1,023,939.11	1,023,939.11
351	CITIES - SALES TAX	149,367.98	1,785,711.29	1,773,026.30	136,682.99	136,682.99
352	CITY OF THREWAY	11,125.84	23,851.34	113,072.21	100,346.71	100,346.71
353	WATERSHED DISTRICT	55,973.29	0.00	0.00	55,973.29	55,973.29
359	COMMUNITY DEVELOPMENT - AGENCY	37,342.03	37,687.20	34,515.89	34,170.72	34,170.72

Liabilities						
Account #	Name	Starting	Debits	Credits	Ending	
360	ARBITRAGE REBATE	0.00	4,100.96	4,100.96	0.00	
		98,052,291.82	31,179,618.01	43,586,978.24	110,459,652.05	

December 2019

Reconciled Cash Balances

	Beginning Balance	YTD Debits	YTD Credits	Ending Balance
101 General	8,762,106.46	25,869,108.48	24,241,267.99	10,389,946.95
113 Juvenile Services	324,273.14	1,155,572.50	1,010,492.37	469,353.27
116 Solid Waste/Sanitation	193,947.78	786,498.11	695,359.81	285,086.08
120 Local Purpose Tax	3,568,529.76	170,271.90	2,325,720.91	1,413,080.75
121 Special Purpose	773,323.92	2,646,576.96	2,759,427.47	660,473.41
122 Drug Control	142,253.93	17,165.85	11,044.66	148,375.12
128 Special Revenue	332,512.09	53,582.37	6,530.61	379,563.85
131 Highway/Public Works	11,548,540.54	3,706,569.26	3,196,210.80	12,058,899.00
141 General Purpose School	11,016,554.19	52,091,412.18	50,237,025.72	12,870,940.65
142 School Federal Projects	503,803.73	5,411,481.15	5,527,189.65	388,095.23
143 Central Cafeteria	2,631,408.53	2,901,857.20	4,308,304.61	1,224,961.12
151 General Debt Service	13,329,209.20	7,694,738.01	5,711,297.55	15,312,649.66
171 General Capital Projects	47,785,056.01	2,818,391.90	13,199,696.85	37,403,751.06
172 Community Development/Industrial Park	1,421,993.55	28,818.00	136,731.00	1,314,080.55
176 Highway Capital Projects	672,545.00	0.00	672,545.00	0.00
177 Education Capital Projects	16,274,698.83	1,858,231.86	7,514,502.92	10,618,427.77
265 Employee Insurance No. 2	1,181,247.48	3,505,111.78	3,234,419.52	1,451,939.74
266 Worker's Compensation/OJI	0.00	975,000.00	0.00	975,000.00
304 District Attorney General	5,916.30	5,534.44	6,837.09	4,613.65
331 Pension Trust	1,017,909.62	187,760.47	177,865.46	1,027,804.63
351 Cities - Sales Tax	149,367.98	1,785,711.29	1,773,026.30	136,682.99
352 City of Threeway	11,125.84	23,851.34	113,072.21	100,346.71
353 Watershed District	2,452.59	0.00	0.00	2,452.59
359 Community Development - Agency	37,342.03	37,687.20	34,515.89	34,170.72
360 Arbitrage Rebate	0.00	4,100.96	4,100.96	0.00
	<b>\$121,686,118.50</b>	<b>\$113,735,033.21</b>	<b>\$126,897,185.35</b>	<b>\$108,670,695.50</b>

## Summarized Revenue/Expenditure Report for December 2019

	YTD Amended Budget	Monthly Actual	YTD Actual	YTD Outstanding Encumbrances	Remaining Balance	% of Budget
101 General Fund Rev	\$42,437,241.17	\$9,585,063.73	\$18,834,369.53		\$23,602,871.64	
101 General Fund Exp	\$46,178,727.22	\$3,325,224.02	\$20,872,657.35	\$938,949.78	\$24,367,120.09	47.23%
	Variance	\$6,263,839.71	-\$2,038,287.82			
113 Juvenile Services Rev	\$1,924,302.00	\$525,290.10	\$876,401.91		\$1,047,900.09	
113 Juvenile Services Exp	\$2,145,902.21	\$1,149,641.68	\$982,754.02	\$30,934.21	\$1,132,213.98	47.24%
	Variance	\$375,648.42	-\$106,352.11			
116 Solid Waste/Sanitation Rev	\$1,274,730.00	\$295,079.45	\$540,629.92		\$734,100.08	
116 Solid Waste/Sanitation Exp	\$1,391,212.10	\$1,117,057.12	\$667,742.67	\$45,975.95	\$677,493.48	51.30%
	Variance	\$178,022.33	-\$127,112.75			
120 Local Purpose Tax Rev	\$1,000,000.00	\$10,894.66	\$145,980.70		\$854,019.30	
120 Local Purpose Tax Exp	\$1,000,000.00	\$108.95	\$1,460.43	\$0.00	\$85,539.57	14.60%
	Variance	\$10,785.71	\$144,520.27			
121 Special Purpose Rev	\$5,898,605.66	\$450,603.09	\$1,615,825.52		\$4,282,780.14	
121 Special Purpose Exp	\$5,999,495.19	\$360,710.95	\$2,342,524.39	\$64,214.35	\$3,592,756.45	40.12%
	Variance	\$89,892.14	-\$726,698.87			
122 Drug Control Rev	\$30,890.00	\$3,957.04	\$14,326.81		\$16,563.19	
122 Drug Control Exp	\$16,123.00	\$1,688.57	\$9,200.62	\$1,856.86	\$5,065.52	68.58%
	Variance	\$2,268.47	\$5,126.19			
128 Special Revenue Rev	\$21,300.00	\$4,551.42	\$43,161.02	\$0.00	-\$21,861.02	0.00%
128 Special Revenue Exp	\$288,000.00	\$0.46	\$10.98	\$0.00	\$287,989.02	
	Variance	\$4,550.96	\$43,150.04			
131 Highway/Public Works Rev	\$6,975,812.03	\$848,360.95	\$3,084,781.70		\$3,891,030.33	
131 Highway/Public Works Exp	\$7,557,997.58	\$183,237.00	\$1,992,704.16	\$286,002.50	\$5,279,290.92	30.15%
	Variance	\$655,123.95	-\$1,092,077.54			
141 General Purpose School Rev	\$103,417,941.00	\$10,744,703.89	\$46,089,581.35		\$57,328,359.65	
141 General Purpose School Exp	\$108,213,963.00	\$7,956,235.84	\$47,563,258.92	\$4,006,392.61	\$56,644,311.47	47.66%
	Variance	\$2,788,468.05	-\$1,473,677.57			
142 Federal Projects Rev	\$13,313,616.00	\$813,799.36	\$4,599,722.70		\$8,713,893.30	
142 Federal Projects Exp	\$13,313,616.00	\$1,142,398.45	\$5,306,928.50	\$893,056.29	\$7,113,631.21	46.57%
	Variance	-\$328,599.09	-\$707,205.80			
143 Central Cafeteria Rev	\$9,484,500.00	\$941,892.77	\$2,897,841.55		\$6,586,658.45	
143 Central Cafeteria Exp	\$9,484,500.00	\$829,425.66	\$4,105,612.32	\$2,134,613.52	\$3,244,274.16	65.79%
	Variance	\$112,467.11	-\$1,207,770.77			
151 General Debt Service Rev	\$14,386,213.00	\$4,196,513.27	\$7,132,135.10		\$7,254,077.90	
151 General Debt Service Exp	\$13,897,105.00	\$76,982.20	\$2,670,028.72	\$0.00	\$11,227,076.28	19.21%
	Variance	\$4,119,531.07	\$4,462,106.38			
171 General Capital Projects Rev	\$6,540,610.67	\$1,270,934.23	\$2,167,335.66		\$4,373,275.01	
171 General Capital Projects Exp	\$52,540,753.49	\$4,163,132.36	\$11,923,263.78	\$510,751.06	\$40,106,738.65	23.67%
	Variance	-\$2,892,198.13	-\$9,755,928.12			
172 Industrial Park Rev	\$26,604.00	\$20,700.00	\$29,025.00		-\$2,421.00	
172 Industrial Park Exp	\$100,300.00	\$207.00	\$100,207.00	\$0.00	\$93.00	99.91%
	Variance	\$20,693.00	-\$71,182.00			
177 Education Capital Projects Rev	\$3,163,344.00	\$624,132.37	\$1,741,927.05		\$1,421,416.95	
177 Education Capital Projects Exp	\$5,942,893.00	\$22,908.28	\$1,107,467.24	\$1,996,511.24	\$2,838,914.52	52.23%
	Variance	\$601,224.09	\$634,459.81			
<b>Total Revenue for ALL FUNDS</b>	<b>\$209,895,709.53</b>	<b>\$30,340,476.33</b>	<b>\$89,813,045.52</b>		<b>\$120,082,664.01</b>	
<b>Total Expenditures for ALL FUNDS</b>	<b>\$267,080,587.79</b>	<b>\$18,338,958.54</b>	<b>\$99,645,621.10</b>	<b>\$10,909,258.37</b>	<b>\$156,525,508.32</b>	<b>41.39%</b>
	Variance	\$12,001,517.79	-\$9,832,775.58			

# Modified Summary Financial Statement

December 2019

Account Expenditures	Description	Current Year To Date		Remaining Year To Date		Estimated Year End Expenditures	
		Revised Budget	YTD Actuals	3 Year Average + 2% Inflation	3 Year Average	YTD Actuals + 3 Year Average w/ 2% Inflation	YTD Actuals + 3 Year Average
71100	Regular Instruction Program	50,008,751.00	22,062,865.48	27,646,683.71	27,104,591.87	49,709,549.19	49,167,457.35
71200	Special Education Program	10,333,970.00	4,268,104.05	5,679,903.16	5,568,532.51	9,948,007.21	9,836,636.56
71300	Vocational Education Program	2,916,600.00	1,221,499.57	1,685,209.95	1,652,166.62	2,906,709.52	2,873,666.19
72110	Attendance	334,030.00	211,835.63	106,218.59	104,135.88	318,054.22	315,971.51
72120	Health Services	879,700.00	367,185.51	436,345.67	427,789.87	803,531.18	794,975.38
72130	Other Student Support	4,450,719.00	1,712,441.45	2,253,845.50	2,209,652.45	3,966,286.95	3,922,093.90
72210	Regular Instruction Program	4,117,140.00	1,797,049.12	1,923,344.84	1,885,632.20	3,720,393.96	3,682,681.32
72220	Special Education Program	1,099,330.00	457,146.74	403,078.07	395,174.58	860,224.81	852,321.32
72230	Vocational Education Program	109,300.00	34,871.69	47,396.88	46,467.53	82,268.57	81,339.22
72250	Information Technology	1,931,870.00	1,058,046.54	0.00	0.00	1,058,046.54	1,058,046.54
72310	Board Of Education	2,143,200.00	1,046,054.10	971,137.72	952,095.80	2,017,191.82	1,998,149.90
72320	Office Of The Superintendent	882,500.00	258,931.50	466,350.20	457,206.08	725,281.70	716,137.58
72410	Office Of The Principal	7,137,081.00	3,447,984.33	3,614,760.59	3,543,882.93	7,062,744.92	6,991,867.26
72510	Fiscal Services	984,500.00	225,282.25	618,506.24	606,378.67	843,788.49	831,660.92
72520	Human Services/Personnel	557,500.00	277,284.28	291,206.06	285,496.13	568,490.34	562,780.41
72610	Operation Of Plant	6,360,000.00	3,475,220.45	2,575,927.93	2,525,419.54	6,051,148.38	6,000,639.99
72620	Maintenance Of Plant	3,621,336.00	1,569,387.71	1,630,634.35	1,598,661.12	3,200,022.06	3,168,048.83
72710	Transportation	6,207,494.00	2,722,228.09	3,105,985.31	3,045,083.63	5,828,213.40	5,767,311.72
72810	Central And Other	0.00	0.00	194,207.19	190,399.21	194,207.19	190,399.21
73100	Food Service	0.00	0.00	0.00	0.00	0.00	0.00
73300	Community Services	563,765.00	253,915.90	237,332.77	232,679.18	491,248.67	486,595.08
73400	Early Childhood Education	2,573,990.00	1,095,924.53	964,841.55	945,923.09	2,060,766.08	2,041,847.62
82330	Education	1,001,187.00	0.00	1,001,187.00	1,001,187.00	1,001,187.00	1,001,187.00
99100	Transfers	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>Total Expenditures</b>	<b>108,213,963.00</b>	<b>47,563,258.92</b>	<b>55,854,103.28</b>	<b>54,778,555.90</b>	<b>103,417,362.20</b>	<b>102,341,814.82</b>
<b>Total</b>	<b>141 General Purpose School</b>	<b>108,213,963.00</b>	<b>47,563,258.92</b>	<b>55,854,103.28</b>	<b>54,778,555.90</b>	<b>103,417,362.20</b>	<b>102,341,814.82</b>
<b>Total</b>	<b>141 General Purpose School</b>	<b>108,213,963.00</b>	<b>47,563,258.92</b>	<b>55,854,103.28</b>	<b>54,778,555.90</b>	<b>103,417,362.20</b>	<b>102,341,814.82</b>
	<b>Revenue</b>	<b>103,417,941.00</b>	<b>10,744,703.89</b>			<b>4.43%</b>	<b>5.43%</b>
	<b>Difference</b>	<b>4,796,022.00</b>	<b>(36,818,555.03)</b>			<b>(4,796,600.80)</b>	<b>(5,872,148.18)</b>
	<b>Budgeted Revenue less Estimated Expenditures</b>					<b>578.80</b>	<b>1,076,126.18</b>
						<b>578.80</b>	<b>1,076,126.18</b>

# ADOPT TSBA FOR JACKSON MADISON COUNTY SCHOOL SYSTEM

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>School Support Organizations</b>	Descriptor Code: <b>2.404</b>	Issued Date:
		Rescinds:	Issued:

## 1 *General*

2 Only a group or organization that has entered into a written cooperative agreement with the Board may  
3 use the name, mascot, or logo of a school or the school district to solicit or raise money, materials,  
4 property, securities, services, or other things of value. **Use of school property by the organization for its**  
5 **activities must comply with all regulations established by the Board.**<sup>1</sup>

6 A civic organization operating concessions or parking at school-sponsored events is not a school support  
7 organization subject to this policy.

8 **The principal is responsible for maintaining close communication with school support organizations to**  
9 **ensure the organizations' goals are in compliance with board policies.**

## 10 **REPORTING AND RECORDS**

11 The Director of Schools/designee shall annually post a list of organizations that are recognized as school  
12 support organizations on the school district's web site.

13 Any forms, annual reports, or financial statements submitted shall be open to public inspection as a  
14 public record.

## 15 **PROCEDURES**

16 The Director of Schools shall create procedures to oversee the relationship between the Board and any  
17 school support organization. These procedures shall include, at a minimum, the following:

18 1. Any agreement between the Board and a school support organization shall be in writing and  
19 signed by the Director of Schools/designee and an authorized agent of the school support  
20 organization seeking authorization. This agreement shall contain, at a minimum, the following  
21 provisions:

22 a. An agreement to abide by any policies and procedures regarding school support  
23 organizations; and

24 b. An agreement to indemnify the Board, the Director of Schools, and all other agents of the  
25 local education agency for the actions of the school support organization.

- 1 2. Prior to entering into any agreement, a school support organization shall submit the following to  
2 the Director of Schools/designee:<sup>2</sup>
  - 3 a. Documentation confirming the school support organization's status as a nonprofit  
4 organization, foundation, or a chartered member of a nonprofit organization or  
5 foundation;
  - 6 b. A written statement of the goals and objectives of the group or organization;
  - 7 c. The principal contact's telephone and address as well as the telephone number, address,  
8 and position of each officer of the group or organization; and
  - 9 d. A copy of the school support organization's written policy specifying reasonable  
10 procedures for accounting, controlling, and safeguarding any money, materials, property,  
11 securities, services, or other things of value collected or disbursed by it.
  - 12 e. A copy of the bylaws and/or constitution of the group or organization.
- 13 3. The Director of Schools shall designate a date prior to the beginning of the regular school year  
14 for the school support organization to submit a form to the Director of Schools/designee which  
15 verifies the information previously provided by the school support organization as correct, or if  
16 the information is no longer correct, that date shall be the deadline for any corrections.<sup>3</sup>
- 17 4. The school support organization shall abide by all applicable federal, state, and local laws,  
18 ordinances, and regulations in its activities.
- 19 5. The school support organization shall maintain a copy of its charter, bylaws, minutes, and  
20 documentation of its recognition as a nonprofit organization.
- 21 6. The school support organization shall maintain financial records for a period of at least four (4)  
22 years.
- 23 7. The school support organization shall operate within the applicable standards and guidelines set  
24 by a related state association, if applicable, and shall not promote, encourage, or acquiesce in any  
25 violation of student or team eligibility requirements, conduct codes, or sportsmanship standards.
- 26 8. The school support organization's officers shall ensure that school support organization funds  
27 are safeguarded and are spent only for purposes related to the stated goals and objectives of the  
28 organization. No administrative fees or stipends to officers or others will be permitted.
- 29 9. No student shall be assessed any type of fee as a requirement for participation in school support  
30 organization activities. No student or student's parent/guardian shall be assessed any type of fee  
31 as a requirement for participation in school support organization activities.
- 32 10. The school support organization shall obtain the approval of the Director of Schools/designee  
33 before undertaking any fundraising activity. The Director of Schools/designee shall consider, at  
34 a minimum, the following when approving or denying a request by a school support organization  
35 to engage in a fundraising activity:<sup>4</sup>

- 1 a. Whether the fundraising activity, as scheduled, conflicts with the fundraising activity of  
2 the school district or an individual school within that district; and
- 3 b. Whether the fundraising activity is consistent with the goals and mission of the school or  
4 school district.
- 5 11. The school support organization shall provide access to all books, records, and bank account  
6 information for the school support organization to the Board, local school principal, or auditors  
7 of the office of the comptroller of the treasury upon request.
- 8 12. The organization will provide to the building principal all monthly collection records, bank  
9 statements, canceled checks, and invoices, along with a copy of the monthly treasurer's report  
10 on or before the 5<sup>th</sup> day of the following month.
- 11 13. A school representative, district employee, or board member cannot act as a treasurer or  
12 bookkeeper for a school support organization or be a signatory on the checks for a school support  
13 organization. A majority of the voting members of any school support organization board should  
14 not be composed of school representatives.<sup>5</sup>
- 15 14. School support organizations may not use the school or school district's sales tax exemption to  
16 purchase items.
- 17 15. School support organizations may not represent or imply that their activities, contracts,  
18 purchases, or financial commitments are made on behalf of or binding on any school or the school  
19 district.
- 20 16. School support organizations must maintain bank and financial records separate from the school  
21 and school district. School support organizations may not maintain or operate a bank account  
22 that bears the employer identification number of the school board, a school, or any other school-  
23 related governmental entity.
- 24 17. Any plan, project, or movement instituted to expand, modernize, renovate or render maintenance  
25 to school-controlled and/or owned properties will be presented to the principal, director of  
26 schools, and then to the Board for its consideration, comment, evaluation, approval, and  
27 sponsorship. No public announcement of the plan, project, or movement shall be made prior to  
28 approval by the Board.
- 29 18. All equipment and materials placed in school buildings by any group or organization become the  
30 property of the Board. The Board reserves the right to transfer property to other schools if the  
31 school in which it was originally placed is discontinued or if there is no longer any need for the  
32 equipment or materials where originally placed.
- 33 The Director of Schools may enact procedures to suspend or revoke the authorization of any school  
34 support organization for a failure to abide by the policies and procedures regarding school support  
35 organizations.

## 36 OPERATION OF A SCHOOL BOOKSTORE

1 The principal of a school may enter into an agreement with a recognized school support organization for  
2 the operation of a bookstore located on school grounds, which makes direct sales to students and faculty,  
3 pursuant to procedures promulgated by the Director of Schools. These procedures shall provide, at a  
4 minimum, the following:

- 5 1. One hundred percent (100%) of the profits of the operation of the bookstore are used for support  
6 of the school; and
- 7 2. The school support organization provides the school with the relevant collection documentation  
8 required pursuant to the provisions of state law.<sup>6</sup>

9 The Director of Schools/designee may provide such other procedures and forms as necessary.

## 10 **CONCESSIONS AND PARKING**

11 The principal of a school may agree to allow an authorized school support organization to operate and  
12 collect money for a concession stand or parking at a related school academic, arts, athletic, or social  
13 event on school property without the prior approval of the Director of Schools/designee. Any money  
14 payable to the school pursuant to the agreement with the principal will be considered school support  
15 group funds and not student activity funds if the school support organization provides the school with  
16 the relevant collection documentation required by the student activity funds manual produced by the  
17 state.

The Director of Schools/designee may provide such other procedures and forms as necessary.

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### Legal References

1. TCA 49-2-604(a)
2. TCA 49-2-604(b)(1)
3. TCA 49-2-604(b)(1)(B)
4. TCA 49-2-604(b)(2)
5. TCA 49-2-604(g)
6. TCA 49-2-110

# **DELETE - Jackson-Madison County Board of Education**

Monitoring:  <b>Review: Annually, in November</b>	Descriptor Term:  <b>School Support Organizations Recognition and Operations</b>	Descriptor Code: <b>4.503</b>	Issued Date: <b>01/14/16</b>
		Rescinds: <b>4.503</b>	Issued: <b>09/20/07</b>

1    **INTRODUCTION**

2    Booster clubs and parent organizations are encouraged to promote a positive relationship between the  
3    school and the community. The primary purpose of these organizations is to assist and support the school  
4    in recognizing and promoting students' activities. The principal is responsible for maintaining close  
5    communication with such organizations to ensure the organizations' goals are in compliance with board  
6    policies.

7    **PROCEDURES FOR RECOGNITION**

8    A school support organization shall submit a cooperative agreement form signed by an authorized agent  
9    of the school support organization seeking recognition. The director or director's designee shall review  
10   compliance with the requirements for recognition and if compliant, shall sign the cooperative agreement  
11   form and shall recommend that the organization be recognized (sanctioned) by the Board as a viable  
12   booster club, parent or other school support organization.

13   The cooperative agreement form shall be available on the school system web site, at the central  
14   administrative office and in the office of each school site. The form shall, at minimum, include the  
15   following provisions:

- 16       1. An agreement to abide by any policies and procedures regarding school support organizations;  
17       and  
18       2. An agreement to indemnify the Board, the director and all other agents of the school system for  
19       the actions of the school support organization.

20   Each of the following items shall be submitted to the director or the director's designee together with the  
21   cooperative agreement form.

- 22       1. Documentation confirming the school support organization's status as a nonprofit organization,  
23       foundation or chartered member of a nonprofit organization or foundation;  
24       2. A written statement of the goals and objectives of the group or organization;  
25       3. The principal contact telephone and address, as well as the telephone number, address and  
26       position of each officer of the group or organization;  
27       4. A copy of the school support organization's written policy specifying reasonable procedures for  
28       accounting, controlling and safeguarding any money, materials, property, securities, services, or  
29       other things of value collected or disbursed by the group or organization; and  
30       5. A copy of the bylaws and/or constitution of the group or organization.

1 The director or the director's designee shall annually post on the school system web site a list of  
2 organizations that are recognized as school support organizations.

### 3 **GUIDELINES**

4 School support organizations shall maintain a copy of any charter, bylaws, minutes and documentation  
5 of recognition as nonprofit organizations.

6 The organization will provide to the building principal all monthly collection records, bank statements,  
7 canceled checks and invoices, along with a copy of the monthly treasurer's report on or before the 5<sup>th</sup>  
8 day of the following month.

9 School support organizations must be managed or operated by adults rather than students. A majority of  
10 the voting members of any school support organization board shall not be composed of school  
11 representatives.

12 At least seven days prior to the first full day of student attendance for any regular school year, school  
13 support organizations shall submit the form to the director or the director's designee which verifies the  
14 information previously provided by the school support organization is correct or, if the information is no  
15 longer correct, that date shall be the deadline for any corrections.

16 School support organizations shall abide by all applicable Board policies in their activities.

17 School support organizations shall abide by all applicable Federal, State and local laws, ordinances and  
18 regulations in their activities, including but not limited to those laws pertaining to equal opportunity and  
19 treatment of all students. Gifts or services provided to the school should benefit both boys' and girls'  
20 activities.

21 School support organizations shall operate within the applicable standards and guidelines set by related  
22 state associations, if applicable, and shall not promote, encourage or acquiesce in any violation of student  
23 or team eligibility requirements, conduct codes or sportsmanship standards.

24 No student shall be assessed any type of fee as a requirement for participation in school support  
25 organization activities.

26 All equipment and materials placed in school buildings by any group or organization become the  
27 property of the Board. The Board reserves the right to transfer property to other schools if the school in  
28 which it was originally placed is discontinued or if there is no longer any need for the equipment or  
29 materials where originally placed.

30 Members of school support organizations who collect or receive any student activity or other internal  
31 school funds shall turn those funds over to the properly designated school official or employee.

### 32 **SUSPENSION OR REVOCATION OF RECOGNITION**

33 The director or director's designee shall recommend that the Board suspend or revoke recognition of any  
34 school support organization that fails to abide by the policies and procedures regarding school support  
35 organizations.

# Jackson-Madison County Board of Education

Monitoring: <b>Review: Annually, in February</b>	Descriptor Term: <b>In-Service and Professional Learning Opportunities</b>	Descriptor Code: <b>5.113</b>	Issued Date: <b>07/18/13</b>
		Rescinds: <b>5.113</b>	Issued: <b>05/10/01</b>

## 1 **IN-SERVICE EDUCATION**

2 In-service education<sup>1</sup> is a program of planned activities designed to increase the competencies needed  
3 by all personnel in the performance of their responsibilities. Competencies are defined as the knowledge,  
4 skills, and attitudes which enable personnel to perform their tasks with maximum effectiveness to  
5 increase student achievement.

### 6 *Administrative and Supervisory Employees*

7 Administrative and supervisory employees shall show evidence of continual professional growth by  
8 attendance at in-service programs and institutes, studying professional literature, meeting with other  
9 professionals for discussion, and otherwise keeping abreast of research in methodology, curriculum, and  
10 student growth and development.

11 **Each principal and administrator shall be required to attend the principal-administrator academy for**  
12 **instruction at least once every five (5) years.<sup>2</sup>**

### 13 *Professional Employees*

14 A system-wide in-service committee, composed of membership from a cross-section of other personnel,  
15 shall assess system-wide needs, establish priorities, develop objectives, design activities, and evaluate  
16 the in-service program.<sup>1</sup>

17 In-service credit shall not be given while performing duties which are required as part of teaching  
18 assignments.

### 19 *Support Personnel*

20 The immediate supervisor of support personnel shall be responsible for providing in-service training.  
21 Absences to attend meetings relating to the employee's job description may be granted by the director of  
22 schools without loss of pay to the employee.

## 23 **PROFESSIONAL LEARNING PROGRAM**

24 Professional learning programs and activities shall reflect the Standards for Professional Learning<sup>3</sup>  
25 (Learning Forward, 2011) as listed below and shall reflect the needs identified in school improvement  
26 plans.

1 The Board may pay expenses of selected personnel who participate in the training sessions conducted  
2 by the State Department of Education.

3 The director of schools shall involve central office personnel and other employees as needed in  
4 developing the system-wide professional learning program and shall recommend it to the Board for  
5 approval.

## 6 **Standards for Professional Learning**

7 **LEARNING COMMUNITIES:** Professional learning that increases educator effectiveness and results  
8 for all students occurs within learning communities committed to continuous improvement, collective  
9 responsibility, and goal alignment.

10 **LEADERSHIP:** Professional learning that increases educator effectiveness and results for all students  
11 requires skillful leaders who develop capacity, advocate, and create support systems for professional  
12 learning.

13 **RESOURCES:** Professional learning that increases educator effectiveness and results for all students  
14 requires prioritizing, monitoring, and coordinating resources for educator learning.

15 **DATA:** Professional learning that increases educator effectiveness and results for all students uses a  
16 variety of sources and types of student, educator, and system data to plan, assess, and evaluate  
17 professional learning.

18 **LEARNING DESIGNS:** Professional learning that increases educator effectiveness and results for all  
19 students integrates theories, research, and models of human learning to achieve its intended outcomes.

20 **IMPLEMENTATION:** Professional learning that increases educator effectiveness and results for all  
21 students applies research on change and sustains support for implementation of professional learning for  
22 long term change.

23 **OUTCOMES:** Professional learning that increases educator effectiveness and results for all students  
24 aligns its outcomes with educator performance and student curriculum standards.

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### Legal References

1. State Department of Education Guidelines for Planning Approvable In-service Education Activities TCA 49-1-214; TCA 49-6-3004(c)(1)
2. TCA 49-5-5703 (a)
3. TN State Board of Education Policy 5.200, *Professional Development*

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### Cross References

School Calendar 1.800  
Curriculum Development 4.200  
Reporting Student Progress 4.601

# ADOPT FOR JACKSON MADISON COUNTY SCHOOL SYSTEM

Monitoring:  <b>Review: Annually, in January</b>	Descriptor Term:  <h2 style="margin: 0;">Recommendations and File Transfers</h2>	Descriptor Code: <b>5.203</b>	Issued Date:
		Rescinds:	Issued:

1 Other than the routine transmission of administrative and personnel files, district employees are  
 2 prohibited from assisting a school employee, contractor, or agent in obtaining a new job if the individual  
 3 knows, or has probable cause to believe, that the person seeking a job change engaged in sexual  
 4 misconduct regarding a minor or student in violation of the law.<sup>1</sup>

5 These requirements shall not apply if:

- 6 1. The information giving rise to probable cause has been properly reported to the appropriate law  
 7 enforcement agency; and
- 8
- 9 2. The matter has been officially closed in one of the following ways:
  - 10
  - 11 a. The prosecutor or police have investigated the allegations and notified school officials  
 12 that there is insufficient information to establish probable cause;
  - 13
  - 14 b. The employee, contractor, or agent has been charged and either acquitted or exonerated;  
 15 or
  - 16
  - 17 c. The case remains open, and there have been no charges or indictment filed within four  
 18 (4) years of the date the information was reported to the law enforcement agency.

19 Neither the district nor the Board shall enter into, or require a current or former employee to enter into,  
 20 a non-disclosure agreement during a settlement for any act of sexual misconduct,<sup>1</sup> including, but not  
 21 limited to, sexual harassment or sexual assault.

22 The Director of Schools shall develop administrative procedures to enforce this policy and comply  
 23 with federal and state law.

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Legal References

1. 20 USCA § 7926; TCA 49-2-131

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Cross References

Application and Employment 5.106  
 Separation Practices for Tenured Teachers 5.200  
 Separation Practices for Non-Tenured Teachers 5.201  
 Separation Practices for Non-Certified Employees 5.202  
 Child Abuse and Neglect 6.409



# Jackson-Madison County Board of Education

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term: <b>School Admissions</b>	Descriptor Code: <b>6.203</b>	Issued Date: <b>03/14/19</b>
		Rescinds: <b>6.203</b>	Issued: <b>06/11/15</b>

1 Any student entering school for the first time must present:

- 2 1. A birth certificate or officially acceptable evidence of date of birth at the time of registration;<sup>1</sup>
- 3 2. Evidence of a current (within the past twelve (12) months) medical examination.<sup>2</sup> There shall be  
4 a complete medical examination of every student entering school for the first time. This applies  
5 to Pre-K, kindergarten, and other students for whom there is no current health record; and if  
6 evidence of the exam cannot be obtained, the student must provide evidence of current physical  
7 exam within six (6) weeks of admission to school.
- 8 3. Evidence of state-required immunization.<sup>3</sup>

9 The name used on the records of a student entering school must be the same as that shown on the birth  
10 certificate unless evidence is presented that such name has been legally changed through a court as  
11 prescribed by law. If the parent does not have or cannot obtain a birth certificate, then the name used on  
12 the records of such student will be the same as that shown on documents which are acceptable to the  
13 school principal as proof of date of birth.

14 A child whose care, custody and support has been assigned to a resident of the district by a power of  
15 attorney or order of the court shall be enrolled in school provided appropriate documentation has been  
16 filed with the district office.<sup>4</sup>

17 A student may transfer into the school system at any time during the year (a) if his/her parent(s) or legal  
18 guardian moves his/her residence into the school system, (b) if the student's parent/guardian is an  
19 employee of the district pursuant to TCA 49-6-3113(b)(2), and/or (c) if the student is approved by the  
20 Superintendent for out of district status pursuant to TCA 49-6-3104(a).

21 **Students entering the system from being institutionalized shall be admitted to the Alternative School**  
22 **Program for a period of two weeks and/or 10 school days before attending their zoned school.**

23 Parents, guardians, or legal custodians of students who enter school who have been judged delinquent  
24 for an offense involving murder, rape, robbery, kidnapping, aggravated assault or reckless endangerment  
25 shall notify the principal by providing the abstract of record<sup>5</sup> required by law or other similar written  
26 information. This information shall be shared only with school employees who have responsibility for  
27 classroom instruction of the student. Such information is otherwise confidential and shall not be released  
28 to others except as required by law. The written notification shall not become a part of the student's  
29 record.<sup>6</sup>

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Legal References

1. TCA 49-6-3008(b)
2. TRR/MS 0520-01-03-.08(2)(a)
3. TCA 49-6-5001(c)
4. TCA 49-6-3001(c)(6)
5. TCA 37-1-153, 154
6. TCA 49-6-3051

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Cross References

Admission of Suspended/Expelled Students 6.318  
Homeless Students 6.503  
Migrant Students 6.504  
Students in Foster Care 6.505

# Jackson-Madison County Board of Education

Monitoring:  Review: Annually, in April	Descriptor Term:  <b>Open Enrollment Policy</b>  <b>RENAMING POLICY</b> <b>Open Enrollment and Magnet School Policy</b>	Descriptor Code: <b>6.206</b>	Issued Date: <b>06/11/15</b>
		Rescinds: <b>6.206</b>	Issued: <b>11/08/12</b>

1 Effective July 1, 2013

2 Jackson-Madison County School System (JMCSS) students are assigned to schools based on the address  
3 of the parent/ or legal guardian and such school is the “zoned school”. The Board recognizes, however,  
4 that students may wish to attend a school or participate in a program located in an area other than that of  
5 their zoned school. Open enrollment is designed to offer students and parents a choice in the selection  
6 of schools other than the zoned school, and to give families the opportunity to select the best educational  
7 experience available for their children. Students outside the LEA may be considered in open enrollment  
8 pursuant to TCA 49-6-3104 and TCA 49-6-3113(b)(2).

9 Open enrollment should encourage parents or guardians to become knowledgeable about the needs and  
10 interests of their children and become more informed about what educational programs are offered at the  
11 schools throughout JMCSS. JMCSS will provide parents with information regarding the various  
12 educational programs offered.

13 Though the Jackson-Madison County School system supports parental choice, the following conditions  
14 restrict or limit the opportunities for Open Enrollment:

15 **A. The Montessori School at Bemis and Madison Academic High School will not be an option for**  
16 **Open Enrollment. A. JCM Early College High and the Academic Academy at Northeast will not**  
17 **be an option for open enrollment as they have separate admission criteria. Applications for those**  
18 **programs must be submitted by the posted deadline to be included in the selection process.**  
19

20 B. Each school is required to serve the zoned students who live within its attendance area prior to  
21 accepting any students outside its zone. Thus, once enrollment reaches school capacity, that  
22 school or grade level will be closed to Open Enrollment.

23 C. Transportation will only be provided for students attending their zoned schools. Thus, any student  
24 attending a school other than that of the student’s zoned school must provide their own  
25 transportation to and from the school.  
26

1 D. Elementary and middle school students who elect to return to their zoned schools may do so at  
2 the end of a grading period, with the written permission from the open enrollment school  
3 principal. High school students who elect to return to their zoned schools may do so at the end  
4 of the first semester or at the end of the second semester after an exit interview and with  
5 permission from the open enrollment school principal.

6  
7 E. Placement in an open enrollment program or school is via random lottery. An application must  
8 be submitted by the posted deadline to be included in the lottery selection.  
9  
10  
11  
12

13 The Superintendent is responsible for developing, revising, implementing, and monitoring the Open  
14 Enrollment procedures. The areas to be addressed by written procedure include but are not limited to  
15 the following:

- 16 (1) the approval and selection process including deadlines for application for Open Enrollment;
- 17 (2) sibling enrollment process and priorities;
- 18 (3) guidelines on students transferring to another school or returning to the student's zoned school;
- 19 (4) and students eligible for special education shall be served in accordance with the federal and state  
20 laws and guidelines.

21 The Superintendent or his/her designee shall be responsible for administering this Board Policy  
22 and any procedure developed in relation to Open Enrollment. The Superintendent or his/her  
23 designee shall be the final decision-maker with respect to interpretation of the policy and procedure.

# Jackson-Madison County Board of Education

Monitoring: <b>Review: Annually, in March</b>	Descriptor Term:  <b>Code of Conduct</b>	Descriptor Code: <b>6.300</b>	Issued Date: <b>12/12/19</b>
		Rescinds: <b>6.300</b>	Issued: <b>05/10/01</b>

1 The Board delegates to the Director of Schools the responsibility of developing specific codes of  
2 conduct which are appropriate for each level of school. Codes of conduct for students in pre-  
3 kindergarten or kindergarten shall utilize alternative disciplinary practices such as restorative practices  
4 including teaching new behaviors, redirecting, problem solving skill development, community circles,  
5 structured reflection breaks and calming stations. Exclusionary discipline shall only be used as a  
6 measure of last resort. The development of each code shall involve principals and staff members of  
7 each level and shall be consistent with the relevant policies as adopted by the Board.<sup>1</sup>

8 The following levels of misbehavior and disciplinary procedures and options are standards designed to  
9 protect all members of the educational community in the exercise of their rights and duties and to  
10 maintain a safe learning environment where orderly learning is possible and encouraged.<sup>2</sup> These  
11 misbehaviors apply to student conduct on school buses, on school property, and while students are on  
12 school-sponsored outings. Staff members shall ensure that disciplinary measures are implemented in a  
13 manner that:<sup>3</sup>

- 14 1. Balances accountability with an understanding of traumatic behavior;
- 15
- 16 2. Teaches school and classroom rules while reinforcing that violent or abusive behavior is not  
17 allowed at school;
- 18
- 19 3. Minimizes disruptions to education with an emphasis on positive behavioral supports and  
20 behavioral intervention plans;
- 21
- 22 4. Creates consistent rules and consequences; and
- 23
- 24 5. Models respectful, non-violent relationships.

25 In order to ensure that these goals are accomplished, the school district shall utilize the following  
26 trauma-informed discipline practices: such as Restorative practices, Response to Instruction and  
27 Intervention for Behavior (RTI2B), systems of supports and behavior intervention plans. Intervention  
28 strategies may be used prior to or in addition to any disciplinary response to student behavior.

## 29 MISBEHAVIORS: LEVEL I

30 This level includes minor misbehavior on the part of the student which impedes orderly classroom  
31 guidelines or interferes with the orderly operation of the school but which can usually be handled by an  
32 individual staff member.

33 *Examples (not an exclusive listing)*

- 1 • Classroom disturbances
- 2 • Classroom tardiness
- 3 • Cheating and lying
- 4 • Abusive language
- 5 • Failure to do assignments or carry out directions
- 6 • Wearing, while on the grounds of a public school during the regular school day,
- 7 clothing that exposes underwear or body parts in an indecent manner that disrupts the
- 8 learning environment<sup>4</sup>
- 9 • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
- 10 cyber-bullying, and/or hazing)

#### 11 *Disciplinary Procedures*

- 12 • The staff member intervenes immediately.
- 13 • The staff member determines what offense was committed and its severity.
- 14 • The staff member determines who committed the offense and if he/she understands the
- 15 nature of the offense.
- 16 • The staff member employs appropriate disciplinary options.
- 17 • The record of the offense and disciplinary action shall be maintained by the staff
- 18 member.

#### 19 *Disciplinary Options*

- 20 • Verbal reprimand
- 21 • Special assignment
- 22 • Restricting activities
- 23 • Counseling
- 24 • Withdrawal of privileges
- 25 • Issuance of demerits
- 26 • Strict supervised study
- 27 • Detention
- 28 • **Corporal punishment**
- 29 • In-school suspension
- 30 • Trauma-Informed Practices such as e.g. Building Relationships, Creating a Safe
- 31 Environment, Calming Exercises/Mindfulness, Restorative Practices, Conflict
- 32 Resolution, Student Support Groups, Counseling, Mentoring, Peer Mediation and
- 33 Behavior Intervention Plans

#### 34 **MISBEHAVIORS: LEVEL II**

35 This level includes misbehavior whose frequency or seriousness tends to disrupt the learning climate of  
36 the school. These misbehaviors do not represent a direct threat to the health and safety of others but  
37 have educational consequences serious enough to require corrective action on the part of  
38 administrative personnel.

39 *Examples (not an exclusive listing)*

- 1 • Continuation of unmodified Level I misbehaviors
- 2 • Using forged notes or excuses
- 3 • Disruptive classroom behavior

#### 4 *Disciplinary Procedures*

- 5 • The student is referred to the principal for appropriate disciplinary action.
- 6 • The principal meets with the student and the staff member.
- 7 • The principal hears the accusation made by the staff member and allows the student the
- 8 opportunity to explain his/her conduct.
- 9 • The principal takes appropriate disciplinary action and notifies the staff member of the
- 10 action.
- 11 • The record of offense and disciplinary action shall be maintained by the principal.

#### 12 *Disciplinary Options*

- 13 • Teacher/schedule change
- 14 • Peer counseling
- 15 • Referral to outside agency
- 16 • In-school suspension
- 17 • Transfer
- 18 • Detention
- 19 • Suspension from school-sponsored activities or from riding school bus
- 20 • Out-of-school suspension
- 21 • Trauma-Informed Practices such as e.g. Building Relationships, Creating a Safe
- 22 Environment, Calming Exercises/Mindfulness, Restorative Practices, Conflict
- 23 Resolution, Student Support Groups, Counseling, Mentoring, Functional Behavior
- 24 Assessments and Behavior Intervention Plans

### 25 **MISBEHAVIORS: LEVEL III**

26 This level includes acts directly against persons or property but whose consequences do not seriously  
27 endanger the health or safety of others in the school.

#### 28 *Examples (not an exclusive listing)*

- 29 • Continuation of unmodified Level I and II misbehaviors
- 30 • Fighting
- 31 • Vandalism (minor)
- 32 • Use, possession, sale, distribution, and/or being under the influence of tobacco or
- 33 alcohol
- 34 • Use, possession, sale, or distribution of drug paraphernalia
- 35 • Use, sale, distribution, and/or being under the influence of drugs
- 36 • Stealing
- 37 • Threats to others

- 1                   • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,  
2                   cyber-bullying, and/or hazing)

3                   *Disciplinary Procedures*

- 4                   • The student is referred to the principal for appropriate disciplinary action.  
5                   • The principal meets with the student and the staff member.  
6                   • The principal hears the accusation and allows the student the opportunity to explain  
7                   his/her conduct.  
8                   • The principal takes appropriate disciplinary action.  
9                   • The principal may refer the incident to the Director of Schools and make  
10                  recommendations for consequences.  
11                  • The record of offense and disciplinary action shall be maintained by the principal.

12                  *Disciplinary Options*

- 13                  • In-school suspension  
14                  • Detention  
15                  • Restitution from loss, damage, or stolen property  
16                  • Out-of-school suspension  
17                  • Social adjustment classes  
18                  • Transfer  
19                  • Trauma-Informed Practices such as e.g. Building Relationships, Creating a Safe  
20                  Environment, Calming Exercises/Mindfulness, restorative Practices, Conflict  
21                  Resolution, Student Support Groups, Counseling, Functional Behavior Assessments,  
22                  Behavior Intervention Plans, Referrals to outside organizations and social services,  
23                  Referral to outside health and mental health services

24                  **MISBEHAVIORS: LEVEL IV**

25                  This level of misbehavior includes acts which result in violence to another's person or property or  
26                  which pose a threat to the safety of others in the school. These acts are so serious that they usually  
27                  require administrative actions which result in the immediate removal of the student from the school,  
28                  the intervention of law enforcement authorities, and/or action by the Board.

29                  If a student's action poses a threat to the safety of others in the school, a teacher, principal, school  
30                  employee, or school bus driver may use reasonable force when necessary to prevent bodily harm or  
31                  death to another person.<sup>5</sup>

32                  *Examples (not an exclusive listing)*

- 33                  • Continuation of unmodified Level I, II, and III misbehaviors  
34                  • Death threat  
35                  • Extortion  
36                  • Bomb threat  
37                  • Possession, use, and/or transfer of dangerous weapons

- 1 • Assault that results in bodily injury upon any teacher, principal, administrator, any other
- 2 employee of the school, or a school resource officer\*
- 3 • Aggravated assault\*
- 4 • Vandalism
- 5 • Theft, possession, and/or sale of stolen property
- 6 • Arson
- 7 • Possession of unauthorized substances (e.g. any controlled substance, controlled
- 8 substance analogue, or legend drug) \*
- 9 • Use or transfer of unauthorized substances
- 10 • Victimization of any student (harassment (sexual, racial, ethnic, religious), bullying,
- 11 cyber-bullying, and/or hazing)
- 12 • Electronic threat to cause bodily injury or death to another student or school employee

### 13 *Disciplinary Procedures*

- 14 • The principal confers with appropriate staff members and with the student.
- 15 • The principal hears the accusations and allows the student the opportunity to explain
- 16 his/her conduct.
- 17 • The parent(s)/guardian(s) are notified.
- 18 • Law enforcement officials are contacted.
- 19 • The incident is reported, and recommendations are made to the Director of Schools.
- 20 • If the student's placement is to be changed, adequate notice of the charges shall be
- 21 given to the student and his/her parent(s)/guardian(s) and his/her right to appear at a
- 22 hearing.

### 23 *Disciplinary Options*

- 24 • Other hearing authority or Board action which results in appropriate placement
- 25 • Trauma-Informed Practices such as; Referrals to outside organization and social
- 26 services and Referral to outside health and mental health services

27 \* Designates zero tolerance offenses.

### 28 **Bus Conduct Discipline Procedures**

29 All bus infractions are considered a safety violation. Since a school bus driver's first and primary duty  
 30 is the safe operation of the school bus, a safe and orderly environment is a necessity to accomplish this  
 31 goal. Therefore, any action that distracts the driver from this very important goal is considered a safety  
 32 violation. In order to keep our buses safe for everyone, students must exhibit self-responsibility to  
 33 enjoy the privilege of riding a JMCSS bus.

34 As a result, safety violations will result in a student losing the privilege of riding a JMCSS bus. See  
 35 the following chart of infractions and consequences. Please note, Special Education students are held  
 36 to the same safety standards as regular education students. However, for any disciplinary action that  
 37 involves a long-term suspension, 10 or more days, or multiple short-term suspensions, consultation  
 38 with the special education department will be necessary to ensure IEP's and all appropriate laws are

- 1 followed. All bus infractions should be documented on the appropriate forms and recorded  
2 immediately at the school level.
- 3 Tier I infractions: (I.E. not sitting, standing in the seat, the use of profanity, and all other infractions  
4 that interfere with the safe operation of a school bus that are non-violent)
- 5 K-12 All first-time non-violent safety violations will result in a verbal warning from the school  
6 administrator and immediate contact with the parent explaining the need for bus safety and  
7 future consequences for non-compliance.
- 8 K-2 Second non-violent safety violation; 1-day bus suspension  
9 Third non-violent safety violation; 3-day bus suspension  
10 Fourth non-violent safety violation, 20 – day bus suspension  
11 Fifth non-violent safety violation, bus suspension for the remainder of the school year
- 12 3-5 Second non-violent safety violation; 3-day bus suspension  
13 Third non-violent safety violation; 20-day bus suspension  
14 Fourth non-violent safety violation, 40-day bus suspension  
15 Fifth non-violent safety violation, bus suspension for the remainder of the school year
- 16 6-12 Second non-violent safety violation; 5 –day bus suspension  
17 Third non-violent safety violation; 20-day bus suspension  
18 Fourth non-violent safety violation, bus suspension for the remainder of the school year
- 19 Tier II infractions: (Any safety infraction that exhibits aggression toward an employee; or another  
20 student; or may bring harm to bystanders; or directly interferes with the operation of a school bus; or  
21 any type of vandalism of the bus. (I.E. fighting, threatening an employee (s) or other students,  
22 throwing objects from or on the bus; direct interference with the driver as in hitting them with an  
23 object or interfering with the steering wheel, gearshift or other critical instruments on the bus; cutting  
24 seats, writing on seats or any other type of damage to the school bus.)
- 25 K-2 First violation for aggression/vandalism; 5-day bus suspension  
26 Second violation for aggression/vandalism; 20-day bus suspension  
27 Third violation for aggression/vandalism; 90-day bus suspension  
28 Fourth violation for aggression/vandalism; bus suspension for the remainder of the school year
- 29 3-5 First violation for aggression/vandalism; 10-day bus suspension  
30 Second violation for aggression/vandalism; 20-day bus suspension  
31 Third violation for aggression/vandalism; 90-day bus suspension  
32 Fourth violation for aggression/vandalism; bus suspension for the remainder of the school year
- 33 6-12 First violation for aggression/vandalism; 20-day suspension  
34 Second violation for aggression/vandalism; 90-day bus suspension  
35 Third violation for aggression/vandalism; bus suspension for the remainder of the school year
- 36 Tier III violations (I.E. weapons, drugs, sexual misconduct, or other serious actions that may involve  
37 law enforcement and or possible criminal charges)

1 K-12 Consultation with the building Principal, District Level **Leader of Student Services Safety**  
2 **Administrator**, Transportation Administrator, and other relevant district office or school level  
3 staff for appropriate discipline; long-term loss of riding privileges that may span multiple  
4 school years. All Tier III violations are subject to a referral to the JMCSS Disciplinary Hearing  
5 Board.

6 \*Once a student is suspended from a bus, they may not ride any JMCSS bus for any reason from that  
7 point forward until the suspension is served. Also, if a student is discovered riding any bus while  
8 suspended, **will be considered trespassing**. Furthermore, students will not be able to ride on the PM  
9 **route once they have been suspended**.

10 \*Any disciplinary consequence may be moved to a higher level based on the building level  
11 investigation.

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#### Legal References

1. TCA 49-6-4005; TCA 49-6-3024
2. TCA 49-6-4002 to 4005; 20 USCA § 7114, 7118
3. Public Acts of 2019, Chapter No. 421
4. TCA 49-6-4009
5. TCA 49-6-4008

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#### Cross References

Traffic and Parking Controls 3.403  
Procedural Due Process 6.302  
Student Discrimination, Harassment, Bullying,  
Cyber-bullying, and Intimidation 6.304  
Bus Safety and Conduct 6.308  
Zero Tolerance Offenses 6.309  
Dress Code 6.310  
Detention 6.315  
Suspension 6.316  
Safe Relocation of Students 6.4081

# Jackson-Madison County Board of Education

Monitoring: <b>Review: Annually, in May</b>	Descriptor Term: <b>Medicines</b>	Descriptor Code: <b>6.405</b>	Issued Date: <b>01/14/16</b>
		Rescinds: <b>6.405</b>	Issued: <b>12/14/06</b>

1 If under exceptional circumstances a child is required to take non-prescription or prescription medication  
2 during school hours and the parent cannot be at school to administer the medication, only the principal  
3 or the principal's designee will assist in self-administration of the medication to competent students. All  
4 personnel assisting with medication administration **must receive annual training by a registered nurse**  
5 **and** should adhere to the following regulations.

6 All medication must be delivered to the principal's office in person by the parent or guardian of the  
7 student unless the medication is required for immediate self-administration (i.e. asthma inhalers).  
8 Parental authorization will be required for a child to keep an asthma medication on his/her person,  
9 otherwise, all asthma medications, including inhalers and nebulizers, will be kept in the office.

## 10 **PRESCRIPTION MEDICATIONS:**

- 11 1. Written instructions signed by the parents on a form prepared by the School District will be  
12 required and will include the name of the child, name of the medicine, time to be self-  
13 administered, dosage and directions for self-administration (non-prescription medicines must  
14 have label directions), possible side effects, if known, and the termination date for self-  
15 administration of the medication. The physician's name, phone number, and the diagnosis or  
16 reason the medication is needed will be required.
- 17 2. A statement from the physician outlining emergency care will be required if a prescribed  
18 medication could necessitate a serious reaction (e.g. a diabetic child that requires insulin in  
19 response to blood sugar levels. The physician according **to** the blood sugar level should order the  
20 amount of insulin).
- 21 3. Written consent from the parent to dispense the medications should be obtained. The form in the  
22 medication manual should be used.
- 23 4. If the dosage of a medication or directions to give a medication changes, the parent will be  
24 required to complete a new authorization form to reflect the changes.

## 25 **NON-PRESCRIPTION MEDICATIONS:**

26 All non-prescription medication (over the counter medication) will be dispensed at school for only a  
27 two-week period with parental authorization. The parent should pick up any remaining medication or it  
28 will be disposed of by designated school personnel. Should a student need to take a non-prescription  
29 medication at school for a period greater than two weeks, a physician's statement with the name of the  
30 medication and why it is needed will be required.

31 **Volunteer** **Trained** personnel, **trained by a registered nurse**, **may administer glucagon in emergency**  
32 **situations to a student based on that student's Individual Health Plan (IHP).**

## 1 BLOOD GLUCOSE SELF-CHECKS

2 Upon written request of a parent or guardian, and if included in the student's medical management plan  
3 and in the IHP, a student with diabetes shall be permitted to perform a blood glucose check or administer  
4 insulin using any necessary diabetes monitoring and treatment supplies, including sharps. The student  
5 shall be permitted to perform the testing in any area of the school or school grounds at any time  
6 necessary. **Trained personnel may administer glucagon in emergency situations to a student based on**  
7 **that student's Individual Health Plan (IHP).**

8 Sharps shall be stored in a secure, but accessible location, including the student's person, until use of  
9 such sharps is appropriate.

10 Use and disposal of sharps shall be in compliance with the guidelines set forth by the Tennessee  
11 Occupational Safety and Health Administration (TOSHA).<sup>2</sup>

## 12 STUDENTS WITH PANCREATIC INSUFFICIENCY OR CYSTIC FIBROSIS<sup>3</sup>

13 Students diagnosed with pancreatic insufficiency or cystic fibrosis shall be permitted to self-manage  
14 their prescribed medication in a manner directed by a licensed healthcare provider without additional  
15 assistance or direction. The Director of Schools shall develop procedures for the development of both  
16 an Individualized Healthcare Plan (IHP) and an Emergency Care Plan (ECP) that conforms to state law  
17 for every student with pancreatic insufficiency or cystic fibrosis that wishes to self-medicate.

### 18 The administrator/principal's designee will:

- 19 1. Be trained annually using the approved medication manual. Training will be conducted by a  
20 health professional designated by the school system;
- 21 2. Keep written instructions from parent and physician in a medication file to be placed in student's  
22 cumulative record when the medication is discontinued;
- 23 3. Keep an accurate record using the MAR (Medication Administration Record) located in the  
24 Medication Training Manual and ensure that each student has a separate MAR record for each  
25 medication received at school;
- 26 4. Keep all medication in a locked cabinet except medication retained by a student per physician's  
27 order;
- 28 5. Return unused prescription medications to the parent or guardian only;
- 29 6. Ensure that all guidelines developed by the Department of Health and the Department of  
30 Education are followed.

31 The parent or guardian is responsible for informing the designated official in writing of any change in  
32 the student's health or change in medication.

33 A copy of this policy and the parent/guardian authorization form shall be distributed to each student at  
34 the beginning of the school year.

1. TCA 49-5-415
2. TCA 49-5-415(d)(7), Public Acts 2006,  
Chapter No. 54
3. Public Acts of 2015, Chapter No. 321

Student Health Services 6.401

# ADOPT FOR JACKSON-MADISON COUNTY SCHOOL SYSTEM

Monitoring: <b>Review: Annually, in April</b>	Descriptor Term:  <b>Student Records</b>	Descriptor Code: <b>6.600</b>	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 A cumulative record shall be kept for each student enrolled in school. The folder shall contain a health  
2 record, attendance record, and scholarship record; shall be kept current; and shall accompany the student  
3 through his/her school career.<sup>1</sup>

4 The name used on the record of the student entering the school system must be the same as that shown  
5 on the birth certificate unless evidence is presented that such name has been legally changed. If the parent  
6 does not have or cannot obtain a birth certificate, then the name used on the records of such student shall  
7 be as shown on documents which are acceptable as proof of date of birth.

8 The name used on the records of a student entering the system from another school must be the same as  
9 that shown on records from the school previously attended unless evidence is presented that such name  
10 has been legally changed as prescribed by law.

11 When a student transfers to another school within the system or to a school outside of the system, copies  
12 of the student's records, including the student's disciplinary records, shall be sent to the transfer school.<sup>2</sup>

13 All records shall be remitted in accordance with the Family Education Rights and Privacy Act (FERPA).<sup>3</sup>

## 14 ACCESS TO STUDENT RECORDS

15 Student records shall be confidential. Authorized school officials shall have access to and permit access  
16 to student education records for legitimate educational purposes.<sup>4</sup> A "legitimate educational interest" is  
17 the official's need to know information in order to:

- 18 1. Perform required administrative tasks;
- 19 2. Perform a supervisory or instructional task directly related to the student's education; and
- 20 3. Perform a service or benefit for the student or the student's family such as health care, counseling,  
21 student job placement, or student financial aid.

22 Authorized school officials may release information from or permit access to a student's education record  
23 without the parent(s)/guardian(s) or eligible student's\* prior written consent in the following instances:

- 24 1. To comply with a judicial order or lawfully issued subpoena. The school district will make a  
25 reasonable effort to notify the student's parent(s)/guardian(s) or the eligible student before

- 1 making a disclosure;<sup>5</sup>
- 2
- 3 2. If the disclosure is an item of directory information;<sup>6</sup>
- 4
- 5 3. To comply with the requirements of child abuse reports to the extent known by the school
- 6 officials including the name, address, and age of the student; the name and address of the
- 7 person responsible for the care of the student; and the facts requiring the report;<sup>7</sup>
- 8
- 9 4. When certain federal and state officials need information in order to audit or enforce legal
- 10 conditions related to federally-supported education programs in the school district;<sup>8</sup>
- 11
- 12 5. When the school district has entered into a contract or written agreement for an organization to
- 13 conduct scientific research on the system's behalf to develop tests or improve instruction,
- 14 provided that the studies are conducted in a manner which will not permit the personal
- 15 identification of students and their parent(s)/guardian(s) by individuals other than
- 16 representatives of the organization, and the information will be destroyed when no longer
- 17 needed for the purpose for which the study was conducted;<sup>9</sup>
- 18
- 19 6. To appropriate officials if the parent(s)/guardian(s) claim the student as a dependent as defined
- 20 by the Internal Revenue Code;<sup>10</sup>
- 21
- 22 7. To accrediting organizations to carry out their accrediting functions;<sup>11</sup>
- 23
- 24 8. When a student seeks or intends to enroll in another school district or a post-secondary school.
- 25 Parent(s)/guardian(s) of students or eligible students have a right to obtain copies of records
- 26 transferred under this provision;<sup>12</sup>
- 27
- 28 9. To financial institutions or government agencies that provide or may provide financial aid to a
- 29 student in order to establish eligibility, to determine the amount of financial aid, to establish
- 30 conditions for the receipt of financial aid, and to enforce financial aid agreements;<sup>13</sup>
- 31
- 32 10. To make the needed disclosure in a health or safety emergency when warranted by the
- 33 seriousness of the threat to the student or other persons, when the information is necessary and
- 34 needed to meet the emergency, when time is an important and limiting factor, and when the
- 35 persons to whom the information is to be disclosed are qualified and in a position to deal with
- 36 the emergency;<sup>14</sup>
- 37
- 38 11. To the Attorney General/designee for official purposes related to the investigation or
- 39 prosecution of an act of domestic or international terrorism. An educational agency that, in
- 40 good faith, produces education records in accordance with an order shall not be liable to any
- 41 person for that production;<sup>15</sup>
- 42
- 43 12. To any agency caseworker or other representative of a state or local child welfare agency or
- 44 tribal organization authorized to access the student's educational records when such agencies or
- 45 organizations are legally responsible for the care and protection of the student.<sup>16</sup>

1 Authorized school officials may release information from a student's education record if the student's  
2 parent(s)/guardian(s) or the eligible student gives written consent for the disclosure. The written consent  
3 must include:<sup>17</sup>

- 4 1. A specification of the records to be released;
- 5
- 6 2. The reasons for the disclosure;
- 7
- 8 3. The person, organization, or class of persons or organizations to whom the disclosure is to be  
9 made;
- 10
- 11 4. The signature of the parent(s)/guardian(s) or eligible student; and
- 12
- 13 5. The date of the consent, and if appropriate, a date when the consent is to be terminated.

14 The student's parent(s)/guardian(s) or the eligible student may obtain a copy of any records disclosed  
15 under this provision.

16 The school district will maintain an accurate record of all requests to disclose information from or to  
17 permit access to a student's education records. The district will maintain an accurate record of  
18 information it discloses and access it permits. The district will maintain this record as long as it maintains  
19 the student's education record.<sup>18</sup>

20 The record will include at least:<sup>18</sup>

- 21 1. The name of the person or agency that makes the request;
- 22
- 23 2. The interest the person or agency has in the information;
- 24
- 25 3. The date the person or agency makes the request; and
- 26
- 27 4. Whether the request is granted, and if it is, the date access is permitted, or the disclosure is made.

28 \* *The student becomes an "eligible student" when he/she reaches age eighteen (18) or enrolls in a post-*  
29 *secondary school, at which time all of the above rights become the student's right.*

---

  
Legal References

1. 20 USCA § 1232g; TRR/MS 0520-01-03-.03(11)
2. TCA 49-6-3001(c)(1)
3. TCA 49-1-701, *et seq.*
4. TCA 10-7-504(a)(4); 20 USCA § 1232g
5. 20 USCA § 1232g(b)(2)(B)
6. 20 USCA § 1232g(b)(2); TCA 10-7-504(a)(4)(A)
7. TCA 37-1-403
8. 20 USCA § 1232g(b)(3)
9. 20 USCA § 1232g(b)(1)(F)
10. 20 USCA § 1232g(b)(1)(H)
11. 20 USCA § 1232g(b)(1)(G)
12. TRR/MS 0520-01-03-.03(9)
13. 20 USCA § 1232g(b)(1)(D)
14. 20 USCA § 1232g(b)(1)(I)
15. 20 USCA § 1232g(j); USA Patriot Act of 2001 § 507
16. 20 USCA § 1232g
17. 34 CFR § 99.30
18. 34 CFR § 99.32(a)

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Cross References

School District Records 1.407  
Promotion and Retention 4.603  
Testing Programs 4.700  
Attendance 6.200  
Withdrawals 6.207  
Child Custody/Parental Access 6.209  
Bus Safety and Conduct 6.308  
Corporal Punishment 6.314  
Disciplinary Hearing Authority 6.317  
Admission of Suspended/Expelled Students 6.318  
AIDS 6.404

# Jackson-Madison County Board of Education

Monitoring: <b>Review: Annually, in May</b>	Descriptor Term: <b>Student Clubs and Organizations</b>	Descriptor Code: <b>6.702</b>	Issued Date: <b>05/21/09</b>
		Rescinds: <b>6.702</b>	Issued: <b>06/13/02</b>

1 Student organizations are an extension of the academic curriculum and are intended to complement the  
2 basic instructional program.

3 The principal, in cooperation with the faculty and student body representatives, shall approve all clubs  
4 and organizations within the school.

5 One or more staff members will serve as sponsors of each activity and will attend all meetings. Each  
6 sponsor will evaluate the activity and make recommendations concerning changes, continuance, or  
7 deletion from the school's activity program.

8 An approved copy of the aims, objectives, and constitution for each organization will be kept on file in  
9 the principal's office.

10 Each school department or club which presents honors or awards or conducts contests will file with the  
11 principal the name of the honor, award or contest; the basis for selection of the award and honor; the  
12 method of participation; and the reason for the contest.

13 The director of schools shall approve all requirements imposed by clubs which have restricted  
14 membership.

## 15 HAZING

16 The nature of any initiation shall be outlined and presented in writing to the club sponsor and the  
17 principal of the school for approval prior to the actual initiation. Hazing by students acting alone or with  
18 others is strictly prohibited. Any organization which permits an initiation to go beyond the scope of  
19 activities planned and previously approved will be suspended until reinstated by the principal.<sup>1</sup>

20 Sororities, fraternities, and all secret organizations are prohibited.

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### Legal References

1. TCA 49-2-120; TCA 49-6-3401

# Jackson-Madison County School System

Strategic Plan  
2019-2024



# Jackson-Madison County School System Strategic Plan

## Table of Contents

Vision .....3

Mission ..... 4

District Wide Goal and Priorities .....5

Goal 1..... 6

Climate and Culture Statements..... 7

Goal 2. ....8

Goal 3 .....9

Goal 4 .....10

Goal 5 .....11

Goal 6 .....12

Critical areas in need of improvement .....13

Continuing our plan..... 14

Members of the Board of Education..... 15

# Vision

All graduates **Students** will acquire the knowledge and skills to pursue options and opportunities and become productive citizens.

# Mission

To **prepare** **provide** tomorrow's leaders **for** options and opportunities **to succeed** by providing a safe, caring, learning environment, working in cooperation with families and the community, and providing appropriate curriculum and effective instruction.

# District-Wide Goal and Priorities

---



# Goal 1 – School Climate and Culture

Improve on identified areas of weakness shown in yearly individual school surveys and the district survey

Reduce number of chronically out-of-school students

Reduce out-of-school suspension and in-school suspension

Provide intensive support to building leadership capacity in relation to cultural competence, a student code of conduct, and classroom management support

Provide support to principals to address the overarching issues regarding student-teacher relationships, discipline and attendance data, and the direct correlation to student achievement

Improve teacher **recruitment** retention and attendance numbers

Continue efforts to create and sustain a supportive atmosphere for all district employees

# Climate and Culture Statements

1. We seek to make employees feel valued, supported, respected and cared for by treating everyone equitably, encouraging positive thinking, and celebrating our successes and accomplishments.
2. We encourage trust in all employees by supporting them in owning mistakes when they occur, and listening to concerns, problems and failures.
3. We share a sense of purpose and high expectations for all students and staff members, manifested through a common goal of pursuing excellence and measuring our progress toward established goals.
4. We create opportunities for creativity and networking across the district by encouraging open communication and the sharing of ideas.
5. Create opportunities for Board Members to build trust and team building.
6. All employees of the Jackson-Madison County School System are invited and expected to voice their opinions, suggestions, and concerns in order to help the district create, promote and sustain a culture that is open and receptive to feedback.
7. All of our decisions are made based on what is in the best interest of our students.

## Goal 2- Program Alignment

Continue implementation of aligned curricula at all schools

Align intervention programs to support Tier 1 instruction

Continue implementation of a district-wide instructional framework to create a common language regarding effective instruction and coaching

Partner with local childcare centers and head start programs to align expectations for kindergarten readiness

Partner with local industry to create meaningful career-focused programs in schools

Administer common benchmark assessments at various times throughout the year

## Goal 3 – Early Foundations

Continue implementation of Pre-K curriculum and classrooms

- Continue implementation of Core Knowledge Language Arts (CKLA) Skills curriculum in K-2
  - Structured phonics program

Continue implementation of Core Knowledge Language Arts (CKLA) Listening and Learning curriculum in K-2

- Knowledge-building program

Continue the expansion of Pre-K

Meet regularly with the Early Childhood Leadership Collaborative, comprised of leaders from head start programs and Pre-K centers in Madison County, to collaborate on ways to best prepare students for kindergarten

## Goal 4 – Workforce Development

Continue to increase early post-secondary opportunities (EPSOs) for all students

Extend L.O.O.P. (Local Options and Opportunities Program) partnerships in the fields of advanced manufacturing and health science

Create additional options and opportunities as part of LAUNCH Career Readiness Initiative

Continue implementation of the Project Lead the Way STEM curriculum **at middle schools in all grade levels.** **Added from Work Session February 10 – Expand Career and STEM Activities in all grade levels.**

Strengthening partnerships with Tennessee College of Applied Technology (TCAT)

Provide more opportunities to increase student exposure to career opportunities with local industry partners

Establish a district Workforce Development Center

# Goal 5 – Literacy

Continue implementation of English Language Arts curriculum in all grade levels

Improvement with implementation of our literacy-based (Tier 1) instructional framework across all grade levels and subjects

Increase the percentage of teachers engaging all students in effective, literacy-based lessons (reaching Core Action 3 on our instructional framework)

Work towards a minimum of a Level 3 score on TVAAS Literacy at all schools

Increase achievement in all areas by 4-6% - as defined by Annual Measurable Objectives (AMOS) set by the Tennessee Department of Education

# Goal 6 – Achievement

Improvement in TVAAS levels (minimum goal of 3, but also measuring progress in index)

Increase achievement in all areas by 4-6% - as defined by Annual Measurable Objectives (AMOS) set by the TDOE

Create initiatives to improve the district's graduation rates

Implement programs to support students and their success on the ACT

# Goal 7 – Operational

Refine our 10-year Capital Plan yearly

Completion of our Priority 3 – 5 projects

Recruitment plan for minority teachers, hard-to-fill subject areas, and at-risk schools

Utilize report from Lean Frog to improve in Human Capital, Transportation, Maintenance, and Finance

Improve our financial tracking processes

Develop a comprehensive safety plan in conjunction with the Jackson Police Department and the Madison County Sheriff's Department

Create a plan to develop school safety personnel.

# Critical areas in need of improvement

Leadership capacity

Instructional capacity

Efficiency within departments

Organizational climate and culture

District priorities

Student achievement

Relationship with community and businesses

- Extensive capital needs
- 

**Board relationship**

# Our plan

We will successfully advance our priorities and meet our goals as a district if we rely on a research-based, experience proven plan for improving instruction in every classroom.

Centered on:

Curriculum – what we teach

Framework – how we teach

Program Alignment

Authentic Literacy

- Literacy is the spine that holds all of this together.
- Every person in our district is a reading teacher.
- With the exclusion of math, all classes should include one or multiple texts every day.
- Improving literacy is an educational issue, an economic issue, and a moral issue.

# Members of the Board of Education

**Chairman** – Kevin Alexander

- District 2
- [kevinalexander@att.net](mailto:kevinalexander@att.net)

Vice-Chairman – Janice Hampton

- District 6, Position 1
- [jfhampton@jmcass.org](mailto:jfhampton@jmcass.org)

James Johnson - **Chairman**

- District 1
- [jwjohnson2@jmcass.org](mailto:jwjohnson2@jmcass.org)

Wayne Arnold

- District 3
- [wparnold@jmcass.org](mailto:wparnold@jmcass.org)

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- District 4, Position 1
- [dablack@jmcass.org](mailto:dablack@jmcass.org)

AJ Massey

- District 4, Position 2
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Shannon Stewart

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- [sdstewart@jmcass.org](mailto:sdstewart@jmcass.org)

Morris Merriweather

- District **5 6**, Position 2
- [mmerriweather@jmcass.org](mailto:mmerriweather@jmcass.org)

**RESOLUTION**

**A RESOLUTION OF THE JACKSON-MADISON COUNTY BOARD OF EDUCATION  
AUTHORIZING THE TRANSFER OF LINCOLN ELEMENTARY PROPERTY**

WHEREAS, the City of Jackson, Tennessee (the “City”) is a municipal corporation organized pursuant to the laws of the State of Tennessee; and

WHEREAS, prior to 1989, the City maintained and operated a separate school system for its residents; and

WHEREAS, the City of Jackson, along with Madison County, Tennessee subsequently instituted the process to consolidate schools that, upon approval by the voters, led to the creation of the consolidated school system known as the Jackson-Madison County School System (the “School System”); and

WHEREAS, the terms and conditions of the consolidated school plan (the “Plan”) designated the School System as the legal custodian of all school property belonging to the City of Jackson, including certain real estate and improvements thereon located at 425 Berry Street and shown at Madison County Tax Assessor Map 78C, Group J, Parcel 28.00 known as Lincoln Elementary School (the “Property”); and

WHEREAS, the School System became the legal custodian of the Property and the title of the Property remained with the City, and the Property was used by the School System for educational purposes pursuant to the Plan; and

WHEREAS, pursuant to the Plan, the School System is permitted to determine whether the Property is no longer needed for educational purposes, and, if so determined, the School System is permitted to sell or transfer the Property with the approval of the City as the City owns the legal title of the Property; and

WHEREAS, the Jackson Madison-County Board of Education (“Board of Education”) has determined that it no longer needs the Property for educational purposes; and

WHEREAS, Lane College has expressed a desire to own the property and use it in the furtherance of its mission as a liberal arts educational institution; and

WHEREAS, the Board of Education deems it is in the best interest of the School System and the community to transfer to Lane College, by quitclaim deed and at no cost to Lane College, any interest that the School System may have in the Property provided that City also approves the transfer of the Property.

NOW THEREFORE, BE IT RESOLVED BY THE JACKSON-MADISON COUNTY BOARD OF EDUCATION AS FOLLOWS:

**Section I.** That the School System relinquishes legal custody of the Property and agrees to transfer to Lane College by quitclaim deed any interest that it may have in the Property provided that the City also approves the transfer of the legal title of Property to Lane College.

**Section II.** That the Board of Education authorizes Superintendent Ray Washington or Chairman James “Pete” Johnson to execute any and all documents including one or more Quitclaim Deeds to transfer the School System’s interests in the Property to Lane College provided that the City also approves the transfer of the legal title of the Property to Lane College.

**Section III.** That this resolution shall take effect from and after its adoption, the public welfare and interest requiring it.

**ADOPTED** this the 13rd day of February, 2020.

JACKSON-MADISON COUNTY BOARD OF EDUCATION

By: \_\_\_\_\_  
James “Pete” Johnson, Chairman

**ATTEST:**

\_\_\_\_\_, Board Secretary

**DEVELOPMENT AGREEMENT  
(MADISON ACADEMIC)**

**FOR**

**MADISON ACADEMIC SCHOOL PROJECT**

**BY AND BETWEEN**

**HEALTHY COMMUNITY, LLC,  
A TENNESSEE LIMITED LIABILITY COMPANY**

**AND**

**HEALTHY COMMUNITY EDUCATION PARTNERS, INC.,  
A NONPROFIT PUBLIC BENEFIT CORPORATION OF THE STATE OF TENNESSEE**

**AND**

**JACKSON-MADISON COUNTY SCHOOL SYSTEM,  
A GOVERNMENTAL ENTITY AND POLITICAL SUBDIVISION OF THE STATE OF TENNESSEE**

---

Dated as of \_\_\_\_\_, 2020

## DEVELOPMENT AGREEMENT

(Madison Academic)

This DEVELOPMENT AGREEMENT (Madison Academic) (this “Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and between HEALTHY COMMUNITY, LLC, a Tennessee limited liability company (“Developer”); HEALTHY COMMUNITY EDUCATION PARTNERS, INC., a nonprofit public benefit corporation of the State of Tennessee (“Owner”); and JACKSON-MADISON COUNTY SCHOOL SYSTEM, a governmental entity and political subdivision of the state of Tennessee (“District” and together with District and Developer, collectively the “Parties” and each, a “Party”).

WITNESSETH:

WHEREAS, District is interested in the wellbeing of its students and believes that there is both the need and demand for additional new and better educational opportunities for residents of Jackson, Madison County, Tennessee, and that it can play a valuable role in assisting with and facilitating the redevelopment and construction of quality public middle- and high-school educational institutions and related facilities for District students, and that such a role is consistent with its mission and purpose;

WHEREAS, the Jackson Community Redevelopment Agency, a public instrumentality created pursuant to the Community Redevelopment Act of 1998 (the “CRA”) has as its purpose to identify and address issues of slum and blight through executing contracts, acquiring and disposing of real property, establishing tax incremental financing districts, and other programs and financial instruments to help stabilize, revitalize, and redevelop certain areas of Jackson, Madison County, Tennessee;

WHEREAS, the Parties and the City of Jackson, a political subdivision of the state of Tennessee (“City”) entered into that certain Pre-Development Agreement dated June 26, 2019 (the “Pre-Development Agreement”), for pre-development activities in connection with the redevelopment and construction on the Land (defined herein) of a public educational institution and related facilities consisting of approximately 58,800 square feet of new and renovated construction, as further provided herein (the “Project”);

WHEREAS, pursuant to the certain Prime Lease Agreement between CRA, as prime lessor, and Owner, as prime lessee, of even date herewith (the “Prime Lease”), CRA has leased to Owner certain real property located in Jackson, Madison County, Tennessee and more particularly described on Exhibit “A” attached hereto and incorporated herein by reference (the “Land”);

WHEREAS, CRA conveyed title to the Improvements (defined herein) on the Land to Owner pursuant to that certain Quitclaim Deed of record at Instrument No. \_\_\_\_\_ in the Register’s Office of Madison County, Tennessee;

WHEREAS, consistent with the Pre-Development Agreement, Owner and District desire to retain the services of Developer for Project Construction (defined herein) and for oversight of Project Construction;

WHEREAS, Owner and District require the Project to be completed as provided in this Agreement by the Guaranteed Date (defined herein) and further require the total cost of the Project not exceed the Fixed Price (defined herein), all in accordance with the terms and conditions of this Agreement;

WHEREAS, Developer has agreed to complete the Project as provided in this Agreement by the Guaranteed Date in consideration for the Development Fee (defined herein) in accordance with the terms and conditions of this Agreement;

WHEREAS, simultaneously with the Effective Date, Owner, as sublessor, District, as co-sublessee, and City, as co-sublessee, will enter into a sublease agreement (the “Sublease”) whereby Owner will lease to District and City the Project Site;

WHEREAS, the governing board of District approved the form of this Agreement and District’s execution and delivery thereof pursuant to the action taken at such board’s meeting held on \_\_\_\_\_, 2020;

WHEREAS, the obligations of the Parties under this Agreement are conditioned on the simultaneous closing of the Construction Loan (defined herein); and

WHEREAS, the Parties wish to enter into this Agreement to set forth their respective rights and obligations concerning the Project.

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

ARTICLE I  
DEFINITIONS; INTERPRETATION

Section 1.1. Interpretation. In this Agreement, unless a clear contrary intention appears:

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Person includes such Person’s successors and assigns and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (c) reference to any gender includes the other gender;

(d) reference to any agreement, document or instrument means such agreement, document or instrument as amended, replaced, extended, restated, supplemented, or otherwise modified and in effect from time to time in accordance with the terms thereof;

(e) reference to any Applicable Laws means such Applicable Laws as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder and reference to any section or other provision of any Applicable Laws means that provision of such Applicable Laws from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;

(f) “herein”, “hereunder”, “hereof”, “hereto” and words of similar import shall be deemed references to the Agreement as a whole and not to any particular Article, Section, or other provision thereof; and

(g) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term.

Section 1.2. Accounting Terms. In the Agreement, unless expressly otherwise provided, accounting terms shall be construed and interpreted, and accounting determination and computations shall be made in accordance with GAAP.

Section 1.3. Legal Representation of the Parties. The Agreement was negotiated by the Parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring the Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof.

Section 1.4. Table of Contents; Titles and Headings. The table of contents, the titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 1.5. Defined Terms. Unless a clear contrary intention appears, terms defined herein have the respective indicated meanings when used herein:

Abnormal Weather Conditions. Severe or inclement weather conditions that substantially deviate from the average of the preceding five (5) year precipitation levels (e.g., rain, sleet, snow, or hail) or other climatic conditions (e.g., temperatures, wind, frost, and lightning) during the same time interval based on National Oceanic and Atmospheric Administration National Weather Service statistics for the locality of the Project Site and based on weather logs kept at the Project Site reflecting the effect of the weather on the progress in completing the Project.

Access and Utility Agreements: As defined in Section 8.07(c) hereof.

Additive Change Order: A Change Order which would result in an increase in the amount of any line item of the Development Budget.

Affiliate: With respect to any Person (a) each Person (a “Controlling Person”) that directly, or indirectly through one or more intermediaries, controls such Person or (b) each Person which is controlled by or is under common control with a Controlling Person. As used herein, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise.

Agreement: This Development Agreement by and between Developer, Owner, and District, as it may be amended, modified, and/or restated from time to time in accordance with the provisions hereof.

Applicable Laws: All federal, State, and local statutes, rules, guidelines, regulations (including Environmental Laws), ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof.

Approvals: All Permits, other permits, licenses, waivers, consents, approvals, entitlements, authorizations, registrations, qualifications, designations, declarations, and filings, which are necessary for the lawful construction, use, and operation of the Project.

Architect: LRK Inc., a Tennessee corporation. Architect is a Principal Consultant (and a Consultant).

Architectural Contract: That certain agreement by and between Developer and Architect with respect to the Project.

Bankruptcy Code: The Bankruptcy Code in Title 11 of the United States Code.

Business Day: Each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banks in Jackson, Tennessee, are generally authorized or obligated, by law or executive order, to close.

Casualty: An event of damage or casualty relating to any portion of the Project Site.

Certificate of Substantial Completion: That certificate of substantial completion, in a form substantially similar to AIA Document G704, prepared by Architect, subject to Owner’s and District’s approval (which shall not be unreasonably withheld or delayed) which shall establish responsibilities of Owner and Developer for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which General Contractor shall finish all Punch List Items attached thereto

Change Order: A written instrument signed by Developer, Architect, General Contractor, Owner, and District that modifies (except for Minor Field Changes and Code Compliance Changes) the Construction Documents.

Change Order Request: A written request for a modification to the Construction Documents either (a) from Developer to Owner and District or (b) from Owner or District to Developer.

City: The City of Jackson, Tennessee.

Claims: Any and all obligations, liabilities, losses, actions, suits, judgments, enforcement actions, proceedings, damages, penalties, fines, claims, demands, settlements, costs and expenses (including reasonable legal fees and expenses) of any nature whatsoever.

Code Compliance Change: Any modification of or amendment to the Construction Documents which is required by any Governmental Authority in connection with its review and inspection process and which also:

- (a) does not increase the total amount of the Development Budget;
- (b) does not extend the Guaranteed Date; and
- (c) does not materially reduce the value or utility of the Project or the mechanical, structural or architectural integrity thereof.

Completion Delay Event: Any actual delay in the completion of Developer's obligations under this Agreement that causes a delay in the critical path of the Project Schedule and is due to any (a) Significant Casualty (subject to Section 7.02 hereof); (b) Partial Condemnation which Developer reasonably expects to delay the completion of the Project beyond the Guaranteed Date; (c) Force Majeure Event (subject to Section 9.05 hereof); or (d) Owner Delay.

Condemnation: Any condemnation, requisition, confiscation, seizure or other taking or sale of the use of or title to the Project Site or any part thereof for any public or quasi-public purpose in, by or on account of any eminent domain proceeding or other action by any Governmental Authority or other Person under the power of eminent domain or otherwise or any transfer in lieu of or in anticipation thereof. A Condemnation shall be deemed to have occurred on the earliest of the dates that such use or title is taken or transferred.

Construction Budget: The sum of the Hard Cost Budget and the Soft Cost Budget delineated as such in the Development Budget, as the same may be revised in accordance with the provisions hereof.

Construction Contract: That certain construction management agreement by and between Developer and General Contractor for Project Construction in accordance with the Construction Documents.

Construction Documents: Collectively, the Plans and Specifications, the Construction Drawings, and the Change Orders.

Construction Drawings: The drawings, including schematic drawings, design development drawings, and construction drawings, prepared by Developer, General Contractor, Architect, or other Consultants and approved by Owner and District for Project Construction and any changes, modifications, or supplements thereto.

Construction Loan: That certain loan, including any NMTC Financing, provided by Lender pursuant to the Construction Loan Documents and used to finance the Development Costs for Construction of the Project in an amount as set forth in the Development Budget.

Construction Loan Documents: Those certain documents memorializing and securing the Construction Loan including, but not limited to a construction loan agreement, promissory note, mortgage and any other agreements, documents, or instruments evidencing, guarantying, securing or otherwise relating to the promissory note, or executed or delivered in connection with the Construction Loan, as such agreements, documents, and instruments may be amended, modified, extended, renewed or supplemented from time to time. In the event there is a conflict between the Construction Loan Documents on the one hand and this Agreement on the other hand, the Parties hereby agree that the Construction Loan Documents are to control.

Construction Oversight Agreement: That certain construction oversight agreement of even date herewith whereby Owner shall pay Henry Turley Company LLC the Construction Oversight Fee.

Construction Oversight Fee: The fee paid to Henry Turley Company LLC pursuant to and in accordance with the Construction Oversight Agreement in consideration of Henry Turley Company LLC's oversight of Project Construction.

Construction Phase: The period commencing with the date of Owner's delivery to Developer of a notice to proceed and ending on the Final Completion Date.

Consultant: Each Person (other than the Parties and their respective agents and employees) who contracts with, and is paid by or charges a fee to Developer, General Contractor, or both, to perform any duties or services relating to Project Construction. General Contractor and Architect are Principal Consultants (and Consultants). Contractors (other than General Contractor), and Suppliers are Consultants.

Contract Documents: Each contract and agreement relating to Project Construction entered into or to be entered into by Developer with Consultants, including, without limitation, the Construction Contract and the Architectural Contract, as each may be amended, modified, and/or restated from time to time.

Contractor: General Contractor, each subcontractor, and each sub-subcontractor providing work, labor, equipment, or materials under the Construction Budget and selected by Developer. Contractors (other than General Contractor) are Consultants.

County: The County of Madison, a political subdivision of the State.

CRA: The Jackson Community Redevelopment Agency, a public instrumentality created pursuant to the Community Redevelopment Act of 1998.

Debtor Relief Law: The Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

Deductive Change Order: A Change Order which would result in a decrease in the amount of any line item of the Development Budget.

Default: Any Event of Default or any condition, occurrence, or event which, after notice or lapse of time or both, would constitute an Event of Default.

Delay Damages: As defined in Section 4.02 hereof.

Developer: Healthy Community, LLC, a Tennessee limited liability company.

Developer Default: Any Developer Default Event or any condition, occurrence, or event which, after notice or lapse of time or both, would constitute a Developer Default Event.

Developer Default Event: As defined in Section 9.01 hereof.

Developer's Insurance: The insurance required to be maintained by Developer pursuant to this Agreement and as set forth in Exhibit "C" attached hereto and made a part hereof.

Developer Representative: The individual designated in writing by Developer to Owner and District as Developer's agent and contact for all purposes under this Agreement. When Developer's consent or approval is required hereunder, such consent or approval by Developer may be granted only by Developer Representative. The initial Developer Representative shall be, collectively, Pete Evans whose telephone number is (901) 527-2770 and email address is pevans@henryturley.com, and Lance Henderson whose telephone number is (901) 255-2125 and email address is lhenderson@henryturley.com.

Development Budget: As set forth in Exhibit "B" attached hereto and made a part hereof, the sum of (a) the Construction Budget and (b) the Development Fee, as the same may be revised in accordance with the provisions hereof.

Development Costs: All costs included in the Development Budget.

Development Cost Overruns: The amount, if any, by which the actual total Development Costs of the Project (as Finally Complete) exceeds the Fixed Price.

Development Fee: That portion of the Development Budget delineated as such therein, being the fee paid to Developer in accordance with the provisions of Section 3.01 hereof in consideration of the performance of the Services relating to the development of the Project.

District: Jackson-Madison County School System, a governmental entity and political subdivision of the state of Tennessee.

District Representative: The individual designated in writing by District to Owner and Developer as District's agent and contact for all purposes under this Agreement. The initial District Representative is Ray Washington whose telephone number is (731) 984-6023 and email address is trwashington@jmcass.org.

Dollars and "\$": Dollars in lawful currency of the United States of America.

Draw: As defined in Section 6.04 hereof.

Draw Request: As defined in Section 6.04 hereof.

Effective Date: The date set forth in the first paragraph of this Agreement.

Environmental Laws: Any present and future federal, state or local laws, common laws, ordinances codes, rules, orders, regulations, licenses, permits, governmental approvals, judgments, comfort letters, environmental deed restrictions, no further action letters, consent decrees, restrictions, or other requirements of, or legally binding agreement with, any Government Authority, in each case, relating to pollution, natural resources or wildlife, or the protection of human health, safety, the environment and natural resources, including laws relating to Hazardous Substances, reclamation of land and waterways, and emissions, discharges, Releases or threatened Releases of pollutants, contaminants, chemicals, or industrial, toxic or Hazardous Substances or wastes into the environment (including ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollution, contaminants, chemicals, or industrial, toxic or Hazardous Substances or wastes to the extent applicable to the relevant matter.

Event of Default: Any Developer Default Event or Owner Default Event.

Finally Complete and Final Completion: As defined in Section 4.04 hereof.

Final Completion Date: The date Final Completion is achieved.

Financial Closing: The closing of the Construction Loan.

Fixed Price: \$13,779,541.00, as the same may be revised in accordance with the provisions hereof.

Force Majeure Event: In reference to delays in the performance of obligations, that one or more of the following events (the existence of which at the Effective Date was not known, or would not reasonably have been expected to be discovered through the exercise of commercially reasonable due diligence, by Developer or any Consultant) have caused such delay: general strikes, acts of God, war, acts of terrorism, Abnormal Weather Conditions, Casualty, fire, storm, wind, flood, tornado, earthquake, explosions, government activities or inactivities directly interfering with Project Construction, including but not limited to quarantine or other governmental declared emergency, civil commotion and enemy action, discovery of the presence of any Hazardous Substance on the Project Site, and Unforeseen Site Conditions; but excluding, in all cases, any event, cause or condition that results from an act or omission of Developer or any Consultant, a breach by Developer or any Consultant of its obligations, representations or warranties hereunder or under the Contract Documents, from Developer's or any Consultant's financial condition or failure to pay or from the bankruptcy or insolvency of Developer or any Consultant, or any event, cause or condition which could have been avoided or which could be remedied or mitigated through the exercise of commercially reasonable efforts or the commercially reasonable expenditure of funds or other commercially reasonable action, election or arrangement which would correct or resolve the impact of such event on Project Construction.

GAAP: Generally accepted accounting principles in the United States applied on a consistent basis.

General Contractor: Crocker Construction Company, Inc, a Tennessee corporation, selected by Developer with the prior written approval of Owner and District. General Contractor is a Principal Consultant (and a Consultant).

Governmental Authority: Any federal, State or other political subdivision thereof or any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

Governmental Charges: All real estate taxes and assessments, and water and sewer charges and the cost of other utilities, together with, general and special, ordinary and extraordinary, unforeseen as well as foreseen, assessments, impositions, costs, fees, and other charges levied against or relating to, any part of the Project Site, which shall become due and payable during the Term.

Guaranteed Date: The date as of which the Project is required to be Substantially Complete in accordance with the provisions of Section 4.02 hereof and as shown in the Project Schedule. The initial Guaranteed Date is July 1, 2021; *provided, however*, Guaranteed Date shall be extended one (1) day for each day which Financial Closing occurs after March 1, 2020.

Hard Cost Budget: The hard cost budget delineated as such in the Development Budget, as the same may be revised in accordance with the provisions hereof.

Hazardous Substance: Any substance, waste, or material which (a) is classified, regulated, listed, defined, or otherwise characterized under any Environmental Law as toxic, explosive,

corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, a contaminant or a pollutant, or otherwise hazardous, including petroleum, crude oil or any fraction thereof, petroleum derivatives, byproducts and other hydrocarbons, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls and radon gas, any underground storage tanks, and toxic mold or fungus of a type that might pose a risk to human health or the environment or negatively impact the value of the Project Site; or (b) is or becomes regulated by any Governmental Authority, including any agency, department, commission, board or instrumentality of the United States or the State or any political subdivision of either of the foregoing.

Improvements: The improvements now existing or to be constructed on the Land as shown in the Construction Documents.

IRC: The Internal Revenue Code of 1986, as amended. Reference herein to any specific provision of the IRC shall be deemed to include a reference to any successor provision or provisions to such provision and to any regulations issued or proposed under or with respect to such provision.

IRS: The United States Internal Revenue Service.

Key Personnel: As set forth in Section 2.04 hereof.

Land: The underlying real estate described in Exhibit "A" hereof on which the Project is being constructed, renovated, and/or installed by Developer.

Lender: Truist Bank, a North Carolina banking corporation, and any other lender which has loaned (or will loan) money or has extended (or will extend) credit to Owner, including, without limitation, any lender associated with the NMTC Financing.

Lien: With respect to any asset, any mortgage, deed of trust, lien, pledge, hypothecation, charge, security interest or encumbrance of any kind in respect of such asset.

Madison Academic School Project Responsibility Matrix: The project responsibility matrix attached hereto as Exhibit "F" and made a part hereof.

Minor Field Changes: Any modification of or amendment to the Construction Documents and/or the Contract Documents which:

- (a) does not increase the total amount of the Development Budget;
- (b) does not extend the Guaranteed Date; and
- (c) does not materially reduce the value or utility of the Project or the mechanical, structural or architectural integrity thereof.

Monthly Progress Report: As defined in Section 2.03(a) hereof.

New Market Tax Credit Program: A federal program created under the Community Renewal Tax Relief Act of 2000 to stimulate economic and community development in the low-income communities, as incorporated at Section 45D of the IRC.

NMTC Financing: The capital and/or financing provided in connection with the New Market Tax Credit Program.

Overdue Rate: A fixed rate of interest per annum equal to .0% points per annum above the Prime Rate.

Owner: Healthy Community Education Partners, Inc., a nonprofit public benefit corporation of the State of Tennessee.

Owner Default: Any Owner Default Event or any condition, occurrence, or event which, after notice or lapse of time or both, would constitute an Owner Default Event.

Owner Default Event: As defined in Section 9.03 hereof.

Owner Delay: Work on the critical path of the Project Schedule has been delayed by the actions or failure to act when action was due of Owner for more than ten (10) consecutive days following the time periods provided herein for such action to occur.

Owner Representative: The individual designated in writing by Owner to District and Developer as Owner's agent and contact for all purposes under this Agreement. The initial Owner Representative is Vicki Lake whose telephone number is (731) 984-2160 and email address is vicki.lake@wth.org.

Partial Condemnation: Any Condemnation which is not a Significant Condemnation.

Parties: Developer, Owner, and District, collectively.

Performance Bond and Payment Bond: The performance bond and payment bond required to be provided by the provisions of Section 2.11 hereof, the forms of which are shown in Exhibit "G" attached hereto and made a part hereof.

Permit: Any permit, license, certificate, approval, authorization, or consent from any Governmental Authority which is necessary for Project Construction, including, without limitation, all zoning and site plan approvals, erosion and sedimentation plan and NPDES permit approvals, subdivision approvals, building permits, certificates of compliance, and certificates of occupancy.

Person: Any individual, partnership, joint venture, firm, corporation, limited liability company, association, trust or other enterprise (whether or not incorporated), or any government or political subdivision or any agency, department or instrumentality thereof.

Plans and Specifications: The final plans and specifications for Project Construction prepared by Developer, General Contractor, and their Consultants, and approved in writing by Owner and District.

Prime Rate: The rate announced from time to time as the prime rate, base rate or reference rate in The Wall Street Journal. Any change in such prime rate announced by The Wall Street Journal shall take effect at the opening of business on the day specified in the public announcement of such change.

Principal Consultants: General Contractor and Architect. Principal Consultants are also Consultants.

Pre-Development Agreement: That certain Pre-Development Agreement dated June 26, 2019, by and between Parties and City for pre-development activities in connection with the Project.

Prime Lease: That certain Prime Lease Agreement between CRA, as lessor, and Owner, as lessee, pursuant to which CRA has leased the Land to Owner.

Project: The approximately 58,800 square foot educational complex to be constructed, renovated, and/or installed on the Project Site as described in the Construction Documents, including all buildings, structures, fixtures, and other improvements of every kind related thereto existing at any time and from time to time on or under the Project Site, together with any and all site development, all paving, grading, utility pipes, fencing, conduits and lines, signs, retaining walls, lighting, electrical and drainage structures, parking areas and roadways.

Project Construction: The design, construction, redevelopment, and installation of the Project on the Project Site as contemplated by the Construction Documents.

Project Development Account: As defined in Section 6.03 hereof.

Project Schedule: The schedule prepared and updated by Developer that represents the best current estimate of the timetable required to complete the Project. The initial Project Schedule approved by Owner and District is attached hereto as Exhibit "D" and made a part hereof.

Project Site: The Land together with the Improvements.

Punch List Item: Any unfinished items of on-site construction and correction of any such work that are not necessary for the issuance of any temporary or final certificate of occupancy or for completion of the Project in accordance with the terms of this Agreement, that will be completed within sixty (60) days following Substantial Completion, all as reasonably determined by the Parties; provided that such 60-day period shall be extended for a reasonable period of time which shall not exceed, in any event, 120 days in the aggregate, to enable completion of Punch

List Items, so long as Developer is in good faith diligently pursuing a resolution to any outstanding Punch List Item as of the end of such 60-day period.

Release: Any release, migrating, pumping, pouring, emptying, injecting, escaping, leaching, dumping, seepage, spill, leak, flow, discharge, disposal or emission of a Hazardous Substance into the environment, including ambient air, surface water, ground water or land.

Services: As defined in Section 2.03(a) hereof.

Services Agreements: As defined in Section 2.03(a) hereof.

Significant Casualty: That (a) the Project shall be totally destroyed by any cause, or (b) the Project or the Project Site shall be so substantially damaged or destroyed that reconstruction would require more than one (1) year to complete beyond the original scheduled Substantial Completion Date.

Significant Condemnation: That (a) title to all of the Project Site shall be taken or appropriated by a Governmental Authority under the power of eminent domain or otherwise, or (b) all of the Project Site shall be taken, confiscated, seized or requisitioned for use by any Governmental Authority under the power of eminent domain or otherwise, and any such taking, appropriation, confiscation, seizure or requisition for use pursuant to these clauses (a) and (b) is for a period that exceeds one hundred eighty (180) days or, if less, the remaining portion of Term.

Soft Cost Budget: The soft cost budget delineated as such in the Development Budget, as the same may be revised in accordance with the provisions hereof.

State: The State of Tennessee.

Sublease: That certain Sublease Agreement by and between Owner, as sublessor, District, as co-sublessee, and City, as co-sublessee, whereby Owner will lease to District and City the Project Site.

Substantial Completion Date: The date Substantial Completion is achieved.

Substantially Complete and Substantial Completion: That both (a) Architect has issued a Certificate of Substantial Completion, subject only to the completion of Punch List Items, if any, to be attached to such Certificate of Substantial Completion, and (b) the appropriate Governmental Authority has issued a temporary or permanent certificate(s) of occupancy.

Suppliers: The suppliers of materials to the Project, each of whom shall be selected by General Contractor subject to objection by Developer. Suppliers are Consultants.

Term: As defined in Section 4.01 hereof.

Termination Date: The date that is the earliest of (a) twelve (12) months after Substantial Completion, (b) the abandonment of the Project by Owner, (iii) the termination of this Agreement by Owner pursuant to the terms and provisions hereof, (iv) the termination of this Agreement by District pursuant to the terms and provisions hereof, and (v) the termination of this Agreement by Developer pursuant to the terms and provisions hereof.

Unforeseen Site Conditions: Any latent, concealed, or subsurface physical conditions that materially differ from the conditions which Developer reasonably anticipated.

Value Engineering: The engineering of the Project including, without limitation, the analysis of estimates, bids, or proposed costs and the making and adopting of recommendations of ways and means to reduce actual total Development Costs of the Project to an amount not exceeding the Fixed Price; *provided, however*, such recommendations shall not include any deletions or changes which render the Project incomplete or inadequate for its intended use as a public educational institution.

Warranty Period: Beginning on and including the Substantial Completion Date through and including the first (1st) annual anniversary thereof.

## ARTICLE II DEVELOPER'S OBLIGATIONS

Section 2.01. Engagement. Subject to the terms and conditions set forth herein, Owner hereby engages Developer for the performance of the duties herein set forth. Owner acknowledges that Developer is not a licensed architect or engineer. Subject to the provisions of this Agreement, Developer hereby accepts such engagement and, acting as an independent contractor, shall, during the Term, act as the developer in connection with the development, design, and construction of the Project. Developer agrees that it shall enter into a Construction Contract with General Contractor for Project Construction in accordance with the Construction Documents. Developer agrees that Owner and District shall be third-party beneficiaries of the Construction Contract.

### Section 2.02. Project Site.

(a) Owner shall make the Project Site available to Developer free and clear of restrictions on or impediments to Developer's use thereof for the performance of Developer's Services as set forth in this Agreement.

(b) Developer accepts the Project Site as-is, where-is, with all improvements, buildings, structures, infrastructure, defects and deficiencies, and with no representation, warranty, guarantee, promise, indemnity or other undertaking, express or implied, by Owner or District, regarding the condition of or the marketability or suitability for permitted use or value thereof. Developer acknowledges that neither Owner nor District have represented or warranted anything to Developer about the Project Site or anticipated conditions pertaining thereto, and Owner and District disclaim any representations or warranties to Developer regarding site conditions. Any information about the Project Site provided to Developer by Owner or District was provided for

informational purposes, and neither Owner nor the District can vouch for the accuracy of said information, and none of said information was provided as an inducement, representation or warranty to Developer upon which Developer is intended to rely. Developer shall perform its own due diligence and investigation regarding all Project Site conditions, whether readily observable or not, and shall not rely on any representation, warranty, statement or omission of Owner or District in entering into this Agreement. Developer shall rely solely and exclusively upon the results of its own due diligence and investigation as inducement into this Agreement.

(c) Developer shall, and shall cause General Contractor to, confine its operations to the Project Site and may not otherwise perform any construction work, preparation or staging on property of Owner, District, or other persons or entities outside the boundaries of the Project Site, except as approved in advance in writing by Owner and District and subject to such conditions as may be reasonably specified and approved by Owner or District. Developer shall not store any material or equipment on property of Owner, District, or other persons or entities outside the boundaries of the Project Site unless the off-site storage facility is properly secured, insured and bonded. Any loss or damage to stored material or equipment before installation on the Project Site shall be the responsibility of Developer and Developer shall ensure that Developer or General Contractor has appropriate insurance in place to protect against damage or expenses due to such loss or damage. Developer shall be responsible for safety at, and the securing of, the Project Site. Developer shall protect all work in place and materials stored offsite and shall at all times keep, and cause General Contractor and all other Consultants to keep, the Project Site reasonably clean and free from waste materials and rubbish. A mandatory pre-construction meeting shall be conducted by Owner and Developer prior to commencement of Project Construction for the purpose of reviewing security procedures, utility coordination, access to the Project Site, and construction coordination issues. Such meeting shall be attended, at a minimum, by Owner, District, Developer, General Contractor, and key Contractors, through their respective project managers and superintendents.

#### Section 2.03. Developer's Services.

(a) Subject to Section 3.01 hereof, Developer agrees to perform all Project Construction work and services required or necessary to complete the Project and other services customarily and reasonably within the general scope of such services and responsibilities, including, without limitation, the following (collectively, the "Services"):

(i) Negotiate and execute all agreements, purchase orders, amendments, and supplements related to Project Construction, including, without limitation, all surveys, architectural, environmental, geotechnical, and other testing or consulting service agreements, the Construction Contract, the Architectural Contract, and all other Contract Documents (collectively, as they may be amended, modified, and/or restated from time to time in accordance with the provisions hereof and thereof, the "Services Agreements"), which shall be consistent with the Development Budget, as amended;

(ii) Obtain all necessary Approvals and represent Owner as might be required by any Governmental Authority in connection therewith;

- (iii) Provide and update the Project Schedule for Owner;
- (iv) Provide assistance, oversight, and direction to Principal Consultants in developing the Construction Documents and all related submissions to any Governmental Authority;
- (v) Submit all Construction Documents and related design specifications to Owner and District for approval, and obtain such approval at least five (5) Business Days before releasing such documents for construction;
- (vi) Require General Contractor to obtain bids from Contractors in accordance with the Project Schedule;
- (vii) Diligently manage and monitor General Contractor's construction so as to keep actual construction costs within the Construction Budget;
- (viii) Provide Value Engineering and related assistance to Owner;
- (ix) Establish and implement appropriate administrative and financial controls for Project Construction, including:
  - (A) manage, coordinate, and/or work with Consultants, attorneys, and other professionals employed or retained in connection with Project Construction;
  - (B) keep Owner and District informed of Project progress on a regular basis by delivering monthly written progress reports to Owner and District no later than ten (10) Business Days after the end of each month, in the form of reports required by this Agreement ("Monthly Progress Reports"); and, if requested by the District Representative, appearing at board meetings to discuss the Monthly Progress Reports; and
  - (C) deliver an updated Project Schedule to Owner and District on a monthly basis along with the Monthly Progress Reports;
- (x) Verify services, work, equipment, materials, and labor used on the Project so that Developer will have a reasonable basis:
  - (A) to approve or disapprove requests for payment made by Consultants and any other parties with respect to Project Construction; and
  - (B) to determine that the Project is being designed, constructed, and completed in accordance with this Agreement and the Contract Documents or, if Project Construction is not being so completed, to promptly notify Owner and District;

(xi) As needed, attend job meetings and conferences required by this Agreement or called by Owner, General Contractor, or any other Consultant, and report on such conferences to Owner and District;

(xii) Review the results of, and inform Owner and District of actions to remedy, all inspections made by General Contractor, other Consultants, or any Governmental Authority;

(xiii) Prepare, file, and execute on Owner's behalf any notices of commencement and completion required or permitted to be filed on completion of the Project. As needed, act to obtain any certificates of occupancy or equivalent documents required for the occupancy of the Project (and provide copies to Owner and District);

(xiv) Following Substantial Completion, coordinate the compilation of all as-built Construction Documents, and operating and maintenance manuals for all applicable aspects of the Project. Deliver to Owner and District five (5) hard copy sets of as-built Construction Documents plus one (1) electronic copy of as-built Construction Documents;

(xv) Assist Owner and District in preparing punch list items, defect notices, or warranty claims;

(xvi) Provide Owner with any information reasonably requested by any Lender under the Construction Loan Documents, including without limitation, information relating to construction jobs as requested under a Community Benefits agreement with a Lender;

(xvii) Perform various management services, including, without limitation, all tax and NMTC Financing reporting requirements, administration of rent collection under the Sublease, administration of debt service under the Construction Loan, incorporation of the Project into the surrounding neighborhood and community, coordination with Owner and Governmental Authorities to improve surrounding infrastructure that provides safe and walkable streets and sidewalks, assisting with the expansion of the Project's connectivity to other community anchors, remediating slum and blight from the surrounding neighborhood and community via programs such as the Blight Elimination Program and the Tennessee Loan Repair Program, and all other attendant and related tasks; and

(xviii) Provide the following additional services:

(A) regularly observe and record all significant activities related to Project Construction during the Construction Phase;

(B) manage and administer compliance with all contractual requirements of Consultants and other parties with whom Owner or Developer has contracted in connection with Project Construction, and notify Owner and District in writing in the event that any such requirements are not being met;

(C) use diligent efforts to maintain a cooperative attitude among the Consultants;

(D) use diligent efforts to have General Contractor maintain on a current basis a daily written log or diary to record job conditions (including daily weather conditions, a list of important visitors or officials to the Project Site, daily progress and activities on the Project Site, which Contractors worked each day, and the number of Contractors which worked each day), which log or diary will be available to Developer, Owner, and District for review and copying upon request;

(E) use diligent efforts to cause General Contractor to keep, on behalf of General Contractor and Developer, available for inspection by Owner and District at any time, in the field office, a complete set of all Construction Documents and Contract Documents;

(F) in collaboration with Principal Consultants, use procedures to expedite the processing and approval of shop drawings;

(G) use diligent efforts to have General Contractor maintain on a current basis a log of approvals of requests for information (“RFI’s”), submittals, and shop drawings to make sure all such terms and drawings have been properly approved by General Contractor before starting related work;

(H) use diligent efforts to have General Contractor receive material samples furnished at the Project Site by other Consultants, record the date the samples (or copies) are received and from whom, and notify Owner and District, if applicable, of the availability of the samples for examination;

(I) direct General Contractor to review and approve any RFI from Owner as necessary, and see that proper clarifications are issued, with all clarifications noted in the Construction Drawings, dated, and initialed by the issuing party;

(J) attend all construction meetings and conferences and use diligent efforts to have General Contractor prepare complete and accurate minutes for all such meetings and issue them to all parties who attended or as Owner and/or District may direct;

(K) subject to the requirements of the Agreement, use reasonably diligent efforts to coordinate the processing of any Change Orders and submissions to Owner and District for approval;

(L) perform periodic Project Site supervision and observations of Project work in progress as a basis for determining conformance of such work and

any materials and equipment with the Construction Documents, and report any defective work or deficiencies to General Contractor, Owner, and District;

(M) verify and confirm the progress of the Project work and the amounts requested by General Contractor for payment;

(N) coordinate Project Site safety with General Contractor.

(b) Developer shall perform the Services and deliver the finished Project to Owner at a total cost to Owner equal to the Fixed Price. Developer shall cause all Development Costs to be paid either from the proceeds of Draws promptly upon receipt from Owner or, with respect to Development Cost Overruns, as set forth in Section 6.01 hereof.

(c) Developer shall be permitted to contract with any qualified Consultant to perform any one or more of the Services; *provided, however*, regardless of how Developer may contract for or obtain any services, labor, or materials in connection with the development of the Project, Developer shall have the responsibility to Owner for the completion of the Project in accordance with this Agreement and as set forth in the Construction Documents, within the time period set forth herein, and at a cost not to exceed the Fixed Price.

(d) Developer shall perform the Services in accordance with the standard of care and expertise normally employed by development firms performing similar services, and all duties under this Agreement shall be measured and interpreted in accordance with such standard of performance.

(e) Prior to Final Completion, Developer shall obtain and submit to Owner and District all certifications by Developer, General Contractor, Architect, and others, together with schedules, documents, and copies of documents, permits and approvals, application for payment, monthly progress reports, and any other information required hereunder.

(f) Notwithstanding anything to the contrary contained herein, Developer shall not be responsible for and the Services shall not include any line item set forth in the Madison Academic School Project Responsibility Matrix and the responsibility for which has been assumed and undertaken by a party other than Developer.

#### Section 2.04. Development Team.

(a) Developer shall supply qualified staff and employ qualified and appropriately licensed Consultants to perform all of the Services in a prompt and timely manner. All such qualified staff shall be paid by Developer from the Development Fee, and all such qualified and appropriately licensed Consultants shall be paid from the Development Budget.

(b) Developer confirms that Developer's team includes the Contractors and Consultants listed in Exhibit "E" attached hereto and made a part hereof.

(c) Developer has assigned to the Project the following persons (collectively referred to herein as “Key Personnel”), who shall be available to Owner for consultation at all reasonable times:

NAME	POSITION
Pete Evans	Developer Representative
Lance Henderson	Developer Representative
Ray Washington	District Representative
Vicki Lake	Owner Representative

Key Personnel shall provide such time commitments as may be reasonably necessary so that the Services are properly performed in accordance with this Agreement.

(d) Developer Representative shall be the liaison and coordinator among Owner, District, and Developer, shall be the principal person responsible to Owner and District for the management of the Project and shall have the full authority to bind Developer and District hereunder, including the authority to negotiate and execute Change Orders.

(e) In the performance of this Agreement, Developer and Consultants shall comply with all Applicable Laws, including those affecting employees. Developer, Consultants, and all personnel used or employed by Developer and/or Consultants to perform the Services shall have and keep all required or necessary licenses, permits, and insurance coverages.

Section 2.05. Limitations and Restrictions.

(a) Developer agrees to act in good faith and with prudence and diligence in performance of the Services; *provided, however*, Developer shall not be liable for any delay, loss, or damage to Owner to the extent that such delay, loss, or damage is caused by Owner’s failure to provide Developer upon request with funds necessary to permit Developer to perform hereunder.

(b) Developer, Consultants, and their respective contractors, subcontractors, subconsultants, agents, employees, and others supplying labor, equipment, or material by or through them to the Project may not do either of the following without Owner’s prior written consent (and in the case of item (ii) of this Subsection, without District’s prior written consent)

(i) make any expenditure or incur any obligation on behalf of Owner unless otherwise permitted by this Agreement; or

(ii) make any change to the Construction Documents or the Guaranteed Date, unless otherwise permitted by this Agreement.

(c) Notwithstanding anything to the contrary contained herein, Developer may take the actions described in subparagraphs (b)(i) of this Section without Owner’s prior written consent, if:

(i) Developer in its reasonable, good faith judgment considers that such action is necessary to preserve the structural integrity of the Project or to protect the safety and welfare of people or property. If Developer takes such action, Developer shall immediately notify Owner of the action taken, and, if required under Section 2.06 hereof, an appropriate Change Order shall be issued in connection therewith.

(ii) Such action is necessary to comply with the requirements of a Governmental Authority.

(iii) Developer requests that Owner or District consent to such action in writing, and Owner or District (as applicable) fails to respond to such request within five (5) Business Days after the date of such request

Section 2.06. Change Orders.

(a) Developer shall not modify the Construction Documents or utilize a Change Order except upon the terms and conditions set forth in this Section.

(b) The following modifications to the Construction Documents which are undertaken by Developer shall not require the approval of either Owner or District:

(i) Minor Field Changes;

(ii) Code Compliance Changes; and/or

(iii) A shift by Developer from one (1) line item in the Development Budget to another line item that does not increase the total amount of the Development Budget;

(c) Except for those modifications set forth in the preceding subsection (b), any modification of the Construction Documents that either Developer, Owner, or District may deem necessary or desirable shall be requested of the other Parties via a Change Order Request which shall set forth in detail the nature of the requested modification. Upon agreement in writing by Developer and Owner of any adjustments in time and/or costs for the Services necessitated by any Change Order Request, and upon approval thereof by District, such Change Order Request and the associated estimated changes in time and/or cost shall constitute a Change Order.

(i) If such Change Order would not result in an increase in the total amount of the Development Budget or an extension of the Guaranteed Date, no further action shall be required in connection with such Change Order.

(ii) If such Change Order would, in and of itself, constitute an Additive Change Order, it will be valid and effective only (A) if Developer agrees that after payment of such additional costs, sufficient funds remain in the Development Budget to complete the Project in accordance with this Agreement; (B) if the Additive Change Order were paired

with a Deductive Change Order in an amount such that the total amount of the Development Budget, after accounting for the net effect of the paired Change Orders, would not result in an increase in the total amount of the Development Budget; (C) if, as a result of net decreases in the total amount of the Development Budget due to any prior Deductive Change Order(s) or savings from other line items in the Development Budget, the Additive Change Order would not increase the total amount of the Development Budget; (D) in the case of a Force Majeure Event, if the Change Order would result in an increase in the total amount of the Development Budget or a delay of the Guaranteed Date, Owner shall agree that, after Value Engineering and other efforts of the Parties to address any potential shortfall have been undertaken, and upon exhaustion of all of the proceeds of the Construction Loan and any other available Project funds, funds are required to complete the Project Construction, Owner shall deposit an amount equal to any such increase attributable to the Change Order in the Project Development Account and/or agree in writing to an appropriate extension of the Guaranteed Date, as applicable.

(d) Each Change Order Request initiated by Developer shall be delivered to Owner and District by email pursuant to Section 10.03(iii) hereof and contain all information reasonably necessary for Owner and District to evaluate the proposed change. District shall respond within five (5) business days after receipt of the Change Order Request, and the Change Order Request will be deemed approved if there is a failure to respond to the Change Order Request by District within the 5-day period.

(e) Agreement on any Change Order Request shall constitute a final settlement on all direct costs covered therein, subject to performance thereof and payment therefor pursuant to the terms of this Agreement.

(f) Change Orders requested by Owner or District which are outside the scope of the Construction Documents and which increase the total amount of the Development Budget shall be at the sole cost and expense of Owner or District whichever requests such Change Order.

#### Section 2.07. Insurance Obligations

(a) Throughout the Term, Developer shall acquire and maintain in force Developer's Insurance, and such Developer's Insurance shall be a cost of the Project.

(b) Owner and Developer waive all rights against each other and the agents, employees, and Affiliates of each, for damages caused by fire or any other peril to the extent covered by any property insurance obtained under this Section or any other property insurance applicable to the Project Construction, except rights to proceeds of that insurance.

(c) Developer shall cause General Contractor to obtain and maintain property casualty insurance pursuant to this Agreement and as set forth in Exhibit "C" attached hereto and made a part hereof. In the event Developer fails to cause such insurance coverages to be obtained, Developer shall pay all costs of restoration of the Project arising from such uninsured event.

(d) Developer shall cause Architect to obtain and maintain professional errors and omissions insurance coverage with limits in amounts reasonably acceptable to Owner and District.

Section 2.08. Environmental Matters.

(a) Except for its agents and employees fully qualified to do so and then in full compliance with all Environmental Laws, Developer may not:

(i) direct, suffer, or permit any of its Project agents and employees to handle, use, manufacture, store, or dispose of any Hazardous Substance in or about the Project Site; or

(ii) knowingly or negligently suffer or permit:

(A) any Hazardous Substance to be used by any third-party in any manner not fully in compliance with all Environmental Laws; or

(B) any Hazardous Substance to be used, handled, manufactured, stored, remediated, abated, released or disposed of by its agents, employees, Consultants, or by any other third-party in any manner not fully in compliance with all Environmental Laws; or

(C) the Project Site to become contaminated with any Hazardous Substance.

(b) Notwithstanding the foregoing, Developer may handle, store, use, or dispose of any Hazardous Substance to the extent customary and necessary for the performance of Developer's duties hereunder to the extent the same is done in a safe and lawful manner, and in full compliance with all Environmental Laws. Developer shall also take reasonable precautions to prevent any handled, stored, used, or disposed Hazardous Substance from contaminating the Land or the environment or violating any Applicable Laws.

(c) Developer shall promptly provide Owner with complete and accurate copies of all disposal tickets for materials (hazardous or not) from the Project Site that are disposed of off the Project Site.

Section 2.09. Developer Records.

(a) Developer will establish and maintain at its office designated in the notice provision of this Agreement a complete set of books, accounts, records, plans and files (including the Plans and Specifications) for the Project. Such records shall be sufficient for the preparation of financial statements in accordance with GAAP. All books and records made or kept by Developer pertaining to the Project shall be available for and subject to audit, inspection, and copying by Owner or Owner Representative and District or District Representative during normal business hours and after reasonable notice. Developer shall cooperate with Owner and District to provide copies of

documents necessary to Owner and District upon the reasonable request of Owner or District and payment of reasonable costs to Developer.

(b) Business and financial records shall be maintained by Developer and available to Owner and District for three (3) years after Final Completion; *provided, however*, records regarding any dispute involving the Project shall be retained for at least three (3) years following the resolution of such dispute. Before destruction of any such records by Developer, Developer shall notify Owner and District of its intention to destroy the records and, upon request of Owner or District, Developer shall make the records available to the requesting Party for transfer, at the sole expense of such requesting Party.

(c) If requested, Developer shall cooperate with Owner and District to ensure the proper and timely filing of all forms, reports and returns required by Governmental Authorities and relating to the Project.

#### Section 2.10. Construction Warranties.

(a) Developer shall cause to be warranted to Owner and District by Consultants that the completed Project will be in conformity with the Construction Documents and free of material defects in workmanship and materials during the Warranty Period. Developer shall assist Owner and District in conducting a warranty inspection of the Project prior to the expiration of the Warranty Period. Developer shall assist Owner and District in enforcement of warranties and coordinate all warranty work until all provisions of the Warranty Period are satisfied. Developer shall be entitled to reimbursement for all reasonable costs incurred in conducting such warranty inspections, in enforcement of warranties and in the coordination of all warranty work, including without limitation, travel, lodging, professional fees incurred to third parties, and the like, to the extent that any defect in the work under warranty was not due to the fault or neglect of Developer.

(b) At least thirty (30) days before the expiration of the Warranty Period, Owner or District may deliver to Developer a list of defects in workmanship and materials. Developer shall cause General Contractor or other appropriate Consultants to repair or replace any defective part of the Project promptly after its discovery during the Warranty Period. For purposes of this Section, “defects in workmanship and materials” shall not include ordinary wear and tear, misuse, abuse, or improper maintenance. Such warranties also apply to all utility facilities, including transmission lines, constructed or installed as part of the Project (including the portions thereof outside the Project Site) and shall run for one (1) year after the Substantial Completion Date.

(c) Warranties required by the Construction Documents and this Agreement shall commence on the Substantial Completion, Date or designated portion thereof if not all buildings are Substantially Complete, unless otherwise provided in this Agreement or the Certificate of Substantial Completion.

(d) NOTWITHSTANDING THE FOREGOING, NEITHER DEVELOPER NOR GENERAL CONTRACTOR MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES OR THE IMPROVEMENTS OTHER THAN AS EXPRESSLY

CONTAINED HEREIN, WITH RESPECT TO DEVELOPER, OR IN THE CONSTRUCTION CONTRACT, WITH RESPECT TO GENERAL CONTRACTOR, AND BOTH DEVELOPER AND GENERAL CONTRACTOR HEREBY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 2.11. Payment Bond and Performance Bond. Developer shall cause General Contractor to provide payment and performance bonds from a surety approved by Owner and in the form attached hereto as Exhibit “G” and made a part hereof (each bond to be in the amount of the Construction Budget, with General Contractor as contractor and principal, Developer, as developer, and Owner and District as owner/obligee).

### ARTICLE III DEVELOPER’S COMPENSATION

#### Section 3.01. Development Fee.

(a) In consideration of the performance of Developer’s Services relating to the development of the Project as set forth in this Agreement, Owner shall pay Developer the Development Fee of \$279,973.00, which shall be deemed earned and shall be payable as follows:

(i) Fifty percent (50%) of the Development Fee (\$139,986.50) shall be deemed earned and shall be due and payable on the Effective Date.

(ii) Thirty percent (30%) of the Development Fee (\$83,991.90) shall be deemed earned and shall be due and payable in fifteen (15) equal monthly installments of \$5,599.46, with the first such installment due on the first day of the month following the commencement of the Construction Phase and the remainder of such installments due on the first (1st) day of each month thereafter.

(iii) Twenty percent (20%) of the Development Fee (\$55,994.60) shall be deemed earned and shall be due and payable upon Substantial Completion.

(b) Development Fee payments may be delayed or withheld in whole or in part if there exists a Developer Default Event. If Owner so withholds payment, then, upon Developer curing or otherwise resolving such Developer Default Event, the installment schedule set forth in foregoing subsection (ii) shall be recalculated based on a revised Project Schedule prepared by Developer to reflect the Developer Default Event and subject to approval by Owner and District. Development Fee payments shall not be delayed or withheld for any reason other than an uncured Developer Default Event.

Section 3.02. Construction Oversight Fee. Owner shall pay Henry Turley Company LLC the Construction Oversight Fee pursuant to and in accordance with the Construction Oversight Agreement.

Section 3.03. Interest on Developer Compensation. Any amount payable to Developer pursuant to this Article which is not paid on the due date therefor shall bear interest at the Overdue Rate from the due date to the date paid by Owner.

ARTICLE IV  
TERM; COMPLETION

Section 4.01. Term. The term of this Agreement (the “Term”) shall be the period commencing on the Effective Date and ending on the Termination Date or otherwise as provided in this Agreement. The Parties recognize that Developer has performed some Services prior to the Effective Date. Further, the Parties acknowledge and agree that Developer’s services under Section 2.03(a)(xvii) hereof shall expressly survive the termination of this Agreement.

Section 4.02. Substantial Completion.

(a) When Developer considers that the Services for the Project have been substantially performed, Developer shall so notify Owner and District in writing. Upon receipt of Developer’s notification, Owner and District, together with Architect and Developer, shall make an inspection of the Project Site during which the Parties shall prepare a list of Punch List Items, which enumerates those items that remain to be completed and the estimated costs before the Project can be considered Finally Complete. General Contractor shall, before the Project is considered Finally Complete, complete or correct such Punch List Items the resolution of which Developer will oversee.

(b) Developer shall achieve Substantial Completion not later than the Guaranteed Date, which may be extended at no expense to or obligation of Developer due to the occurrence of any Completion Delay Event. Owner and District understand and agree that Developer and General Contractor may adjust near-term schedules from time to time in order for Developer to achieve Substantial Completion by the Guaranteed Date. The Parties agree that the Guaranteed Date shall be extended one (1) day for each day which Financial Closing occurs after March 1, 2020 at no expense to or obligation of Developer.

(c) (i) In the event that District shall not be able to occupy and operate the Project on or before the Guaranteed Date (subject to any extensions of that date as expressly provided for in this Agreement), Developer shall pay to Owner Two Thousand and No/100 Dollars (\$2,000.00) per day following the Guaranteed Date while Owner is unable to use the Project for its intended purpose (“Delay Damages”). Developer’s liability for Delay Damages shall not begin to accrue until the date following the Guaranteed Date, as such date may be extended pursuant to this Agreement.

(ii) Any liquidated damages assessed pursuant to this Section shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages, whether special or consequential, and of whatsoever nature, incurred by Developer that are occasioned by any delay in achieving Substantial Completion on or before the Guaranteed Date. The Parties have bargained for this stipulated damages

provision, giving consideration to the following: The Parties recognize that failure of the Project to open on schedule would cause Owner and District to suffer loss of services available to District students, upheaval and distress to District students during their school year, which damages are impossible to determine with certainty. The Parties further recognize that the failure of the Developer to reach Substantial Completion may cause Owner to sustain additional interest carry costs. As such, the damages to be suffered by Owner and District in the event of a failure by Developer to timely reach Substantial Completion of the relevant buildings are difficult to quantify and the parties wish to stipulate to the amount thereof. In addition, the Parties expressly agree that all stipulated damages herein are not in any way a penalty.

(iii) Payment by Developer under this Section shall be monthly in arrears on the tenth (10th) day of each month, or if such day is not a Business Day, on the immediately succeeding Business Day.

#### Section 4.03. Completion Delay Events.

(a) The Parties acknowledge that Project Construction may be delayed for reasons beyond Developer's control. Therefore, the Parties agree that the Guaranteed Date shall be extended one (1) day for each day of any delay in the achievement of Substantial Completion caused by Completion Delay Events. Other than Completion Delay Events, no other event, circumstance, or occurrence shall be the basis for an extension of the Guaranteed Date under this Section. Notwithstanding the foregoing, in the event delays to the Project are encountered for any reason, the Parties agree to undertake all reasonable steps to mitigate the effect of such delay.

(b) Upon the occurrence of an event which constitutes or may constitute a Completion Delay Event, Developer shall notify Owner and District as soon as possible (but in any event within fifteen (15) Business Days) and shall keep complete, detailed, and accurate records relating to such event including, without limitation, the precise effect on Developer's ability to perform the Services. If Developer asserts that an event constitutes or may constitute a Completion Delay Event, Developer shall provide to Owner and District a detailed written description of such event and why it constitutes a Completion Delay Event. The determination that a Completion Delay Event has occurred must be evidenced by written affirmation of Architect.

#### Section 4.04. Final Completion.

(a) For purposes of this Agreement the Project will be deemed finally complete ("Finally Complete" or "Final Completion") shall be deemed to have occurred) when:

(i) All Services are fully performed and the Project Improvements are constructed in accordance with the Construction Documents (including completion of all Punch List Items), all buildings and facilities have been thoroughly cleaned and no work whatsoever remains to be done to complete the Services required by this Agreement (except ongoing warranty oversight); and

(ii) Developer has delivered to Owner and District the Architect's certificate stating that (A) the Project has been completed in accordance with all Construction Documents as approved (or deemed approved) by Owner and District, and (B) no Punch List Item remains incomplete; and

(iii) All required final certificates of occupancy are issued by the appropriate Governmental Authorities; and

(iv) the Project is free from all Liens and Claims asserted against Owner or its interests by Consultants (as evidenced in part by Developer's delivery to Owner of final, fully and properly executed lien waivers and releases from all such Consultants) except to the extent such Liens or Claims have been filed or asserted as a result of Owner's failure to satisfy its payment obligations hereunder; and

(v) Owner and District shall have received an "as built" ALTA/ACSM survey of the Project Site certified to Owner showing no encroachments by the Project on or over any property outside the Project Site and otherwise reasonably acceptable to Owner and District; and

(vi) All appropriate Governmental Authorities having jurisdiction over the Project have given their final approval of the Project; and

(vii) Developer has delivered to Owner and District all Construction Documents, operation and maintenance manuals for materials, equipment and systems incorporated into the Project, completed all Owner and District training, and provided and assigned to Owner all warranties and related items required by the Contract Documents; and

(viii) Expiration of thirty (30) days after filing Notice of Completion in Madison County Register's Office.

(b) Final Completion shall occur within a reasonable time after the Substantial Completion Date, but in no event later than one hundred twenty (120) days after the Substantial Completion Date; *provided however*, if one or more of the above conditions to Final Completion shall be unfulfilled sixty (60) days after written notice thereof from Developer to Owner due solely to any Owner Default, then Developer may disregard that condition and declare the Project Finally Complete under this Agreement.

## ARTICLE V REPRESENTATIONS AND WARRANTIES

Section 5.01. Developer's Representations and Warranties. Developer makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The execution and delivery by Developer of this Agreement, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof and thereof (i) are within the power, legal right, and authority of Developer; (ii) are legal and will not conflict with or constitute on the part of Developer a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of Developer under the provisions of, any charter instrument, bylaw, operating agreement, indenture, mortgage, deed of trust, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which Developer is a party or by which Developer or its properties are otherwise subject or bound, or, to its knowledge, any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over Developer or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate action on the part of Developer. This Agreement is the valid, legal, binding, and enforceable obligation of Developer except as such enforceability may be limited by Debtor Relief Laws that affect the enforcement of creditors' rights in general and the availability of equitable remedies and, in the case of indemnification obligations, public policy. The officer of Developer executing this Agreement is duly and properly in office and is fully authorized and empowered to execute the same for and on behalf of Developer.

(b) Developer is a limited liability company of the State and is in good standing under the laws of the State, and is duly qualified to transact business in the State.

(c) To the best of Developer's knowledge, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of Developer, threatened against or affecting Developer in any court or by or before any Governmental Authority or arbitration board or tribunal that involve the likelihood of materially and adversely affecting the properties, business, prospects, profits, operations, or condition (financial or otherwise) of Developer, the ability of Developer to perform its obligations hereunder, or the transactions contemplated hereby; or that, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to which Developer is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby, nor is Developer aware of any facts or circumstances currently existing that would form the basis for any such action, suit, or proceeding. Developer is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, Governmental Authority, or arbitration board or tribunal. All tax returns (federal, state, and local) required to be filed by or on behalf of Developer have been duly filed (or an extension timely filed), and all taxes, assessments, and other Governmental Charges shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by Developer in good faith, have been paid or adequate reserves have been made for the payment thereof.

(d) Neither Developer nor any of its business or properties, nor any relationship between Developer and any other Person, nor any circumstance in connection with the execution, delivery, and performance by Developer of its obligations under this Agreement is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any Governmental Authority on the part of Developer in

connection with the execution, delivery, and performance of this Agreement or the consummation of any transaction herein contemplated, except as shall have been obtained or made and as are in full force and effect, except as are not currently obtainable. To the knowledge of Developer, it will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of Governmental Authorities as may be required on or prior to the date Developer is legally required to obtain the same.

(e) No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of Developer, it is not in default or violation in any material respect under any charter instrument, bylaw, operating agreement, or other agreement or instrument to which it is a party or by which it may be bound. For purposes of this subsection (e), a default or violation shall be deemed “material” if it would adversely affect the ability of Developer to perform its obligations hereunder.

(f) To the knowledge of Developer, it is not in violation of Applicable Laws to which it is subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (that are currently obtainable) necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain might materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of Developer.

Section 5.02. Owner’s Representations and Warranties. Owner makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The execution and delivery by Owner of this Agreement, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof and thereof (i) are within the power, legal right, and authority of Owner; (ii) are legal and will not conflict with or constitute on the part of Owner a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of Owner under the provisions of, any charter instrument, bylaw, operating agreement, indenture, mortgage, deed of trust, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which Owner is a party or by which Owner or its properties is otherwise subject or bound, or, to its knowledge, any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or Governmental Authority or body having jurisdiction over Owner or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate corporate action on the part of Owner. This Agreement is the valid, legal, binding, and enforceable obligation of Owner except as such enforceability may be limited by Debtor Relief Laws that affect the enforcement of creditors’ rights in general and the availability of equitable remedies and, in the case of indemnification obligations, public policy. The officer executing this Agreement is duly and properly in office and is fully authorized and empowered to execute the same for and on behalf of Owner.

(b) Owner is a nonprofit public benefit corporation of the State and is in good standing under the laws of the State, and is duly qualified to transact business in the State.

(c) To the best of Owner's knowledge, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of Owner, threatened against or affecting Owner in any court or by or before any Governmental Authority or arbitration board or tribunal that involve the likelihood of materially and adversely affecting the properties, business, prospects, profits, operations, or condition (financial or otherwise) of Owner, the ability of Owner to perform its obligations hereunder, or the transactions contemplated hereby; or that, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to which Owner is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is Owner aware of any facts or circumstances currently existing that would form the basis for any such action, suit, or proceeding. Owner is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, Governmental Authority, or arbitration board or tribunal. All tax returns (federal, state, and local) required to be filed by or on behalf of Owner have been duly filed (or an extension timely filed), and all taxes, assessments, and other Governmental Charges shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by Owner in good faith, have been paid or adequate reserves have been made for the payment thereof.

(d) Neither Owner nor any of its business or properties, nor any relationship between Owner and any other Person, nor any circumstance in connection with the execution, delivery, and performance by Owner of its obligations under this Agreement is such as to require any additional consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any Governmental Authority on the part of Owner in connection with the execution, delivery, and performance of this Agreement or the consummation of any transaction herein contemplated, except as shall have been obtained or made and as are in full force and effect, except as are not currently obtainable. To the knowledge of Owner, it will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of Governmental Authorities as may be required on or prior to the date Owner is legally required to obtain the same.

(e) No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of Owner, it is not in default or violation in any material respect under any charter instrument, bylaw, operating agreement, or other agreement or instrument to which it is a party or by which it may be bound. For purposes of this subsection (e), a default or violation shall be deemed "material" if it would adversely affect the ability of Owner to perform its obligations hereunder.

(f) To the knowledge of Owner, it is not in violation of any Applicable Laws to which it is subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (that are currently obtainable) necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain might materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of Owner.

(g) The Project will be utilized exclusively for Owner's exempt purposes; accordingly, it qualifies for an exemption from *ad valorem* taxes levied by the State, pursuant to Tenn. Code Ann. § 67-5-212.

Section 5.03. District's Representations and Warranties. District makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The execution and delivery by District of this Agreement, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof and thereof (i) are within the power, legal right, and authority of District; (ii) are legal and will not conflict with or constitute on the part of District a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of District under the provisions of, any charter instrument, bylaw, operating agreement, indenture, mortgage, deed of trust, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which District is a party or by which District or its properties is otherwise subject or bound, or, to its knowledge, any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or Governmental Authority or body having jurisdiction over District or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate corporate action on the part of District. This Agreement is the valid, legal, binding, and enforceable obligation of District except as such enforceability may be limited by Debtor Relief Laws that affect the enforcement of creditors' rights in general and the availability of equitable remedies and, in the case of indemnification obligations, public policy. The officer executing this Agreement is duly and properly in office and is fully authorized and empowered to execute the same for and on behalf of District.

(b) District is a governmental entity and political subdivision of the state of Tennessee.

(c) To the best of District's knowledge, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of District, threatened against or affecting District in any court or by or before any Governmental Authority or arbitration board or tribunal that involve the likelihood of materially and adversely affecting the properties, business, prospects, profits, operations, or condition (financial or otherwise) of District, the ability of District to perform its obligations hereunder, or the transactions contemplated hereby; or that, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to which District is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is District aware of any facts or circumstances currently existing that would form the basis for any such action, suit, or proceeding. District is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, Governmental Authority, or arbitration board or tribunal. All tax returns (federal, state, and local) required to be filed by or on behalf of District have been duly filed (or an extension timely filed), and all taxes, assessments, and other Governmental Charges shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by District in good faith, have been paid or adequate reserves have been made for the payment thereof.

(d) Neither District nor any of its business or properties, nor any relationship between District and any other Person, nor any circumstance in connection with the execution, delivery, and performance by District of its obligations under this Agreement is such as to require any additional consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any Governmental Authority on the part of District in connection with the execution, delivery, and performance of this Agreement or the consummation of any transaction herein contemplated, except as shall have been obtained or made and as are in full force and effect, except as are not currently obtainable. To the knowledge of District, it will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of Governmental Authorities as may be required on or prior to the date District is legally required to obtain the same.

(e) No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of District, it is not in default or violation in any material respect under any charter instrument, bylaw, operating agreement, or other agreement or instrument to which it is a party or by which it may be bound. For purposes of this subsection (e), a default or violation shall be deemed “material” if it would adversely affect the ability of District to perform its obligations hereunder.

(f) To the knowledge of District, it is not in violation of any Applicable Laws to which it is subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (that are currently obtainable) necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain might materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of District.

## ARTICLE VI

### DEVELOPMENT COSTS; PROJECT SCHEDULE; AND DRAW REQUESTS

#### Section 6.01. Development Costs.

(a) Owner and District have approved the Development Budget attached hereto as Exhibit “B”, as may be amended as needed to reflect changes to the Project approved by Owner and District. Developer may reallocate demonstrated costs savings in any line item(s) of the Development Budget to other line item(s) of the Development Budget so long as the Fixed Price is unaffected.

(b) The duties and obligations of Developer hereunder are subject to sufficient funds being made available to the Project in order for Developer to perform such duties and obligations. The Parties acknowledge and agree that the only source of funds available for payment of Development Costs are the proceeds derived from (i) the Construction Loan, (ii) Owner’s or District’s own funds under the circumstances described in Section 2.06(f) hereof, or (iii) Developer’s own funds in the event of Development Cost Overruns.

(c) In the event of Development Cost Overruns despite reallocation of savings and amendment of the Project Budget, Developer agrees to pay for any Development Cost Overrun, as hereinafter provided:

(i) Developer is not responsible for any Development Cost Overrun resulting from (A) a Force Majeure Event, (B) Owner Delay, (C) change order requested by Owner or District pursuant to Section 2.06(f) hereof, (D) Significant Casualty as provided in Section 7.02(b) hereof, and/or (E) Partial Condemnation as provided in Section 7.03(c) hereof.

(ii) Developer shall notify Owner and District within five (5) days after determining that actual Development Costs will exceed the Fixed Price and shall set forth in such notice Developer's estimation of Development Cost Overruns. Developer shall promptly inform Owner and District of any changes to the Development Cost Overruns payable by Developer. Developer agrees to indemnify and hold Owner and District harmless from and against any liability for payment of the Development Cost Overruns.

(iii) Developer's responsibility for any Development Cost Overrun is subject to Developer's right to engage in Value Engineering in accordance with Section 6.06 hereof.

(iv) Developer shall pay or cause to be paid all Development Cost Overruns on or prior to the date any such Development Cost Overruns shall be due and payable. With respect to any work attributable to Development Cost Overruns, Developer shall be required to furnish to Owner all of the information otherwise required for a Draw Request pursuant to the provisions hereof, even though Developer is required to pay all such Development Cost Overruns. Promptly upon payment of any Development Cost Overruns, Developer shall obtain and furnish to Owner lien waivers with respect to the Development Cost Overruns paid and the work performed in connection therewith.

(v) Notwithstanding anything in this Agreement, Developer shall not be responsible for the payment of any Development Cost Overruns until all of the proceeds of the Construction Loan and any other available Project funds provided for in the Development Budget have been exhausted.

#### Section 6.02. Project Schedule.

(a) Owner and District have approved the Project Schedule attached hereto as Exhibit "D", as may be amended as needed to reflect changes to the Project approved by Owner and District.

(b) Developer shall provide Owner with information in connection with updating the Project Schedule as construction progresses, and the Project Schedule shall be modified from time to time based on such updates to the extent such modifications are approved in writing by Owner, District, and Developer. If the development and construction of the Project does not progress in accordance with the dates required by the Project Schedule, Developer shall advise Owner of all

reasonably available means to speed up the work, including utilization of overtime, additional work crews and alternate material suppliers.

#### Section 6.03. Project Development Account.

(a) Within ten (10) Business Days after the Effective Date, Developer shall open and thereafter keep open one (1) operating account (the “Project Development Account”). The Project Development Account shall be at Truist Bank located in Memphis, Tennessee, and both Developer and Owner shall be authorized signatories on the account, although absent a Developer Default, only Developer’s signature on checks drawn on the Project Development Account shall be required.

(b) Developer shall deposit or cause to be deposited by Lender, all Draws and Development Fee installments into the Project Development Account. Developer shall make all Project payments to itself and Consultants (other than General Contractor) from the Project Development Account. Developer shall make, keep, and furnish to Owner, upon request, accurate records of all deposits and withdrawals from the Project Development Account. Each withdrawal record made by Developer shall indicate the associated Draw Request, the payee, the amount, the date, the type of Development Cost involved, and any other information that Owner or Lender reasonably requires.

(c) All funds in the Project Development Account shall be separate from, and not commingled with, all other funds of Developer.

(d) If there exists an uncured Developer Default Event, then Owner, following the expiration of any cure period set forth herein, may assume sole control of the Project Development Account during the pendency of such uncured Developer Default Event after ten (10) Business Days’ notice to Developer. During such time, (x) Owner shall be solely liable for payment of all sums held in and disbursed from the Project Development Account, (y) Developer shall not be held responsible for any action or inaction of Owner related to the Project Development Account, and (z) Owner shall indemnify Developer for any actions taken by or failed to be taken by Owner related to Owner’s takeover of the Project Development Account.

(e) The Parties agree that a disbursement agreement will be entered into with respect to disbursement process relating to the Construction Loan. To the extent that the foregoing provisions of this Section 6.03 conflict with the provisions of such disbursement agreement, the Parties agree that the provisions of disbursement agreement shall control.

#### Section 6.04. Draw Requests and Draws.

(a) Developer shall make all requests (“Draw Requests”) for payments of Development Costs (“Draws”) in writing to Owner. Only one (1) Draw Request may be made in any thirty (30) day period, each Draw Request shall be made at least fifteen (15) days prior to the date funds are requested to be made available, and all Draw Requests shall be subject to the prior approval of Owner and Developer. Draws may be used only to pay for Development Costs incurred.

(b) Draw Requests shall include the following and any other information reasonably required by Owner and/or Lender (a copy of which shall be provided to District):

(i) Summary Report: A listing, by Development Budget line item, of Development Costs incurred, in the form and specificity reasonably required by Owner.

(ii) Detail Report: A listing by Consultant for each of the Development Budget line items listed in the Summary Report, in the form and specificity reasonably required by Owner.

(A) *Supporting Documentation*. A copy of all schedules of values for amounts of at least Ten Thousand Dollars (\$10,000) (and, if requested by Owner, for lesser amounts for particular items) or other documentation supporting the total amount of the current Draw Request, including:

(1) An Application and Certificate of Payment (AIA Document G702), or other document acceptable to Owner, which shall include certifications by General Contractor, Architect, and Developer that Project Construction to the date of the Draw Request is in substantial compliance with the Construction Documents and certification by Architect of the percentage of completion of Project Construction as of date of the Draw Request;

(2) A copy of General Contractor's application for payment, including its conditional lien waivers on progress payments for work in process;

(3) Contractors' duly executed unconditional lien waivers (AIA Document G706) for progress payments made from the previous Draw; and

(4) Other documents reasonably necessary to support Development Costs to be paid by the Draw.

(B) *General Ledger Detail Report*: A cash-basis general ledger reflecting all activity from the date of the most recent Draw Request to the date of the current Draw Request.

(C) *Statement of Cash Receipts and Disbursements*: A listing of all sources and uses of cash from the date of the most recent Draw Request to the date of the current Draw Request.

(D) *Other Supporting Documentation*: All other documents and information reasonably required by Owner or Lender under the Construction Loan Documents.

(c) Owner and Developer acknowledge and agree that written approval of a particular Draw Request by Owner is a prerequisite to funding of such Draw Request or any portion thereof. Owner, upon receipt of the Draw Request from Developer, shall promptly approve of such Draw Request that are proper for approval so that Developer may process the Draw Request and pay all such costs; *provided, however*:

(i) If Owner shall dispute a Draw Request, Owner shall notify Developer in writing within ten (10) Business Days of Owner's receipt thereof.

(ii) Upon receipt of such a dispute notice, Developer shall provide any additional information or documentation to Owner to explain the nature and propriety of the amount in question.

(iii) If Owner shall continue to dispute a Draw Request after receiving such additional information or documentation, Owner shall notify Developer in writing within five (5) Business Days of Owner's receipt of such additional information or documentation.

(iv) Any failure to dispute a Draw Request, or to continue to dispute a Draw Request, within the ten (10) and five (5) Business Day periods described in paragraphs (i) and (ii) of this subsection (c) shall be deemed to constitute acceptance of such Draw Request by Owner.

(v) District shall be provided written notification of Owner's approval or dispute of a Draw Request.

(d) Developer shall discharge or cause to be discharged of record by bond or otherwise, within twenty (20) days following the date whereupon Developer receives actual knowledge of the filing, of any Lien or Claim filed against the Project for work or materials claimed to have been furnished at Developer's request to or for the benefit of Developer and/or the Project. If Developer shall fail to cause such Lien or Claim to be so discharged or bonded within such period, in addition to any other right or remedy Owner may have, Owner may, but shall not be obligated to, discharge such Lien or Claim by procuring the discharge of such Lien or Claim by the deposit in a court or by bonding, and, in any event, Owner shall be entitled, if Owner shall so elect, to compel the prosecution of any action for the foreclosure of such Lien or Claim by the lienor or claimant and to pay the amount of the judgment, if any, in favor of the lienor, with interest, costs and allowances. Developer shall be liable to Owner, on demand and from time to time, for any sum or sums so paid by or on behalf of Owner and all costs or expenses incurred by Owner, including, but not limited to, reasonable attorneys' fees actually incurred in prosecuting such discharge or in defending any such action; *provided, however*, that if such Lien is established as a result of Owner's failure to make payments hereunder or under the Construction Contract, then Developer shall not be responsible for the removal or satisfaction of such Lien under this Section. Developer agrees to provide Owner with written notice of any Lien filed against the Project promptly following Developer's obtaining actual knowledge of such Lien.

Section 6.05. Reimbursement for Construction Advances. In the event Developer makes any advance to General Contractor or pursuant to any other Construction Contract prior to the date Owner is required to fund such advance, Developer shall be entitled to seek reimbursement for such advance from Owner but only if, and to the extent, such advance is in accordance with the Development Budget, Project Schedule, and the applicable Construction Contract or such expenditure is approved in writing by Owner. Developer shall submit to Owner a summary of expenses incurred along with all appropriate backup documentation to support the expenses incurred (including but not limited to copies of General Contractor billing statements, Contractor billing statements, lien waivers and other relevant documentation which is required to support the amount of the reimbursement being requested).

Section 6.06. Value Engineering. In the event that Developer determines that the actual total Development Costs of the Project shall exceed the Fixed Price, then upon Developer's determination that such action is necessary, Developer, Architect and General Contractor will undertake Value Engineering to reduce the Development Costs of the Project, subject to approval by Owner and District.

## ARTICLE VII CONDEMNATION AND CASUALTY

### Section 7.01. Developer's Duties in Case of Loss.

(a) Developer shall promptly notify Owner and District of any fire or other damage to the Project or any portion of the Project Site. Developer shall arrange for an insurance adjuster to view the Project Site or the Project before any necessary repairs are commenced. Developer may not settle any losses, complete loss reports, adjust losses, or endorse loss drafts without Owner's and District's prior written consent.

(b) Developer shall promptly notify Owner and District of any personal injury or property damage occurring to the Project or on the Project Site.

### Section 7.02. Casualty.

(a) If, prior to Substantial Completion, a Significant Casualty occurs, then District shall have the right to terminate this Agreement as of the date of such Significant Casualty (i) by notifying Developer and Owner within sixty (60) days after such Significant Casualty, and (ii) subject to (A) Owner's payment of amounts for which Developer is responsible, including, without limitation, work or materials currently in place or ordered, but not yet paid for by Owner (plus applicable fees thereon), any sums Developer is responsible to pay General Contractor under the Construction Contract, plus a prorated portion of any remaining unpaid amount of the Development Fee from Owner to Developer; (B) Owner's payment of all amounts due to any Consultants or other parties in connection with Project Construction; and (C) those matters that expressly survive the termination of this Agreement as set forth herein.

(b) If, prior to Substantial Completion, a Significant Casualty occurs but District does not elect to terminate this Agreement as provided in the preceding Subsection, then Developer shall, subject to the availability of funds to reconstruct the Project and to pay the Development Fee, upon written notice from District acknowledging same, promptly proceed to reconstruct, restore, and repair the Project and/or the Project Site, as applicable, to the condition substantially equivalent to its condition immediately prior to the Significant Casualty. In such event, a Completion Delay Event shall be deemed to have occurred as of the date of the Significant Casualty, and the completion deadlines under this Agreement shall be extended in accordance with Section 4.03 hereof.

#### Section 7.03. Condemnation.

(a) If, during the Term, a Significant Condemnation occurs, then District shall terminate this Agreement as of the date of such Significant Condemnation (i) by giving written notice to Developer and Owner, and, (ii) subject to (A) Owner's payment of amounts for which Developer is responsible, including, without limitation, work or materials currently in place or ordered, but not yet paid for by Owner (plus applicable fees thereon), any sums Developer is responsible to pay General Contractor under the Construction Contract, plus a prorated portion of any remaining unpaid amount of the Development Fee from Owner to Developer; (B) Owner's payment of all amounts due to any Consultants or other parties in connection with Project Construction; and (C) those matters that expressly survive the termination of this Agreement as set forth herein.

(b) If, during the Term, a Partial Condemnation occurs, then District shall give Developer and Owner prompt written notice thereof, and the part of the Project Site so taken shall no longer constitute part of the Project, but this Agreement shall continue in full force and effect as to the remainder of the Project Site not so taken; *provided, however*, that upon any Partial Condemnation, District may elect to terminate this Agreement if (i) in the good faith judgment of District, the remaining portion of the Project Site cannot be economically and practically utilized by District for Project Construction and operation of the Project; or (ii) the Partial Condemnation shall have a material adverse effect upon the means of access to the Project Site or the Project. District shall give notice to Developer and Owner of District's election to terminate this Agreement not later than sixty (60) days after notice of such Partial Condemnation, and this Agreement shall terminate, subject to (x) Owner's payment of amounts for which Developer is responsible, including, without limitation, work or materials currently in place or ordered, but not yet paid for by Owner (plus applicable fees thereon), any sums Developer is responsible to pay General Contractor under the Construction Contract, plus a prorated portion of any remaining unpaid amount of the Development Fee from Owner to Developer; (y) Owner's payment of all amounts due to any Consultants or other parties in connection with Project Construction; and (z) those matters that expressly survive the termination of this Agreement as set forth herein.

(c) If, during the Term, a Partial Condemnation occurs but District does not elect to terminate this Agreement as provided in the preceding Subsection and Developer reasonably expects the Partial Condemnation to delay the completion of the Project beyond the Guaranteed, then a Completion Delay Event shall be deemed to have occurred as of the date of the Partial

Condemnation and the completion deadlines under this Agreement shall be extended in accordance with Section 4.03 hereof and a revised Development Budget and revised Construction Documents shall be prepared by Developer and submitted to Owner and District for their approval (such approval not to be unreasonably withheld), and which shall, upon Owner's and District's approval thereof, reflect the changes to the Project and the cost to complete the Project as a result of such Partial Condemnation.

ARTICLE VIII  
COVENANTS AND AGREEMENTS

Section 8.01. Negative Covenants of Developer. Developer shall not, without the prior written consent of Owner and District, do or permit to be done any of the following:

- (a) Amend or modify the Construction Contract, the Architectural Contract, or the Construction Documents (except upon the terms and conditions set forth in Section 2.06 hereof); and
- (b) Amend or modify the Project Budget, other than to reallocate demonstrated line item savings, as necessary.

Section 8.02. Owner's and District's Obligations. During the Term, Owner and District shall:

- (a) cooperate with Developer in developing and finalizing the Contract Documents, the Construction Documents, the Project Schedule, the Development Budget, and Construction Loan Documents for the Project;
- (b) promptly respond to requests from Developer including giving necessary consents and approvals to Developer within any reasonable time for such consent or approval specified by Developer; *provided, however*, if Owner or District shall fail or refuse to respond to any such request from Developer within five (5) Business Days, such failure or refusal shall be deemed an approval thereof;
- (c) ensure Owner Representative and District Representative, respectively, attend Project progress meetings to discuss procedures, progress, problems and scheduling;
- (d) direct through Developer any and all communications with Consultants and any others related to Project Construction;
- (e) not consent to any amendment to any Construction Loan Document the result of which would be to increase the duties, obligations or liabilities of Developer without Developer's prior written consent;
- (f) review and approve all Draw Requests in accordance with Article VI hereof, ensure the timely funding of all Development Costs in accordance with the Development Budget, and

ensure that all monthly applications for payment for Development Costs, Development Fees, and any other expenses and reimbursements that are properly prepared and submitted in accordance with the requirements of this Agreement are promptly paid; and

#### Section 8.03. Indemnity.

(a) Developer shall indemnify, defend, and hold harmless Owner and District, their members, and their respective officers, managers, directors, agents, and employees from and against any and all Claims, demands, losses, liabilities, actions, lawsuits, and other proceedings, judgments, awards, costs, and expenses (including reasonable attorneys' fees and disbursements) related to the Project and arising out any breach of Developer's representations or obligations hereunder, except for such Claims, demands, losses, liabilities, actions, lawsuits, and other proceedings, judgments, awards, costs, and expenses (including reasonable attorneys' fees and disbursements) as are caused directly by the negligence of Owner and/or District, or their officers, directors, or employees. The indemnity obligation provided for herein shall terminate upon the Termination Date, *provided* that Developer shall be and remain liable for any liability arising hereunder prior to the Termination Date.

(b) Owner shall indemnify, defend, and hold harmless Developer, and its officers, directors, agents, and employees from and against any and all Claims, demands, losses, liabilities, actions, lawsuits, and other proceedings, judgments, awards, costs, and expenses (including reasonable attorneys' fees and disbursements) related to the Project and arising out of any breach of Owner's representations or obligations hereunder, except for such Claims, demands, losses, liabilities, actions, lawsuits, and other proceedings, judgments, awards, costs, and expenses (including reasonable attorneys' fees and disbursements) as are caused directly by the negligence of Developer, or its officers, directors, or employees. The indemnity obligation provided for herein shall terminate upon the Termination Date, *provided* that Owner shall be and remain liable for any liability arising hereunder prior to the Termination Date.

(c) Notwithstanding anything to the contrary contained herein, Owner acknowledges that any and all latent conditions, environmental conditions, Hazardous Substances or contamination existing on, in or under, or affecting, the Project Site as of the Effective Date (whether known or unknown) are the sole responsibility of Owner. Owner will defend, indemnify and hold Developer harmless and hereby releases Developer and all of its officers, employees, directors, members and agents from any and all Claims, demands, liabilities, costs and expenses (including reasonable attorneys' fees) caused by, growing out of, or otherwise happening in connection with any such environmental or other conditions for which Owner is responsible under this Section. Owner further acknowledges that it will be solely responsible for the cost of all remediation of any environmental or other conditions and contamination for which it is responsible under this Section.

#### Section 8.04. Related Contracts.

(a) Developer agrees, at Developer's expense, to enforce or cause to be enforced, performance, as applicable, of provisions of the Services Agreements in a commercially

reasonable manner such that all work performed and services provided under each Services Agreement will be performed and provided, as the case may be, in accordance with its terms. Notwithstanding the foregoing, Owner and District shall have the right to enforce each such Services Agreement directly, and Developer shall cooperate with Owner and District in all reasonable respects to such enforcement. Upon the request of Owner and District from time to time, Developer shall provide or cause to be provided to Owner and District a list and copies of all Services Agreements.

(b) Developer shall use commercially reasonable efforts to include in all Services Agreements and any other contracts it executes in connection with the Project after the Effective Date an indemnity provision requiring the other contracting party to indemnify and save harmless Owner and its officers, directors, managers, agents, and employees from and against all Claims, losses, and liability resulting from any damage to, injury to, or death of, people or property caused by, occasioned by, in connection with, or arising out of the performance of the Services or work of that contracting party, its employees, or agents, and from and against all related fees, costs, and attorneys' fees and costs.

(c) Subject to the terms and provisions of this Agreement, Owner and District recognize and acknowledge that Developer may contract with and/or obtain goods and services for the Project from subsidiaries and other Affiliates of Developer; *provided, however*, all such arrangements must be previously approved in writing by Owner.

Section 8.05. Assignment of Guaranties and Warranties. Developer, as assignor, hereby conditionally assigns, transfers and sets over to Owner, as assignee, all of its right, title, and interest in and to all guaranties and warranties received by Developer from Consultants in connection with the design, construction, and development of the Project, *provided* Developer shall be subrogated to the rights of Owner with respect to any Claims which have been guaranteed hereunder and satisfied by Developer pursuant hereto. Developer shall not take, and has not taken, any action or done anything which could limit the enforceability of such guaranties and warranties.

Section 8.06. Inspections and Monitoring. Owner, District, and Lender each may inspect and monitor the Project and the Services at any time, upon reasonable prior notice to Developer, Developer Representative, or the General Contractor. However, Owner, District, and Lender, as applicable, will be required to sign in with Developer at the Project Site and to follow Developer's safety regulations in all respects. No such inspections or monitoring shall be of a nature that causes any delays in the progress of the development of the Project. In the event any such inspections or monitoring shall cause any delays in the progress of the development of the Project, the Guaranteed Date shall be extended by the number of days of such delay, *provided* that Developer shall give written notice to Owner and District of any such claimed delays within seven (7) days after the event causing any such delay.

Section 8.07. Utilities.

(a) Developer, as part of the Services, shall:

(i) install, or cause to be installed, all infrastructure required to provide the Project with utilities, including, without limitation, electricity, water, sewer, gas, telephone and fiber optic cable (including internet service);

(ii) install, or cause to be installed, all connections and wiring for fully servicing the Project in accordance with the Construction Documents; and

(iii) construct and install, or cause to be constructed and installed, all sewer facilities within and outside the Project Site that are required or contemplated by the Project;

(b) Included as Development Cost will be all costs and expenses for the provision of all utilities to the Project Site in a timely manner for purposes of enabling Developer to perform the Services in accordance with this Agreement and as needed for utilities to be available at the Project permanently after Final Completion.

(c) Developer shall prepare and negotiate such contracts, easements, licenses and other agreements as are necessary or desirable for the provision of water, sewer, gas, electric, telephone, cable television and other utilities (collectively, “Access and Utility Agreements”), in capacities adequate for the development and use of the Project for its intended purposes. Developer is hereby authorized by Owner and District to sign all such Access and Utility Agreements as agent for and in the name of Owner and/or District. Owner shall cooperate in all reasonable respects with respect to granting easements on Owner’s and property where reasonably required to facilitate the provision of utilities to the Project Site.

ARTICLE IX  
DEFAULT; TERMINATION; AND FORCE MAJEURE EVENT

Section 9.01. Developer Default Events. The occurrence of any one or more of the following events (whether such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) shall constitute a “Developer Default Event”:

(a) Developer shall fail or refuse to provide any of the Services or to perform any other duties or obligation under this Agreement in the manner and within the time period required by this Agreement and such failure or refusal shall continue for a period of thirty (30) days after written notice specifying such failure or refusal and requesting that it be corrected, cured, or remedied shall have been given to Developer by Owner or District. In the case of any failure that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Owner and District, such failure shall not constitute a Developer Default Event if corrective action shall be instituted by Developer within the applicable period and diligently pursued until the failure shall have been corrected, cured, or

remedied to the satisfaction of Owner and District (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(b) A Consultant shall commit or permit a breach of any of the duties or obligations required to be performed by Developer under this Agreement in the manner and within the time period required by this Agreement and such breach shall continue for a period of thirty (30) days after written notice specifying such breach and requesting that it be corrected, cured, or remedied shall have been given to Developer by Owner or District. In the case of any breach that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Owner and District, such breach shall not constitute a Developer Default Event if corrective action shall be instituted by Developer or Consultant within the applicable period and diligently pursued until the failure shall have been corrected, cured, or remedied to the satisfaction of Owner and District (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(c) Any representation or warranty made by Developer in any statement or certificate furnished to Owner or District shall prove to have been inaccurate in any material respect as of the date of the issuance or making thereof and shall not have been corrected within thirty (30) days after written notice specifying such inaccuracy and requesting that it be corrected, cured, or remedied shall have been given to Developer by Owner or District. In the case of any such inaccuracy that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Owner and District, such inaccuracy shall not constitute a Developer Default Event if corrective action shall be instituted by Developer within the applicable period and diligently pursued until the inaccuracy shall have been corrected, cured, or remedied to the satisfaction of Owner and District (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(d) Developer shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any Debtor Relief Law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of, or taking possession by, any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(e) An involuntary case or other proceeding shall be commenced against Developer seeking liquidation, reorganization or other relief with respect to it or its debts under any Debtor Relief Law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days; or an order for relief shall be entered against Developer under the federal bankruptcy laws as now or hereafter in effect; or

(f) Developer shall fail to maintain Developer's Insurance as required by Section 2.07 hereof.

Section 9.02. Owner's and District's Remedies.

(a) Upon the occurrence of any Developer Default Event and at any time thereafter, Owner or District may, so long as such Developer Default Event is continuing, terminate this Agreement, subject to the Construction Loan Documents, and in addition to any other right or remedy Owner may have on account of such Developer Default Event.

(b) In order to entitle Owner or District to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

(c) Upon any termination of the Agreement under the provisions of this Section:

(i) Owner shall pay to Developer, within sixty (60) days of the date of such termination, reimbursable costs payable hereunder up to the date of such termination; *provided; however*, Owner may offset any amounts payable as Delay Damages to Owner against any amount to be paid to Developer under this subsection;

(ii) Developer and Owner shall meet as soon as practicable and, as approved by Lender and District, Developer shall develop a program to transfer or shut down the Project, give appropriate notices, and implement an appropriate program to secure the Property against unlawful entry and vandalism;

(iii) Owner shall promptly pay to Developer the cost of all services, materials and supplies, if any, which may have been ordered or requested by Developer as a result of its obligations arising under this Agreement so long as such items consist of Development Costs and have been paid for by Developer as of the date of termination or are paid for by Developer within forty-five (45) days after the date of termination; and

(iv) To the extent required by Owner or District, Developer shall assign to Owner or District and Owner or District (as the case may be) shall assume Services Agreements, and in such case Owner shall indemnify Developer against any liability for obligations of Developer under the assumed Services Agreements accruing after the date of such assumption, except to the extent such liability results from Developer's malfeasance, willful misconduct, negligence or misrepresentation.

(d) In the event that this Agreement is terminated for any reason, all Construction Documents and Contract Documents shall become the property of Owner and District, or shall be assigned to Owner or District, as applicable, upon payment in full by Owner of all amounts due to Developer under or as a result of a breach of this Agreement *provided; however*, Owner may offset any amounts payable as Delay Damages to Owner against any amount to be paid to Developer

under this subsection. Developer shall require a consistent provision in the Construction Contract and Architect's Contract.

Section 9.03. Owner Default Event. The occurrence of any one or more of the following events (whether such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) shall constitute an "Owner Default Event":

(a) Owner shall fail or refuse to pay Development Costs (other than Development Cost Overruns) or to make any payment to Developer under Section 3.01 hereof in a manner and within the time required by this Agreement and such failure shall continue for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to Owner by Developer. In the case of any failure that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Developer, such failure shall not constitute an Owner Default Event if corrective action shall be instituted by Owner within the applicable period and diligently pursued until the failure shall have been corrected, cured, or remedied to the satisfaction of Developer (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(b) Owner shall fail to perform or cause to be performed any other covenant, condition, or provision on its part herein contained within the time period required by this Agreement and such failure shall continue for a period of thirty (30) days after written notice specifying such failure and requesting that it be corrected, cured, or remedied shall have been given to Owner by Developer. In the case of any failure that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Developer, it shall not constitute an Owner Default Event if corrective action shall be instituted by Owner within the applicable period and diligently pursued until the failure shall have been corrected, cured, or remedied to the satisfaction of Developer (but in no event shall the cure period exceed ninety (90) days from the expiration of the initial thirty (30) day period);

(c) Any representation or warranty made by Owner in any statement or certificate furnished to Developer in connection with this Agreement shall prove to have been inaccurate in any material respect as of the date of the issuance or making thereof and shall not have been corrected within thirty (30) days after written notice specifying such inaccuracy and requesting that it be corrected, cured, or remedied shall have been given to Owner by Developer. In the case of any such inaccuracy that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Developer, it shall not constitute an Owner Default Event if corrective action shall be instituted by Owner within the applicable period and diligently pursued until the inaccuracy shall have been corrected, cured, or

remedied to the satisfaction of Developer (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(d) The occurrence of a default or an event of default under any Construction Loan Document, not resulting from a Developer Default Event, and the continuation thereof beyond any cure or grace period provided therein;

(e) Owner shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any Debtor Relief Law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of, or taking possession by, any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing; or

(f) An involuntary case or other proceeding shall be commenced against Owner seeking liquidation, reorganization or other relief with respect to it or its debts under any Debtor Relief Law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days; or an order for relief shall be entered against Owner under the federal bankruptcy laws as now or hereafter in effect.

#### Section 9.04. Developer's Remedies.

(a) Upon the occurrence of an Owner Default Event for failure to pay Development Costs, Developer shall have the right, in addition to any other rights Developer may now or hereafter have at law or in equity or by statute, to terminate this Agreement and Owner covenants and agrees to pay to Developer amounts for which Developer is responsible, including, without limitation, work or materials currently in place or ordered, but not yet paid for by Owner (plus applicable fees thereon), any sums Developer is responsible to pay General Contractor under the Construction Contract or any other Consultants under any other Contract Documents, plus any remaining unpaid amount of the Development Fee that would have been earned had the Project been fully completed.

(b) For any Owner Default Event (other than failure to pay Development Costs), Developer shall be entitled to pursue any other remedies at law or in equity other than termination of this Agreement with the understanding that neither the occurrence of an Owner Default (other than Owner's failure or refusal to pay Development Costs or the Development Fee after the expiration of any applicable cure or grace period) nor the pendency of a Claim constitute grounds for the suspension of performance by Developer, in whole or in part unless Developer is excused from performance in writing by Lender and District.

(c) In order to entitle Developer to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 9.05. Force Majeure Event. No Party shall be in default under this Agreement to the extent that such Party's performance is delayed or otherwise made impossible or impracticable by a Force Majeure Event. Developer shall not be required to incur any cost or expense as a result of a Force Majeure Event, and time frames required for performance hereunder shall be extended in accordance with Section 4.03 hereof during the pendency of any Force Majeure Event. Developer shall advise Owner and District of any Force Majeure Event promptly after receiving notice thereof. In the event that Developer shall fail to advise Owner or District of such Force Majeure Event within thirty (30) days after receiving notice thereof, its rights to claim such event shall be deemed waived.

## ARTICLE X MISCELLANEOUS

Section 10.01. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, supersedes all prior negotiations, representations, understandings and agreements of, by or among the Parties, express or implied, oral or written which are fully merged herein. The express terms of this Agreement control and supersede any course of performance and/or customary practice inconsistent with any such terms. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement unless such agreement is in writing and signed by the Party against whom enforcement of such change, modification, discharge or abandonment is sought.

Section 10.02. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall be deemed personal to Developer, Owner, and District and, as such, may not be assigned by any Party without the prior written approval of the other Parties, which approval may be withheld in such Parties' absolute and sole discretion; *provided, however*, that this Agreement may be collaterally assigned by Owner as security financing on the Project. Developer shall continue to perform its obligations under this Agreement following any such assignment, *provided* Developer continues to receive its Development Fee and funding for the Project continues. Notwithstanding the forgoing, Developer may also assign this Agreement, without the approval of the other Parties, to an Affiliate of Developer.

Section 10.03. Notices. All notices required or permitted to be given under this Sublease shall be in writing and shall be deemed given and received: (i) one Business Day after deposit prepaid with a reputable overnight courier; (ii) upon personal delivery during regular business hours of the recipient; (iii) upon transmission via email during regular business hours of recipient, with a confirmation copy mailed by first class mail, postage prepaid, addressed to the other Parties' address; or (iv) by mail, postage prepaid, to the address of the Parties listed below by depositing the same with the United States Postal Service, to be effective three (3) days after mailing:

- (a) If to Owner at: Healthy Community Education Partners, Inc.  
 ATTN: Vicki Lake  
 111 E. Main Street, Ste. 201  
 Jackson, TN 38301  
 Email: vicki.lake@wth.org
- with copy to: Spragins, Barnett & Cobb, PLC  
 ATTN: Nicholas B. Latimer  
 312 East Lafayette Street  
 Jackson, TN 38301  
 Email: nbl@spraginslaw.com;
- (b) if to District at: Jackson-Madison County School System  
 ATTN: Superintendent  
 310 North Parkway  
 Jackson, TN 38305  
 Email: trwashington@jmcoss.org
- with copy to: Rainey, Kizer, Reviere & Bell, P. L. C.  
 ATTN: Dale Thomas  
 209 East Main Street  
 Jackson, TN 38301  
 Email: dthomas@raineykizer.com; and
- (c) if to Developer at: Healthy Community, LLC  
 ATTN: Pete Evans  
 65 Union Avenue, 12th Floor  
 Memphis, TN 38103  
 Email: pevans@henryturley.com
- &
- ATTN: Lance Henderson  
 65 Union Avenue, 12th Floor  
 Memphis, TN 38103  
 Email: lhenderson@henryturley.com
- with copy to: Martin, Tate, Morrow & Marston, P.C.  
 ATTN: Clayton C. Purdom  
 6410 Poplar Avenue, Suite 1000  
 Memphis, TN 38119  
 Email: cpurdom@martintate.com

The Party to receive notices and the place notices are to be sent for any Party may be changed by notice given pursuant to the provisions of this Section.

Section 10.04. No Waiver. Neither the failure nor any delay on the part of any Party to this Agreement to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege operate as a waiver with respect to any other such occurrence. No waiver shall be effective unless it is in writing and is signed by the Parties asserting such waiver.

Section 10.05. Time. The Parties acknowledge and agree that time is of the essence in the performance of this Agreement.

Section 10.06. Limited Third-Party Beneficiary Rights. This Agreement is made solely and specifically between and for the benefit of the Parties, and their respective successors and permitted assigns, subject to the express provisions hereof relating to successors and assigns, and, except as expressly set forth below, no other Person shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

Section 10.07. Non-Exclusive Remedies. Except as otherwise provided herein, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every such remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. It is expressly agreed that the remedy at law for breach by any of the Parties for its obligations hereunder is inadequate in view of the complexities and uncertainties in measuring the actual damages that would be sustained by reason of any Party's failure to comply fully with each of such obligations. Accordingly, the obligations of each Party are expressly made enforceable by specific performance, except as otherwise specifically provided herein.

Section 10.08. Additional Acts. In connection with this Agreement and the transactions contemplated hereby, the Parties each agree to execute and deliver such additional documents and instruments and take all such necessary action and perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement.

Section 10.09. Severability. The provisions of this Agreement are independent of and separable from each other, and no provisions shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other provision may be invalid or unenforceable in whole or in part.

Section 10.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected on this Agreement as the signatories.

Section 10.11. Captions. The captions in this Agreement are inserted for convenience of reference, they form no part of this Agreement and shall not affect its interpretation.

Section 10.12. Waiver of Jury Trial. THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY FOR ANY LITIGATION ARISING WITH RESPECT TO THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT.

Section 10.13. Waiver of Special Damages. Notwithstanding anything in this Agreement that may be to the contrary, all Claims, demands, losses and damages assertible by any of the Parties against the other in any suit or cause of action arising out of or relating to this Agreement are limited to direct, proximately caused damages, and exclude all special, consequential or indirect damages including, without limitation, business loss or interruption and lost profit.

Section 10.14. Relationship Between Parties. The relationship of the Parties shall be limited to the development and construction of the Project as described herein. Nothing herein shall be deemed to create a partnership or joint venture between or among the Parties, or to authorize any Party to act as general agent (as opposed to any specific agency relationship created by this Agreement) for any other Party.

Section 10.15. Authorized Representatives. Any consent, approval, authorization or other action required or permitted to be given or taken under this Agreement by Developer, Owner or District, as the case may be, shall be given or taken only by Developer Representative, Owner Representative, or District Representative, respectively. Any Party may from time to time designate other or replacement authorized representatives to the other Parties. The written statements and representations of Developer Representative, Owner Representative, or District Representative shall be binding upon the Party for whom such person is an authorized representative, and the other Parties shall have no obligation or duty whatsoever to inquire into the authority of any such representative to take any action which he or she proposes to take.

Section 10.16. Governing Law. This Agreement shall be governed, construed, performed and enforced in accordance with the laws of the State, exclusive of its choice of law principles.

Section 10.17. Change in Law. If it is the reasonable opinion of counsel of any Party, that, due to new or existing Applicable Law, that any activity contemplated by this Agreement shall not comply, or is not reasonably likely to be found by a court with applicable authority to comply with Applicable Law, then the Parties shall negotiate in good faith to attempt to alter their legal relationship to comply with Applicable Law while preserving the material terms of this Agreement.

Section 10.18. Attorney's Fees. In any lawsuit or injunctive proceeding between the Parties concerning any part of this Agreement or the rights and duties of any Party, the Party prevailing in the matter (as determined by the court) shall be entitled to recover its reasonable attorneys' fees, expert costs, and court costs, to the extent permitted by Applicable Law, including,

without limitation, reasonable attorney's fees and costs related to any post-judgment collection or enforcement proceedings.

Section 10.19. Venue. Venue for any litigation between the Parties that relates to or arises out of this Agreement or its breach shall be exclusively in a trial court in the County or in the Federal District Court that includes within it the County, with the Parties expressly waiving any rights to begin, defend, or remove any such litigation in any other forum or venue.

Section 10.20. Amendment. This Agreement may not be modified, amended or terminated in whole or in part in any manner other than by an agreement in writing duly signed by the Parties.

Section 10.21. Exhibits Incorporated. All of the Exhibits attached to this Agreement are a part of this Agreement and are incorporated herein by reference as fully as if copied herein verbatim.

*[The remainder of this page is intentionally left blank.]*

**DEVELOPMENT AGREEMENT**

(Madison Academic)

**IN WITNESS WHEREOF**, Developer, Owner, and District have caused this Agreement to be signed in their names by their duly authorized representatives and delivered as their act and deed, intending to be legally bound by its terms and provisions.

**DEVELOPER:**

HEALTHY COMMUNITY LLC, a Tennessee limited liability company

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

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

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

**OWNER:**

HEALTHY COMMUNITY EDUCATION PARTNERS, INC., nonprofit public benefit corporation of the State of Tennessee

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

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

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

**DISTRICT:**

JACKSON-MADISON COUNTY SCHOOL SYSTEM, a governmental entity and political subdivision of the state of Tennessee

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

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

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

**DEVELOPMENT AGREEMENT**  
(Madison Academic)

**EXHIBIT "A"**

Description of the Land

The following described property lying in the City of Jackson, Madison County, Tennessee and being a portion of the property as shown on Tax Map 77L, Group D, Parcel 1.00 in the Assessor's Office of Madison County, Tennessee, and described in Deed Book 711 Page 1156 in the Register's Office of Madison County, Tennessee and being more particularly described as follows:

**BEGINNING** at a half inch rebar found in the east margin of Lambuth Blvd., being 30 feet from center and at the northeast corner of The City of Jackson property as described in Deed Book 700 Page 386 in the Register's Office of Madison County, Tennessee having Tennessee State Plane Coordinates of N 481098.69 E 1128483.71; Runs thence with north line of The City of Jackson property, North 86 degrees 43 minutes 45 seconds West a distance of 190.50 feet to a crows foot painted on the concrete; Runs thence with the west lines of the City of Jackson, William Harry Moore Trust (Deed Book 750 Page 671), Juxtified LLC (Deed Book 749 Page 13), Chris Strong (Deed Book 747 Page 1625), South 03 degrees 20 minutes 08 seconds West a distance of 252.92 feet to an iron pin found in Chris Strong's north line as described in Deed Book 752 Page 729; Runs thence with the north lines of Chris Strong, Linda S. Laney Living Trust (Deed Book 709 Page 102), Lee Bishop (Deed Book 703 Page 1700, North 84 degrees 04 minutes 28 seconds West a distance of 150.41 feet to a 1 inch iron pipe found at William Matlock's northeast corner as described in Deed Book 701 Page 1031; Runs thence with the north lines of Matlock and then Joan Wilson Trust (Deed Book 733 Page 166), North 86 degrees 35 minutes 55 seconds West a distance of 94.82 feet to a fence post; Runs thence with an interior line of the Wilson tract, South 03 degrees 47 minutes 19 seconds West a distance of 4.92 feet to a 5/8 inch iron rod found; Runs thence North 87 degrees 44 minutes 41 seconds West a distance of 25.00 feet to a 5/8 inch iron rod found at Juxtified LLC's north east corner as described in Deed Book 748 Page 1582; Runs thence with Juxtified LLC's north line, North 85 degrees 06 minutes 29 seconds West a distance of 89.47 feet to a half inch rebar set, with identification cap stamped Surveying Services (typical of all iron pins set); Runs thence with a new division line as of this survey as follows, North 03 degrees 33 minutes 08 seconds East a distance of 373.80 feet to a PK Nail set; Runs thence North 86 degrees 08 minutes 24 seconds east a distance of 32.25 feet to an iron pin set; Runs thence South 86 degrees 44 minutes 30 seconds East a distance of 130.56 feet to an iron pin set; Runs thence North 03 degrees 16 minutes 15 seconds East a distance of 6.00 feet to an iron pin set; Runs thence South 86 degrees 44 minutes 30 seconds East a distance of 201.38 feet to an iron pin set; Runs thence North 03 degrees 20 minutes 08 seconds East a distance of 188.18 feet to an iron pin set in the south margin of Maple Street (20 feet from the centerline; Runs thence with the south margin of Maple Street, South 86 degrees 44 minutes 11 seconds East a distance of 184.69 feet to the intersection of the west margin of Lambuth Blvd.; Runs thence with the west margin of Lambuth Blvd., South 03 degrees 20 minutes 08 seconds West a distance of 323.50 feet to the **Point of Beginning** containing **4.53 acres** as surveyed by Surveying Services, Inc., 41 Heritage Square, Jackson, Tennessee 38305 (731-664-0807).

**INCLUDED** with this property is a **10 foot Drainage Easement** lying 5 feet on either side of the following described centerline; Beginning in the south margin of Maple Street (20 feet from the centerline) and being, as measured along the south margin of Maple Street, 398.61 feet west of the west margin of Lambuth Blvd (30 feet from the centerline); Runs thence with an existing pipe, South 3 degrees 19 minutes 20 seconds West 162.67 feet to an existing Inlet; Runs thence with an existing pipe, South 11 degrees 24 minutes 45 seconds West 31.85 feet to the north line of the above 4.53 acre tract.

TOGETHER WITH, the non-exclusive right to utilize the roadways constructed on Grantor's adjacent land (the "Access Roads") for access from the Property to North Fairgrounds Street. The Access Roads are currently described in Exhibit A-1 attached hereto, but may be relocated at Grantor's option so long as at least two 30' wide roads are provided to allow for access from the Property across Grantor's adjacent Land to North Fairgrounds Street. In such event, the Parties shall record an amendment to this Deed recognizing the new location.

BEGINNING at a stake in the west margin of Lambuth Boulevard (formerly Long Street) and in the south margin of Strock Street, runs thence West with the south margin of Strock Street one hundred ninety (190) feet to a stake on a ten foot alley; thence South fifty (50) feet to a stake in the northwest corner of Lot No. 3 of the Strock Addition to the City of Jackson; thence East one hundred ninety (190) feet to the west margin of Lambuth Boulevard; thence North with the west margin of Lambuth Boulevard fifty (50) feet to the beginning. BEING Lot 4 of said Strock Addition to the City of Jackson, appearing of record in Plat Book 1, at Page 29, in the Register's Office of Madison County, Tennessee.

BEING the same property conveyed to Jackson Community Redevelopment Agency (Jackson CRA), a public instrumentality created by the City of Jackson by Quitclaim Deed of record in Deed Book 704, Page 1472, in the Register's Office of Madison County, Tennessee.

**DEVELOPMENT AGREEMENT**  
(Madison Academic)

**EXHIBIT "B"**

Development Budget

**Healthy Community, LLC**  
**Jackson Schools Project 1/29/2020**

<b>Madison Academic</b>
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<u>Item</u>	<u>Cost</u>
Square Footage	58,800
Land	
Construction Cost Costs	12,599,875
Architecture & Engineering	669,854
Legal, Accounting & Consulting	53,094
Closing Fees & Expenses	50,746
Construction Oversight Fee	125,999
Development Fee	279,973
<b>Total Project Cost</b>	<b>13,779,541</b>

## **DEVELOPMENT AGREEMENT**

(JCM)

### **EXHIBIT "C"**

#### **DEVELOPER'S INSURANCE**

A. The insurance coverage required under this Agreement shall be written by reputable insurance companies that are financially sound and solvent and legally qualified to issue such insurance in the State. Any insurance company selected by Developer shall be rated in A.M. Best's Insurance Guide or any successor thereto (or if there be none, an organization having a similar national reputation) and shall have a general policyholder rating of "A" (or comparable rating for a rating by an organization other than A.M. Best) and a financial rating of a least "X" (or comparable rating for a rating by an organization other than A.M. Best). Developer shall provide and maintain in force the following minimum insurance coverage, which shall be limited to Developer's activities with respect to the Project and shall not cover Developer's non-Project related activities:

1. Worker's Compensation (statutory amount);
2. Employer's Liability (\$1,000,000 per accident or disease);
3. Commercial General Liability (1993 ISO Occurrence Form or equivalent) (occurrence basis):

Bodily injury (including death) and property damage arising from premises and operations liability, products and completed operations liability (three years), personal injury and advertising liability, contractual liability, fire legal liability, blasting and explosion, collapse of structures, and underground damage liability;

per occurrence: \$1,000,000;

general aggregate: \$2,000,000.

4. Commercial Umbrella Excess Liability (occurrence basis):

per occurrence: \$3,000,000;

aggregate: \$3,000,000.

5. Professional Liability (claims-made basis):

per occurrence: \$1,000,000;

aggregate: \$2,000,000.

B. The Commercial General Liability and Commercial Umbrella Excess Liability policies shall include contractual liability coverage for liabilities assumed by Developer under this Agreement, subject to standard policy stipulations, and shall include endorsements naming Owner as an additional insured. The cost of all insurance required under this Agreement is agreed to be included in the Fixed Price.

C. Owner shall be furnished a Certificate(s) of Insurance with respect to said insurance upon execution of this Agreement. Each policy referred to herein shall provide that it will not be canceled, modified, or amended or its limits reduced or allowed to lapse without renewal, except after not less than thirty (30) days' prior written notice to Owner.

D. Developer shall bear all costs of all deductibles and shall be held responsible for any and all damages as may result from the failure of Developer to exercise its responsibilities as defined under this Agreement.

E. The Professional Liability Insurance shall provide coverage for Developer for acts or omissions of it and its Consultants and representatives who may be engaged in performing Services or other activities under or in connection with this Agreement.

F. Developer shall not violate or knowingly permit any violation of any conditions or terms of the policies of insurance required of Developer under this Agreement. In the event Developer neglects, refuses, or fails to provide or maintain any of the insurance required hereunder or if such insurance is canceled, ceases, or expires for any reason, Owner shall have the right, but not the duty, to procure or maintain the same. In the event Owner does procure or maintain such insurance, Owner shall have, in addition to any and all other available remedies, the right to recover from Developer (including the right of set-off against sums otherwise due Developer) all of the costs associated with procuring or maintaining such insurance.

G. Owner or District may require Developer at any time, and from time to time, during the Term, to obtain and maintain in force additional insurance with coverage or limits in addition to those above-described; *provided, however*, the additional premium cost of any such additional insurance required by Owner shall be borne by Owner, and Developer shall arrange to have such costs billed separately and directly to Owner by the insuring carrier(s).

H. Owner may purchase and maintain such other insurance as it may deem appropriate. No purchase of any such insurance by Owner shall in any way be deemed to alter or amend the rights or responsibilities of Owner or Developer under this Agreement.

I. The Parties agree that Owner and District will be held harmless by Developer for any loss or damage to sheds, tools, equipment, property, and materials of Developer, Consultants, and their respective agents and employees, it being understood that Developer may, at its own expense, carry any insurance which may be required to provide the necessary protection against such loss or damage.

J. Developer shall purchase and maintain or cause to be purchased and maintained builder's risk property insurance upon the Project for the full cost of replacement (or the Fixed Price, whichever is greater) at the time of loss and written on a 1991 Causes of Loss - Special

Form, or its equivalent. This insurance shall include as insureds Owner, Developer, and District, as their interest may appear, and shall insure against loss from the periods of Fire and Extended Coverage, including flood and earthquake, and the value of related soft costs as confirmed by Owner's insurance administrator. The builder's risk policy shall be made payable to Owner.

K. The Parties acknowledge that all of the foregoing provisions requiring Developer to carry insurance shall not be construed as in any manner waiving or restricting the liability of Developer as to any obligations imposed under this Agreement.

**DEVELOPMENT AGREEMENT**  
(Madison Academic)

**EXHIBIT "D"**

Project Schedule

[attached]

## Madison Schedule

### Milestone Dates

Item	Begin	Finish
Layout - Grading - Erosion Control - Storm Piping	3/1/2020	4/23/2020
Concrete Foundations	4/24/2020	5/28/2020
Concrete Stem Walls	5/29/2020	7/27/2020
Under slab Plumbing/Electric	7/20/2020	8/5/2020
Concrete Slab	8/5/2020	8/15/2020
Steel Erection	8/15/2020	10/23/2020
Second & Third Floor Slabs	10/25/2020	11/15/2020
Exterior envelope	10/25/2020	2/1/2021
Interior Metal Framing	10/25/2020	2/1/2021
Roof Install	1/1/2021	1/15/2021
MPE Rough In	1/1/2021	3/15/2021
Masonry Veneer/Siding	1/15/2021	3/1/2021
Store Front Glass	2/15/2021	3/15/2021
Drywall	2/15/2021	5/15/2021
Painting	3/15/2021	6/1/2021
Ceilings/Floors/Doors	4/10/2021	6/10/2021
MPE Trim Out	4/10/2021	6/15/2021
Inspections	6/20/2021	6/25/2021
Punch List	6/25/2021	7/1/2021
Substantial Completion	7/1/2021	7/1/2021

**DEVELOPMENT AGREEMENT**  
(Madison Academic)

**EXHIBIT "E"**

Development Team

Pete Evans  
Henry Turley Company  
Email: [pevans@henryturley.com](mailto:pevans@henryturley.com)  
Phone : (901) 674-1335

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Henry Turley Company  
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Phone: (901) 255-2125

Chris W. Alexander  
Healthy Community, LLC  
Email: [chris@healthycommunityllc.com](mailto:chris@healthycommunityllc.com)  
Phone: (731) 554-2079

Hal Crocker  
Healthy Community, LLC  
Email: [hal@crockerconstruction.com](mailto:hal@crockerconstruction.com)  
Phone: (731) 554-2079

**DEVELOPMENT AGREEMENT**  
(Madison Academic)

**EXHIBIT “F”**

Madison Academic School Project Responsibility Matrix

[attached]

Exhibit E

**Madison High School  
Project Responsibility Matrix  
and Clarifications**

Legend		
JMCSS=Jackson Madison County School System	ARCH= Architects	HCP= Healthy Community Education Partners
CM=Construction Manager	CE=Civil Engineer	JMCSSLVSUB= JMCSS Low Voltage Sub CM Note 2
CMSC= Construction Manager Sub-Contractor	EE= Electrical Engineer	EC= Electrical Contractor
CRA=Jackson Community Redevelopment Agency	ME=Mechanical Engineer	

Date 2/06/2020

Line	Description	Design Responsibility	Budgeting	Material Provided By	Installation By	Funding Source	Notes
1	General						
2	Permits	-	CM	CM	-	HCP DEV	
3	Builders Risk Insurance	-	CM	CMSC	CMSC	HCP DEV	
4	Temporary Rest Rooms	-	CM	CMSC	SMSC	HCP DEV	
5	Utilities	-	CM	CMSC	CMSC	HCP DEV	
6	Site Mowing	-	CM	CM	CM	HCP DEV	
7	Temporary Signage	CM/ARCH/JMCSS/CRA	CM	CMSC	CMSC	HCP DEV	
8							
9							
10	Site Work						
11	Demolition	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
12	Grading	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
13	Storm Drain Piping	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
14	Erosion Control/Reporting	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
15	Temporary Fencing	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
16	Fencing	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
17	Site Concrete Curb & Gutter	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
18	Concrete Sidewalks	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
19	Asphalt Paving/Stripping	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
20	Site Furniture	ARCH/CE	ARCH/JMCSS	CM/CMSC	CM/CMSC	HCP DEV	
21	Flag Pole	ARCH/CE	CM/CMSC	CM	CM	HCP DEV	
22	Monument Sign	ARCH/JMCSS	ARCH/JMCSS	CM/CMSC	CM/CMSC	JMCSS	1
23	Wall Signage	ARCH/JMCSS	Allowance	CM/CMSC	CM/CMSC	HCP DEV	
24	Digital Sign power/communication conduit	ARCH/CE/EE/JMCSS	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
25	Digital Sign	JMCSS	JMCSS	CM/CMSC	CM/CMSC	JMCSS	1
26	Landscaping	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
27	Irrigation System	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
28	Irrigation Meter	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
29	Termite Treatment	ARCH	CN/CMSC	CMSC	CMSC	HCP DEV	
30							
31	Concrete	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
32							
33	Masonry	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
34							
35	Metals	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
36							
37	Carpentry	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
38	Blocking	ARCH/SE	CM	CM	CM	HCP DEV	
39	Cabinetry	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
40							
41	Moisture Protection						
42	Roof	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
43	Fluid Applied Barrier	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
44	Insulation	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
45	Joint Sealants	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
46							
47	Doors/Windows						
48	Doors/Hardware	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
49	Storefront	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
50	Colling Doors	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
51							
52	Finishes						
53	Drywall	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
54	Paint	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
55	Floor Covering	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
56	Tile	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
57	Acoustical Ceilings	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
58	Sprayed Ceilings	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
59	Decorative Acoustical Panels	ARCH	CM/CMSC	JMCSS	JMCSS	JMCSS	
60							
61	Specialties						
62	Fire Extinguishers/Cabinets	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	

Exhibit E

**Madison High School  
Project Responsibility Matrix  
and Clarifications**

Legend		
JMCSS=Jackson Madison County School System	ARCH= Architects	HCP= Healthy Community Education Partners
CM=Construction Manager	CE=Civil Engineer	JMCSSLSUB= JMCSS Low Voltage Sub CM Note 2
CMSC= Construction Manager Sub-Contractor	EE= Electrical Engineer	EC= Electrical Contractor
CRA=Jackson Community Redevelopment Agency	ME=Mechanical Engineer	

Date 2/06/2020

Line	Description	Design Responsibility	Budgeting	Material Provided By	Installation By	Funding Source	Notes
63	ADA RR Partitions & Signage	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
64	Door/Room ADA Signage	ARCH/JMCSS	CMSC	CMSC	JMCSS	HCP DEV	
65							
66	Elevator	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
67							
68	Furniture/Fixtures						
69	Furniture/Lab Cabinets/Counters	ARCH	ARCH	JMCSS	JMCSS	JMCSS	
70	Class Room Storage Casework	ARCH	CM	CMSC	CMSC	JMCSS	
71	Window Blinds	ARCH	CM	JMCSS	JMCSS	JMCSS	
72	Defibrillator & Cabinets	ARCH	CM	JMCSS	CM	JMCSS	
73	Smart Boards	JMCSS	JMCSS	JMCSS	JMCSS	JMCSS	
74	Kitchen Equipment	JMCSS	CM/JMCSS	JMCSS	HCP DEV	JMCSS	3
75	HVAC						
76	HVAC Roof Curbs	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
77	Mechanical Units	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
78	Duct Work	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
79	Lab Exhaust	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
80	Gas Piping	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
81	Temporary Heat/Cooling	CM/CMSC	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
82							
83	Plumbing						
84	Building Meter	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
85	Landscaping Meter	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
86	Underground Service	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
87	Building Plumbing	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
88	Plumbing Fixtures	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
89	Temp Hose Bibbs for Construction						
90							
91	Fire Sprinklers						
92	Sprinkler System	ME/CMSC	CM/CMSC	CMSC	CMSC	HCP DEV	
93							
94							
95	Electrical						
96	Electrical Service	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
97	Electrical Distribution	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
98	Lighting Fixtures	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
99	HVAC Power	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
100	Parking Lot Lights/Poles	ARCH/CE/EE	CM/CMSC	CMSC	CMSC	HCP DEV	
101	Temp Service	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
102	Power Distribution for Construction	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
103							
104							
105	Low Voltage - Fire Alarm System						2
106	Fire Alarm Control Panel	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
107	HVAC Smoke Detectors	EE/ME	CM/CMSC	CMSC MEC	CMSC MEC/EL	HCP DEV	
108	Smoke/Heat Detectors	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
109	Early Smoke Detection Hardware	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
110	Water Flow Detectors	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
111	Horns, Strobes, Horn/Strobe Combinations	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
112	Control Modules	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
113	Monitor Modules	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
114	Conduit Systems for Fire Alarm System	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
115	120 VAC Power Circuits for Fire Alarm Control Panel	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
116							
117							
118	Low Voltage - Data and Communications Cabling					JMCSS	2
119	Fiber Risers	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSS	
120	Fiber Riser Pathways	EE	CM	EC	EC	HCP DEV	
121	Multi-Pair Copper Risers	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSS	
122	Copper Riser Pathways	EE	CM	EC	EC	HCP DEV	
123	Fiber Patch Panels	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSS	
124	Fiber Patch Cords	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSS	

Exhibit E

**Madison High School  
Project Responsibility Matrix  
and Clarifications**

Legend		
JMCSS=Jackson Madison County School System	ARCH= Architects	HCP= Healthy Community Education Partners
CM=Construction Manager	CE=Civil Engineer	JMCSSLVSub= JMCSS Low Voltage Sub CM Note 2
CMSC= Construction Manager Sub-Contractor	EE= Electrical Engineer	EC= Electrical Contractor
CRA=Jackson Community Redevelopment Agency	ME=Mechanical Engineer	

Date 2/06/2020

Line	Description	Design Responsibility	Budgeting	Material Provided By	Installation By	Funding Source	Notes
125	Multi-Pair Copper Punch Down Panels	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
126	Category 6/6a Horizontal Cabling	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
127	Category 6/6a RJ 45 Jacks and Wall Plates	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
128	Category 6/6a Wall Boxes/Stub Up Conduit	EE	CM	EC	EC	HCP DEV	
129	Category 6/6a Floor Boxes and Conduit	EE	CM	EC	EC	HCP DEV	
130	Category 6/6a Patch Panels	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
131	Category 6/6a Patch Cords	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
132	Ladder Rack Inside Data/Comm Rooms	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
133	Patch Panel/Equipment Racks	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
134	Power Distribution Units for Racks	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
135	Cable Management Components for Racks	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
136	Fire Stop Appliances	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
137	Cable Tray	EE	CM/CMSC	EC	EC	HCP DEV	
138	Bonding/Grounding System	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
139							
140							
141	<b>Low Voltage - Security System</b>					JMCSS	2
142	Indoor Fixed IP Cameras	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
143	Indoor PTZ IP Cameras	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
144	Outdoor Fixed IP Cameras	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
145	Outdoor PTZ IP Cameras	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
146	Category 6 Cabling from IDF to Camera	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
147	Fiber from IDF to Camera where Applicable	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
148	120 VAC Power to PTZ Cameras where Applicable	JMCSSLVSub	CM	EC	EC	HCP DEV	
149	Category 6 and/or Fiber Patch Panels	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
150	Software Licenses for Cameras and/or Access	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
151	Fiber Patch Cords	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
152	Category 6 Patch Cords	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
153	Card Readers	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
154	Access Control Controllers	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
155	120 VAC Power to Access Control Controllers	JMCSSLVSub	CM	EC	EC	HCP DEV	
156	Egress Devices (Infrared, Push Button, Etc.)	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
157	Locking Hardware	ARCH	CM	Door/Hardware	Door/Hardware	JMCSS	
158	Door Hold-Open Devices	ARCH	CM	Door/Hardware	Door/Hardware	JMCSS	
159	Conduit from Cable Tray to Inaccessible Locales	EE	CM	EC	EC	HCP DEV	
160	Wall and/or Ceiling Boxes for Cameras/Readers	EE	CM	EC	EC	HCP DEV	
161	Alarm Panels	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
162	Alarm Device-Motion Detectors	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
163	Alarm Device-Glass Break Detectors	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
164	Alarm Device-Magnetic Door Position Switches	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
165	Alarm Device-Panic Buttons	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
166	Rough-In/Conduit for Alarm Devices	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
167	120 VAC Power to Alarm Panels	EE	CM	EC	EC	HCP DEV	
168	Security Monitors	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
169	Bonding/Grounding System	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
170							
171							
172	<b>Low Voltage - Local Area Network (Wired and Wireless)</b>					JMCSS	2
173	Core Network Switches (if applicable)	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
174	Edge Switches	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
175	Fiber Modules	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
176	Wireless Controller	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
177	Wireless Access Points	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
178	Rack Mounted UPS	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
179							
180							
181	<b>Low Voltage - VoIP Telephony System</b>					JMCSS	2
182	Call Manager Appliance	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
183	VoIP Handsets	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
184	VoIP 802.11 Phones	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
185	Conference Room Phones	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
186							

**Exhibit E**

<b>Madison High School Project Responsibility Matrix and Clarifications</b>	<b>Legend</b>					
	JMCSS=Jackson Madison County School System	ARCH= Architects	HCP= Healthy Community Education Partners			
	CM=Construction Manager	CE=Civil Engineer	JMCSSLVSub=JMCSS Low Voltage Sub CM Note 2			
	CMSC= Construction Manager Sub-Contractor	EE= Electrical Engineer	EC= Electrical Contractor			
CRA=Jackson Community Redevelopment Agency	ME=Mechanical Engineer					

Date 2/06/2020

Line	Description	Design Responsibility	Budgeting	Material Provided By	Installation By	Funding Source	Notes
187							
188	<b>Low Voltage - Copper Wire Telephony System</b>						2
189	2 wired lines for Sprinkler Monitoring	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
190							
191	<b>Low Voltage - Audio Visual System</b>					JMCSS	2
192	Display Kiosks	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
193	Wall and/or For Boxes for Display Kiosks	JMCSSLVSub	CM	EC	EC	HCP DEV	
194	Conduit from Boxes to Accessible Space	JMCSSLVSub	CM	EC	EC	HCP DEV	
195	Digital Signage Displays	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
196	Multi-Use/Conference Room Displays	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
197	Wall Boxes for Displays	JMCSSLVSub	CM	EC	EC	HCP DEV	
198	Conduit from Boxes to Accessible Space	JMCSSLVSub	CM	EC	EC	HCP DEV	
199	Conference Room Projectors/Monitors	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
200	Video Conferencing Systems	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
201	Conference Room Control Panels	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
202	Presentation Lecterns	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
203	Multi-Media Connection Plates	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
204	Wall and/or Floor Boxes for Multi-Media Plates	JMCSSLVSub	CM	EC	EC	HCP DEV	
205	Conduit from Boxes to Accessible Space	JMCSSLVSub	CM	EC	EC	HCP DEV	
206	Overhead Paging (Intercom)	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
207	Video Conferencing Equipment	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
208							

Notes:

- The contract includes an allowance for building signage. The priorities for these funds will be wall signage (including address) then any amount remaining will be applied to the monument sign.
- JMCSS is considering a program to contract with one company to manage the installation and management of all Low Voltage Systems in JMCSS facilities system wide. This being the case the only low voltage systems/equipment included in this contract is the Fire Alarm (required for certificate approval) and cable trays/conduits/pathways for LV Cables
- JMCSS has access to funds provided by the USDA to fund the Kitchen Equipment. Said equipment is not included in this contract.
- Light fixtures Type B are to be replaced with Type A fixtures.
- In room 128 the hard ceiling will be replaced with a 2x2 acoustical ceiling as requested by JMCSS. The lighting fixtures in this room (H1, H2, and H3) will be changed to a high bay version of Type A fixture.

**DEVELOPMENT AGREEMENT**  
(Madison Academic)

**EXHIBIT "G"**

Performance Bond and Payment Bond

[to be attached]

**DEVELOPMENT AGREEMENT  
(JCM)**

**FOR**

**JCM SCHOOL PROJECT**

**BY AND BETWEEN**

**HEALTHY COMMUNITY, LLC,  
A TENNESSEE LIMITED LIABILITY COMPANY**

**AND**

**HEALTHY COMMUNITY EDUCATION PARTNERS, INC.,  
A NONPROFIT PUBLIC BENEFIT CORPORATION OF THE STATE OF TENNESSEE**

**AND**

**JACKSON-MADISON COUNTY SCHOOL SYSTEM,  
A GOVERNMENTAL ENTITY AND POLITICAL SUBDIVISION OF THE STATE OF TENNESSEE**

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Dated as of \_\_\_\_\_, 2020

## DEVELOPMENT AGREEMENT

(JCM)

This DEVELOPMENT AGREEMENT (JCM) (this “Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and between HEALTHY COMMUNITY, LLC, a Tennessee limited liability company (“Developer”); HEALTHY COMMUNITY EDUCATION PARTNERS, INC., a nonprofit public benefit corporation of the State of Tennessee (“Owner”); and JACKSON-MADISON COUNTY SCHOOL SYSTEM, a governmental entity and political subdivision of the state of Tennessee (“District” and together with District and Developer, collectively the “Parties” and each, a “Party”).

WITNESSETH:

WHEREAS, District is interested in the wellbeing of its students and believes that there is both the need and demand for additional new and better educational opportunities for residents of Jackson, Madison County, Tennessee, and that it can play a valuable role in assisting with and facilitating the redevelopment and construction of quality public middle- and high-school educational institutions and related facilities for District students, and that such a role is consistent with its mission and purpose;

WHEREAS, the Jackson Community Redevelopment Agency, a public instrumentality created pursuant to the Community Redevelopment Act of 1998 (the “CRA”) has as its purpose to identify and address issues of slum and blight through executing contracts, acquiring and disposing of real property, establishing tax incremental financing districts, and other programs and financial instruments to help stabilize, revitalize, and redevelop certain areas of Jackson, Madison County, Tennessee;

WHEREAS, the Parties and the County of Madison, a political subdivision of the state of Tennessee (“County”) entered into that certain Pre-Development Agreement dated June 26, 2019 (the “Pre-Development Agreement”), for pre-development activities in connection with the redevelopment and construction on the Land (defined herein) of a public educational institution and related facilities consisting of approximately 132,870 square feet of new and renovated construction, as further provided herein (the “Project”);

WHEREAS, pursuant to the certain Prime Lease Agreement between CRA, as prime lessor, and Owner, as prime lessee, of even date herewith (the “Prime Lease”), CRA has leased to Owner certain real property located in Jackson, Madison County, Tennessee and more particularly described on Exhibit “A” attached hereto and incorporated herein by reference (the “Land”);

WHEREAS, CRA conveyed title to the Improvements (defined herein) on the Land to Owner pursuant to that certain Quitclaim Deed of record at Instrument No. \_\_\_\_\_ in the Register’s Office of Madison County, Tennessee;

WHEREAS, consistent with the Pre-Development Agreement, Owner and District desire to retain the services of Developer for Project Construction (defined herein) and for oversight of Project Construction;

WHEREAS, Owner and District require the Project to be completed as provided in this Agreement by the Guaranteed Date (defined herein) and further require the total cost of the Project not exceed the Fixed Price (defined herein), all in accordance with the terms and conditions of this Agreement;

WHEREAS, Developer has agreed to complete the Project as provided in this Agreement by the Guaranteed Date in consideration for the Development Fee (defined herein) in accordance with the terms and conditions of this Agreement;

WHEREAS, simultaneously with the Effective Date, Owner, as sublessor, District, as co-sublessee, and County, as co-sublessee, will enter into a sublease agreement (the "Sublease") whereby Owner will lease to District and County the Project Site;

WHEREAS, the governing board of District approved the form of this Agreement and District's execution and delivery thereof pursuant to the action taken at such board's meeting held on \_\_\_\_\_, 2020;

WHEREAS, the obligations of the Parties under this Agreement are conditioned on the simultaneous closing of the Construction Loan (defined herein); and

WHEREAS, the Parties wish to enter into this Agreement to set forth their respective rights and obligations concerning the Project.

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

ARTICLE I  
DEFINITIONS; INTERPRETATION

Section 1.1. Interpretation. In this Agreement, unless a clear contrary intention appears:

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Person includes such Person's successors and assigns and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (c) reference to any gender includes the other gender;
- (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended, replaced, extended, restated, supplemented, or otherwise modified and in effect from time to time in accordance with the terms thereof;

(e) reference to any Applicable Laws means such Applicable Laws as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder and reference to any section or other provision of any Applicable Laws means that provision of such Applicable Laws from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;

(f) “herein”, “hereunder”, “hereof”, “hereto” and words of similar import shall be deemed references to the Agreement as a whole and not to any particular Article, Section, or other provision thereof; and

(g) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term.

Section 1.2. Accounting Terms. In the Agreement, unless expressly otherwise provided, accounting terms shall be construed and interpreted, and accounting determination and computations shall be made in accordance with GAAP.

Section 1.3. Legal Representation of the Parties. The Agreement was negotiated by the Parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring the Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof.

Section 1.4. Table of Contents; Titles and Headings. The table of contents, the titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 1.5. Defined Terms. Unless a clear contrary intention appears, terms defined herein have the respective indicated meanings when used herein:

Abnormal Weather Conditions. Severe or inclement weather conditions that substantially deviate from the average of the preceding five (5) year precipitation levels (e.g., rain, sleet, snow, or hail) or other climatic conditions (e.g., temperatures, wind, frost, and lightning) during the same time interval based on National Oceanic and Atmospheric Administration National Weather Service statistics for the locality of the Project Site and based on weather logs kept at the Project Site reflecting the effect of the weather on the progress in completing the Project.

Access and Utility Agreements: As defined in Section 8.07(c) hereof.

Additive Change Order: A Change Order which would result in an increase in the amount of any line item of the Development Budget.

Affiliate: With respect to any Person (a) each Person (a “Controlling Person”) that directly, or indirectly through one or more intermediaries, controls such Person or (b) each Person which is

controlled by or is under common control with a Controlling Person. As used herein, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise.

Agreement: This Development Agreement by and between Developer, Owner, and District, as it may be amended, modified, and/or restated from time to time in accordance with the provisions hereof.

Applicable Laws: All federal, State, and local statutes, rules, guidelines, regulations (including Environmental Laws), ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof.

Approvals: All Permits, other permits, licenses, waivers, consents, approvals, entitlements, authorizations, registrations, qualifications, designations, declarations, and filings, which are necessary for the lawful construction, use, and operation of the Project.

Architect: LRK Inc., a Tennessee corporation. Architect is a Principal Consultant (and a Consultant).

Architectural Contract: That certain agreement by and between Developer and Architect with respect to the Project.

Bankruptcy Code: The Bankruptcy Code in Title 11 of the United States Code.

Business Day: Each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banks in Jackson, Tennessee, are generally authorized or obligated, by law or executive order, to close.

Casualty: An event of damage or casualty relating to any portion of the Project Site.

Certificate of Substantial Completion: That certificate of substantial completion, in a form substantially similar to AIA Document G704, prepared by Architect, subject to Owner’s and District’s approval (which shall not be unreasonably withheld or delayed) which shall establish responsibilities of Owner and Developer for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which General Contractor shall finish all Punch List Items attached thereto

Change Order: A written instrument signed by Developer, Architect, General Contractor, Owner, and District that modifies (except for Minor Field Changes and Code Compliance Changes) the Construction Documents.

Change Order Request: A written request for a modification to the Construction Documents either (a) from Developer to Owner and District or (b) from Owner or District to Developer.

City: The City of Jackson, Tennessee.

Claims: Any and all obligations, liabilities, losses, actions, suits, judgments, enforcement actions, proceedings, damages, penalties, fines, claims, demands, settlements, costs and expenses (including reasonable legal fees and expenses) of any nature whatsoever.

Code Compliance Change: Any modification of or amendment to the Construction Documents which is required by any Governmental Authority in connection with its review and inspection process and which also:

- (a) does not increase the total amount of the Development Budget;
- (b) does not extend the Guaranteed Date; and
- (c) does not materially reduce the value or utility of the Project or the mechanical, structural or architectural integrity thereof.

Completion Delay Event: Any actual delay in the completion of Developer's obligations under this Agreement that causes a delay in the critical path of the Project Schedule and is due to any (a) Significant Casualty (subject to Section 7.02 hereof); (b) Partial Condemnation which Developer reasonably expects to delay the completion of the Project beyond the Guaranteed Date; (c) Force Majeure Event (subject to Section 9.05 hereof); or (d) Owner Delay.

Condemnation: Any condemnation, requisition, confiscation, seizure or other taking or sale of the use of or title to the Project Site or any part thereof for any public or quasi-public purpose in, by or on account of any eminent domain proceeding or other action by any Governmental Authority or other Person under the power of eminent domain or otherwise or any transfer in lieu of or in anticipation thereof. A Condemnation shall be deemed to have occurred on the earliest of the dates that such use or title is taken or transferred.

Construction Budget: The sum of the Hard Cost Budget and the Soft Cost Budget delineated as such in the Development Budget, as the same may be revised in accordance with the provisions hereof.

Construction Contract: That certain construction management agreement by and between Developer and General Contractor for Project Construction in accordance with the Construction Documents.

Construction Documents: Collectively, the Plans and Specifications, the Construction Drawings, and the Change Orders.

Construction Drawings: The drawings, including schematic drawings, design development drawings, and construction drawings, prepared by Developer, General Contractor, Architect, or other Consultants and approved by Owner and District for Project Construction and any changes, modifications, or supplements thereto.

Construction Loan: That certain loan, including any NMTC Financing, provided by Lender pursuant to the Construction Loan Documents and used to finance the Development Costs for Construction of the Project in an amount as set forth in the Development Budget.

Construction Loan Documents: Those certain documents memorializing and securing the Construction Loan including, but not limited to a construction loan agreement, promissory note, mortgage and any other agreements, documents, or instruments evidencing, guarantying, securing or otherwise relating to the promissory note, or executed or delivered in connection with the Construction Loan, as such agreements, documents, and instruments may be amended, modified, extended, renewed or supplemented from time to time. In the event there is a conflict between the Construction Loan Documents on the one hand and this Agreement on the other hand, the Parties hereby agree that the Construction Loan Documents are to control.

Construction Oversight Agreement: That certain construction oversight agreement of even date herewith whereby Owner shall pay Henry Turley Company LLC the Construction Oversight Fee.

Construction Oversight Fee: The fee paid to Henry Turley Company LLC pursuant to and in accordance with the Construction Oversight Agreement in consideration of Henry Turley Company LLC's oversight of Project Construction.

Construction Phase: The period commencing with the date of Owner's delivery to Developer of a notice to proceed and ending on the Final Completion Date.

Consultant: Each Person (other than the Parties and their respective agents and employees) who contracts with, and is paid by or charges a fee to Developer, General Contractor, or both, to perform any duties or services relating to Project Construction. General Contractor and Architect are Principal Consultants (and Consultants). Contractors (other than General Contractor), and Suppliers are Consultants.

Contract Documents: Each contract and agreement relating to Project Construction entered into or to be entered into by Developer with Consultants, including, without limitation, the Construction Contract and the Architectural Contract, as each may be amended, modified, and/or restated from time to time.

Contractor: General Contractor, each subcontractor, and each sub-subcontractor providing work, labor, equipment, or materials under the Construction Budget and selected by Developer. Contractors (other than General Contractor) are Consultants.

County: The County of Madison, a political subdivision of the State.

CRA: The Jackson Community Redevelopment Agency, a public instrumentality created pursuant to the Community Redevelopment Act of 1998.

Debtor Relief Law: The Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

Deductive Change Order: A Change Order which would result in a decrease in the amount of any line item of the Development Budget.

Default: Any Event of Default or any condition, occurrence, or event which, after notice or lapse of time or both, would constitute an Event of Default.

Delay Damages: As defined in Section 4.02 hereof.

Developer: Healthy Community, LLC, a Tennessee limited liability company.

Developer Default: Any Developer Default Event or any condition, occurrence, or event which, after notice or lapse of time or both, would constitute a Developer Default Event.

Developer Default Event: As defined in Section 9.01 hereof.

Developer's Insurance: The insurance required to be maintained by Developer pursuant to this Agreement and as set forth in Exhibit "C" attached hereto and made a part hereof.

Developer Representative: The individual designated in writing by Developer to Owner and District as Developer's agent and contact for all purposes under this Agreement. When Developer's consent or approval is required hereunder, such consent or approval by Developer may be granted only by Developer Representative. The initial Developer Representative shall be, collectively, Pete Evans whose telephone number is (901) 527-2770 and email address is pevans@henryturley.com, and Lance Henderson whose telephone number is (901) 255-2125 and email address is lhenderson@henryturley.com.

Development Budget: As set forth in Exhibit "B" attached hereto and made a part hereof, the sum of (a) the Construction Budget and (b) the Development Fee, as the same may be revised in accordance with the provisions hereof.

Development Costs: All costs included in the Development Budget.

Development Cost Overruns: The amount, if any, by which the actual total Development Costs of the Project (as Finally Complete) exceeds the Fixed Price.

Development Fee: That portion of the Development Budget delineated as such therein, being the fee paid to Developer in accordance with the provisions of Section 3.01 hereof in consideration of the performance of the Services relating to the development of the Project.

District: Jackson-Madison County School System, a governmental entity and political subdivision of the state of Tennessee.

District Representative: The individual designated in writing by District to Owner and Developer as District's agent and contact for all purposes under this Agreement. The initial District Representative is Ray Washington whose telephone number is (731) 984-6023 and email address is trwashington@jmcass.org.

Dollars and "\$": Dollars in lawful currency of the United States of America.

Draw: As defined in Section 6.04 hereof.

Draw Request: As defined in Section 6.04 hereof.

Effective Date: The date set forth in the first paragraph of this Agreement.

Environmental Laws: Any present and future federal, state or local laws, common laws, ordinances codes, rules, orders, regulations, licenses, permits, governmental approvals, judgments, comfort letters, environmental deed restrictions, no further action letters, consent decrees, restrictions, or other requirements of, or legally binding agreement with, any Government Authority, in each case, relating to pollution, natural resources or wildlife, or the protection of human health, safety, the environment and natural resources, including laws relating to Hazardous Substances, reclamation of land and waterways, and emissions, discharges, Releases or threatened Releases of pollutants, contaminants, chemicals, or industrial, toxic or Hazardous Substances or wastes into the environment (including ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollution, contaminants, chemicals, or industrial, toxic or Hazardous Substances or wastes to the extent applicable to the relevant matter.

Event of Default: Any Developer Default Event or Owner Default Event.

Finally Complete and Final Completion: As defined in Section 4.04 hereof.

Final Completion Date: The date Final Completion is achieved.

Financial Closing: The closing of the Construction Loan.

Fixed Price: \$22,238,792.00, as the same may be revised in accordance with the provisions hereof.

Force Majeure Event: In reference to delays in the performance of obligations, that one or more of the following events (the existence of which at the Effective Date was not known, or would not reasonably have been expected to be discovered through the exercise of commercially reasonable due diligence, by Developer or any Consultant) have caused such delay: general strikes, acts of God, war, acts of terrorism, Abnormal Weather Conditions, Casualty, fire, storm, wind, flood, tornado, earthquake, explosions, government activities or inactivities directly interfering with Project Construction, including but not limited to quarantine or other governmental declared emergency, civil commotion and enemy action, discovery of the presence of any Hazardous Substance on the Project Site, and Unforeseen Site Conditions; but excluding, in all cases, any event, cause or condition that results from an act or omission of Developer or any Consultant, a breach by Developer or any Consultant of its obligations, representations or warranties hereunder or under the Contract Documents, from Developer's or any Consultant's financial condition or failure to pay or from the bankruptcy or insolvency of Developer or any Consultant, or any event, cause or condition which could have been avoided or which could be remedied or mitigated through the exercise of commercially reasonable efforts or the commercially reasonable expenditure of funds or other commercially reasonable action, election or arrangement which would correct or resolve the impact of such event on Project Construction.

GAAP: Generally accepted accounting principles in the United States applied on a consistent basis.

General Contractor: Crocker Construction Company, Inc, a Tennessee corporation, selected by Developer with the prior written approval of Owner and District. General Contractor is a Principal Consultant (and a Consultant).

Governmental Authority: Any federal, State or other political subdivision thereof or any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

Governmental Charges: All real estate taxes and assessments, and water and sewer charges and the cost of other utilities, together with, general and special, ordinary and extraordinary, unforeseen as well as foreseen, assessments, impositions, costs, fees, and other charges levied against or relating to, any part of the Project Site, which shall become due and payable during the Term.

Guaranteed Date: The date as of which the Project is required to be Substantially Complete in accordance with the provisions of Section 4.02 hereof and as shown in the Project Schedule. The initial Guaranteed Date is July 1, 2021; *provided, however*, Guaranteed Date shall be extended one (1) day for each day which Financial Closing occurs after March 1, 2020.

Hard Cost Budget: The hard cost budget delineated as such in the Development Budget, as the same may be revised in accordance with the provisions hereof.

Hazardous Substance: Any substance, waste, or material which (a) is classified, regulated, listed, defined, or otherwise characterized under any Environmental Law as toxic, explosive,

corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, a contaminant or a pollutant, or otherwise hazardous, including petroleum, crude oil or any fraction thereof, petroleum derivatives, byproducts and other hydrocarbons, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls and radon gas, any underground storage tanks, and toxic mold or fungus of a type that might pose a risk to human health or the environment or negatively impact the value of the Project Site; or (b) is or becomes regulated by any Governmental Authority, including any agency, department, commission, board or instrumentality of the United States or the State or any political subdivision of either of the foregoing.

Improvements: The improvements now existing or to be constructed on the Land as shown in the Construction Documents.

IRC: The Internal Revenue Code of 1986, as amended. Reference herein to any specific provision of the IRC shall be deemed to include a reference to any successor provision or provisions to such provision and to any regulations issued or proposed under or with respect to such provision.

IRS: The United States Internal Revenue Service.

JCM School Project Responsibility Matrix: The project responsibility matrix attached hereto as Exhibit "F" and made a part hereof.

Key Personnel: As set forth in Section 2.04 hereof.

Land: The underlying real estate described in Exhibit "A" hereof on which the Project is being constructed, renovated, and/or installed by Developer.

Lender: Truist Bank, a North Carolina banking corporation, and any other lender which has loaned (or will loan) money or has extended (or will extend) credit to Owner, including, without limitation, any lender associated with the NMTC Financing.

Lien: With respect to any asset, any mortgage, deed of trust, lien, pledge, hypothecation, charge, security interest or encumbrance of any kind in respect of such asset.

Minor Field Changes: Any modification of or amendment to the Construction Documents and/or the Contract Documents which:

- (a) does not increase the total amount of the Development Budget;
- (b) does not extend the Guaranteed Date; and
- (c) does not materially reduce the value or utility of the Project or the mechanical, structural or architectural integrity thereof.

Monthly Progress Report: As defined in Section 2.03(a) hereof.

New Market Tax Credit Program: A federal program created under the Community Renewal Tax Relief Act of 2000 to stimulate economic and community development in the low-income communities, as incorporated at Section 45D of the IRC.

NMTC Financing: The capital and/or financing provided in connection with the New Market Tax Credit Program.

Overdue Rate: A fixed rate of interest per annum equal to .0% points per annum above the Prime Rate.

Owner: Healthy Community Education Partners, Inc., a nonprofit public benefit corporation of the State of Tennessee.

Owner Default: Any Owner Default Event or any condition, occurrence, or event which, after notice or lapse of time or both, would constitute an Owner Default Event.

Owner Default Event: As defined in Section 9.03 hereof.

Owner Delay: Work on the critical path of the Project Schedule has been delayed by the actions or failure to act when action was due of Owner for more than ten (10) consecutive days following the time periods provided herein for such action to occur.

Owner Representative: The individual designated in writing by Owner to District and Developer as Owner's agent and contact for all purposes under this Agreement. The initial Owner Representative is Vicki Lake whose telephone number is (731) 984-2160 and email address is vicki.lake@wth.org.

Partial Condemnation: Any Condemnation which is not a Significant Condemnation.

Parties: Developer, Owner, and District, collectively.

Performance Bond and Payment Bond: The performance bond and payment bond required to be provided by the provisions of Section 2.11 hereof, the forms of which are shown in Exhibit "G" attached hereto and made a part hereof.

Permit: Any permit, license, certificate, approval, authorization, or consent from any Governmental Authority which is necessary for Project Construction, including, without limitation, all zoning and site plan approvals, erosion and sedimentation plan and NPDES permit approvals, subdivision approvals, building permits, certificates of compliance, and certificates of occupancy.

Person: Any individual, partnership, joint venture, firm, corporation, limited liability company, association, trust or other enterprise (whether or not incorporated), or any government or political subdivision or any agency, department or instrumentality thereof.

Plans and Specifications: The final plans and specifications for Project Construction prepared by Developer, General Contractor, and their Consultants, and approved in writing by Owner and District.

Prime Rate: The rate announced from time to time as the prime rate, base rate or reference rate in The Wall Street Journal. Any change in such prime rate announced by The Wall Street Journal shall take effect at the opening of business on the day specified in the public announcement of such change.

Principal Consultants: General Contractor and Architect. Principal Consultants are also Consultants.

Pre-Development Agreement: That certain Pre-Development Agreement dated June 26, 2019, by and between Parties and County for pre-development activities in connection with the Project.

Prime Lease: That certain Prime Lease Agreement between CRA, as lessor, and Owner, as lessee, pursuant to which CRA has leased the Land to Owner.

Project: The approximately 132,870 square foot educational complex to be constructed, renovated, and/or installed on the Project Site as described in the Construction Documents, including all buildings, structures, fixtures, and other improvements of every kind related thereto existing at any time and from time to time on or under the Project Site, together with any and all site development, all paving, grading, utility pipes, fencing, conduits and lines, signs, retaining walls, lighting, electrical and drainage structures, parking areas and roadways.

Project Construction: The design, construction, redevelopment, and installation of the Project on the Project Site as contemplated by the Construction Documents.

Project Development Account: As defined in Section 6.03 hereof.

Project Schedule: The schedule prepared and updated by Developer that represents the best current estimate of the timetable required to complete the Project. The initial Project Schedule approved by Owner and District is attached hereto as Exhibit "D" and made a part hereof.

Project Site: The Land together with the Improvements.

Punch List Item: Any unfinished items of on-site construction and correction of any such work that are not necessary for the issuance of any temporary or final certificate of occupancy or for completion of the Project in accordance with the terms of this Agreement, that will be completed within sixty (60) days following Substantial Completion, all as reasonably determined by the Parties; provided that such 60-day period shall be extended for a reasonable period of time which shall not exceed, in any event, 120 days in the aggregate, to enable completion of Punch

List Items, so long as Developer is in good faith diligently pursuing a resolution to any outstanding Punch List Item as of the end of such 60-day period.

Release: Any release, migrating, pumping, pouring, emptying, injecting, escaping, leaching, dumping, seepage, spill, leak, flow, discharge, disposal or emission of a Hazardous Substance into the environment, including ambient air, surface water, ground water or land.

Services: As defined in Section 2.03(a) hereof.

Services Agreements: As defined in Section 2.03(a) hereof.

Significant Casualty: That (a) the Project shall be totally destroyed by any cause, or (b) the Project or the Project Site shall be so substantially damaged or destroyed that reconstruction would require more than one (1) year to complete beyond the original scheduled Substantial Completion Date.

Significant Condemnation: That (a) title to all of the Project Site shall be taken or appropriated by a Governmental Authority under the power of eminent domain or otherwise, or (b) all of the Project Site shall be taken, confiscated, seized or requisitioned for use by any Governmental Authority under the power of eminent domain or otherwise, and any such taking, appropriation, confiscation, seizure or requisition for use pursuant to these clauses (a) and (b) is for a period that exceeds one hundred eighty (180) days or, if less, the remaining portion of Term.

Soft Cost Budget: The soft cost budget delineated as such in the Development Budget, as the same may be revised in accordance with the provisions hereof.

State: The State of Tennessee.

Sublease: That certain Sublease Agreement by and between Owner, as sublessor, District, as co-sublessee, and County, as co-sublessee, whereby Owner will lease to District and County the Project Site.

Substantial Completion Date: The date Substantial Completion is achieved.

Substantially Complete and Substantial Completion: That both (a) Architect has issued a Certificate of Substantial Completion, subject only to the completion of Punch List Items, if any, to be attached to such Certificate of Substantial Completion, and (b) the appropriate Governmental Authority has issued a temporary or permanent certificate(s) of occupancy.

Suppliers: The suppliers of materials to the Project, each of whom shall be selected by General Contractor subject to objection by Developer. Suppliers are Consultants.

Term: As defined in Section 4.01 hereof.

Termination Date: The date that is the earliest of (a) twelve (12) months after Substantial Completion, (b) the abandonment of the Project by Owner, (iii) the termination of this Agreement by Owner pursuant to the terms and provisions hereof, (iv) the termination of this Agreement by District pursuant to the terms and provisions hereof, and (v) the termination of this Agreement by Developer pursuant to the terms and provisions hereof.

Unforeseen Site Conditions: Any latent, concealed, or subsurface physical conditions that materially differ from the conditions which Developer reasonably anticipated.

Value Engineering: The engineering of the Project including, without limitation, the analysis of estimates, bids, or proposed costs and the making and adopting of recommendations of ways and means to reduce actual total Development Costs of the Project to an amount not exceeding the Fixed Price; *provided, however*, such recommendations shall not include any deletions or changes which render the Project incomplete or inadequate for its intended use as a public educational institution.

Warranty Period: Beginning on and including the Substantial Completion Date through and including the first (1st) annual anniversary thereof.

## ARTICLE II DEVELOPER'S OBLIGATIONS

Section 2.01. Engagement. Subject to the terms and conditions set forth herein, Owner hereby engages Developer for the performance of the duties herein set forth. Owner acknowledges that Developer is not a licensed architect or engineer. Subject to the provisions of this Agreement, Developer hereby accepts such engagement and, acting as an independent contractor, shall, during the Term, act as the developer in connection with the development, design, and construction of the Project. Developer agrees that it shall enter into a Construction Contract with General Contractor for Project Construction in accordance with the Construction Documents. Developer agrees that Owner and District shall be third-party beneficiaries of the Construction Contract.

### Section 2.02. Project Site.

(a) Owner shall make the Project Site available to Developer free and clear of restrictions on or impediments to Developer's use thereof for the performance of Developer's Services as set forth in this Agreement.

(b) Developer accepts the Project Site as-is, where-is, with all improvements, buildings, structures, infrastructure, defects and deficiencies, and with no representation, warranty, guarantee, promise, indemnity or other undertaking, express or implied, by Owner or District, regarding the condition of or the marketability or suitability for permitted use or value thereof. Developer acknowledges that neither Owner nor District have represented or warranted anything to Developer about the Project Site or anticipated conditions pertaining thereto, and Owner and District disclaim any representations or warranties to Developer regarding site conditions. Any information about the Project Site provided to Developer by Owner or District was provided for

informational purposes, and neither Owner nor the District can vouch for the accuracy of said information, and none of said information was provided as an inducement, representation or warranty to Developer upon which Developer is intended to rely. Developer shall perform its own due diligence and investigation regarding all Project Site conditions, whether readily observable or not, and shall not rely on any representation, warranty, statement or omission of Owner or District in entering into this Agreement. Developer shall rely solely and exclusively upon the results of its own due diligence and investigation as inducement into this Agreement.

(c) Developer shall, and shall cause General Contractor to, confine its operations to the Project Site and may not otherwise perform any construction work, preparation or staging on property of Owner, District, or other persons or entities outside the boundaries of the Project Site, except as approved in advance in writing by Owner and District and subject to such conditions as may be reasonably specified and approved by Owner or District. Developer shall not store any material or equipment on property of Owner, District, or other persons or entities outside the boundaries of the Project Site unless the off-site storage facility is properly secured, insured and bonded. Any loss or damage to stored material or equipment before installation on the Project Site shall be the responsibility of Developer and Developer shall ensure that Developer or General Contractor has appropriate insurance in place to protect against damage or expenses due to such loss or damage. Developer shall be responsible for safety at, and the securing of, the Project Site. Developer shall protect all work in place and materials stored offsite and shall at all times keep, and cause General Contractor and all other Consultants to keep, the Project Site reasonably clean and free from waste materials and rubbish. A mandatory pre-construction meeting shall be conducted by Owner and Developer prior to commencement of Project Construction for the purpose of reviewing security procedures, utility coordination, access to the Project Site, and construction coordination issues. Such meeting shall be attended, at a minimum, by Owner, District, Developer, General Contractor, and key Contractors, through their respective project managers and superintendents.

#### Section 2.03. Developer's Services.

(a) Subject to Section 3.01 hereof, Developer agrees to perform all Project Construction work and services required or necessary to complete the Project and other services customarily and reasonably within the general scope of such services and responsibilities, including, without limitation, the following (collectively, the "Services"):

(i) Negotiate and execute all agreements, purchase orders, amendments, and supplements related to Project Construction, including, without limitation, all surveys, architectural, environmental, geotechnical, and other testing or consulting service agreements, the Construction Contract, the Architectural Contract, and all other Contract Documents (collectively, as they may be amended, modified, and/or restated from time to time in accordance with the provisions hereof and thereof, the "Services Agreements"), which shall be consistent with the Development Budget, as amended;

(ii) Obtain all necessary Approvals and represent Owner as might be required by any Governmental Authority in connection therewith;

- (iii) Provide and update the Project Schedule for Owner;
- (iv) Provide assistance, oversight, and direction to Principal Consultants in developing the Construction Documents and all related submissions to any Governmental Authority;
- (v) Submit all Construction Documents and related design specifications to Owner and District for approval, and obtain such approval at least five (5) Business Days before releasing such documents for construction;
- (vi) Require General Contractor to obtain bids from Contractors in accordance with the Project Schedule;
- (vii) Diligently manage and monitor General Contractor's construction so as to keep actual construction costs within the Construction Budget;
- (viii) Provide Value Engineering and related assistance to Owner;
- (ix) Establish and implement appropriate administrative and financial controls for Project Construction, including:
  - (A) manage, coordinate, and/or work with Consultants, attorneys, and other professionals employed or retained in connection with Project Construction;
  - (B) keep Owner and District informed of Project progress on a regular basis by delivering monthly written progress reports to Owner and District no later than ten (10) Business Days after the end of each month, in the form of reports required by this Agreement ("Monthly Progress Reports"); and, if requested by the District Representative, appearing at board meetings to discuss the Monthly Progress Reports; and
  - (C) deliver an updated Project Schedule to Owner and District on a monthly basis along with the Monthly Progress Reports;
- (x) Verify services, work, equipment, materials, and labor used on the Project so that Developer will have a reasonable basis:
  - (A) to approve or disapprove requests for payment made by Consultants and any other parties with respect to Project Construction; and
  - (B) to determine that the Project is being designed, constructed, and completed in accordance with this Agreement and the Contract Documents or, if Project Construction is not being so completed, to promptly notify Owner and District;

(xi) As needed, attend job meetings and conferences required by this Agreement or called by Owner, General Contractor, or any other Consultant, and report on such conferences to Owner and District;

(xii) Review the results of, and inform Owner and District of actions to remedy, all inspections made by General Contractor, other Consultants, or any Governmental Authority;

(xiii) Prepare, file, and execute on Owner's behalf any notices of commencement and completion required or permitted to be filed on completion of the Project. As needed, act to obtain any certificates of occupancy or equivalent documents required for the occupancy of the Project (and provide copies to Owner and District);

(xiv) Following Substantial Completion, coordinate the compilation of all as-built Construction Documents, and operating and maintenance manuals for all applicable aspects of the Project. Deliver to Owner and District five (5) hard copy sets of as-built Construction Documents plus one (1) electronic copy of as-built Construction Documents;

(xv) Assist Owner and District in preparing punch list items, defect notices, or warranty claims;

(xvi) Provide Owner with any information reasonably requested by any Lender under the Construction Loan Documents, including without limitation, information relating to construction jobs as requested under a Community Benefits agreement with a Lender;

(xvii) Perform various management services, including, without limitation, all tax and NMTC Financing reporting requirements, administration of rent collection under the Sublease, administration of debt service under the Construction Loan, incorporation of the Project into the surrounding neighborhood and community, coordination with Owner and Governmental Authorities to improve surrounding infrastructure that provides safe and walkable streets and sidewalks, assisting with the expansion of the Project's connectivity to other community anchors, remediating slum and blight from the surrounding neighborhood and community via programs such as the Blight Elimination Program and the Tennessee Loan Repair Program, and all other attendant and related tasks; and

(xviii) Provide the following additional services:

(A) regularly observe and record all significant activities related to Project Construction during the Construction Phase;

(B) manage and administer compliance with all contractual requirements of Consultants and other parties with whom Owner or Developer has contracted in connection with Project Construction, and notify Owner and District in writing in the event that any such requirements are not being met;

(C) use diligent efforts to maintain a cooperative attitude among the Consultants;

(D) use diligent efforts to have General Contractor maintain on a current basis a daily written log or diary to record job conditions (including daily weather conditions, a list of important visitors or officials to the Project Site, daily progress and activities on the Project Site, which Contractors worked each day, and the number of Contractors which worked each day), which log or diary will be available to Developer, Owner, and District for review and copying upon request;

(E) use diligent efforts to cause General Contractor to keep, on behalf of General Contractor and Developer, available for inspection by Owner and District at any time, in the field office, a complete set of all Construction Documents and Contract Documents;

(F) in collaboration with Principal Consultants, use procedures to expedite the processing and approval of shop drawings;

(G) use diligent efforts to have General Contractor maintain on a current basis a log of approvals of requests for information (“RFI’s”), submittals, and shop drawings to make sure all such terms and drawings have been properly approved by General Contractor before starting related work;

(H) use diligent efforts to have General Contractor receive material samples furnished at the Project Site by other Consultants, record the date the samples (or copies) are received and from whom, and notify Owner and District, if applicable, of the availability of the samples for examination;

(I) direct General Contractor to review and approve any RFI from Owner as necessary, and see that proper clarifications are issued, with all clarifications noted in the Construction Drawings, dated, and initialed by the issuing party;

(J) attend all construction meetings and conferences and use diligent efforts to have General Contractor prepare complete and accurate minutes for all such meetings and issue them to all parties who attended or as Owner and/or District may direct;

(K) subject to the requirements of the Agreement, use reasonably diligent efforts to coordinate the processing of any Change Orders and submissions to Owner and District for approval;

(L) perform periodic Project Site supervision and observations of Project work in progress as a basis for determining conformance of such work and

any materials and equipment with the Construction Documents, and report any defective work or deficiencies to General Contractor, Owner, and District;

(M) verify and confirm the progress of the Project work and the amounts requested by General Contractor for payment;

(N) coordinate Project Site safety with General Contractor.

(b) Developer shall perform the Services and deliver the finished Project to Owner at a total cost to Owner equal to the Fixed Price. Developer shall cause all Development Costs to be paid either from the proceeds of Draws promptly upon receipt from Owner or, with respect to Development Cost Overruns, as set forth in Section 6.01 hereof.

(c) Developer shall be permitted to contract with any qualified Consultant to perform any one or more of the Services; *provided, however*, regardless of how Developer may contract for or obtain any services, labor, or materials in connection with the development of the Project, Developer shall have the responsibility to Owner for the completion of the Project in accordance with this Agreement and as set forth in the Construction Documents, within the time period set forth herein, and at a cost not to exceed the Fixed Price.

(d) Developer shall perform the Services in accordance with the standard of care and expertise normally employed by development firms performing similar services, and all duties under this Agreement shall be measured and interpreted in accordance with such standard of performance.

(e) Prior to Final Completion, Developer shall obtain and submit to Owner and District all certifications by Developer, General Contractor, Architect, and others, together with schedules, documents, and copies of documents, permits and approvals, application for payment, monthly progress reports, and any other information required hereunder.

(f) Notwithstanding anything to the contrary contained herein, Developer shall not be responsible for and the Services shall not include any line item set forth in the JCM School Project Responsibility Matrix and the responsibility for which has been assumed and undertaken by a party other than Developer.

#### Section 2.04. Development Team.

(a) Developer shall supply qualified staff and employ qualified and appropriately licensed Consultants to perform all of the Services in a prompt and timely manner. All such qualified staff shall be paid by Developer from the Development Fee, and all such qualified and appropriately licensed Consultants shall be paid from the Development Budget.

(b) Developer confirms that Developer's team includes the Contractors and Consultants listed in Exhibit "E" attached hereto and made a part hereof.

(c) Developer has assigned to the Project the following persons (collectively referred to herein as “Key Personnel”), who shall be available to Owner for consultation at all reasonable times:

NAME	POSITION
Pete Evans	Developer Representative
Lance Henderson	Developer Representative
Ray Washington	District Representative
Vicki Lake	Owner Representative

Key Personnel shall provide such time commitments as may be reasonably necessary so that the Services are properly performed in accordance with this Agreement.

(d) Developer Representative shall be the liaison and coordinator among Owner, District, and Developer, shall be the principal person responsible to Owner and District for the management of the Project and shall have the full authority to bind Developer and District hereunder, including the authority to negotiate and execute Change Orders.

(e) In the performance of this Agreement, Developer and Consultants shall comply with all Applicable Laws, including those affecting employees. Developer, Consultants, and all personnel used or employed by Developer and/or Consultants to perform the Services shall have and keep all required or necessary licenses, permits, and insurance coverages.

Section 2.05. Limitations and Restrictions.

(a) Developer agrees to act in good faith and with prudence and diligence in performance of the Services; *provided, however*, Developer shall not be liable for any delay, loss, or damage to Owner to the extent that such delay, loss, or damage is caused by Owner’s failure to provide Developer upon request with funds necessary to permit Developer to perform hereunder.

(b) Developer, Consultants, and their respective contractors, subcontractors, subconsultants, agents, employees, and others supplying labor, equipment, or material by or through them to the Project may not do either of the following without Owner’s prior written consent (and in the case of item (ii) of this Subsection, without District’s prior written consent)

(i) make any expenditure or incur any obligation on behalf of Owner unless otherwise permitted by this Agreement; or

(ii) make any change to the Construction Documents or the Guaranteed Date, unless otherwise permitted by this Agreement.

(c) Notwithstanding anything to the contrary contained herein, Developer may take the actions described in subparagraphs (b)(i) of this Section without Owner’s prior written consent, if:

(i) Developer in its reasonable, good faith judgment considers that such action is necessary to preserve the structural integrity of the Project or to protect the safety and welfare of people or property. If Developer takes such action, Developer shall immediately notify Owner of the action taken, and, if required under Section 2.06 hereof, an appropriate Change Order shall be issued in connection therewith.

(ii) Such action is necessary to comply with the requirements of a Governmental Authority.

(iii) Developer requests that Owner or District consent to such action in writing, and Owner or District (as applicable) fails to respond to such request within five (5) Business Days after the date of such request

Section 2.06. Change Orders.

(a) Developer shall not modify the Construction Documents or utilize a Change Order except upon the terms and conditions set forth in this Section.

(b) The following modifications to the Construction Documents which are undertaken by Developer shall not require the approval of either Owner or District:

(i) Minor Field Changes;

(ii) Code Compliance Changes; and/or

(iii) A shift by Developer from one (1) line item in the Development Budget to another line item that does not increase the total amount of the Development Budget;

(c) Except for those modifications set forth in the preceding subsection (b), any modification of the Construction Documents that either Developer, Owner, or District may deem necessary or desirable shall be requested of the other Parties via a Change Order Request which shall set forth in detail the nature of the requested modification. Upon agreement in writing by Developer and Owner of any adjustments in time and/or costs for the Services necessitated by any Change Order Request, and upon approval thereof by District, such Change Order Request and the associated estimated changes in time and/or cost shall constitute a Change Order.

(i) If such Change Order would not result in an increase in the total amount of the Development Budget or an extension of the Guaranteed Date, no further action shall be required in connection with such Change Order.

(ii) If such Change Order would, in and of itself, constitute an Additive Change Order, it will be valid and effective only (A) if Developer agrees that after payment of such additional costs, sufficient funds remain in the Development Budget to complete the Project in accordance with this Agreement; (B) if the Additive Change Order were paired

with a Deductive Change Order in an amount such that the total amount of the Development Budget, after accounting for the net effect of the paired Change Orders, would not result in an increase in the total amount of the Development Budget; (C) if, as a result of net decreases in the total amount of the Development Budget due to any prior Deductive Change Order(s) or savings from other line items in the Development Budget, the Additive Change Order would not increase the total amount of the Development Budget; (D) in the case of a Force Majeure Event, if the Change Order would result in an increase in the total amount of the Development Budget or a delay of the Guaranteed Date, Owner shall agree that, after Value Engineering and other efforts of the Parties to address any potential shortfall have been undertaken, and upon exhaustion of all of the proceeds of the Construction Loan and any other available Project funds, funds are required to complete the Project Construction, Owner shall deposit an amount equal to any such increase attributable to the Change Order in the Project Development Account and/or agree in writing to an appropriate extension of the Guaranteed Date, as applicable.

(d) Each Change Order Request initiated by Developer shall be delivered to Owner and District by email pursuant to Section 10.03(iii) hereof and contain all information reasonably necessary for Owner and District to evaluate the proposed change. District shall respond within five (5) business days after receipt of the Change Order Request, and the Change Order Request will be deemed approved if there is a failure to respond to the Change Order Request by District within the 5-day period.

(e) Agreement on any Change Order Request shall constitute a final settlement on all direct costs covered therein, subject to performance thereof and payment therefor pursuant to the terms of this Agreement.

(f) Change Orders requested by Owner or District which are outside the scope of the Construction Documents and which increase the total amount of the Development Budget shall be at the sole cost and expense of Owner or District whichever requests such Change Order.

#### Section 2.07. Insurance Obligations

(a) Throughout the Term, Developer shall acquire and maintain in force Developer's Insurance, and such Developer's Insurance shall be a cost of the Project.

(b) Owner and Developer waive all rights against each other and the agents, employees, and Affiliates of each, for damages caused by fire or any other peril to the extent covered by any property insurance obtained under this Section or any other property insurance applicable to the Project Construction, except rights to proceeds of that insurance.

(c) Developer shall cause General Contractor to obtain and maintain property casualty insurance pursuant to this Agreement and as set forth in Exhibit "C" attached hereto and made a part hereof. In the event Developer fails to cause such insurance coverages to be obtained, Developer shall pay all costs of restoration of the Project arising from such uninsured event.

(d) Developer shall cause Architect to obtain and maintain professional errors and omissions insurance coverage with limits in amounts reasonably acceptable to Owner and District.

Section 2.08. Environmental Matters.

(a) Except for its agents and employees fully qualified to do so and then in full compliance with all Environmental Laws, Developer may not:

(i) direct, suffer, or permit any of its Project agents and employees to handle, use, manufacture, store, or dispose of any Hazardous Substance in or about the Project Site; or

(ii) knowingly or negligently suffer or permit:

(A) any Hazardous Substance to be used by any third-party in any manner not fully in compliance with all Environmental Laws; or

(B) any Hazardous Substance to be used, handled, manufactured, stored, remediated, abated, released or disposed of by its agents, employees, Consultants, or by any other third-party in any manner not fully in compliance with all Environmental Laws; or

(C) the Project Site to become contaminated with any Hazardous Substance.

(b) Notwithstanding the foregoing, Developer may handle, store, use, or dispose of any Hazardous Substance to the extent customary and necessary for the performance of Developer's duties hereunder to the extent the same is done in a safe and lawful manner, and in full compliance with all Environmental Laws. Developer shall also take reasonable precautions to prevent any handled, stored, used, or disposed Hazardous Substance from contaminating the Land or the environment or violating any Applicable Laws.

(c) Developer shall promptly provide Owner with complete and accurate copies of all disposal tickets for materials (hazardous or not) from the Project Site that are disposed of off the Project Site.

Section 2.09. Developer Records.

(a) Developer will establish and maintain at its office designated in the notice provision of this Agreement a complete set of books, accounts, records, plans and files (including the Plans and Specifications) for the Project. Such records shall be sufficient for the preparation of financial statements in accordance with GAAP. All books and records made or kept by Developer pertaining to the Project shall be available for and subject to audit, inspection, and copying by Owner or Owner Representative and District or District Representative during normal business hours and after reasonable notice. Developer shall cooperate with Owner and District to provide copies of

documents necessary to Owner and District upon the reasonable request of Owner or District and payment of reasonable costs to Developer.

(b) Business and financial records shall be maintained by Developer and available to Owner and District for three (3) years after Final Completion; *provided, however*, records regarding any dispute involving the Project shall be retained for at least three (3) years following the resolution of such dispute. Before destruction of any such records by Developer, Developer shall notify Owner and District of its intention to destroy the records and, upon request of Owner or District, Developer shall make the records available to the requesting Party for transfer, at the sole expense of such requesting Party.

(c) If requested, Developer shall cooperate with Owner and District to ensure the proper and timely filing of all forms, reports and returns required by Governmental Authorities and relating to the Project.

#### Section 2.10. Construction Warranties.

(a) Developer shall cause to be warranted to Owner and District by Consultants that the completed Project will be in conformity with the Construction Documents and free of material defects in workmanship and materials during the Warranty Period. Developer shall assist Owner and District in conducting a warranty inspection of the Project prior to the expiration of the Warranty Period. Developer shall assist Owner and District in enforcement of warranties and coordinate all warranty work until all provisions of the Warranty Period are satisfied. Developer shall be entitled to reimbursement for all reasonable costs incurred in conducting such warranty inspections, in enforcement of warranties and in the coordination of all warranty work, including without limitation, travel, lodging, professional fees incurred to third parties, and the like, to the extent that any defect in the work under warranty was not due to the fault or neglect of Developer.

(b) At least thirty (30) days before the expiration of the Warranty Period, Owner or District may deliver to Developer a list of defects in workmanship and materials. Developer shall cause General Contractor or other appropriate Consultants to repair or replace any defective part of the Project promptly after its discovery during the Warranty Period. For purposes of this Section, “defects in workmanship and materials” shall not include ordinary wear and tear, misuse, abuse, or improper maintenance. Such warranties also apply to all utility facilities, including transmission lines, constructed or installed as part of the Project (including the portions thereof outside the Project Site) and shall run for one (1) year after the Substantial Completion Date.

(c) Warranties required by the Construction Documents and this Agreement shall commence on the Substantial Completion, Date or designated portion thereof if not all buildings are Substantially Complete, unless otherwise provided in this Agreement or the Certificate of Substantial Completion.

(d) NOTWITHSTANDING THE FOREGOING, NEITHER DEVELOPER NOR GENERAL CONTRACTOR MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES OR THE IMPROVEMENTS OTHER THAN AS EXPRESSLY

CONTAINED HEREIN, WITH RESPECT TO DEVELOPER, OR IN THE CONSTRUCTION CONTRACT, WITH RESPECT TO GENERAL CONTRACTOR, AND BOTH DEVELOPER AND GENERAL CONTRACTOR HEREBY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 2.11. Payment Bond and Performance Bond. Developer shall cause General Contractor to provide payment and performance bonds from a surety approved by Owner and in the form attached hereto as Exhibit “G” and made a part hereof (each bond to be in the amount of the Construction Budget, with General Contractor as contractor and principal, Developer, as developer, and Owner and District as owner/obligee).

### ARTICLE III DEVELOPER’S COMPENSATION

#### Section 3.01. Development Fee.

(a) In consideration of the performance of Developer’s Services relating to the development of the Project as set forth in this Agreement, Owner shall pay Developer the Development Fee of \$585,451.00, which shall be deemed earned and shall be payable as follows:

(i) Fifty percent (50%) of the Development Fee (\$292,725.50) shall be deemed earned and shall be due and payable on the Effective Date.

(ii) Thirty percent (30%) of the Development Fee (\$175,635.30) shall be deemed earned and shall be due and payable in fifteen (15) equal monthly installments of \$11,709.02, with the first such installment due on the first day of the month following the commencement of the Construction Phase and the remainder of such installments due on the first (1st) day of each month thereafter.

(iii) Twenty percent (20%) of the Development Fee (\$117,090.02) shall be deemed earned and shall be due and payable upon Substantial Completion.

(b) Development Fee payments may be delayed or withheld in whole or in part if there exists a Developer Default Event. If Owner so withholds payment, then, upon Developer curing or otherwise resolving such Developer Default Event, the installment schedule set forth in foregoing subsection (ii) shall be recalculated based on a revised Project Schedule prepared by Developer to reflect the Developer Default Event and subject to approval by Owner and District. Development Fee payments shall not be delayed or withheld for any reason other than an uncured Developer Default Event.

Section 3.02. Construction Oversight Fee. Owner shall pay Henry Turley Company LLC the Construction Oversight Fee pursuant to and in accordance with the Construction Oversight Agreement.

Section 3.03. Interest on Developer Compensation. Any amount payable to Developer pursuant to this Article which is not paid on the due date therefor shall bear interest at the Overdue Rate from the due date to the date paid by Owner.

ARTICLE IV  
TERM; COMPLETION

Section 4.01. Term. The term of this Agreement (the “Term”) shall be the period commencing on the Effective Date and ending on the Termination Date or otherwise as provided in this Agreement. The Parties recognize that Developer has performed some Services prior to the Effective Date. Further, the Parties acknowledge and agree that Developer’s services under Section 2.03(a)(xvii) hereof shall expressly survive the termination of this Agreement.

Section 4.02. Substantial Completion.

(a) When Developer considers that the Services for the Project have been substantially performed, Developer shall so notify Owner and District in writing. Upon receipt of Developer’s notification, Owner and District, together with Architect and Developer, shall make an inspection of the Project Site during which the Parties shall prepare a list of Punch List Items, which enumerates those items that remain to be completed and the estimated costs before the Project can be considered Finally Complete. General Contractor shall, before the Project is considered Finally Complete, complete or correct such Punch List Items the resolution of which Developer will oversee.

(b) Developer shall achieve Substantial Completion not later than the Guaranteed Date, which may be extended at no expense to or obligation of Developer due to the occurrence of any Completion Delay Event. Owner and District understand and agree that Developer and General Contractor may adjust near-term schedules from time to time in order for Developer to achieve Substantial Completion by the Guaranteed Date. The Parties agree that the Guaranteed Date shall be extended one (1) day for each day which Financial Closing occurs after March 1, 2020 at no expense to or obligation of Developer.

(c) (i) In the event that District shall not be able to occupy and operate the Project on or before the Guaranteed Date (subject to any extensions of that date as expressly provided for in this Agreement), Developer shall pay to Owner Two Thousand and No/100 Dollars (\$2,000.00) per day following the Guaranteed Date while Owner is unable to use the Project for its intended purpose (“Delay Damages”). Developer’s liability for Delay Damages shall not begin to accrue until the date following the Guaranteed Date, as such date may be extended pursuant to this Agreement.

(ii) Any liquidated damages assessed pursuant to this Section shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages, whether special or consequential, and of whatsoever nature, incurred by Developer that are occasioned by any delay in achieving Substantial Completion on or before the Guaranteed Date. The Parties have bargained for this stipulated damages

provision, giving consideration to the following: The Parties recognize that failure of the Project to open on schedule would cause Owner and District to suffer loss of services available to District students, upheaval and distress to District students during their school year, which damages are impossible to determine with certainty. The Parties further recognize that the failure of the Developer to reach Substantial Completion may cause Owner to sustain additional interest carry costs. As such, the damages to be suffered by Owner and District in the event of a failure by Developer to timely reach Substantial Completion of the relevant buildings are difficult to quantify and the parties wish to stipulate to the amount thereof. In addition, the Parties expressly agree that all stipulated damages herein are not in any way a penalty.

(iii) Payment by Developer under this Section shall be monthly in arrears on the tenth (10th) day of each month, or if such day is not a Business Day, on the immediately succeeding Business Day.

#### Section 4.03. Completion Delay Events.

(a) The Parties acknowledge that Project Construction may be delayed for reasons beyond Developer's control. Therefore, the Parties agree that the Guaranteed Date shall be extended one (1) day for each day of any delay in the achievement of Substantial Completion caused by Completion Delay Events. Other than Completion Delay Events, no other event, circumstance, or occurrence shall be the basis for an extension of the Guaranteed Date under this Section. Notwithstanding the foregoing, in the event delays to the Project are encountered for any reason, the Parties agree to undertake all reasonable steps to mitigate the effect of such delay.

(b) Upon the occurrence of an event which constitutes or may constitute a Completion Delay Event, Developer shall notify Owner and District as soon as possible (but in any event within fifteen (15) Business Days) and shall keep complete, detailed, and accurate records relating to such event including, without limitation, the precise effect on Developer's ability to perform the Services. If Developer asserts that an event constitutes or may constitute a Completion Delay Event, Developer shall provide to Owner and District a detailed written description of such event and why it constitutes a Completion Delay Event. The determination that a Completion Delay Event has occurred must be evidenced by written affirmation of Architect.

#### Section 4.04. Final Completion.

(a) For purposes of this Agreement the Project will be deemed finally complete ("Finally Complete" or "Final Completion") shall be deemed to have occurred) when:

(i) All Services are fully performed and the Project Improvements are constructed in accordance with the Construction Documents (including completion of all Punch List Items), all buildings and facilities have been thoroughly cleaned and no work whatsoever remains to be done to complete the Services required by this Agreement (except ongoing warranty oversight); and

(ii) Developer has delivered to Owner and District the Architect's certificate stating that (A) the Project has been completed in accordance with all Construction Documents as approved (or deemed approved) by Owner and District, and (B) no Punch List Item remains incomplete; and

(iii) All required final certificates of occupancy are issued by the appropriate Governmental Authorities; and

(iv) the Project is free from all Liens and Claims asserted against Owner or its interests by Consultants (as evidenced in part by Developer's delivery to Owner of final, fully and properly executed lien waivers and releases from all such Consultants) except to the extent such Liens or Claims have been filed or asserted as a result of Owner's failure to satisfy its payment obligations hereunder; and

(v) Owner and District shall have received an "as built" ALTA/ACSM survey of the Project Site certified to Owner showing no encroachments by the Project on or over any property outside the Project Site and otherwise reasonably acceptable to Owner and District; and

(vi) All appropriate Governmental Authorities having jurisdiction over the Project have given their final approval of the Project; and

(vii) Developer has delivered to Owner and District all Construction Documents, operation and maintenance manuals for materials, equipment and systems incorporated into the Project, completed all Owner and District training, and provided and assigned to Owner all warranties and related items required by the Contract Documents; and

(viii) Expiration of thirty (30) days after filing Notice of Completion in Madison County Register's Office.

(b) Final Completion shall occur within a reasonable time after the Substantial Completion Date, but in no event later than one hundred twenty (120) days after the Substantial Completion Date; *provided however*, if one or more of the above conditions to Final Completion shall be unfulfilled sixty (60) days after written notice thereof from Developer to Owner due solely to any Owner Default, then Developer may disregard that condition and declare the Project Finally Complete under this Agreement.

## ARTICLE V REPRESENTATIONS AND WARRANTIES

Section 5.01. Developer's Representations and Warranties. Developer makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The execution and delivery by Developer of this Agreement, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof and thereof (i) are within the power, legal right, and authority of Developer; (ii) are legal and will not conflict with or constitute on the part of Developer a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of Developer under the provisions of, any charter instrument, bylaw, operating agreement, indenture, mortgage, deed of trust, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which Developer is a party or by which Developer or its properties are otherwise subject or bound, or, to its knowledge, any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over Developer or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate action on the part of Developer. This Agreement is the valid, legal, binding, and enforceable obligation of Developer except as such enforceability may be limited by Debtor Relief Laws that affect the enforcement of creditors' rights in general and the availability of equitable remedies and, in the case of indemnification obligations, public policy. The officer of Developer executing this Agreement is duly and properly in office and is fully authorized and empowered to execute the same for and on behalf of Developer.

(b) Developer is a limited liability company of the State and is in good standing under the laws of the State, and is duly qualified to transact business in the State.

(c) To the best of Developer's knowledge, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of Developer, threatened against or affecting Developer in any court or by or before any Governmental Authority or arbitration board or tribunal that involve the likelihood of materially and adversely affecting the properties, business, prospects, profits, operations, or condition (financial or otherwise) of Developer, the ability of Developer to perform its obligations hereunder, or the transactions contemplated hereby; or that, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to which Developer is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby, nor is Developer aware of any facts or circumstances currently existing that would form the basis for any such action, suit, or proceeding. Developer is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, Governmental Authority, or arbitration board or tribunal. All tax returns (federal, state, and local) required to be filed by or on behalf of Developer have been duly filed (or an extension timely filed), and all taxes, assessments, and other Governmental Charges shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by Developer in good faith, have been paid or adequate reserves have been made for the payment thereof.

(d) Neither Developer nor any of its business or properties, nor any relationship between Developer and any other Person, nor any circumstance in connection with the execution, delivery, and performance by Developer of its obligations under this Agreement is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any Governmental Authority on the part of Developer in

connection with the execution, delivery, and performance of this Agreement or the consummation of any transaction herein contemplated, except as shall have been obtained or made and as are in full force and effect, except as are not currently obtainable. To the knowledge of Developer, it will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of Governmental Authorities as may be required on or prior to the date Developer is legally required to obtain the same.

(e) No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of Developer, it is not in default or violation in any material respect under any charter instrument, bylaw, operating agreement, or other agreement or instrument to which it is a party or by which it may be bound. For purposes of this subsection (e), a default or violation shall be deemed “material” if it would adversely affect the ability of Developer to perform its obligations hereunder.

(f) To the knowledge of Developer, it is not in violation of Applicable Laws to which it is subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (that are currently obtainable) necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain might materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of Developer.

Section 5.02. Owner’s Representations and Warranties. Owner makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The execution and delivery by Owner of this Agreement, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof and thereof (i) are within the power, legal right, and authority of Owner; (ii) are legal and will not conflict with or constitute on the part of Owner a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of Owner under the provisions of, any charter instrument, bylaw, operating agreement, indenture, mortgage, deed of trust, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which Owner is a party or by which Owner or its properties is otherwise subject or bound, or, to its knowledge, any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or Governmental Authority or body having jurisdiction over Owner or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate corporate action on the part of Owner. This Agreement is the valid, legal, binding, and enforceable obligation of Owner except as such enforceability may be limited by Debtor Relief Laws that affect the enforcement of creditors’ rights in general and the availability of equitable remedies and, in the case of indemnification obligations, public policy. The officer executing this Agreement is duly and properly in office and is fully authorized and empowered to execute the same for and on behalf of Owner.

(b) Owner is a nonprofit public benefit corporation of the State and is in good standing under the laws of the State, and is duly qualified to transact business in the State.

(c) To the best of Owner's knowledge, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of Owner, threatened against or affecting Owner in any court or by or before any Governmental Authority or arbitration board or tribunal that involve the likelihood of materially and adversely affecting the properties, business, prospects, profits, operations, or condition (financial or otherwise) of Owner, the ability of Owner to perform its obligations hereunder, or the transactions contemplated hereby; or that, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to which Owner is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is Owner aware of any facts or circumstances currently existing that would form the basis for any such action, suit, or proceeding. Owner is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, Governmental Authority, or arbitration board or tribunal. All tax returns (federal, state, and local) required to be filed by or on behalf of Owner have been duly filed (or an extension timely filed), and all taxes, assessments, and other Governmental Charges shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by Owner in good faith, have been paid or adequate reserves have been made for the payment thereof.

(d) Neither Owner nor any of its business or properties, nor any relationship between Owner and any other Person, nor any circumstance in connection with the execution, delivery, and performance by Owner of its obligations under this Agreement is such as to require any additional consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any Governmental Authority on the part of Owner in connection with the execution, delivery, and performance of this Agreement or the consummation of any transaction herein contemplated, except as shall have been obtained or made and as are in full force and effect, except as are not currently obtainable. To the knowledge of Owner, it will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of Governmental Authorities as may be required on or prior to the date Owner is legally required to obtain the same.

(e) No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of Owner, it is not in default or violation in any material respect under any charter instrument, bylaw, operating agreement, or other agreement or instrument to which it is a party or by which it may be bound. For purposes of this subsection (e), a default or violation shall be deemed "material" if it would adversely affect the ability of Owner to perform its obligations hereunder.

(f) To the knowledge of Owner, it is not in violation of any Applicable Laws to which it is subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (that are currently obtainable) necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain might materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of Owner.

(g) The Project will be utilized exclusively for Owner's exempt purposes; accordingly, it qualifies for an exemption from *ad valorem* taxes levied by the State, pursuant to Tenn. Code Ann. § 67-5-212.

Section 5.03. District's Representations and Warranties. District makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The execution and delivery by District of this Agreement, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof and thereof (i) are within the power, legal right, and authority of District; (ii) are legal and will not conflict with or constitute on the part of District a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of District under the provisions of, any charter instrument, bylaw, operating agreement, indenture, mortgage, deed of trust, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which District is a party or by which District or its properties is otherwise subject or bound, or, to its knowledge, any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or Governmental Authority or body having jurisdiction over District or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate corporate action on the part of District. This Agreement is the valid, legal, binding, and enforceable obligation of District except as such enforceability may be limited by Debtor Relief Laws that affect the enforcement of creditors' rights in general and the availability of equitable remedies and, in the case of indemnification obligations, public policy. The officer executing this Agreement is duly and properly in office and is fully authorized and empowered to execute the same for and on behalf of District.

(b) District is a governmental entity and political subdivision of the state of Tennessee.

(c) To the best of District's knowledge, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of District, threatened against or affecting District in any court or by or before any Governmental Authority or arbitration board or tribunal that involve the likelihood of materially and adversely affecting the properties, business, prospects, profits, operations, or condition (financial or otherwise) of District, the ability of District to perform its obligations hereunder, or the transactions contemplated hereby; or that, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to which District is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is District aware of any facts or circumstances currently existing that would form the basis for any such action, suit, or proceeding. District is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, Governmental Authority, or arbitration board or tribunal. All tax returns (federal, state, and local) required to be filed by or on behalf of District have been duly filed (or an extension timely filed), and all taxes, assessments, and other Governmental Charges shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by District in good faith, have been paid or adequate reserves have been made for the payment thereof.

(d) Neither District nor any of its business or properties, nor any relationship between District and any other Person, nor any circumstance in connection with the execution, delivery, and performance by District of its obligations under this Agreement is such as to require any additional consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any Governmental Authority on the part of District in connection with the execution, delivery, and performance of this Agreement or the consummation of any transaction herein contemplated, except as shall have been obtained or made and as are in full force and effect, except as are not currently obtainable. To the knowledge of District, it will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of Governmental Authorities as may be required on or prior to the date District is legally required to obtain the same.

(e) No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of District, it is not in default or violation in any material respect under any charter instrument, bylaw, operating agreement, or other agreement or instrument to which it is a party or by which it may be bound. For purposes of this subsection (e), a default or violation shall be deemed “material” if it would adversely affect the ability of District to perform its obligations hereunder.

(f) To the knowledge of District, it is not in violation of any Applicable Laws to which it is subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (that are currently obtainable) necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain might materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of District.

## ARTICLE VI

### DEVELOPMENT COSTS; PROJECT SCHEDULE; AND DRAW REQUESTS

#### Section 6.01. Development Costs.

(a) Owner and District have approved the Development Budget attached hereto as Exhibit “B”, as may be amended as needed to reflect changes to the Project approved by Owner and District. Developer may reallocate demonstrated costs savings in any line item(s) of the Development Budget to other line item(s) of the Development Budget so long as the Fixed Price is unaffected.

(b) The duties and obligations of Developer hereunder are subject to sufficient funds being made available to the Project in order for Developer to perform such duties and obligations. The Parties acknowledge and agree that the only source of funds available for payment of Development Costs are the proceeds derived from (i) the Construction Loan, (ii) Owner’s or District’s own funds under the circumstances described in Section 2.06(f) hereof, or (iii) Developer’s own funds in the event of Development Cost Overruns.

(c) In the event of Development Cost Overruns despite reallocation of savings and amendment of the Project Budget, Developer agrees to pay for any Development Cost Overrun, as hereinafter provided:

(i) Developer is not responsible for any Development Cost Overrun resulting from (A) a Force Majeure Event, (B) Owner Delay, (C) change order requested by Owner or District pursuant to Section 2.06(f) hereof, (D) Significant Casualty as provided in Section 7.02(b) hereof, and/or (E) Partial Condemnation as provided in Section 7.03(c) hereof.

(ii) Developer shall notify Owner and District within five (5) days after determining that actual Development Costs will exceed the Fixed Price and shall set forth in such notice Developer's estimation of Development Cost Overruns. Developer shall promptly inform Owner and District of any changes to the Development Cost Overruns payable by Developer. Developer agrees to indemnify and hold Owner and District harmless from and against any liability for payment of the Development Cost Overruns.

(iii) Developer's responsibility for any Development Cost Overrun is subject to Developer's right to engage in Value Engineering in accordance with Section 6.06 hereof.

(iv) Developer shall pay or cause to be paid all Development Cost Overruns on or prior to the date any such Development Cost Overruns shall be due and payable. With respect to any work attributable to Development Cost Overruns, Developer shall be required to furnish to Owner all of the information otherwise required for a Draw Request pursuant to the provisions hereof, even though Developer is required to pay all such Development Cost Overruns. Promptly upon payment of any Development Cost Overruns, Developer shall obtain and furnish to Owner lien waivers with respect to the Development Cost Overruns paid and the work performed in connection therewith.

(v) Notwithstanding anything in this Agreement, Developer shall not be responsible for the payment of any Development Cost Overruns until all of the proceeds of the Construction Loan and any other available Project funds provided for in the Development Budget have been exhausted.

#### Section 6.02. Project Schedule.

(a) Owner and District have approved the Project Schedule attached hereto as Exhibit "D", as may be amended as needed to reflect changes to the Project approved by Owner and District.

(b) Developer shall provide Owner with information in connection with updating the Project Schedule as construction progresses, and the Project Schedule shall be modified from time to time based on such updates to the extent such modifications are approved in writing by Owner, District, and Developer. If the development and construction of the Project does not progress in accordance with the dates required by the Project Schedule, Developer shall advise Owner of all

reasonably available means to speed up the work, including utilization of overtime, additional work crews and alternate material suppliers.

#### Section 6.03. Project Development Account.

(a) Within ten (10) Business Days after the Effective Date, Developer shall open and thereafter keep open one (1) operating account (the “Project Development Account”). The Project Development Account shall be at Truist Bank located in Memphis, Tennessee, and both Developer and Owner shall be authorized signatories on the account, although absent a Developer Default, only Developer’s signature on checks drawn on the Project Development Account shall be required.

(b) Developer shall deposit or cause to be deposited by Lender, all Draws and Development Fee installments into the Project Development Account. Developer shall make all Project payments to itself and Consultants (other than General Contractor) from the Project Development Account. Developer shall make, keep, and furnish to Owner, upon request, accurate records of all deposits and withdrawals from the Project Development Account. Each withdrawal record made by Developer shall indicate the associated Draw Request, the payee, the amount, the date, the type of Development Cost involved, and any other information that Owner or Lender reasonably requires.

(c) All funds in the Project Development Account shall be separate from, and not commingled with, all other funds of Developer.

(d) If there exists an uncured Developer Default Event, then Owner, following the expiration of any cure period set forth herein, may assume sole control of the Project Development Account during the pendency of such uncured Developer Default Event after ten (10) Business Days’ notice to Developer. During such time, (x) Owner shall be solely liable for payment of all sums held in and disbursed from the Project Development Account, (y) Developer shall not be held responsible for any action or inaction of Owner related to the Project Development Account, and (z) Owner shall indemnify Developer for any actions taken by or failed to be taken by Owner related to Owner’s takeover of the Project Development Account.

(e) The Parties agree that a disbursement agreement will be entered into with respect to disbursement process relating to the Construction Loan. To the extent that the foregoing provisions of this Section 6.03 conflict with the provisions of such disbursement agreement, the Parties agree that the provisions of disbursement agreement shall control.

#### Section 6.04. Draw Requests and Draws.

(a) Developer shall make all requests (“Draw Requests”) for payments of Development Costs (“Draws”) in writing to Owner. Only one (1) Draw Request may be made in any thirty (30) day period, each Draw Request shall be made at least fifteen (15) days prior to the date funds are requested to be made available, and all Draw Requests shall be subject to the prior approval of Owner and Developer. Draws may be used only to pay for Development Costs incurred.

(b) Draw Requests shall include the following and any other information reasonably required by Owner and/or Lender (a copy of which shall be provided to District):

(i) Summary Report: A listing, by Development Budget line item, of Development Costs incurred, in the form and specificity reasonably required by Owner.

(ii) Detail Report: A listing by Consultant for each of the Development Budget line items listed in the Summary Report, in the form and specificity reasonably required by Owner.

(A) *Supporting Documentation*. A copy of all schedules of values for amounts of at least Ten Thousand Dollars (\$10,000) (and, if requested by Owner, for lesser amounts for particular items) or other documentation supporting the total amount of the current Draw Request, including:

(1) An Application and Certificate of Payment (AIA Document G702), or other document acceptable to Owner, which shall include certifications by General Contractor, Architect, and Developer that Project Construction to the date of the Draw Request is in substantial compliance with the Construction Documents and certification by Architect of the percentage of completion of Project Construction as of date of the Draw Request;

(2) A copy of General Contractor's application for payment, including its conditional lien waivers on progress payments for work in process;

(3) Contractors' duly executed unconditional lien waivers (AIA Document G706) for progress payments made from the previous Draw; and

(4) Other documents reasonably necessary to support Development Costs to be paid by the Draw.

(B) *General Ledger Detail Report*: A cash-basis general ledger reflecting all activity from the date of the most recent Draw Request to the date of the current Draw Request.

(C) *Statement of Cash Receipts and Disbursements*: A listing of all sources and uses of cash from the date of the most recent Draw Request to the date of the current Draw Request.

(D) *Other Supporting Documentation*: All other documents and information reasonably required by Owner or Lender under the Construction Loan Documents.

(c) Owner and Developer acknowledge and agree that written approval of a particular Draw Request by Owner is a prerequisite to funding of such Draw Request or any portion thereof. Owner, upon receipt of the Draw Request from Developer, shall promptly approve of such Draw Request that are proper for approval so that Developer may process the Draw Request and pay all such costs; *provided, however:*

(i) If Owner shall dispute a Draw Request, Owner shall notify Developer in writing within ten (10) Business Days of Owner's receipt thereof.

(ii) Upon receipt of such a dispute notice, Developer shall provide any additional information or documentation to Owner to explain the nature and propriety of the amount in question.

(iii) If Owner shall continue to dispute a Draw Request after receiving such additional information or documentation, Owner shall notify Developer in writing within five (5) Business Days of Owner's receipt of such additional information or documentation.

(iv) Any failure to dispute a Draw Request, or to continue to dispute a Draw Request, within the ten (10) and five (5) Business Day periods described in paragraphs (i) and (ii) of this subsection (c) shall be deemed to constitute acceptance of such Draw Request by Owner.

(v) District shall be provided written notification of Owner's approval or dispute of a Draw Request.

(d) Developer shall discharge or cause to be discharged of record by bond or otherwise, within twenty (20) days following the date whereupon Developer receives actual knowledge of the filing, of any Lien or Claim filed against the Project for work or materials claimed to have been furnished at Developer's request to or for the benefit of Developer and/or the Project. If Developer shall fail to cause such Lien or Claim to be so discharged or bonded within such period, in addition to any other right or remedy Owner may have, Owner may, but shall not be obligated to, discharge such Lien or Claim by procuring the discharge of such Lien or Claim by the deposit in a court or by bonding, and, in any event, Owner shall be entitled, if Owner shall so elect, to compel the prosecution of any action for the foreclosure of such Lien or Claim by the lienor or claimant and to pay the amount of the judgment, if any, in favor of the lienor, with interest, costs and allowances. Developer shall be liable to Owner, on demand and from time to time, for any sum or sums so paid by or on behalf of Owner and all costs or expenses incurred by Owner, including, but not limited to, reasonable attorneys' fees actually incurred in prosecuting such discharge or in defending any such action; *provided, however,* that if such Lien is established as a result of Owner's failure to make payments hereunder or under the Construction Contract, then Developer shall not be responsible for the removal or satisfaction of such Lien under this Section. Developer agrees to provide Owner with written notice of any Lien filed against the Project promptly following Developer's obtaining actual knowledge of such Lien.

Section 6.05. Reimbursement for Construction Advances. In the event Developer makes any advance to General Contractor or pursuant to any other Construction Contract prior to the date Owner is required to fund such advance, Developer shall be entitled to seek reimbursement for such advance from Owner but only if, and to the extent, such advance is in accordance with the Development Budget, Project Schedule, and the applicable Construction Contract or such expenditure is approved in writing by Owner. Developer shall submit to Owner a summary of expenses incurred along with all appropriate backup documentation to support the expenses incurred (including but not limited to copies of General Contractor billing statements, Contractor billing statements, lien waivers and other relevant documentation which is required to support the amount of the reimbursement being requested).

Section 6.06. Value Engineering. In the event that Developer determines that the actual total Development Costs of the Project shall exceed the Fixed Price, then upon Developer's determination that such action is necessary, Developer, Architect and General Contractor will undertake Value Engineering to reduce the Development Costs of the Project, subject to approval by Owner and District.

## ARTICLE VII CONDEMNATION AND CASUALTY

### Section 7.01. Developer's Duties in Case of Loss.

(a) Developer shall promptly notify Owner and District of any fire or other damage to the Project or any portion of the Project Site. Developer shall arrange for an insurance adjuster to view the Project Site or the Project before any necessary repairs are commenced. Developer may not settle any losses, complete loss reports, adjust losses, or endorse loss drafts without Owner's and District's prior written consent.

(b) Developer shall promptly notify Owner and District of any personal injury or property damage occurring to the Project or on the Project Site.

### Section 7.02. Casualty.

(a) If, prior to Substantial Completion, a Significant Casualty occurs, then District shall have the right to terminate this Agreement as of the date of such Significant Casualty (i) by notifying Developer and Owner within sixty (60) days after such Significant Casualty, and (ii) subject to (A) Owner's payment of amounts for which Developer is responsible, including, without limitation, work or materials currently in place or ordered, but not yet paid for by Owner (plus applicable fees thereon), any sums Developer is responsible to pay General Contractor under the Construction Contract, plus a prorated portion of any remaining unpaid amount of the Development Fee from Owner to Developer; (B) Owner's payment of all amounts due to any Consultants or other parties in connection with Project Construction; and (C) those matters that expressly survive the termination of this Agreement as set forth herein.

(b) If, prior to Substantial Completion, a Significant Casualty occurs but District does not elect to terminate this Agreement as provided in the preceding Subsection, then Developer shall, subject to the availability of funds to reconstruct the Project and to pay the Development Fee, upon written notice from District acknowledging same, promptly proceed to reconstruct, restore, and repair the Project and/or the Project Site, as applicable, to the condition substantially equivalent to its condition immediately prior to the Significant Casualty. In such event, a Completion Delay Event shall be deemed to have occurred as of the date of the Significant Casualty, and the completion deadlines under this Agreement shall be extended in accordance with Section 4.03 hereof.

#### Section 7.03. Condemnation.

(a) If, during the Term, a Significant Condemnation occurs, then District shall terminate this Agreement as of the date of such Significant Condemnation (i) by giving written notice to Developer and Owner, and, (ii) subject to (A) Owner's payment of amounts for which Developer is responsible, including, without limitation, work or materials currently in place or ordered, but not yet paid for by Owner (plus applicable fees thereon), any sums Developer is responsible to pay General Contractor under the Construction Contract, plus a prorated portion of any remaining unpaid amount of the Development Fee from Owner to Developer; (B) Owner's payment of all amounts due to any Consultants or other parties in connection with Project Construction; and (C) those matters that expressly survive the termination of this Agreement as set forth herein.

(b) If, during the Term, a Partial Condemnation occurs, then District shall give Developer and Owner prompt written notice thereof, and the part of the Project Site so taken shall no longer constitute part of the Project, but this Agreement shall continue in full force and effect as to the remainder of the Project Site not so taken; *provided, however*, that upon any Partial Condemnation, District may elect to terminate this Agreement if (i) in the good faith judgment of District, the remaining portion of the Project Site cannot be economically and practically utilized by District for Project Construction and operation of the Project; or (ii) the Partial Condemnation shall have a material adverse effect upon the means of access to the Project Site or the Project. District shall give notice to Developer and Owner of District's election to terminate this Agreement not later than sixty (60) days after notice of such Partial Condemnation, and this Agreement shall terminate, subject to (x) Owner's payment of amounts for which Developer is responsible, including, without limitation, work or materials currently in place or ordered, but not yet paid for by Owner (plus applicable fees thereon), any sums Developer is responsible to pay General Contractor under the Construction Contract, plus a prorated portion of any remaining unpaid amount of the Development Fee from Owner to Developer; (y) Owner's payment of all amounts due to any Consultants or other parties in connection with Project Construction; and (z) those matters that expressly survive the termination of this Agreement as set forth herein.

(c) If, during the Term, a Partial Condemnation occurs but District does not elect to terminate this Agreement as provided in the preceding Subsection and Developer reasonably expects the Partial Condemnation to delay the completion of the Project beyond the Guaranteed, then a Completion Delay Event shall be deemed to have occurred as of the date of the Partial

Condemnation and the completion deadlines under this Agreement shall be extended in accordance with Section 4.03 hereof and a revised Development Budget and revised Construction Documents shall be prepared by Developer and submitted to Owner and District for their approval (such approval not to be unreasonably withheld), and which shall, upon Owner's and District's approval thereof, reflect the changes to the Project and the cost to complete the Project as a result of such Partial Condemnation.

ARTICLE VIII  
COVENANTS AND AGREEMENTS

Section 8.01. Negative Covenants of Developer. Developer shall not, without the prior written consent of Owner and District, do or permit to be done any of the following:

- (a) Amend or modify the Construction Contract, the Architectural Contract, or the Construction Documents (except upon the terms and conditions set forth in Section 2.06 hereof); and
- (b) Amend or modify the Project Budget, other than to reallocate demonstrated line item savings, as necessary.

Section 8.02. Owner's and District's Obligations. During the Term, Owner and District shall:

- (a) cooperate with Developer in developing and finalizing the Contract Documents, the Construction Documents, the Project Schedule, the Development Budget, and Construction Loan Documents for the Project;
- (b) promptly respond to requests from Developer including giving necessary consents and approvals to Developer within any reasonable time for such consent or approval specified by Developer; *provided, however*, if Owner or District shall fail or refuse to respond to any such request from Developer within five (5) Business Days, such failure or refusal shall be deemed an approval thereof;
- (c) ensure Owner Representative and District Representative, respectively, attend Project progress meetings to discuss procedures, progress, problems and scheduling;
- (d) direct through Developer any and all communications with Consultants and any others related to Project Construction;
- (e) not consent to any amendment to any Construction Loan Document the result of which would be to increase the duties, obligations or liabilities of Developer without Developer's prior written consent;
- (f) review and approve all Draw Requests in accordance with Article VI hereof, ensure the timely funding of all Development Costs in accordance with the Development Budget, and

ensure that all monthly applications for payment for Development Costs, Development Fees, and any other expenses and reimbursements that are properly prepared and submitted in accordance with the requirements of this Agreement are promptly paid; and

Section 8.03. Indemnity.

(a) Developer shall indemnify, defend, and hold harmless Owner and District, their members, and their respective officers, managers, directors, agents, and employees from and against any and all Claims, demands, losses, liabilities, actions, lawsuits, and other proceedings, judgments, awards, costs, and expenses (including reasonable attorneys' fees and disbursements) related to the Project and arising out any breach of Developer's representations or obligations hereunder, except for such Claims, demands, losses, liabilities, actions, lawsuits, and other proceedings, judgments, awards, costs, and expenses (including reasonable attorneys' fees and disbursements) as are caused directly by the negligence of Owner and/or District, or their officers, directors, or employees. The indemnity obligation provided for herein shall terminate upon the Termination Date, *provided* that Developer shall be and remain liable for any liability arising hereunder prior to the Termination Date.

(b) Owner shall indemnify, defend, and hold harmless Developer, and its officers, directors, agents, and employees from and against any and all Claims, demands, losses, liabilities, actions, lawsuits, and other proceedings, judgments, awards, costs, and expenses (including reasonable attorneys' fees and disbursements) related to the Project and arising out of any breach of Owner's representations or obligations hereunder, except for such Claims, demands, losses, liabilities, actions, lawsuits, and other proceedings, judgments, awards, costs, and expenses (including reasonable attorneys' fees and disbursements) as are caused directly by the negligence of Developer, or its officers, directors, or employees. The indemnity obligation provided for herein shall terminate upon the Termination Date, *provided* that Owner shall be and remain liable for any liability arising hereunder prior to the Termination Date.

(c) Notwithstanding anything to the contrary contained herein, Owner acknowledges that any and all latent conditions, environmental conditions, Hazardous Substances or contamination existing on, in or under, or affecting, the Project Site as of the Effective Date (whether known or unknown) are the sole responsibility of Owner. Owner will defend, indemnify and hold Developer harmless and hereby releases Developer and all of its officers, employees, directors, members and agents from any and all Claims, demands, liabilities, costs and expenses (including reasonable attorneys' fees) caused by, growing out of, or otherwise happening in connection with any such environmental or other conditions for which Owner is responsible under this Section. Owner further acknowledges that it will be solely responsible for the cost of all remediation of any environmental or other conditions and contamination for which it is responsible under this Section.

Section 8.04. Related Contracts.

(a) Developer agrees, at Developer's expense, to enforce or cause to be enforced, performance, as applicable, of provisions of the Services Agreements in a commercially

reasonable manner such that all work performed and services provided under each Services Agreement will be performed and provided, as the case may be, in accordance with its terms. Notwithstanding the foregoing, Owner and District shall have the right to enforce each such Services Agreement directly, and Developer shall cooperate with Owner and District in all reasonable respects to such enforcement. Upon the request of Owner and District from time to time, Developer shall provide or cause to be provided to Owner and District a list and copies of all Services Agreements.

(b) Developer shall use commercially reasonable efforts to include in all Services Agreements and any other contracts it executes in connection with the Project after the Effective Date an indemnity provision requiring the other contracting party to indemnify and save harmless Owner and its officers, directors, managers, agents, and employees from and against all Claims, losses, and liability resulting from any damage to, injury to, or death of, people or property caused by, occasioned by, in connection with, or arising out of the performance of the Services or work of that contracting party, its employees, or agents, and from and against all related fees, costs, and attorneys' fees and costs.

(c) Subject to the terms and provisions of this Agreement, Owner and District recognize and acknowledge that Developer may contract with and/or obtain goods and services for the Project from subsidiaries and other Affiliates of Developer; *provided, however*, all such arrangements must be previously approved in writing by Owner.

Section 8.05. Assignment of Guaranties and Warranties. Developer, as assignor, hereby conditionally assigns, transfers and sets over to Owner, as assignee, all of its right, title, and interest in and to all guaranties and warranties received by Developer from Consultants in connection with the design, construction, and development of the Project, *provided* Developer shall be subrogated to the rights of Owner with respect to any Claims which have been guaranteed hereunder and satisfied by Developer pursuant hereto. Developer shall not take, and has not taken, any action or done anything which could limit the enforceability of such guaranties and warranties.

Section 8.06. Inspections and Monitoring. Owner, District, and Lender each may inspect and monitor the Project and the Services at any time, upon reasonable prior notice to Developer, Developer Representative, or the General Contractor. However, Owner, District, and Lender, as applicable, will be required to sign in with Developer at the Project Site and to follow Developer's safety regulations in all respects. No such inspections or monitoring shall be of a nature that causes any delays in the progress of the development of the Project. In the event any such inspections or monitoring shall cause any delays in the progress of the development of the Project, the Guaranteed Date shall be extended by the number of days of such delay, *provided* that Developer shall give written notice to Owner and District of any such claimed delays within seven (7) days after the event causing any such delay.

Section 8.07. Utilities.

(a) Developer, as part of the Services, shall:

(i) install, or cause to be installed, all infrastructure required to provide the Project with utilities, including, without limitation, electricity, water, sewer, gas, telephone and fiber optic cable (including internet service);

(ii) install, or cause to be installed, all connections and wiring for fully servicing the Project in accordance with the Construction Documents; and

(iii) construct and install, or cause to be constructed and installed, all sewer facilities within and outside the Project Site that are required or contemplated by the Project;

(b) Included as Development Cost will be all costs and expenses for the provision of all utilities to the Project Site in a timely manner for purposes of enabling Developer to perform the Services in accordance with this Agreement and as needed for utilities to be available at the Project permanently after Final Completion.

(c) Developer shall prepare and negotiate such contracts, easements, licenses and other agreements as are necessary or desirable for the provision of water, sewer, gas, electric, telephone, cable television and other utilities (collectively, “Access and Utility Agreements”), in capacities adequate for the development and use of the Project for its intended purposes. Developer is hereby authorized by Owner and District to sign all such Access and Utility Agreements as agent for and in the name of Owner and/or District. Owner shall cooperate in all reasonable respects with respect to granting easements on Owner’s and property where reasonably required to facilitate the provision of utilities to the Project Site.

ARTICLE IX  
DEFAULT; TERMINATION; AND FORCE MAJEURE EVENT

Section 9.01. Developer Default Events. The occurrence of any one or more of the following events (whether such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) shall constitute a “Developer Default Event”:

(a) Developer shall fail or refuse to provide any of the Services or to perform any other duties or obligation under this Agreement in the manner and within the time period required by this Agreement and such failure or refusal shall continue for a period of thirty (30) days after written notice specifying such failure or refusal and requesting that it be corrected, cured, or remedied shall have been given to Developer by Owner or District. In the case of any failure that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Owner and District, such failure shall not constitute a Developer Default Event if corrective action shall be instituted by Developer within the applicable period and diligently pursued until the failure shall have been corrected, cured, or

remedied to the satisfaction of Owner and District (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(b) A Consultant shall commit or permit a breach of any of the duties or obligations required to be performed by Developer under this Agreement in the manner and within the time period required by this Agreement and such breach shall continue for a period of thirty (30) days after written notice specifying such breach and requesting that it be corrected, cured, or remedied shall have been given to Developer by Owner or District. In the case of any breach that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Owner and District, such breach shall not constitute a Developer Default Event if corrective action shall be instituted by Developer or Consultant within the applicable period and diligently pursued until the failure shall have been corrected, cured, or remedied to the satisfaction of Owner and District (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(c) Any representation or warranty made by Developer in any statement or certificate furnished to Owner or District shall prove to have been inaccurate in any material respect as of the date of the issuance or making thereof and shall not have been corrected within thirty (30) days after written notice specifying such inaccuracy and requesting that it be corrected, cured, or remedied shall have been given to Developer by Owner or District. In the case of any such inaccuracy that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Owner and District, such inaccuracy shall not constitute a Developer Default Event if corrective action shall be instituted by Developer within the applicable period and diligently pursued until the inaccuracy shall have been corrected, cured, or remedied to the satisfaction of Owner and District (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(d) Developer shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any Debtor Relief Law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of, or taking possession by, any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(e) An involuntary case or other proceeding shall be commenced against Developer seeking liquidation, reorganization or other relief with respect to it or its debts under any Debtor Relief Law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days; or an order for relief shall be entered against Developer under the federal bankruptcy laws as now or hereafter in effect; or

(f) Developer shall fail to maintain Developer's Insurance as required by Section 2.07 hereof.

Section 9.02. Owner's and District's Remedies.

(a) Upon the occurrence of any Developer Default Event and at any time thereafter, Owner or District may, so long as such Developer Default Event is continuing, terminate this Agreement, subject to the Construction Loan Documents, and in addition to any other right or remedy Owner may have on account of such Developer Default Event.

(b) In order to entitle Owner or District to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

(c) Upon any termination of the Agreement under the provisions of this Section:

(i) Owner shall pay to Developer, within sixty (60) days of the date of such termination, reimbursable costs payable hereunder up to the date of such termination; *provided; however*, Owner may offset any amounts payable as Delay Damages to Owner against any amount to be paid to Developer under this subsection;

(ii) Developer and Owner shall meet as soon as practicable and, as approved by Lender and District, Developer shall develop a program to transfer or shut down the Project, give appropriate notices, and implement an appropriate program to secure the Property against unlawful entry and vandalism;

(iii) Owner shall promptly pay to Developer the cost of all services, materials and supplies, if any, which may have been ordered or requested by Developer as a result of its obligations arising under this Agreement so long as such items consist of Development Costs and have been paid for by Developer as of the date of termination or are paid for by Developer within forty-five (45) days after the date of termination; and

(iv) To the extent required by Owner or District, Developer shall assign to Owner or District and Owner or District (as the case may be) shall assume Services Agreements, and in such case Owner shall indemnify Developer against any liability for obligations of Developer under the assumed Services Agreements accruing after the date of such assumption, except to the extent such liability results from Developer's malfeasance, willful misconduct, negligence or misrepresentation.

(d) In the event that this Agreement is terminated for any reason, all Construction Documents and Contract Documents shall become the property of Owner and District, or shall be assigned to Owner or District, as applicable, upon payment in full by Owner of all amounts due to Developer under or as a result of a breach of this Agreement *provided; however*, Owner may offset any amounts payable as Delay Damages to Owner against any amount to be paid to Developer

under this subsection. Developer shall require a consistent provision in the Construction Contract and Architect's Contract.

Section 9.03. Owner Default Event. The occurrence of any one or more of the following events (whether such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) shall constitute an "Owner Default Event":

(a) Owner shall fail or refuse to pay Development Costs (other than Development Cost Overruns) or to make any payment to Developer under Section 3.01 hereof in a manner and within the time required by this Agreement and such failure shall continue for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to Owner by Developer. In the case of any failure that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Developer, such failure shall not constitute an Owner Default Event if corrective action shall be instituted by Owner within the applicable period and diligently pursued until the failure shall have been corrected, cured, or remedied to the satisfaction of Developer (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(b) Owner shall fail to perform or cause to be performed any other covenant, condition, or provision on its part herein contained within the time period required by this Agreement and such failure shall continue for a period of thirty (30) days after written notice specifying such failure and requesting that it be corrected, cured, or remedied shall have been given to Owner by Developer. In the case of any failure that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Developer, it shall not constitute an Owner Default Event if corrective action shall be instituted by Owner within the applicable period and diligently pursued until the failure shall have been corrected, cured, or remedied to the satisfaction of Developer (but in no event shall the cure period exceed ninety (90) days from the expiration of the initial thirty (30) day period);

(c) Any representation or warranty made by Owner in any statement or certificate furnished to Developer in connection with this Agreement shall prove to have been inaccurate in any material respect as of the date of the issuance or making thereof and shall not have been corrected within thirty (30) days after written notice specifying such inaccuracy and requesting that it be corrected, cured, or remedied shall have been given to Owner by Developer. In the case of any such inaccuracy that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Developer, it shall not constitute an Owner Default Event if corrective action shall be instituted by Owner within the applicable period and diligently pursued until the inaccuracy shall have been corrected, cured, or

remedied to the satisfaction of Developer (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(d) The occurrence of a default or an event of default under any Construction Loan Document, not resulting from a Developer Default Event, and the continuation thereof beyond any cure or grace period provided therein;

(e) Owner shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any Debtor Relief Law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of, or taking possession by, any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing; or

(f) An involuntary case or other proceeding shall be commenced against Owner seeking liquidation, reorganization or other relief with respect to it or its debts under any Debtor Relief Law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days; or an order for relief shall be entered against Owner under the federal bankruptcy laws as now or hereafter in effect.

#### Section 9.04. Developer's Remedies.

(a) Upon the occurrence of an Owner Default Event for failure to pay Development Costs, Developer shall have the right, in addition to any other rights Developer may now or hereafter have at law or in equity or by statute, to terminate this Agreement and Owner covenants and agrees to pay to Developer amounts for which Developer is responsible, including, without limitation, work or materials currently in place or ordered, but not yet paid for by Owner (plus applicable fees thereon), any sums Developer is responsible to pay General Contractor under the Construction Contract or any other Consultants under any other Contract Documents, plus any remaining unpaid amount of the Development Fee that would have been earned had the Project been fully completed.

(b) For any Owner Default Event (other than failure to pay Development Costs), Developer shall be entitled to pursue any other remedies at law or in equity other than termination of this Agreement with the understanding that neither the occurrence of an Owner Default (other than Owner's failure or refusal to pay Development Costs or the Development Fee after the expiration of any applicable cure or grace period) nor the pendency of a Claim constitute grounds for the suspension of performance by Developer, in whole or in part unless Developer is excused from performance in writing by Lender and District.

(c) In order to entitle Developer to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 9.05. Force Majeure Event. No Party shall be in default under this Agreement to the extent that such Party's performance is delayed or otherwise made impossible or impracticable by a Force Majeure Event. Developer shall not be required to incur any cost or expense as a result of a Force Majeure Event, and time frames required for performance hereunder shall be extended in accordance with Section 4.03 hereof during the pendency of any Force Majeure Event. Developer shall advise Owner and District of any Force Majeure Event promptly after receiving notice thereof. In the event that Developer shall fail to advise Owner or District of such Force Majeure Event within thirty (30) days after receiving notice thereof, its rights to claim such event shall be deemed waived.

## ARTICLE X MISCELLANEOUS

Section 10.01. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, supersedes all prior negotiations, representations, understandings and agreements of, by or among the Parties, express or implied, oral or written which are fully merged herein. The express terms of this Agreement control and supersede any course of performance and/or customary practice inconsistent with any such terms. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement unless such agreement is in writing and signed by the Party against whom enforcement of such change, modification, discharge or abandonment is sought.

Section 10.02. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall be deemed personal to Developer, Owner, and District and, as such, may not be assigned by any Party without the prior written approval of the other Parties, which approval may be withheld in such Parties' absolute and sole discretion; *provided, however*, that this Agreement may be collaterally assigned by Owner as security financing on the Project. Developer shall continue to perform its obligations under this Agreement following any such assignment, *provided* Developer continues to receive its Development Fee and funding for the Project continues. Notwithstanding the forgoing, Developer may also assign this Agreement, without the approval of the other Parties, to an Affiliate of Developer.

Section 10.03. Notices. All notices required or permitted to be given under this Sublease shall be in writing and shall be deemed given and received: (i) one Business Day after deposit prepaid with a reputable overnight courier; (ii) upon personal delivery during regular business hours of the recipient; (iii) upon transmission via email during regular business hours of recipient, with a confirmation copy mailed by first class mail, postage prepaid, addressed to the other Parties' address; or (iv) by mail, postage prepaid, to the address of the Parties listed below by depositing the same with the United States Postal Service, to be effective three (3) days after mailing:

- (a) If to Owner at: Healthy Community Education Partners, Inc.  
 ATTN: Vicki Lake  
 111 E. Main Street, Ste. 201  
 Jackson, TN 38301  
 Email: vicki.lake@wth.org
- with copy to: Spragins, Barnett & Cobb, PLC  
 ATTN: Nicholas B. Latimer  
 312 East Lafayette Street  
 Jackson, TN 38301  
 Email: nbl@spraginslaw.com;
- (b) if to District at: Jackson-Madison County School System  
 ATTN: Superintendent  
 310 North Parkway  
 Jackson, TN 38305  
 Email: trwashington@jmcoss.org
- with copy to: Rainey, Kizer, Reviere & Bell, P. L. C.  
 ATTN: Dale Thomas  
 209 East Main Street  
 Jackson, TN 38301  
 Email: dthomas@raineykizer.com; and
- (c) if to Developer at: Healthy Community, LLC  
 ATTN: Pete Evans  
 65 Union Avenue, 12th Floor  
 Memphis, TN 38103  
 Email: pevans@henryturley.com
- &
- ATTN: Lance Henderson  
 65 Union Avenue, 12th Floor  
 Memphis, TN 38103  
 Email: lhenderson@henryturley.com
- with copy to: Martin, Tate, Morrow & Marston, P.C.  
 ATTN: Clayton C. Purdom  
 6410 Poplar Avenue, Suite 1000  
 Memphis, TN 38119  
 Email: cpurdom@martintate.com

The Party to receive notices and the place notices are to be sent for any Party may be changed by notice given pursuant to the provisions of this Section.

Section 10.04. No Waiver. Neither the failure nor any delay on the part of any Party to this Agreement to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege operate as a waiver with respect to any other such occurrence. No waiver shall be effective unless it is in writing and is signed by the Parties asserting such waiver.

Section 10.05. Time. The Parties acknowledge and agree that time is of the essence in the performance of this Agreement.

Section 10.06. Limited Third-Party Beneficiary Rights. This Agreement is made solely and specifically between and for the benefit of the Parties, and their respective successors and permitted assigns, subject to the express provisions hereof relating to successors and assigns, and, except as expressly set forth below, no other Person shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

Section 10.07. Non-Exclusive Remedies. Except as otherwise provided herein, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every such remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. It is expressly agreed that the remedy at law for breach by any of the Parties for its obligations hereunder is inadequate in view of the complexities and uncertainties in measuring the actual damages that would be sustained by reason of any Party's failure to comply fully with each of such obligations. Accordingly, the obligations of each Party are expressly made enforceable by specific performance, except as otherwise specifically provided herein.

Section 10.08. Additional Acts. In connection with this Agreement and the transactions contemplated hereby, the Parties each agree to execute and deliver such additional documents and instruments and take all such necessary action and perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement.

Section 10.09. Severability. The provisions of this Agreement are independent of and separable from each other, and no provisions shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other provision may be invalid or unenforceable in whole or in part.

Section 10.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected on this Agreement as the signatories.

Section 10.11. Captions. The captions in this Agreement are inserted for convenience of reference, they form no part of this Agreement and shall not affect its interpretation.

Section 10.12. Waiver of Jury Trial. THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY FOR ANY LITIGATION ARISING WITH RESPECT TO THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT.

Section 10.13. Waiver of Special Damages. Notwithstanding anything in this Agreement that may be to the contrary, all Claims, demands, losses and damages assertible by any of the Parties against the other in any suit or cause of action arising out of or relating to this Agreement are limited to direct, proximately caused damages, and exclude all special, consequential or indirect damages including, without limitation, business loss or interruption and lost profit.

Section 10.14. Relationship Between Parties. The relationship of the Parties shall be limited to the development and construction of the Project as described herein. Nothing herein shall be deemed to create a partnership or joint venture between or among the Parties, or to authorize any Party to act as general agent (as opposed to any specific agency relationship created by this Agreement) for any other Party.

Section 10.15. Authorized Representatives. Any consent, approval, authorization or other action required or permitted to be given or taken under this Agreement by Developer, Owner or District, as the case may be, shall be given or taken only by Developer Representative, Owner Representative, or District Representative, respectively. Any Party may from time to time designate other or replacement authorized representatives to the other Parties. The written statements and representations of Developer Representative, Owner Representative, or District Representative shall be binding upon the Party for whom such person is an authorized representative, and the other Parties shall have no obligation or duty whatsoever to inquire into the authority of any such representative to take any action which he or she proposes to take.

Section 10.16. Governing Law. This Agreement shall be governed, construed, performed and enforced in accordance with the laws of the State, exclusive of its choice of law principles.

Section 10.17. Change in Law. If it is the reasonable opinion of counsel of any Party, that, due to new or existing Applicable Law, that any activity contemplated by this Agreement shall not comply, or is not reasonably likely to be found by a court with applicable authority to comply with Applicable Law, then the Parties shall negotiate in good faith to attempt to alter their legal relationship to comply with Applicable Law while preserving the material terms of this Agreement.

Section 10.18. Attorney's Fees. In any lawsuit or injunctive proceeding between the Parties concerning any part of this Agreement or the rights and duties of any Party, the Party prevailing in the matter (as determined by the court) shall be entitled to recover its reasonable attorneys' fees, expert costs, and court costs, to the extent permitted by Applicable Law, including,

without limitation, reasonable attorney's fees and costs related to any post-judgment collection or enforcement proceedings.

Section 10.19. Venue. Venue for any litigation between the Parties that relates to or arises out of this Agreement or its breach shall be exclusively in a trial court in the County or in the Federal District Court that includes within it the County, with the Parties expressly waiving any rights to begin, defend, or remove any such litigation in any other forum or venue.

Section 10.20. Amendment. This Agreement may not be modified, amended or terminated in whole or in part in any manner other than by an agreement in writing duly signed by the Parties.

Section 10.21. Exhibits Incorporated. All of the Exhibits attached to this Agreement are a part of this Agreement and are incorporated herein by reference as fully as if copied herein verbatim.

*[The remainder of this page is intentionally left blank.]*

**DEVELOPMENT AGREEMENT**

(JCM)

**IN WITNESS WHEREOF**, Developer, Owner, and District have caused this Agreement to be signed in their names by their duly authorized representatives and delivered as their act and deed, intending to be legally bound by its terms and provisions.

**DEVELOPER:**

HEALTHY COMMUNITY LLC, a Tennessee limited liability company

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

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

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

**OWNER:**

HEALTHY COMMUNITY EDUCATION PARTNERS, INC., nonprofit public benefit corporation of the State of Tennessee

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

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

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

**DISTRICT:**

JACKSON-MADISON COUNTY SCHOOL SYSTEM, a governmental entity and political subdivision of the state of Tennessee

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

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

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

## DEVELOPMENT AGREEMENT

(JCM)

### EXHIBIT "A"

#### Description of the Land

**BEGINNING** at the intersection of the east margin of North Royal Street (25 feet from the centerline) and the north margin of Allen Avenue (15 feet from the centerline) and being the southwest corner of the Jackson Madison County School System tract as described in Deed Book 541 Page 496 of which is included in the property being described; Runs thence with the east margin of North Royal Street, North 04 degrees 19 minutes 43 seconds East a distance of 354.67 feet; Thence along a curve to the right having a radius of 2475.00 feet and a curve length of 283.24 feet, having a chord direction of North 07 degrees 36 minutes 25 seconds East and a chord length of 283.09 feet; Thence North 10 degrees 53 minutes 08 seconds East a distance of 350.13 feet; Thence North 20 degrees 28 minutes 49 seconds East a distance of 30.14 feet to the intersection of the south margin of Lane Avenue (20 feet from the centerline); Runs thence with the south margin of Lane Avenue, South 82 degrees 07 minutes 29 seconds East a distance of 635.23 feet; Thence along a curve to the left having a radius of 5020.00 feet, an arc length of 342.76 feet, having a chord direction of South 84 degrees 04 minutes 51 seconds East and a chord length of 342.69 feet to the west margin of the Southern Railway Company (50 feet from the centerline); Runs thence with the west margin of said railroad, South 30 degrees 00 minutes 35 seconds West a distance of 490.59 feet; Thence along a curve to the left having a radius of 3964.43 feet, and a arc distance of 570.11 feet, having a chord direction of South 27 degrees 23 minutes 10 seconds West and a chord length of 569.62 feet to the north margin of Allen Avenue; Runs thence with the north margin of Allen Avenue, North 85 degrees 34 minutes 51 seconds West a distance of 605.43 feet to the **Point of Beginning** containing 18.17 **acres** as surveyed by Surveying Services, Inc., 41 Heritage Square, Jackson, Tennessee 38305 (731-664-0807).

Being a consolidated description of the same property conveyed to the Jackson Community Redevelopment Agency by deeds of record in Deed Book \_\_\_\_, Page \_\_\_\_; Deed Book \_\_\_\_, Page \_\_\_\_; and Deed Book \_\_\_\_, Page \_\_\_\_, each in the Register's Office of Madison County, Tennessee.

**DEVELOPMENT AGREEMENT**  
(JCM)

**EXHIBIT "B"**

Development Budget

**Healthy Community, LLC**  
**Jackson Schools Project 1/29/2020**

<b>JCM</b>
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<u>Item</u>	<u>Cost</u>
Square Footage	132,870
Land	
Construction Cost Costs	20,099,056
Architecture & Engineering	1,171,664
Legal, Accounting & Consulting	92,868
Closing Fees & Expenses	88,762
Construction Oversight Fee	200,991
Development Fee	585,451
<b>Total Project Cost</b>	<b>22,238,792</b>

**DEVELOPMENT AGREEMENT**  
(JCM)

**EXHIBIT "C"**

**DEVELOPER'S INSURANCE**

A. The insurance coverage required under this Agreement shall be written by reputable insurance companies that are financially sound and solvent and legally qualified to issue such insurance in the State. Any insurance company selected by Developer shall be rated in A.M. Best's Insurance Guide or any successor thereto (or if there be none, an organization having a similar national reputation) and shall have a general policyholder rating of "A" (or comparable rating for a rating by an organization other than A.M. Best) and a financial rating of a least "X" (or comparable rating for a rating by an organization other than A.M. Best). Developer shall provide and maintain in force the following minimum insurance coverage, which shall be limited to Developer's activities with respect to the Project and shall not cover Developer's non-Project related activities:

1. Worker's Compensation (statutory amount);
2. Employer's Liability (\$1,000,000 per accident or disease);
3. Commercial General Liability (1993 ISO Occurrence Form or equivalent) (occurrence basis):

Bodily injury (including death) and property damage arising from premises and operations liability, products and completed operations liability (three years), personal injury and advertising liability, contractual liability, fire legal liability, blasting and explosion, collapse of structures, and underground damage liability;

per occurrence: \$1,000,000;

general aggregate: \$2,000,000.

4. Commercial Umbrella Excess Liability (occurrence basis):

per occurrence: \$3,000,000;

aggregate: \$3,000,000.

5. Professional Liability (claims-made basis):

per occurrence: \$1,000,000;

aggregate: \$2,000,000.

B. The Commercial General Liability and Commercial Umbrella Excess Liability policies shall include contractual liability coverage for liabilities assumed by Developer under this Agreement, subject to standard policy stipulations, and shall include endorsements naming Owner as an additional insured. The cost of all insurance required under this Agreement is agreed to be included in the Fixed Price.

C. Owner shall be furnished a Certificate(s) of Insurance with respect to said insurance upon execution of this Agreement. Each policy referred to herein shall provide that it will not be canceled, modified, or amended or its limits reduced or allowed to lapse without renewal, except after not less than thirty (30) days' prior written notice to Owner.

D. Developer shall bear all costs of all deductibles and shall be held responsible for any and all damages as may result from the failure of Developer to exercise its responsibilities as defined under this Agreement.

E. The Professional Liability Insurance shall provide coverage for Developer for acts or omissions of it and its Consultants and representatives who may be engaged in performing Services or other activities under or in connection with this Agreement.

F. Developer shall not violate or knowingly permit any violation of any conditions or terms of the policies of insurance required of Developer under this Agreement. In the event Developer neglects, refuses, or fails to provide or maintain any of the insurance required hereunder or if such insurance is canceled, ceases, or expires for any reason, Owner shall have the right, but not the duty, to procure or maintain the same. In the event Owner does procure or maintain such insurance, Owner shall have, in addition to any and all other available remedies, the right to recover from Developer (including the right of set-off against sums otherwise due Developer) all of the costs associated with procuring or maintaining such insurance.

G. Owner or District may require Developer at any time, and from time to time, during the Term, to obtain and maintain in force additional insurance with coverage or limits in addition to those above-described; *provided, however*, the additional premium cost of any such additional insurance required by Owner shall be borne by Owner, and Developer shall arrange to have such costs billed separately and directly to Owner by the insuring carrier(s).

H. Owner may purchase and maintain such other insurance as it may deem appropriate. No purchase of any such insurance by Owner shall in any way be deemed to alter or amend the rights or responsibilities of Owner or Developer under this Agreement.

I. The Parties agree that Owner and District will be held harmless by Developer for any loss or damage to sheds, tools, equipment, property, and materials of Developer, Consultants, and their respective agents and employees, it being understood that Developer may, at its own expense, carry any insurance which may be required to provide the necessary protection against such loss or damage.

J. Developer shall purchase and maintain or cause to be purchased and maintained builder's risk property insurance upon the Project for the full cost of replacement (or the Fixed Price, whichever is greater) at the time of loss and written on a 1991 Causes of Loss - Special

Form, or its equivalent. This insurance shall include as insureds Owner, Developer, and District, as their interest may appear, and shall insure against loss from the periods of Fire and Extended Coverage, including flood and earthquake, and the value of related soft costs as confirmed by Owner's insurance administrator. The builder's risk policy shall be made payable to Owner.

K. The Parties acknowledge that all of the foregoing provisions requiring Developer to carry insurance shall not be construed as in any manner waiving or restricting the liability of Developer as to any obligations imposed under this Agreement.

**DEVELOPMENT AGREEMENT**  
(JCM)

**EXHIBIT "D"**

Project Schedule

[attached]

## JCM Schedule

## Milestone Dates

Item	Begin	Finish
Re-roof	3/2/2020	5/1/2020
Asbestos Abatement	3/5/2020	5/1/2020
Layout - Grading - Erosion Control - Storm Piping	4/24/2020	6/24/2020
Interior Demolition	3/5/2020	9/15/2020
Concrete Foundations	5/1/2020	5/20/2020
Concrete Stem Walls	5/20/2020	7/27/2020
Under Slab Plumbing/Electric	7/20/2020	8/5/2020
Lobby Concrete Slab	8/5/2020	8/10/2020
Lobby Steel Erection	8/15/2020	9/15/2020
Field House Steel Erection	8/15/2020	10/1/2020
JCM Exterior Envelope	4/1/2020	11/1/2020
Interior Metal Framing	4/15/2020	11/1/2020
Lobby Roof Install	10/1/2020	10/15/2020
MPE Rough In	5/1/2020	12/15/2020
Masonry	10/1/2020	3/1/2021
Store Front Glass	4/1/2020	10/15/2020
Drywall	6/1/2020	1/20/2021
Painting	8/1/2020	2/20/2021
Ceilings/Floors/Doors	9/1/2020	4/1/2021
MPE Trim Out	9/1/2020	5/1/2021
Inspections	5/1/2021	5/15/2021
Punch List	5/16/2021	5/30/2021
Substantial Completion	6/1/2021	6/1/2021

**DEVELOPMENT AGREEMENT**  
(JCM)

**EXHIBIT "E"**

Development Team

Pete Evans  
Henry Turley Company  
Email: [pevans@henryturley.com](mailto:pevans@henryturley.com)  
Phone : (901) 674-1335

Lance Henderson  
Henry Turley Company  
Email: [lhenderson@henryturley.com](mailto:lhenderson@henryturley.com)  
Phone: (901) 255-2125

Chris W. Alexander  
Healthy Community, LLC  
Email: [chris@healthycommunityllc.com](mailto:chris@healthycommunityllc.com)  
Phone: (731) 554-2079

Hal Crocker  
Healthy Community, LLC  
Email: [hal@crockerconstruction.com](mailto:hal@crockerconstruction.com)  
Phone: (731) 554-2079

**DEVELOPMENT AGREEMENT**  
(JCM)

**EXHIBIT "F"**

JCM School Project Responsibility Matrix

[attached]

**JCM School  
Project Responsibility Matrix  
& Clarification**

Legend		
JMCSS=Jackson Madison County School System	ARCH= Architects	HCP= Healthy Community Education Partners
CM=Construction Manager	CE=Civil Engineer	JMCSS/VSUB= JMCSS Low Voltage Sub CM Note 2
CMSC= Construction Manager Sub-Contractor	EE= Electrical Engineer	EC= Electrical Contractor
CRA=Jackson Community Redevelopment Agency	ME=Mechanical Engineer	

Date 2/05/2020

Line	Description	Design Responsibility	Budgeting	Material Provided By	Installation By	Funding Source	Notes
1	General						
2	Permits	-	CM	CM	-	HCP DEV	
3	Builders Risk Insurance	-	CM	CMSC	CMSC	HCP DEV	
4	Temporary Rest Rooms	-	CM	CMSC	SMSC	HCP DEV	
5	Utilities	-	CM	CMSC	CMSC	HCP DEV	
6	Site Mowing	-	CM	CM	CM	HCP DEV	
7	Temporary Signage	CM/ARCH/JMCSS/CRA	CM	CMSC	CMSC	HCP DEV	
8							
9							
10	Site Work						
11	Demolition/Asbestos Abatement	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
12	Grading	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
13	Storm Drain Piping	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
14	Erosion Control/Reporting	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
15	Temporary Fencing	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
16	Fencing	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
17	Site Concrete Curb & Gutter	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
18	Concrete Sidewalks	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
19	Asphalt Paving/Stripping	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
20	Site Furniture	ARCH/CE	ARCH/JMCSS	CM/CMSC	CM/CMSC	HCP DEV	
21	Flag Pole	ARCH/CE	CM/CMSC	CM	CM	HCP DEV	
22	Monument Sign	ARCH/JMCSS	ARCH/JMCSS	CM/CMSC	CM/CMSC	JMCSS	1
23	Wall Signage	ARCH/JMCSS	Allowance	CM/CMSC	CM/CMSC	HCP DEV	
24	Digital Sign power/communication conduit	ARCH/CE/EE/JMCSS	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
25	Digital Sign	JMCSS	JMCSS	CM/CMSC	CM/CMSC	JMCSS	1
26	Landscaping	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
27	Irrigation System	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
28	Irrigation Meter	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
29	Termite Treatment	ARCH	CN/CMSC	CMSC	CMSC	HCP DEV	
30							
31	Concrete	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
32							
33	Masonry	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
34							
35	Metals	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
36							
37	Carpentry	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
38	Blocking	ARCH/SE	CM	CM	CM	HCP DEV	
39	Cabinetry	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
40							
41	Moisture Protection						
42	Roof	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
43	Fluid Applied Barrier	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
44	Insulation	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
45	Joint Sealants	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
46							
47	Doors/Windows						
48	Doors/Hardware	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
49	Storefront	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
50	Coiling Doors	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
51							
52	Finishes						
53	Drywall	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
54	Paint	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
55	Floor Covering	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
56	Tile	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
57	Acoustical Ceilings	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
58	Sprayed Ceilings	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
59	Decorative Acoustical Panels	ARCH	CM/CMSC	JMCSS	JMCSS	JMCSS	
60							
61	Specialties						
62	Fire Extinguishers/Cabinets	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
63	ADA RR Partitions & Signage	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
64	Door/Room ADA Signage	ARCH/JMCSS	CM	HCP DEV	HCP DEV	HCP DEV	

## EXHIBIT E

## JCM School Project Responsibility Matrix & Clarification

Legend		
JMCSS=Jackson Madison County School System	ARCH= Architects	HCP= Healthy Community Education Partners
CM=Construction Manager	CE=Civil Engineer	JMCSSLSUB= JMCSS Low Voltage Sub CM Note 2
CMSC= Construction Manager Sub-Contractor	EE= Electrical Engineer	EC= Electrical Contractor
CRA=Jackson Community Redevelopment Agency	ME=Mechanical Engineer	

Date 2/05/2020

Line	Description	Design Responsibility	Budgeting	Material Provided By	Installation By	Funding Source	Notes
65							
66	Elevator	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
67							
68	Furniture/Fixtures						
69	Furniture/CR Cabinets/Lab Cabinets/Counters	ARCH	ARCH	JMCSS	JMCSS	JMCSS	
70	Class Room Storage Casework	ARCH	CM	CMSC	CMSC	JMCSS	
71	Lockers	ARCH/JMCSS	CM	JMCSS	JMCSS	JMCSS	
72	Window Blinds	ARCH	CM	JMCSS	JMCSS	JMCSS	
73	Gym Athletic Equipment	ARCH	CM	CMSC	CMSC	HCP DEV	
74	Gym Bleachers/Retro fit of Existing Bleachers	ARCH	CM	JMCSS	JMCSS	JMCSS	
75	Defibrillator & Cabinets	ARCH	CM	JMCSS	CM	JMCSS	
76	Smart Boards	JMCSS	JMCSS	JMCSS	JMCSS	JMCSS	
77	Kitchen Equipment	JMCSS	CM/JMCSS	JMCSS	HCP DEV	JMCSS	3
78	HVAC						
79	HVAC Roof Curbs	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
80	Mechanical Units	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
81	Duct Work	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
82	Lab Exhaust	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
83	Gas Piping	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
84	Temporary Heat/Cooling	CM/CMSC	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
85							
86	Plumbing						
87	Building Meter	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
88	Landscaping Meter	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
89	Underground Service	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
90	Building Plumbing	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
91	Plumbing Fixtures	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
92	Temp Hose Bibbs for Construction						
93							
94	Fire Sprinklers						
95	Sprinkler System	ME/CMSC	CM/CMSC	CMSC	CMSC	HCP DEV	
96							
97							
98	Electrical						
99	Electrical Service	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
100	Electrical Distribution	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
101	Lighting Fixtures	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
102	HVAC Power	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
103	Parking Lot Lights/Poles	ARCH/CE/EE	CM/CMSC	CMSC	CMSC	HCP DEV	
104	Temp Service	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
105	Power Distribution for Construction	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
106							
107							
108	Low Voltage - Fire Alarm System						2
109	Fire Alarm Control Panel	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
110	HVAC Smoke Detectors	EE/ME	CM/CMSC	CMSC MEC	CMSC MEC/EL	HCP DEV	
111	Smoke/Heat Detectors	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
112	Early Smoke Detection Hardware	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
113	Water Flow Detectors	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
114	Horns, Strobes, Horn/Strobe Combinations	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
115	Control Modules	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
116	Monitor Modules	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
117	Conduit Systems for Fire Alarm System	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
118	120 VAC Power Circuits for Fire Alarm Control Panel	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
119							
120							
121	Low Voltage - Data and Communications Cabling					JMCSS	2
122	Building to Building Fiber	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSS	
123	Building to Building Fiber Pathways	EE	CM	EC	EC	HCP DEV	
124	Fiber Risers	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSS	
125	Fiber Riser Pathways	EE	CM	EC	EC	HCP DEV	
126	Building to Building Multi-Pair Copper	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSS	
127	Building to Building Copper Pathways	EE	CM	JMCSSLSUB	JMCSSLSUB	JMCSS	
128	Multi-Pair Copper Risers	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSS	

EXHIBIT E

**JCM School  
Project Responsibility Matrix  
& Clarification**

Legend		
JMCSS=Jackson Madison County School System	ARCH= Architects	HCP= Healthy Community Education Partners
CM=Construction Manager	CE=Civil Engineer	JMCSSLVSub= JMCSS Low Voltage Sub CM Note 2
CMSC= Construction Manager Sub-Contractor	EE= Electrical Engineer	EC= Electrical Contractor
CRA=Jackson Community Redevelopment Agency	ME=Mechanical Engineer	

Date 2/05/2020

Line	Description	Design Responsibility	Budgeting	Material Provided By	Installation By	Funding Source	Notes
129	Copper Riser Pathways	EE	CM	EC	EC	HCP DEV	
130	Fiber Patch Panels	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
131	Fiber Patch Cords	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
132	Multi-Pair Copper Punch Down Panels	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
133	Category 6/6a Horizontal Cabling	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
134	Category 6/6a RJ 45 Jacks and Wall Plates	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
135	Category 6/6a Wall Boxes/Stub Up Conduit	EE	CM	EC	EC	HCP DEV	
136	Category 6/6a Floor Boxes and Conduit	EE	CM	EC	EC	HCP DEV	
137	Category 6/6a Patch Panels	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
138	Category 6/6a Patch Cords	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
139	Ladder Rack inside Data/Comm Rooms	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
140	Patch Panel/Equipment Racks	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
141	Power Distribution Units for Racks	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
142	Cable Management Components for Racks	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
143	Fire Stop Appliances	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
144	Cable Tray	EE	CM/CMSC	EC	EC	HCP DEV	
145	Bonding/Grounding System	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
146							
147							
148	<b>Low Voltage - Security System</b>					JMCSS	2
149	Indoor Fixed IP Cameras	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
150	Indoor PTZ IP Cameras	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
151	Outdoor Fixed IP Cameras	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
152	Outdoor PTZ IP Cameras	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
153	Category 6 Cabling from IDF to Camera	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
154	Fiber from IDF to Camera where Applicable	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
155	120 VAC Power to PTZ Cameras where Applicable	JMCSSLVSub	CM	EC	EC	HCP DEV	
156	Category 6 and/or Fiber Patch Panels	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
157	Software Licenses for Cameras and/or Access	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
158	Fiber Patch Cords	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
159	Category 6 Patch Cords	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
160	Card Readers	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
161	Access Control Controllers	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
162	120 VAC Power to Access Control Controllers	JMCSSLVSub	CM	EC	EC	HCP DEV	
163	Egress Devices (Infrared, Push Button, Etc.)	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
164	Locking Hardware	ARCH	CM	Door/Hardware	Door/Hardware	JMCSS	
165	Door Hold-Open Devices	ARCH	CM	Door/Hardware	Door/Hardware	JMCSS	
166	Conduit from Cable Tray to Inaccessible Locales	EE	CM	EC	EC	HCP DEV	
167	Wall and/or Ceiling Boxes for Cameras/Readers	EE	CM	EC	EC	HCP DEV	
168	Alarm Panels	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
169	Alarm Device-Motion Detectors	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
170	Alarm Device-Glass Break Detectors	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
171	Alarm Device-Magnetic Door Position Switches	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
172	Alarm Device-Panic Buttons	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
173	Rough-In/Conduit for Alarm Devices	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
174	120 VAC Power to Alarm Panels	EE	CM	EC	EC	HCP DEV	
175	Security Monitors	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
176	Bonding/Grounding System	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
177							
178							
179	<b>Low Voltage - Local Area Network (Wired and Wireless)</b>					JMCSS	2
180	Core Network Switches (if applicable)	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
181	Edge Switches	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
182	Fiber Modules	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
183	Wireless Controller	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
184	Wireless Access Points	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
185	Rack Mounted UPS	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
186							
187							
188	<b>Low Voltage - VoIP Telephony System</b>					JMCSS	2
189	Call Manager Appliance	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
190	VoIP Handsets	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
191	VoIP 802.11 Phones	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
192	Conference Room Phones	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	

<b>JCM School Project Responsibility Matrix &amp; Clarification</b>	<b>Legend</b>		
	JMCSS=Jackson Madison County School System	ARCH= Architects	HCP= Healthy Community Education Partners
	CM=Construction Manager	CE=Civil Engineer	JMCSSLVSUB= JMCSS Low Voltage Sub CM Note 2
	CMSC= Construction Manager Sub-Contractor	EE= Electrical Engineer	EC= Electrical Contractor
CRA=Jackson Community Redevelopment Agency	ME=Mechanical Engineer		

Date 2/05/2020

Line	Description	Design Responsibility	Budgeting	Material Provided By	Installation By	Funding Source	Notes
193							
194	<b>Low Voltage - Copper Wire Telephony System</b>						2
195	2 wired lines for Sprinkler Monitoring	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
196							
197	<b>Low Voltage - Audio Visual System</b>					JMCSS	2
198	Display Kiosks	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
199	Wall and/or For Boxes for Display Kiosks	JMCSSLVSUB	CM	EC	EC	HCP DEV	
200	Conduit from Boxes to Accessible Space	JMCSSLVSUB	CM	EC	EC	HCP DEV	
201	Digital Signage Displays	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
202	Multi-Use/Conference Room Displays	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
203	Wall Boxes for Displays	JMCSSLVSUB	CM	EC	EC	HCP DEV	
204	Conduit from Boxes to Accessible Space	JMCSSLVSUB	CM	EC	EC	HCP DEV	
205	Conference Room Projectors/Monitors	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
206	Video Conferencing Systems	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
207	Conference Room Control Panels	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
208	Presentation Lecterns	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
209	Multi-Media Connection Plates	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
210	Wall and/or Floor Boxes for Multi-Media Plates	JMCSSLVSUB	CM	EC	EC	HCP DEV	
211	Conduit from Boxes to Accessible Space	JMCSSLVSUB	CM	EC	EC	HCP DEV	
212	Overhead Paging (Intercom)	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
213	Video Conferencing Equipment	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
214							
215							

**Notes and Clarifications:**

- 1 The HCP DEV contract includes an allowance for building signage. The priorities for these funds will be wall signage (including address) then any amount remaining will be applied to the monument sign.
- 2 JMCSS is considering a program to contract with one company to manage the installation and management of all Low Voltage Systems in JMCSS facilities system wide. This being the case the only low voltage systems/equipment included in this contract is the Fire Alarm (required for certificate approval) and cable trays/conduits/pathways for LV Cables
- 3 JMCSS has access to funds provided by the USDA to fund the Kitchen Equipment
- 4 The laundry room G127 as indicated on sheets A101C, A114, A121C, A124, A801C and P101C shall be relocated to room G126.
- 5 Type B and Type L2 light fixtures are to be replaced with Type T fixtures
- 6 The custom painted mural indicated on sheet A703 is not included in the contract.
- 7 The PDT panels and acoustical panels are provided and installed by JMCSS.
- 8 The bleachers in the Field House and the restoration of the bleachers in the existing gym is provided and installed by JMCSS. These may be purchased tax free and under state contract.
- 9 Digital sign is by JMCSS.

**DEVELOPMENT AGREEMENT**  
(JCM)

**EXHIBIT "G"**

Performance Bond and Payment Bond

[to be attached]

**DEVELOPMENT AGREEMENT  
(JCM)**

**FOR**

**JCM SCHOOL PROJECT**

**BY AND BETWEEN**

**HEALTHY COMMUNITY, LLC,  
A TENNESSEE LIMITED LIABILITY COMPANY**

**AND**

**HEALTHY COMMUNITY EDUCATION PARTNERS, INC.,  
A NONPROFIT PUBLIC BENEFIT CORPORATION OF THE STATE OF TENNESSEE**

**AND**

**JACKSON-MADISON COUNTY SCHOOL SYSTEM,  
A GOVERNMENTAL ENTITY AND POLITICAL SUBDIVISION OF THE STATE OF TENNESSEE**

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Dated as of \_\_\_\_\_, 2020

## DEVELOPMENT AGREEMENT

(JCM)

This DEVELOPMENT AGREEMENT (JCM) (this “Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and between HEALTHY COMMUNITY, LLC, a Tennessee limited liability company (“Developer”); HEALTHY COMMUNITY EDUCATION PARTNERS, INC., a nonprofit public benefit corporation of the State of Tennessee (“Owner”); and JACKSON-MADISON COUNTY SCHOOL SYSTEM, a governmental entity and political subdivision of the state of Tennessee (“District” and together with District and Developer, collectively the “Parties” and each, a “Party”).

WITNESSETH:

WHEREAS, District is interested in the wellbeing of its students and believes that there is both the need and demand for additional new and better educational opportunities for residents of Jackson, Madison County, Tennessee, and that it can play a valuable role in assisting with and facilitating the redevelopment and construction of quality public middle- and high-school educational institutions and related facilities for District students, and that such a role is consistent with its mission and purpose;

WHEREAS, the Jackson Community Redevelopment Agency, a public instrumentality created pursuant to the Community Redevelopment Act of 1998 (the “CRA”) has as its purpose to identify and address issues of slum and blight through executing contracts, acquiring and disposing of real property, establishing tax incremental financing districts, and other programs and financial instruments to help stabilize, revitalize, and redevelop certain areas of Jackson, Madison County, Tennessee;

WHEREAS, the Parties and the County of Madison, a political subdivision of the state of Tennessee (“County”) entered into that certain Pre-Development Agreement dated June 26, 2019 (the “Pre-Development Agreement”), for pre-development activities in connection with the redevelopment and construction on the Land (defined herein) of a public educational institution and related facilities consisting of approximately 132,870 square feet of new and renovated construction, as further provided herein (the “Project”);

WHEREAS, pursuant to the certain Prime Lease Agreement between CRA, as prime lessor, and Owner, as prime lessee, of even date herewith (the “Prime Lease”), CRA has leased to Owner certain real property located in Jackson, Madison County, Tennessee and more particularly described on Exhibit “A” attached hereto and incorporated herein by reference (the “Land”);

WHEREAS, CRA conveyed title to the Improvements (defined herein) on the Land to Owner pursuant to that certain Quitclaim Deed of record at Instrument No. \_\_\_\_\_ in the Register’s Office of Madison County, Tennessee;

WHEREAS, consistent with the Pre-Development Agreement, Owner and District desire to retain the services of Developer for Project Construction (defined herein) and for oversight of Project Construction;

WHEREAS, Owner and District require the Project to be completed as provided in this Agreement by the Guaranteed Date (defined herein) and further require the total cost of the Project not exceed the Fixed Price (defined herein), all in accordance with the terms and conditions of this Agreement;

WHEREAS, Developer has agreed to complete the Project as provided in this Agreement by the Guaranteed Date in consideration for the Development Fee (defined herein) in accordance with the terms and conditions of this Agreement;

WHEREAS, simultaneously with the Effective Date, Owner, as sublessor, District, as co-sublessee, and County, as co-sublessee, will enter into a sublease agreement (the “Sublease”) whereby Owner will lease to District and County the Project Site;

WHEREAS, the governing board of District approved the form of this Agreement and District’s execution and delivery thereof pursuant to the action taken at such board’s meeting held on \_\_\_\_\_, 2020;

WHEREAS, the obligations of the Parties under this Agreement are conditioned on the simultaneous closing of the Construction Loan (defined herein); and

WHEREAS, the Parties wish to enter into this Agreement to set forth their respective rights and obligations concerning the Project.

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

ARTICLE I  
DEFINITIONS; INTERPRETATION

Section 1.1. Interpretation. In this Agreement, unless a clear contrary intention appears:

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Person includes such Person’s successors and assigns and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (c) reference to any gender includes the other gender;
- (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended, replaced, extended, restated, supplemented, or otherwise modified and in effect from time to time in accordance with the terms thereof;
- (e) reference to any Applicable Laws means such Applicable Laws as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time,

including rules and regulations promulgated thereunder and reference to any section or other provision of any Applicable Laws means that provision of such Applicable Laws from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;

(f) “herein”, “hereunder”, “hereof”, “hereto” and words of similar import shall be deemed references to the Agreement as a whole and not to any particular Article, Section, or other provision thereof; and

(g) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term.

Section 1.2. Accounting Terms. In the Agreement, unless expressly otherwise provided, accounting terms shall be construed and interpreted, and accounting determination and computations shall be made in accordance with GAAP.

Section 1.3. Legal Representation of the Parties. The Agreement was negotiated by the Parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring the Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof.

Section 1.4. Table of Contents; Titles and Headings. The table of contents, the titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 1.5. Defined Terms. Unless a clear contrary intention appears, terms defined herein have the respective indicated meanings when used herein:

Abnormal Weather Conditions. Severe or inclement weather conditions that substantially deviate from the average of the preceding five (5) year precipitation levels (e.g., rain, sleet, snow, or hail) or other climatic conditions (e.g., temperatures, wind, frost, and lightning) during the same time interval based on National Oceanic and Atmospheric Administration National Weather Service statistics for the locality of the Project Site and based on weather logs kept at the Project Site reflecting the effect of the weather on the progress in completing the Project.

Access and Utility Agreements: As defined in Section 8.07(c) hereof.

Additive Change Order: A Change Order which would result in an increase in the amount of any line item of the Development Budget.

Affiliate: With respect to any Person (a) each Person (a “Controlling Person”) that directly, or indirectly through one or more intermediaries, controls such Person or (b) each Person which is controlled by or is under common control with a Controlling Person. As used herein, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction

of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise.

Agreement: This Development Agreement by and between Developer, Owner, and District, as it may be amended, modified, and/or restated from time to time in accordance with the provisions hereof.

Applicable Laws: All federal, State, and local statutes, rules, guidelines, regulations (including Environmental Laws), ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof.

Approvals: All Permits, other permits, licenses, waivers, consents, approvals, entitlements, authorizations, registrations, qualifications, designations, declarations, and filings, which are necessary for the lawful construction, use, and operation of the Project.

Architect: LRK Inc., a Tennessee corporation. Architect is a Principal Consultant (and a Consultant).

Architectural Contract: That certain agreement by and between Developer and Architect with respect to the Project.

Bankruptcy Code: The Bankruptcy Code in Title 11 of the United States Code.

Business Day: Each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banks in Jackson, Tennessee, are generally authorized or obligated, by law or executive order, to close.

Casualty: An event of damage or casualty relating to any portion of the Project Site.

Certificate of Substantial Completion: That certificate of substantial completion, in a form substantially similar to AIA Document G704, prepared by Architect, subject to Owner's and District's approval (which shall not be unreasonably withheld or delayed) which shall establish responsibilities of Owner and Developer for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which General Contractor shall finish all Punch List Items attached thereto

Change Order: A written instrument signed by Developer, Architect, General Contractor, Owner, and District that modifies (except for Minor Field Changes and Code Compliance Changes) the Construction Documents.

Change Order Request: A written request for a modification to the Construction Documents either (a) from Developer to Owner or (b) from Owner to Developer.

City: The City of Jackson, Tennessee.

Claims: Any and all obligations, liabilities, losses, actions, suits, judgments, enforcement actions, proceedings, damages, penalties, fines, claims, demands, settlements, costs and expenses (including reasonable legal fees and expenses) of any nature whatsoever.

Code Compliance Change: Any modification of or amendment to the Construction Documents which is required by any Governmental Authority in connection with its review and inspection process and which also:

- (a) does not increase the total amount of the Development Budget;
- (b) does not extend the Guaranteed Date; and
- (c) does not materially reduce the value or utility of the Project or the mechanical, structural or architectural integrity thereof.

Completion Delay Event: Any actual delay in the completion of Developer's obligations under this Agreement that causes a delay in the critical path of the Project Schedule and is due to any (a) Significant Casualty (subject to Section 7.02 hereof); (b) Partial Condemnation which Developer reasonably expects to delay the completion of the Project beyond the Guaranteed Date; (c) Force Majeure Event (subject to Section 9.05 hereof); or (d) Owner Delay.

Condemnation: Any condemnation, requisition, confiscation, seizure or other taking or sale of the use of or title to the Project Site or any part thereof for any public or quasi-public purpose in, by or on account of any eminent domain proceeding or other action by any Governmental Authority or other Person under the power of eminent domain or otherwise or any transfer in lieu of or in anticipation thereof. A Condemnation shall be deemed to have occurred on the earliest of the dates that such use or title is taken or transferred.

Construction Budget: The sum of the Hard Cost Budget and the Soft Cost Budget delineated as such in the Development Budget, as the same may be revised in accordance with the provisions hereof.

Construction Contract: That certain construction management agreement by and between Developer and General Contractor for Project Construction in accordance with the Construction Documents.

Construction Documents: Collectively, the Plans and Specifications, the Construction Drawings, and the Change Orders.

Construction Drawings: The drawings, including schematic drawings, design development drawings, and construction drawings, prepared by Developer, General Contractor, Architect, or other Consultants and approved by Owner and District for Project Construction and any changes, modifications, or supplements thereto.

Construction Loan: That certain loan, including any NMTC Financing, provided by Lender pursuant to the Construction Loan Documents and used to finance the Development Costs for Construction of the Project in an amount as set forth in the Development Budget.

Construction Loan Documents: Those certain documents memorializing and securing the Construction Loan including, but not limited to a construction loan agreement, promissory note, mortgage and any other agreements, documents, or instruments evidencing, guarantying, securing or otherwise relating to the promissory note, or executed or delivered in connection with the Construction Loan, as such agreements, documents, and instruments may be amended, modified, extended, renewed or supplemented from time to time. In the event there is a conflict between the Construction Loan Documents on the one hand and this Agreement on the other hand, the Parties hereby agree that the Construction Loan Documents are to control.

Construction Oversight Agreement: That certain construction oversight agreement of even date herewith whereby Owner shall pay Henry Turley Company LLC the Construction Oversight Fee.

Construction Oversight Fee: The fee paid to Henry Turley Company LLC pursuant to and in accordance with the Construction Oversight Agreement in consideration of Henry Turley Company LLC's oversight of Project Construction.

Construction Phase: The period commencing with the date of Owner's delivery to Developer of a notice to proceed and ending on the Final Completion Date.

Consultant: Each Person (other than the Parties and their respective agents and employees) who contracts with, and is paid by or charges a fee to Developer, General Contractor, or both, to perform any duties or services relating to Project Construction. General Contractor and Architect are Principal Consultants (and Consultants). Contractors (other than General Contractor), and Suppliers are Consultants.

Contract Documents: Each contract and agreement relating to Project Construction entered into or to be entered into by Developer with Consultants, including, without limitation, the Construction Contract and the Architectural Contract, as each may be amended, modified, and/or restated from time to time.

Contractor: General Contractor, each subcontractor, and each sub-subcontractor providing work, labor, equipment, or materials under the Construction Budget and selected by Developer. Contractors (other than General Contractor) are Consultants.

County: The County of Madison, a political subdivision of the State.

CRA: The Jackson Community Redevelopment Agency, a public instrumentality created pursuant to the Community Redevelopment Act of 1998.

Debtor Relief Law: The Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership,

insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

Deductive Change Order: A Change Order which would result in a decrease in the amount of any line item of the Development Budget.

Default: Any Event of Default or any condition, occurrence, or event which, after notice or lapse of time or both, would constitute an Event of Default.

Delay Damages: As defined in Section 4.02 hereof.

Developer: Healthy Community, LLC, a Tennessee limited liability company.

Developer Default: Any Developer Default Event or any condition, occurrence, or event which, after notice or lapse of time or both, would constitute a Developer Default Event.

Developer Default Event: As defined in Section 9.01 hereof.

Developer's Insurance: The insurance required to be maintained by Developer pursuant to this Agreement and as set forth in Exhibit "C" attached hereto and made a part hereof.

Developer Representative: The individual designated in writing by Developer to Owner and District as Developer's agent and contact for all purposes under this Agreement. When Developer's consent or approval is required hereunder, such consent or approval by Developer may be granted only by Developer Representative. The initial Developer Representative shall be, collectively, Pete Evans whose telephone number is (901) 527-2770 and email address is pevans@henryturley.com, and Lance Henderson whose telephone number is (901) 255-2125 and email address is lhenderson@henryturley.com.

Development Budget: As set forth in Exhibit "B" attached hereto and made a part hereof, the sum of (a) the Construction Budget and (b) the Development Fee, as the same may be revised in accordance with the provisions hereof.

Development Costs: All costs included in the Development Budget.

Development Cost Overruns: The amount, if any, by which the actual total Development Costs of the Project (as Finally Complete) exceeds the Fixed Price.

Development Fee: That portion of the Development Budget delineated as such therein, being the fee paid to Developer in accordance with the provisions of Section 3.01 hereof in consideration of the performance of the Services relating to the development of the Project.

District: Jackson-Madison County School System, a governmental entity and political subdivision of the state of Tennessee.

District Representative: The individual designated in writing by District to Owner and Developer as District's agent and contact for all purposes under this Agreement. The initial District Representative is Ray Washington whose telephone number is (731) 984-6023 and email address is trwashington@jmcss.org.

Dollars and "\$": Dollars in lawful currency of the United States of America.

Draw: As defined in Section 6.04 hereof.

Draw Request: As defined in Section 6.04 hereof.

Effective Date: The date set forth in the first paragraph of this Agreement.

Environmental Laws: Any present and future federal, state or local laws, common laws, ordinances codes, rules, orders, regulations, licenses, permits, governmental approvals, judgments, comfort letters, environmental deed restrictions, no further action letters, consent decrees, restrictions, or other requirements of, or legally binding agreement with, any Government Authority, in each case, relating to pollution, natural resources or wildlife, or the protection of human health, safety, the environment and natural resources, including laws relating to Hazardous Substances, reclamation of land and waterways, and emissions, discharges, Releases or threatened Releases of pollutants, contaminants, chemicals, or industrial, toxic or Hazardous Substances or wastes into the environment (including ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollution, contaminants, chemicals, or industrial, toxic or Hazardous Substances or wastes to the extent applicable to the relevant matter.

Event of Default: Any Developer Default Event or Owner Default Event.

Finally Complete and Final Completion: As defined in Section 4.04 hereof.

Final Completion Date: The date Final Completion is achieved.

Financial Closing: The closing of the Construction Loan.

Fixed Price: **\$22,238,792.00**, as the same may be revised in accordance with the provisions hereof.

Force Majeure Event: In reference to delays in the performance of obligations, that one or more of the following events (the existence of which at the Effective Date was not known, or would not reasonably have been expected to be discovered through the exercise of commercially reasonable due diligence, by Developer or any Consultant) have caused such delay: general strikes, acts of God, war, acts of terrorism, Abnormal Weather Conditions, Casualty, fire, storm, wind, flood, tornado, earthquake, explosions, government activities or inactivities directly interfering with Project Construction, any general inability to obtain labor or materials, civil commotion and enemy action, discovery of the presence of any Hazardous Substance on the Project Site, and

Unforeseen Site Conditions; but excluding, in all cases, any event, cause or condition that results from an act or omission of Developer or any Consultant, a breach by Developer or any Consultant of its obligations, representations or warranties hereunder or under the Contract Documents, from Developer's or any Consultant's financial condition or failure to pay or from the bankruptcy or insolvency of Developer or any Consultant, or any event, cause or condition which could have been avoided or which could be remedied or mitigated through the exercise of commercially reasonable efforts or the commercially reasonable expenditure of funds or other commercially reasonable action, election or arrangement which would correct or resolve the impact of such event on Project Construction.

GAAP: Generally accepted accounting principles in the United States applied on a consistent basis.

General Contractor: Crocker Construction Company, Inc, a Tennessee corporation, selected by Developer with the prior written approval of Owner and District. General Contractor is a Principal Consultant (and a Consultant).

Governmental Authority: Any federal, State or other political subdivision thereof or any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

Governmental Charges: All real estate taxes and assessments, and water and sewer charges and the cost of other utilities, together with, general and special, ordinary and extraordinary, unforeseen as well as foreseen, assessments, impositions, costs, fees, and other charges levied against or relating to, any part of the Project Site, which shall become due and payable during the Term.

Guaranteed Date: The date as of which the Project is required to be Substantially Complete in accordance with the provisions of Section 4.02 hereof and as shown in the Project Schedule. The initial Guaranteed Date is July 1, 2021; *provided, however*, Guaranteed Date shall be extended one (1) day for each day which Financial Closing occurs after March 1, 2020.

Hard Cost Budget: The hard cost budget delineated as such in the Development Budget, as the same may be revised in accordance with the provisions hereof.

Hazardous Substance: Any substance, waste, or material which (a) is classified, regulated, listed, defined, or otherwise characterized under any Environmental Law as toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, a contaminant or a pollutant, or otherwise hazardous, including petroleum, crude oil or any fraction thereof, petroleum derivatives, byproducts and other hydrocarbons, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls and radon gas, any underground storage tanks, and toxic mold or fungus of a type that might pose a risk to human health or the environment or negatively impact the value of the Project Site; or (b) is or becomes regulated by any Governmental Authority, including any agency, department, commission, board or instrumentality of the United States or the State or any political subdivision of either of the foregoing.

Improvements: The improvements now existing or to be constructed on the Land as shown in the Construction Documents.

IRC: The Internal Revenue Code of 1986, as amended. Reference herein to any specific provision of the IRC shall be deemed to include a reference to any successor provision or provisions to such provision and to any regulations issued or proposed under or with respect to such provision.

IRS: The United States Internal Revenue Service.

JCM School Project Responsibility Matrix: The project responsibility matrix attached hereto as Exhibit “F” and made a part hereof.

Key Personnel: As set forth in Section 2.04 hereof.

Land: The underlying real estate described in Exhibit “A” hereof on which the Project is being constructed, renovated, and/or installed by Developer.

Lender: Truist Bank, a North Carolina banking corporation, and any other lender which has loaned (or will loan) money or has extended (or will extend) credit to Owner, including, without limitation, any lender associated with the NMTC Financing.

Lien: With respect to any asset, any mortgage, deed of trust, lien, pledge, hypothecation, charge, security interest or encumbrance of any kind in respect of such asset.

Minor Field Changes: Any modification of or amendment to the Construction Documents and/or the Contract Documents which:

- (a) does not increase the total amount of the Development Budget;
- (b) does not extend the Guaranteed Date; and
- (c) does not materially reduce the value or utility of the Project or the mechanical, structural or architectural integrity thereof.

Monthly Progress Report: As defined in Section 2.03(a) hereof.

New Market Tax Credit Program: A federal program created under the Community Renewal Tax Relief Act of 2000 to stimulate economic and community development in the low-income communities, as incorporated at Section 45D of the IRC.

NMTC Financing: The capital and/or financing provided in connection with the New Market Tax Credit Program.

Overdue Rate: A fixed rate of interest per annum equal to **.0%** points per annum above the Prime Rate.

Owner: Healthy Community Education Partners, Inc., a nonprofit public benefit corporation of the State of Tennessee.

Owner Default: Any Owner Default Event or any condition, occurrence, or event which, after notice or lapse of time or both, would constitute an Owner Default Event.

Owner Default Event: As defined in Section 9.03 hereof.

Owner Delay: Work on the critical path of the Project Schedule has been delayed by the actions or failure to act when action was due of Owner for more than ten (10) consecutive days following the time periods provided herein for such action to occur.

Owner Representative: The individual designated in writing by Owner to District and Developer as Owner's agent and contact for all purposes under this Agreement. The initial Owner Representative is Vicki Lake whose telephone number is (731) 984-2160 and email address is vicki.lake@wth.org.

Partial Condemnation: Any Condemnation which is not a Significant Condemnation.

Parties: Developer, Owner, and District, collectively.

Performance Bond and Payment Bond: The performance bond and payment bond required to be provided by the provisions of Section 2.11 hereof, the forms of which are shown in Exhibit "G" attached hereto and made a part hereof.

Permit: Any permit, license, certificate, approval, authorization, or consent from any Governmental Authority which is necessary for Project Construction, including, without limitation, all zoning and site plan approvals, erosion and sedimentation plan and NPDES permit approvals, subdivision approvals, building permits, certificates of compliance, and certificates of occupancy.

Person: Any individual, partnership, joint venture, firm, corporation, limited liability company, association, trust or other enterprise (whether or not incorporated), or any government or political subdivision or any agency, department or instrumentality thereof.

Plans and Specifications: The final plans and specifications for Project Construction prepared by Developer, General Contractor, and their Consultants, and approved in writing by Owner and District.

Prime Rate: The rate announced from time to time as the prime rate, base rate or reference rate in The Wall Street Journal. Any change in such prime rate announced by The Wall Street

Journal shall take effect at the opening of business on the day specified in the public announcement of such change.

Principal Consultants: General Contractor and Architect. Principal Consultants are also Consultants.

Pre-Development Agreement: That certain Pre-Development Agreement dated June 26, 2019, by and between Parties and County for pre-development activities in connection with the Project.

Prime Lease: That certain Prime Lease Agreement between CRA, as lessor, and Owner, as lessee, pursuant to which CRA has leased the Land to Owner.

Project: The approximately 132,870 square foot educational complex to be constructed, renovated, and/or installed on the Project Site as described in the Construction Documents, including all buildings, structures, fixtures, and other improvements of every kind related thereto existing at any time and from time to time on or under the Project Site, together with any and all site development, all paving, grading, utility pipes, fencing, conduits and lines, signs, retaining walls, lighting, electrical and drainage structures, parking areas and roadways.

Project Construction: The design, construction, redevelopment, and installation of the Project on the Project Site as contemplated by the Construction Documents.

Project Development Account: As defined in Section 6.03 hereof.

Project Schedule: The schedule prepared and updated by Developer that represents the best current estimate of the timetable required to complete the Project. The initial Project Schedule approved by Owner and District is attached hereto as Exhibit "D" and made a part hereof.

Project Site: The Land together with the Improvements.

Punch List Item: Any unfinished items of on-site construction and correction of any such work that are not necessary for the issuance of any temporary or final certificate of occupancy or for completion of the Project in accordance with the terms of this Agreement, that will be completed within sixty (60) days following Substantial Completion, all as reasonably determined by the Parties; provided that such 60-day period shall be extended for a reasonable period of time which shall not exceed, in any event, 120 days in the aggregate, to enable completion of Punch List Items, so long as Developer is in good faith diligently pursuing a resolution to any outstanding Punch List Item as of the end of such 60-day period.

Release: Any release, migrating, pumping, pouring, emptying, injecting, escaping, leaching, dumping, seepage, spill, leak, flow, discharge, disposal or emission of a Hazardous Substance into the environment, including ambient air, surface water, ground water or land.

Services: As defined in Section 2.03(a) hereof.

Services Agreements: As defined in Section 2.03(a) hereof.

Significant Casualty: That (a) the Project shall be totally destroyed by any cause, or (b) the Project or the Project Site shall be so substantially damaged or destroyed that reconstruction would require more than one (1) year to complete beyond the original scheduled Substantial Completion Date.

Significant Condemnation: That (a) title to all of the Project Site shall be taken or appropriated by a Governmental Authority under the power of eminent domain or otherwise, or (b) all of the Project Site shall be taken, confiscated, seized or requisitioned for use by any Governmental Authority under the power of eminent domain or otherwise, and any such taking, appropriation, confiscation, seizure or requisition for use pursuant to these clauses (a) and (b) is for a period that exceeds one hundred eighty (180) days or, if less, the remaining portion of Term.

Soft Cost Budget: The soft cost budget delineated as such in the Development Budget, as the same may be revised in accordance with the provisions hereof.

State: The State of Tennessee.

Sublease: That certain Sublease Agreement by and between Owner, as sublessor, District, as co-sublessee, and County, as co-sublessee, whereby Owner will lease to District and County the Project Site.

Substantial Completion Date: The date Substantial Completion is achieved.

Substantially Complete and Substantial Completion: That both (a) Architect has issued a Certificate of Substantial Completion, subject only to the completion of Punch List Items, if any, to be attached to such Certificate of Substantial Completion, and (b) the appropriate Governmental Authority has issued a temporary or permanent certificate(s) of occupancy.

Suppliers: The suppliers of materials to the Project, each of whom shall be selected by General Contractor subject to objection by Developer. Suppliers are Consultants.

Term: As defined in Section 4.01 hereof.

Termination Date: The date that is the earliest of (a) twelve (12) months after Substantial Completion, (b) the abandonment of the Project by Owner, (iii) the termination of this Agreement by Owner pursuant to the terms and provisions hereof, (iv) the termination of this Agreement by District pursuant to the terms and provisions hereof, and (v) the termination of this Agreement by Developer pursuant to the terms and provisions hereof.

Unforeseen Site Conditions: Any latent, concealed, or subsurface physical conditions that materially differ from the conditions which Developer reasonably anticipated.

Value Engineering: The engineering of the Project including, without limitation, the analysis of estimates, bids, or proposed costs and the making and adopting of recommendations of ways and means to reduce actual total Development Costs of the Project to an amount not exceeding the Fixed Price; *provided, however*, such recommendations shall not include any deletions or changes which render the Project incomplete or inadequate for its intended use as a public educational institution.

Warranty Period: Beginning on and including the Substantial Completion Date through and including the first (1st) annual anniversary thereof.

## ARTICLE II DEVELOPER'S OBLIGATIONS

Section 2.01. Engagement. Subject to the terms and conditions set forth herein, Owner hereby engages Developer for the performance of the duties herein set forth. Owner acknowledges that Developer is not a licensed architect or engineer. Subject to the provisions of this Agreement, Developer hereby accepts such engagement and, acting as an independent contractor, shall, during the Term, act as the developer in connection with the development, design, and construction of the Project. Developer agrees that it shall enter into a Construction Contract with General Contractor for Project Construction in accordance with the Construction Documents. Developer agrees that Owner and District shall be third-party beneficiaries of the Construction Contract.

### Section 2.02. Project Site.

(a) Owner shall make the Project Site available to Developer free and clear of restrictions on or impediments to Developer's use thereof for the performance of Developer's Services as set forth in this Agreement.

(b) Developer accepts the Project Site as-is, where-is, with all improvements, buildings, structures, infrastructure, defects and deficiencies, and with no representation, warranty, guarantee, promise, indemnity or other undertaking, express or implied, by Owner or District, regarding the condition of or the marketability or suitability for permitted use or value thereof. Developer acknowledges that neither Owner nor District have represented or warranted anything to Developer about the Project Site or anticipated conditions pertaining thereto, and Owner and District disclaim any representations or warranties to Developer regarding site conditions. Any information about the Project Site provided to Developer by Owner or District was provided for informational purposes, and neither Owner nor the District can vouch for the accuracy of said information, and none of said information was provided as an inducement, representation or warranty to Developer upon which Developer is intended to rely. Developer shall perform its own due diligence and investigation regarding all Project Site conditions, whether readily observable or not, and shall not rely on any representation, warranty, statement or omission of Owner or District in entering into this Agreement. Developer shall rely solely and exclusively upon the results of its own due diligence and investigation as inducement into this Agreement.

(c) Developer shall, and shall cause General Contractor to, confine its operations to the Project Site and may not otherwise perform any construction work, preparation or staging on property of Owner, District, or other persons or entities outside the boundaries of the Project Site, except as approved in advance in writing by Owner and District and subject to such conditions as may be reasonably specified and approved by Owner or District. Developer shall not store any material or equipment on property of Owner, District, or other persons or entities outside the boundaries of the Project Site unless the off-site storage facility is properly secured, insured and bonded. Any loss or damage to stored material or equipment before installation on the Project Site shall be the responsibility of Developer and Developer shall ensure that Developer or General Contractor has appropriate insurance in place to protect against damage or expenses due to such loss or damage. Developer shall be responsible for safety at, and the securing of, the Project Site. Developer shall protect all work in place and materials stored offsite and shall at all times keep, and cause General Contractor and all other Consultants to keep, the Project Site reasonably clean and free from waste materials and rubbish. A mandatory pre-construction meeting shall be conducted by Owner and Developer prior to commencement of Project Construction for the purpose of reviewing security procedures, utility coordination, access to the Project Site, and construction coordination issues. Such meeting shall be attended, at a minimum, by Owner, District, Developer, General Contractor, and key Contractors, through their respective project managers and superintendents.

Section 2.03. Developer's Services.

(a) Subject to Section 3.01 hereof, Developer agrees to perform all Project Construction work and services required or necessary to complete the Project and other services customarily and reasonably within the general scope of such services and responsibilities, including, without limitation, the following (collectively, the "Services"):

(i) Negotiate and execute all agreements, purchase orders, amendments, and supplements related to Project Construction, including, without limitation, all surveys, architectural, environmental, geotechnical, and other testing or consulting service agreements, the Construction Contract, the Architectural Contract, and all other Contract Documents (collectively, as they may be amended, modified, and/or restated from time to time in accordance with the provisions hereof and thereof, the "Services Agreements"), which shall be consistent with the Development Budget, as amended;

(ii) Obtain all necessary Approvals and represent Owner as might be required by any Governmental Authority in connection therewith;

(iii) Provide and update the Project Schedule for Owner;

(iv) Provide assistance, oversight, and direction to Principal Consultants in developing the Construction Documents and all related submissions to any Governmental Authority;

(v) Submit all Construction Documents and related design specifications to Owner and District for approval, and obtain such approval at least five (5) Business Days before releasing such documents for construction;

(vi) Require General Contractor to obtain bids from Contractors in accordance with the Project Schedule;

(vii) Diligently manage and monitor General Contractor's construction so as to keep actual construction costs within the Construction Budget;

(viii) Provide Value Engineering and related assistance to Owner;

(ix) Establish and implement appropriate administrative and financial controls for Project Construction, including:

(A) manage, coordinate, and/or work with Consultants, attorneys, and other professionals employed or retained in connection with Project Construction;

(B) keep Owner and District informed of Project progress on a regular basis by delivering monthly written progress reports to Owner and District no later than ten (10) Business Days after the end of each month, in the form of reports required by this Agreement ("Monthly Progress Reports"); and

(C) deliver an updated Project Schedule to Owner and District on a monthly basis along with the Monthly Progress Reports;

(x) Verify services, work, equipment, materials, and labor used on the Project so that Developer will have a reasonable basis:

(A) to approve or disapprove requests for payment made by Consultants and any other parties with respect to Project Construction; and

(B) to determine that the Project is being designed, constructed, and completed in accordance with this Agreement and the Contract Documents or, if Project Construction is not being so completed, to promptly notify Owner and District;

(xi) As needed, attend job meetings and conferences required by this Agreement or called by Owner, General Contractor, or any other Consultant, and report on such conferences to Owner and District;

(xii) Review the results of, and inform Owner and District of actions to remedy, all inspections made by General Contractor, other Consultants, or any Governmental Authority;

(xiii) Prepare, file, and execute on Owner's behalf any notices of commencement and completion required or permitted to be filed on completion of the Project. As needed, act to obtain any certificates of occupancy or equivalent documents required for the occupancy of the Project (and provide copies to Owner and District);

(xiv) Following Substantial Completion, coordinate the compilation of all as-built Construction Documents, and operating and maintenance manuals for all applicable aspects of the Project. Deliver to Owner and District five (5) hard copy sets of as-built Construction Documents plus one (1) electronic copy of as-built Construction Documents;

(xv) Assist Owner and District in preparing punch list items, defect notices, or warranty claims;

(xvi) Provide Owner with any information reasonably requested by any Lender under the Construction Loan Documents, including without limitation, information relating to construction jobs as requested under a Community Benefits agreement with a Lender;

(xvii) Perform various management services, including, without limitation, all tax and NMTC Financing reporting requirements, administration of rent collection under the Sublease, administration of debt service under the Construction Loan, incorporation of the Project into the surrounding neighborhood and community, coordination with Owner and Governmental Authorities to improve surrounding infrastructure that provides safe and walkable streets and sidewalks, assisting with the expansion of the Project's connectivity to other community anchors, remediating slum and blight from the surrounding neighborhood and community via programs such as the Blight Elimination Program and the Tennessee Loan Repair Program, and all other attendant and related tasks; and

(xviii) Provide the following additional services:

(A) regularly observe and record all significant activities related to Project Construction during the Construction Phase;

(B) manage and administer compliance with all contractual requirements of Consultants and other parties with whom Owner or Developer has contracted in connection with Project Construction, and notify Owner and District in writing in the event that any such requirements are not being met;

(C) use diligent efforts to maintain a cooperative attitude among the Consultants;

(D) use diligent efforts to have General Contractor maintain on a current basis a daily written log or diary to record job conditions (including daily weather conditions, a list of important visitors or officials to the Project Site, daily progress and activities on the Project Site, which Contractors worked each day, and the

number of Contractors which worked each day), which log or diary will be available to Developer, Owner, and District for review and copying upon request;

(E) use diligent efforts to cause General Contractor to keep, on behalf of General Contractor and Developer, available for inspection by Owner and District at any time, in the field office, a complete set of all Construction Documents and Contract Documents;

(F) in collaboration with Principal Consultants, use procedures to expedite the processing and approval of shop drawings;

(G) use diligent efforts to have General Contractor maintain on a current basis a log of approvals of requests for information (“RFI’s”), submittals, and shop drawings to make sure all such terms and drawings have been properly approved by General Contractor before starting related work;

(H) use diligent efforts to have General Contractor receive material samples furnished at the Project Site by other Consultants, record the date the samples (or copies) are received and from whom, and notify Owner and District, if applicable, of the availability of the samples for examination;

(I) direct General Contractor to review and approve any RFI from Owner as necessary, and see that proper clarifications are issued, with all clarifications noted in the Construction Drawings, dated, and initialed by the issuing party;

(J) attend all construction meetings and conferences and use diligent efforts to have General Contractor prepare complete and accurate minutes for all such meetings and issue them to all parties who attended or as Owner and/or District may direct;

(K) subject to the requirements of the Agreement, use reasonably diligent efforts to coordinate the processing of any Change Orders and submissions to Owner and District for approval;

(L) perform periodic Project Site supervision and observations of Project work in progress as a basis for determining conformance of such work and any materials and equipment with the Construction Documents, and report any defective work or deficiencies to General Contractor, Owner, and District;

(M) verify and confirm the progress of the Project work and the amounts requested by General Contractor for payment;

(N) coordinate Project Site safety with General Contractor.

(b) Developer shall perform the Services and deliver the finished Project to Owner at a total cost to Owner equal to the Fixed Price. Developer shall cause all Development Costs to be paid either from the proceeds of Draws promptly upon receipt from Owner or, with respect to Development Cost Overruns, as set forth in Section 6.01 hereof.

(c) Developer shall be permitted to contract with any qualified Consultant to perform any one or more of the Services; *provided, however*, regardless of how Developer may contract for or obtain any services, labor, or materials in connection with the development of the Project, Developer shall have the responsibility to Owner for the completion of the Project in accordance with this Agreement and as set forth in the Construction Documents, within the time period set forth herein, and at a cost not to exceed the Fixed Price.

(d) Developer shall perform the Services in accordance with the standard of care and expertise normally employed by development firms performing similar services, and all duties under this Agreement shall be measured and interpreted in accordance with such standard of performance.

(e) Prior to Final Completion, Developer shall obtain and submit to Owner and District all certifications by Developer, General Contractor, Architect, and others, together with schedules, documents, and copies of documents, permits and approvals, application for payment, monthly progress reports, and any other information required hereunder.

(f) Notwithstanding anything to the contrary contained herein, Developer shall not be responsible for and the Services shall not include any line item set forth in the JCM School Project Responsibility Matrix and the responsibility for which has been assumed and undertaken by a party other than Developer.

#### Section 2.04. Development Team.

(a) Developer shall supply qualified staff and employ qualified and appropriately licensed Consultants to perform all of the Services in a prompt and timely manner. All such qualified staff shall be paid by Developer from the Development Fee, and all such qualified and appropriately licensed Consultants shall be paid from the Development Budget.

(b) Developer confirms that Developer's team includes the Contractors and Consultants listed in Exhibit "E" attached hereto and made a part hereof.

(c) Developer has assigned to the Project the following persons (collectively referred to herein as "Key Personnel"), who shall be available to Owner for consultation at all reasonable times:

NAME	POSITION
Pete Evans	Developer Representative
Lance Henderson	Developer Representative
Ray Washington	District Representative
Vicki Lake	Owner Representative

Key Personnel shall provide such time commitments as may be reasonably necessary so that the Services are properly performed in accordance with this Agreement.

(d) Developer Representative shall be the liaison and coordinator among Owner, District, and Developer, shall be the principal person responsible to Owner and District for the management of the Project and shall have the full authority to bind Developer and District hereunder, including the authority to negotiate and execute Change Orders.

(e) In the performance of this Agreement, Developer and Consultants shall comply with all Applicable Laws, including those affecting employees. Developer, Consultants, and all personnel used or employed by Developer and/or Consultants to perform the Services shall have and keep all required or necessary licenses, permits, and insurance coverages.

Section 2.05. Limitations and Restrictions.

(a) Developer agrees to act in good faith and with prudence and diligence in performance of the Services; *provided, however*, Developer shall not be liable for any delay, loss, or damage to Owner to the extent that such delay, loss, or damage is caused by Owner’s failure to provide Developer upon request with funds necessary to permit Developer to perform hereunder.

(b) Developer, Consultants, and their respective contractors, subcontractors, subconsultants, agents, employees, and others supplying labor, equipment, or material by or through them to the Project may not do either of the following without Owner’s prior written consent (and in the case of item (ii) of this Subsection, without District’s prior written consent)

(i) make any expenditure or incur any obligation on behalf of Owner unless otherwise permitted by this Agreement; or

(ii) make any change to the Construction Documents or the Guaranteed Date, unless otherwise permitted by this Agreement.

(c) Notwithstanding anything to the contrary contained herein, Developer may take the actions described in subparagraphs (b)(i) of this Section without Owner’s prior written consent, if:

(i) Developer in its reasonable, good faith judgment considers that such action is necessary to preserve the structural integrity of the Project or to protect the safety and

welfare of people or property. If Developer takes such action, Developer shall immediately notify Owner of the action taken, and, if required under Section 2.06 hereof, an appropriate Change Order shall be issued in connection therewith.

(ii) Such action is necessary to comply with the requirements of a Governmental Authority.

(iii) Developer requests that Owner or District consent to such action in writing, and Owner or District (as applicable) fails to respond to such request within five (5) Business Days after the date of such request

Section 2.06. Change Orders.

(a) Developer shall not modify the Construction Documents or utilize a Change Order except upon the terms and conditions set forth in this Section.

(b) The following modifications to the Construction Documents which are undertaken by Developer shall not require the approval of either Owner or District:

(i) Minor Field Changes;

(ii) Code Compliance Changes; and/or

(iii) A shift by Developer from one (1) line item in the Development Budget to another line item that does not increase the total amount of the Development Budget;

(c) Except for those modifications set forth in the preceding subsection (b), any modification of the Construction Documents that either Developer, Owner, or District may deem necessary or desirable shall be requested of the other Parties via a Change Order Request which shall set forth in detail the nature of the requested modification. Upon agreement in writing by Developer and Owner of any adjustments in time and/or costs for the Services necessitated by any Change Order Request, and upon approval thereof by District, such Change Order Request and the associated estimated changes in time and/or cost shall constitute a Change Order.

(i) If such Change Order would not result in an increase in the total amount of the Development Budget or an extension of the Guaranteed Date, no further action shall be required in connection with such Change Order.

(ii) If such Change Order would, in and of itself, constitute an Additive Change Order, it will be valid and effective only (A) if Developer agrees that after payment of such additional costs, sufficient funds remain in the Development Budget to complete the Project in accordance with this Agreement; (B) if the Additive Change Order were paired with a Deductive Change Order in an amount such that the total amount of the Development Budget, after accounting for the net effect of the paired Change Orders, would not result in an increase in the total amount of the Development Budget; (C) if, as a

result of net decreases in the total amount of the Development Budget due to any prior Deductive Change Order(s) or savings from other line items in the Development Budget, the Additive Change Order would not increase the total amount of the Development Budget; (D) in the case of a Force Majeure Event, if the Change Order would result in an increase in the total amount of the Development Budget or a delay of the Guaranteed Date, Owner shall agree that, after Value Engineering and other efforts of the Parties to address any potential shortfall have been undertaken, and upon exhaustion of all of the proceeds of the Construction Loan and any other available Project funds, funds are required to complete the Project Construction, Owner shall deposit an amount equal to any such increase attributable to the Change Order in the Project Development Account and/or agree in writing to an appropriate extension of the Guaranteed Date, as applicable.

(d) Each Change Order Request initiated by Developer shall be delivered to Owner and District by email pursuant to Section 10.03(iii) hereof and contain all information reasonably necessary for Owner and District to evaluate the proposed change. District shall respond within five (5) business days after receipt of the Change Order Request, and the Change Order Request will be deemed approved if there is a failure to respond to the Change Order Request by District within the 5-day period.

(e) Agreement on any Change Order Request shall constitute a final settlement on all direct costs covered therein, subject to performance thereof and payment therefor pursuant to the terms of this Agreement.

(f) Change Orders requested by Owner or District which are outside the scope of the Construction Documents and which increase the total amount of the Development Budget shall be at the sole cost and expense of Owner or District.

#### Section 2.07. Insurance Obligations

(a) Throughout the Term, Developer shall acquire and maintain in force Developer's Insurance, and such Developer's Insurance shall be a cost of the Project.

(b) Owner and Developer waive all rights against each other and the agents, employees, and Affiliates of each, for damages caused by fire or any other peril to the extent covered by any property insurance obtained under this Section or any other property insurance applicable to the Project Construction, except rights to proceeds of that insurance.

(c) Developer shall cause General Contractor to obtain and maintain property casualty insurance pursuant to this Agreement and as set forth in Exhibit "C" attached hereto and made a part hereof. In the event Developer fails to cause such insurance coverages to be obtained, Developer shall pay all costs of restoration of the Project arising from such uninsured event.

(d) Developer shall cause Architect to obtain and maintain professional errors and omissions insurance coverage with limits in amounts reasonably acceptable to Owner and District.

Section 2.08. Environmental Matters.

(a) Except for its agents and employees fully qualified to do so and then in full compliance with all Environmental Laws, Developer may not:

(i) direct, suffer, or permit any of its Project agents and employees to handle, use, manufacture, store, or dispose of any Hazardous Substance in or about the Project Site; or

(ii) knowingly or negligently suffer or permit:

(A) any Hazardous Substance to be used by any third-party in any manner not fully in compliance with all Environmental Laws; or

(B) any Hazardous Substance to be used, handled, manufactured, stored, remediated, abated, released or disposed of by its agents, employees, Consultants, or by any other third-party in any manner not fully in compliance with all Environmental Laws; or

(C) the Project Site to become contaminated with any Hazardous Substance.

(b) Notwithstanding the foregoing, Developer may handle, store, use, or dispose of any Hazardous Substance to the extent customary and necessary for the performance of Developer's duties hereunder to the extent the same is done in a safe and lawful manner, and in full compliance with all Environmental Laws. Developer shall also take reasonable precautions to prevent any handled, stored, used, or disposed Hazardous Substance from contaminating the Land or the environment or violating any Applicable Laws.

(c) Developer shall promptly provide Owner with complete and accurate copies of all disposal tickets for materials (hazardous or not) from the Project Site that are disposed of off the Project Site.

Section 2.09. Developer Records.

(a) Developer will establish and maintain at its office designated in the notice provision of this Agreement a complete set of books, accounts, records, plans and files (including the Plans and Specifications) for the Project. Such records shall be sufficient for the preparation of financial statements in accordance with GAAP. All books and records made or kept by Developer pertaining to the Project shall be available for and subject to audit, inspection, and copying by Owner or Owner Representative and District or District Representative during normal business hours and after reasonable notice. Developer shall cooperate with Owner and District to provide copies of documents necessary to Owner and District upon the reasonable request of Owner or District and payment of reasonable costs to Developer.

(b) Business and financial records shall be maintained by Developer and available to Owner and District for three (3) years after Final Completion; *provided, however*, records regarding any dispute involving the Project shall be retained for at least three (3) years following the resolution of such dispute. Before destruction of any such records by Developer, Developer shall notify Owner and District of its intention to destroy the records and, upon request of Owner or District, Developer shall make the records available to the requesting Party for transfer, at the sole expense of such requesting Party.

(c) If requested, Developer shall cooperate with Owner and District to ensure the proper and timely filing of all forms, reports and returns required by Governmental Authorities and relating to the Project.

#### Section 2.10. Construction Warranties.

(a) Developer shall cause to be warranted to Owner and District by Consultants that the completed Project will be in conformity with the Construction Documents and free of material defects in workmanship and materials during the Warranty Period. Developer shall assist Owner and District in conducting a warranty inspection of the Project prior to the expiration of the Warranty Period. Developer shall assist Owner and District in enforcement of warranties and coordinate all warranty work until all provisions of the Warranty Period are satisfied. Developer shall be entitled to reimbursement for all reasonable costs incurred in conducting such warranty inspections, in enforcement of warranties and in the coordination of all warranty work, including without limitation, travel, lodging, professional fees incurred to third parties, and the like, to the extent that any defect in the work under warranty was not due to the fault or neglect of Developer.

(b) At least thirty (30) days before the expiration of the Warranty Period, Owner or District may deliver to Developer a list of defects in workmanship and materials. Developer shall cause General Contractor or other appropriate Consultants to repair or replace any defective part of the Project promptly after its discovery during the Warranty Period. For purposes of this Section, “defects in workmanship and materials” shall not include ordinary wear and tear, misuse, abuse, or improper maintenance. Such warranties also apply to all utility facilities, including transmission lines, constructed or installed as part of the Project (including the portions thereof outside the Project Site) and shall run for one (1) year after the Substantial Completion Date.

(c) Warranties required by the Construction Documents and this Agreement shall commence on the Substantial Completion, Date or designated portion thereof if not all buildings are Substantially Complete, unless otherwise provided in this Agreement or the Certificate of Substantial Completion.

(d) NOTWITHSTANDING THE FOREGOING, NEITHER DEVELOPER NOR GENERAL CONTRACTOR MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES OR THE IMPROVEMENTS OTHER THAN AS EXPRESSLY CONTAINED HEREIN, WITH RESPECT TO DEVELOPER, OR IN THE CONSTRUCTION CONTRACT, WITH RESPECT TO GENERAL CONTRACTOR, AND BOTH DEVELOPER

AND GENERAL CONTRACTOR HEREBY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 2.11. Payment Bond and Performance Bond. Developer shall cause General Contractor to provide payment and performance bonds from a surety approved by Owner and in the form attached hereto as Exhibit “G” and made a part hereof (each bond to be in the amount of the Construction Budget, with General Contractor as contractor and principal, Developer, as developer, and Owner and District as owner/obligee).

### ARTICLE III DEVELOPER’S COMPENSATION

#### Section 3.01. Development Fee.

(a) In consideration of the performance of Developer’s Services relating to the development of the Project as set forth in this Agreement, Owner shall pay Developer the Development Fee of \$585,451.00, which shall be deemed earned and shall be payable as follows:

(i) Fifty percent (50%) of the Development Fee (\$292,725.50) shall be deemed earned and shall be due and payable on the Effective Date.

(ii) Thirty percent (30%) of the Development Fee (\$175,635.30) shall be deemed earned and shall be due and payable in fifteen (15) equal monthly installments of \$11,709.02, with the first such installment due on the first day of the month following the commencement of the Construction Phase and the remainder of such installments due on the first (1st) day of each month thereafter.

(iii) Twenty percent (20%) of the Development Fee (\$117,090.02) shall be deemed earned and shall be due and payable upon Substantial Completion.

(b) Development Fee payments may be delayed or withheld in whole or in part if there exists a Developer Default Event. If Owner so withholds payment, then, upon Developer curing or otherwise resolving such Developer Default Event, the installment schedule set forth in foregoing subsection (ii) shall be recalculated based on a revised Project Schedule prepared by Developer to reflect the Developer Default Event and subject to approval by Owner and District. Development Fee payments shall not be delayed or withheld for any reason other than an uncured Developer Default Event.

Section 3.02. Construction Oversight Fee. Owner shall pay Henry Turley Company LLC the Construction Oversight Fee pursuant to and in accordance with the Construction Oversight Agreement.

Section 3.03. Interest on Developer Compensation. Any amount payable to Developer pursuant to this Article which is not paid on the due date therefor shall bear interest at the Overdue Rate from the due date to the date paid by Owner.

ARTICLE IV  
TERM; COMPLETION

Section 4.01. Term. The term of this Agreement (the “Term”) shall be the period commencing on the Effective Date and ending on the Termination Date or otherwise as provided in this Agreement. The Parties recognize that Developer has performed some Services prior to the Effective Date. Further, the Parties acknowledge and agree that Developer’s services under Section 2.03(a)(xvii) hereof shall expressly survive the termination of this Agreement.

Section 4.02. Substantial Completion.

(a) When Developer considers that the Services for the Project have been substantially performed, Developer shall so notify Owner and District in writing. Upon receipt of Developer’s notification, Owner and District, together with Architect and Developer, shall make an inspection of the Project Site during which the Parties shall prepare a list of Punch List Items, which enumerates those items that remain to be completed and the estimated costs before the Project can be considered Finally Complete. General Contractor shall, before the Project is considered Finally Complete, complete or correct such Punch List Items the resolution of which Developer will oversee.

(b) Developer shall achieve Substantial Completion not later than the Guaranteed Date, which may be extended at no expense to or obligation of Developer due to the occurrence of any Completion Delay Event. Owner and District understand and agree that Developer and General Contractor may adjust near-term schedules from time to time in order for Developer to achieve Substantial Completion by the Guaranteed Date. The Parties agree that the Guaranteed Date shall be extended one (1) day for each day which Financial Closing occurs after March 1, 2020 at no expense to or obligation of Developer.

(c) (i) In the event that District shall not be able to occupy and operate the Project on or before the Guaranteed Date (subject to any extensions of that date as expressly provided for in this Agreement), Developer shall pay to District Two Thousand and No/100 Dollars (\$2,000.00) per day following the Guaranteed Date while Owner is unable to use the Project for its intended purpose (“Delay Damages”). Developer’s liability for Delay Damages shall not begin to accrue until the date following the Guaranteed Date, as such date may be extended pursuant to this Agreement.

(ii) Any liquidated damages assessed pursuant to this Section shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages, whether special or consequential, and of whatsoever nature, incurred by Developer that are occasioned by any delay in achieving Substantial Completion on or before the Guaranteed Date. The Parties have bargained for this stipulated damages

provision, giving consideration to the following: The Parties recognize that failure of the Project to open on schedule would cause Owner and District to suffer loss of services available to District students, upheaval and distress to District students during their school year, which damages are impossible to determine with certainty. As such, the damages to be suffered by Owner and District in the event of a failure by Developer to timely reach Substantial Completion of the relevant buildings are difficult to quantify and the parties wish to stipulate to the amount thereof. In addition, the Parties expressly agree that all stipulated damages herein are not in any way a penalty.

(iii) Payment by Developer under this Section shall be monthly in arrears on the tenth (10th) day of each month, or if such day is not a Business Day, on the immediately succeeding Business Day.

#### Section 4.03. Completion Delay Events.

(a) The Parties acknowledge that Project Construction may be delayed for reasons beyond Developer's control. Therefore, the Parties agree that the Guaranteed Date shall be extended one (1) day for each day of any delay in the achievement of Substantial Completion caused by Completion Delay Events. Other than Completion Delay Events, no other event, circumstance, or occurrence shall be the basis for an extension of the Guaranteed Date under this Section. Notwithstanding the foregoing, in the event delays to the Project are encountered for any reason, the Parties agree to undertake all reasonable steps to mitigate the effect of such delay.

(b) Upon the occurrence of an event which constitutes or may constitute a Completion Delay Event, Developer shall notify Owner and District as soon as possible (but in any event within fifteen (15) Business Days) and shall keep complete, detailed, and accurate records relating to such event including, without limitation, the precise effect on Developer's ability to perform the Services. If Developer asserts that an event constitutes or may constitute a Completion Delay Event, Developer shall provide to Owner and District a detailed written description of such event and why it constitutes a Completion Delay Event. The determination that a Completion Delay Event has occurred must be evidenced by written affirmation of Architect.

#### Section 4.04. Final Completion.

(a) For purposes of this Agreement the Project will be deemed finally complete ("Finally Complete" or "Final Completion" shall be deemed to have occurred) when:

(i) All Services are fully performed and the Project Improvements are constructed in accordance with the Construction Documents (including completion of all Punch List Items), all buildings and facilities have been thoroughly cleaned and no work whatsoever remains to be done to complete the Services required by this Agreement (except ongoing warranty oversight); and

(ii) Developer has delivered to Owner and District the Architect's certificate stating that (A) the Project has been completed in accordance with all Construction

Documents as approved (or deemed approved) by Owner and District, and (B) no Punch List Item remains incomplete; and

(iii) All required final certificates of occupancy are issued by the appropriate Governmental Authorities; and

(iv) the Project is free from all Liens and Claims asserted against Owner or its interests by Consultants (as evidenced in part by Developer's delivery to Owner of final, fully and properly executed lien waivers and releases from all such Consultants) except to the extent such Liens or Claims have been filed or asserted as a result of Owner's failure to satisfy its payment obligations hereunder; and

(v) Owner and District shall have received an "as built" ALTA/ACSM survey of the Project Site certified to Owner showing no encroachments by the Project on or over any property outside the Project Site and otherwise reasonably acceptable to Owner and District; and

(vi) All appropriate Governmental Authorities having jurisdiction over the Project have given their final approval of the Project; and

(vii) Developer has delivered to Owner and District all Construction Documents, operation and maintenance manuals for materials, equipment and systems incorporated into the Project, completed all Owner and District training, and provided and assigned to Owner all warranties and related items required by the Contract Documents; and

(viii) Expiration of thirty (30) days after filing Notice of Completion in Madison County Register's Office.

(b) Final Completion shall occur within a reasonable time after the Substantial Completion Date, but in no event later than one hundred twenty (120) days after the Substantial Completion Date; *provided however*, if one or more of the above conditions to Final Completion shall be unfulfilled sixty (60) days after written notice thereof from Developer to Owner due solely to any Owner Default, then Developer may disregard that condition and declare the Project Finally Complete under this Agreement.

## ARTICLE V REPRESENTATIONS AND WARRANTIES

Section 5.01. Developer's Representations and Warranties. Developer makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The execution and delivery by Developer of this Agreement, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof and thereof (i) are within the power, legal right, and authority of Developer;

(ii) are legal and will not conflict with or constitute on the part of Developer a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of Developer under the provisions of, any charter instrument, bylaw, operating agreement, indenture, mortgage, deed of trust, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which Developer is a party or by which Developer or its properties are otherwise subject or bound, or, to its knowledge, any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over Developer or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate action on the part of Developer. This Agreement is the valid, legal, binding, and enforceable obligation of Developer except as such enforceability may be limited by Debtor Relief Laws that affect the enforcement of creditors' rights in general and the availability of equitable remedies and, in the case of indemnification obligations, public policy. The officer of Developer executing this Agreement is duly and properly in office and is fully authorized and empowered to execute the same for and on behalf of Developer.

(b) Developer is a limited liability company of the State and is in good standing under the laws of the State, and is duly qualified to transact business in the State.

(c) To the best of Developer's knowledge, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of Developer, threatened against or affecting Developer in any court or by or before any Governmental Authority or arbitration board or tribunal that involve the likelihood of materially and adversely affecting the properties, business, prospects, profits, operations, or condition (financial or otherwise) of Developer, the ability of Developer to perform its obligations hereunder, or the transactions contemplated hereby; or that, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to which Developer is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby, nor is Developer aware of any facts or circumstances currently existing that would form the basis for any such action, suit, or proceeding. Developer is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, Governmental Authority, or arbitration board or tribunal. All tax returns (federal, state, and local) required to be filed by or on behalf of Developer have been duly filed (or an extension timely filed), and all taxes, assessments, and other Governmental Charges shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by Developer in good faith, have been paid or adequate reserves have been made for the payment thereof.

(d) Neither Developer nor any of its business or properties, nor any relationship between Developer and any other Person, nor any circumstance in connection with the execution, delivery, and performance by Developer of its obligations under this Agreement is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any Governmental Authority on the part of Developer in connection with the execution, delivery, and performance of this Agreement or the consummation of any transaction herein contemplated, except as shall have been obtained or made and as are in full force and effect, except as are not currently obtainable. To the knowledge of Developer, it will

be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of Governmental Authorities as may be required on or prior to the date Developer is legally required to obtain the same.

(e) No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of Developer, it is not in default or violation in any material respect under any charter instrument, bylaw, operating agreement, or other agreement or instrument to which it is a party or by which it may be bound. For purposes of this subsection (e), a default or violation shall be deemed “material” if it would adversely affect the ability of Developer to perform its obligations hereunder.

(f) To the knowledge of Developer, it is not in violation of Applicable Laws to which it is subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (that are currently obtainable) necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain might materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of Developer.

Section 5.02. Owner’s Representations and Warranties. Owner makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The execution and delivery by Owner of this Agreement, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof and thereof (i) are within the power, legal right, and authority of Owner; (ii) are legal and will not conflict with or constitute on the part of Owner a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of Owner under the provisions of, any charter instrument, bylaw, operating agreement, indenture, mortgage, deed of trust, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which Owner is a party or by which Owner or its properties is otherwise subject or bound, or, to its knowledge, any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or Governmental Authority or body having jurisdiction over Owner or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate corporate action on the part of Owner. This Agreement is the valid, legal, binding, and enforceable obligation of Owner except as such enforceability may be limited by Debtor Relief Laws that affect the enforcement of creditors’ rights in general and the availability of equitable remedies and, in the case of indemnification obligations, public policy. The officer executing this Agreement is duly and properly in office and is fully authorized and empowered to execute the same for and on behalf of Owner.

(b) Owner is a nonprofit public benefit corporation of the State and is in good standing under the laws of the State, and is duly qualified to transact business in the State.

(c) To the best of Owner’s knowledge, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of Owner, threatened against or affecting

Owner in any court or by or before any Governmental Authority or arbitration board or tribunal that involve the likelihood of materially and adversely affecting the properties, business, prospects, profits, operations, or condition (financial or otherwise) of Owner, the ability of Owner to perform its obligations hereunder, or the transactions contemplated hereby; or that, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to which Owner is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is Owner aware of any facts or circumstances currently existing that would form the basis for any such action, suit, or proceeding. Owner is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, Governmental Authority, or arbitration board or tribunal. All tax returns (federal, state, and local) required to be filed by or on behalf of Owner have been duly filed (or an extension timely filed), and all taxes, assessments, and other Governmental Charges shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by Owner in good faith, have been paid or adequate reserves have been made for the payment thereof.

(d) Neither Owner nor any of its business or properties, nor any relationship between Owner and any other Person, nor any circumstance in connection with the execution, delivery, and performance by Owner of its obligations under this Agreement is such as to require any additional consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any Governmental Authority on the part of Owner in connection with the execution, delivery, and performance of this Agreement or the consummation of any transaction herein contemplated, except as shall have been obtained or made and as are in full force and effect, except as are not currently obtainable. To the knowledge of Owner, it will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of Governmental Authorities as may be required on or prior to the date Owner is legally required to obtain the same.

(e) No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of Owner, it is not in default or violation in any material respect under any charter instrument, bylaw, operating agreement, or other agreement or instrument to which it is a party or by which it may be bound. For purposes of this subsection (e), a default or violation shall be deemed “material” if it would adversely affect the ability of Owner to perform its obligations hereunder.

(f) To the knowledge of Owner, it is not in violation of any Applicable Laws to which it is subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (that are currently obtainable) necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain might materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of Owner.

(g) The Project will be utilized exclusively for Owner’s exempt purposes; accordingly, it qualifies for an exemption from *ad valorem* taxes levied by the State, pursuant to Tenn. Code Ann. § 67-5-212.

Section 5.03. District's Representations and Warranties. District makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The execution and delivery by District of this Agreement, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof and thereof (i) are within the power, legal right, and authority of District; (ii) are legal and will not conflict with or constitute on the part of District a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of District under the provisions of, any charter instrument, bylaw, operating agreement, indenture, mortgage, deed of trust, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which District is a party or by which District or its properties is otherwise subject or bound, or, to its knowledge, any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or Governmental Authority or body having jurisdiction over District or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate corporate action on the part of District. This Agreement is the valid, legal, binding, and enforceable obligation of District except as such enforceability may be limited by Debtor Relief Laws that affect the enforcement of creditors' rights in general and the availability of equitable remedies and, in the case of indemnification obligations, public policy. The officer executing this Agreement is duly and properly in office and is fully authorized and empowered to execute the same for and on behalf of District.

(b) District is a governmental entity and political subdivision of the state of Tennessee.

(c) To the best of District's knowledge, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of District, threatened against or affecting District in any court or by or before any Governmental Authority or arbitration board or tribunal that involve the likelihood of materially and adversely affecting the properties, business, prospects, profits, operations, or condition (financial or otherwise) of District, the ability of District to perform its obligations hereunder, or the transactions contemplated hereby; or that, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to which District is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is District aware of any facts or circumstances currently existing that would form the basis for any such action, suit, or proceeding. District is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, Governmental Authority, or arbitration board or tribunal. All tax returns (federal, state, and local) required to be filed by or on behalf of District have been duly filed (or an extension timely filed), and all taxes, assessments, and other Governmental Charges shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by District in good faith, have been paid or adequate reserves have been made for the payment thereof.

(d) Neither District nor any of its business or properties, nor any relationship between District and any other Person, nor any circumstance in connection with the execution, delivery, and performance by District of its obligations under this Agreement is such as to require any

additional consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any Governmental Authority on the part of District in connection with the execution, delivery, and performance of this Agreement or the consummation of any transaction herein contemplated, except as shall have been obtained or made and as are in full force and effect, except as are not currently obtainable. To the knowledge of District, it will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of Governmental Authorities as may be required on or prior to the date District is legally required to obtain the same.

(e) No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of District, it is not in default or violation in any material respect under any charter instrument, bylaw, operating agreement, or other agreement or instrument to which it is a party or by which it may be bound. For purposes of this subsection (e), a default or violation shall be deemed “material” if it would adversely affect the ability of District to perform its obligations hereunder.

(f) To the knowledge of District, it is not in violation of any Applicable Laws to which it is subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (that are currently obtainable) necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain might materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of District.

## ARTICLE VI

### DEVELOPMENT COSTS; PROJECT SCHEDULE; AND DRAW REQUESTS

#### Section 6.01. Development Costs.

(a) Owner and District have approved the Development Budget attached hereto as Exhibit “B”, as may be amended as needed to reflect changes to the Project approved by Owner and District. Developer may reallocate demonstrated costs savings in any line item(s) of the Development Budget to other line item(s) of the Development Budget so long as the Fixed Price is unaffected.

(b) The duties and obligations of Developer hereunder are subject to sufficient funds being made available to the Project in order for Developer to perform such duties and obligations. The Parties acknowledge and agree that the only source of funds available for payment of Development Costs are the proceeds derived from (i) the Construction Loan, (ii) Owner’s or District’s own funds under the circumstances described in Section 2.06(f) hereof, or (iii) Developer’s own funds in the event of Development Cost Overruns.

(c) In the event of Development Cost Overruns despite reallocation of savings and amendment of the Project Budget, Developer agrees to pay for any Development Cost Overrun, as hereinafter provided:

(i) Developer is not responsible for any Development Cost Overrun resulting from (A) a Force Majeure Event, (B) Owner Delay, (C) change order requested by Owner or District pursuant to Section 2.06(f) hereof, (D) Significant Casualty as provided in Section 7.02(b) hereof, and/or (E) Partial Condemnation as provided in Section 7.03(c) hereof.

(ii) Developer shall notify Owner and District within five (5) days after determining that actual Development Costs will exceed the Fixed Price and shall set forth in such notice Developer's estimation of Development Cost Overruns. Developer shall promptly inform Owner and District of any changes to the Development Cost Overruns payable by Developer. Developer agrees to indemnify and hold Owner and District harmless from and against any liability for payment of the Development Cost Overruns.

(iii) Developer's responsibility for any Development Cost Overrun is subject to Developer's right to engage in Value Engineering in accordance with Section 6.06 hereof.

(iv) Developer shall pay or cause to be paid all Development Cost Overruns on or prior to the date any such Development Cost Overruns shall be due and payable. With respect to any work attributable to Development Cost Overruns, Developer shall be required to furnish to Owner all of the information otherwise required for a Draw Request pursuant to the provisions hereof, even though Developer is required to pay all such Development Cost Overruns. Promptly upon payment of any Development Cost Overruns, Developer shall obtain and furnish to Owner lien waivers with respect to the Development Cost Overruns paid and the work performed in connection therewith.

(v) Notwithstanding anything in this Agreement, Developer shall not be responsible for the payment of any Development Cost Overruns until all of the proceeds of the Construction Loan and any other available Project funds provided for in the Development Budget have been exhausted.

#### Section 6.02. Project Schedule.

(a) Owner and District have approved the Project Schedule attached hereto as Exhibit "D", as may be amended as needed to reflect changes to the Project approved by Owner and District.

(b) Developer shall provide Owner with information in connection with updating the Project Schedule as construction progresses, and the Project Schedule shall be modified from time to time based on such updates to the extent such modifications are approved in writing by Owner, District, and Developer. If the development and construction of the Project does not progress in accordance with the dates required by the Project Schedule, Developer shall advise Owner of all reasonably available means to speed up the work, including utilization of overtime, additional work crews and alternate material suppliers.

### Section 6.03. Project Development Account.

(a) Within ten (10) Business Days after the Effective Date, Developer shall open and thereafter keep open one (1) operating account (the “Project Development Account”). The Project Development Account shall be at Truist Bank located in Memphis, Tennessee, and both Developer and Owner shall be authorized signatories on the account, although absent a Developer Default, only Developer’s signature on checks drawn on the Project Development Account shall be required.

(b) Developer shall deposit or cause to be deposited by Lender, all Draws and Development Fee installments into the Project Development Account. Developer shall make all Project payments to itself and Consultants (other than General Contractor) from the Project Development Account. Developer shall make, keep, and furnish to Owner, upon request, accurate records of all deposits and withdrawals from the Project Development Account. Each withdrawal record made by Developer shall indicate the associated Draw Request, the payee, the amount, the date, the type of Development Cost involved, and any other information that Owner or Lender reasonably requires.

(c) All funds in the Project Development Account shall be separate from, and not commingled with, all other funds of Developer.

(d) If there exists an uncured Developer Default Event, then Owner, following the expiration of any cure period set forth herein, may assume sole control of the Project Development Account during the pendency of such uncured Developer Default Event after ten (10) Business Days’ notice to Developer. During such time, (x) Owner shall be solely liable for payment of all sums held in and disbursed from the Project Development Account, (y) Developer shall not be held responsible for any action or inaction of Owner related to the Project Development Account, and (z) Owner shall indemnify Developer for any actions taken by or failed to be taken by Owner related to Owner’s takeover of the Project Development Account.

(e) The Parties agree that a disbursement agreement will be entered into with respect to disbursement process relating to the Construction Loan. To the extent that the foregoing provisions of this Section 6.03 conflict with the provisions of such disbursement agreement, the Parties agree that the provisions of disbursement agreement shall control.

### Section 6.04. Draw Requests and Draws.

(a) Developer shall make all requests (“Draw Requests”) for payments of Development Costs (“Draws”) in writing to Owner. Only one (1) Draw Request may be made in any thirty (30) day period, each Draw Request shall be made at least fifteen (15) days prior to the date funds are requested to be made available, and all Draw Requests shall be subject to the prior approval of Owner and Developer. Draws may be used only to pay for Development Costs incurred.

(b) Draw Requests shall include the following and any other information reasonably required by Owner and/or Lender (a copy of which shall be provided to District):

(i) Summary Report: A listing, by Development Budget line item, of Development Costs incurred, in the form and specificity reasonably required by Owner.

(ii) Detail Report: A listing by Consultant for each of the Development Budget line items listed in the Summary Report, in the form and specificity reasonably required by Owner.

(A) *Supporting Documentation*. A copy of all schedules of values for amounts of at least Ten Thousand Dollars (\$10,000) (and, if requested by Owner, for lesser amounts for particular items) or other documentation supporting the total amount of the current Draw Request, including:

(1) An Application and Certificate of Payment (AIA Document G702), or other document acceptable to Owner, which shall include certifications by General Contractor, Architect, and Developer that Project Construction to the date of the Draw Request is in substantial compliance with the Construction Documents and certification by Architect of the percentage of completion of Project Construction as of date of the Draw Request;

(2) A copy of General Contractor's application for payment, including its conditional lien waivers on progress payments for work in process;

(3) Contractors' duly executed unconditional lien waivers (AIA Document G706) for progress payments made from the previous Draw; and

(4) Other documents reasonably necessary to support Development Costs to be paid by the Draw.

(B) *General Ledger Detail Report*: A cash-basis general ledger reflecting all activity from the date of the most recent Draw Request to the date of the current Draw Request.

(C) *Statement of Cash Receipts and Disbursements*: A listing of all sources and uses of cash from the date of the most recent Draw Request to the date of the current Draw Request.

(D) *Other Supporting Documentation*: All other documents and information reasonably required by Owner or Lender under the Construction Loan Documents.

(c) Owner and Developer acknowledge and agree that written approval of a particular Draw Request by Owner is a prerequisite to funding of such Draw Request or any portion thereof. Owner, upon receipt of the Draw Request from Developer, shall promptly approve of such Draw

Request that are proper for approval so that Developer may process the Draw Request and pay all such costs; *provided, however*:

(i) If Owner shall dispute a Draw Request, Owner shall notify Developer in writing within ten (10) Business Days of Owner's receipt thereof.

(ii) Upon receipt of such a dispute notice, Developer shall provide any additional information or documentation to Owner to explain the nature and propriety of the amount in question.

(iii) If Owner shall continue to dispute a Draw Request after receiving such additional information or documentation, Owner shall notify Developer in writing within five (5) Business Days of Owner's receipt of such additional information or documentation.

(iv) Any failure to dispute a Draw Request, or to continue to dispute a Draw Request, within the ten (10) and five (5) Business Day periods described in paragraphs (i) and (ii) of this subsection (c) shall be deemed to constitute acceptance of such Draw Request by Owner.

(v) District shall be provided written notification of Owner's approval or dispute of a Draw Request.

(d) Developer shall discharge or cause to be discharged of record by bond or otherwise, within twenty (20) days following the date whereupon Developer receives actual knowledge of the filing, of any Lien or Claim filed against the Project for work or materials claimed to have been furnished at Developer's request to or for the benefit of Developer and/or the Project. If Developer shall fail to cause such Lien or Claim to be so discharged or bonded within such period, in addition to any other right or remedy Owner may have, Owner may, but shall not be obligated to, discharge such Lien or Claim by procuring the discharge of such Lien or Claim by the deposit in a court or by bonding, and, in any event, Owner shall be entitled, if Owner shall so elect, to compel the prosecution of any action for the foreclosure of such Lien or Claim by the lienor or claimant and to pay the amount of the judgment, if any, in favor of the lienor, with interest, costs and allowances. Developer shall be liable to Owner, on demand and from time to time, for any sum or sums so paid by or on behalf of Owner and all costs or expenses incurred by Owner, including, but not limited to, reasonable attorneys' fees actually incurred in prosecuting such discharge or in defending any such action; *provided, however*, that if such Lien is established as a result of Owner's failure to make payments hereunder or under the Construction Contract, then Developer shall not be responsible for the removal or satisfaction of such Lien under this Section. Developer agrees to provide Owner with written notice of any Lien filed against the Project promptly following Developer's obtaining actual knowledge of such Lien.

Section 6.05. Reimbursement for Construction Advances. In the event Developer makes any advance to General Contractor or pursuant to any other Construction Contract prior to the date Owner is required to fund such advance, Developer shall be entitled to seek reimbursement for such advance from Owner but only if, and to the extent, such advance is in accordance with the

Development Budget, Project Schedule, and the applicable Construction Contract or such expenditure is approved in writing by Owner. Developer shall submit to Owner a summary of expenses incurred along with all appropriate backup documentation to support the expenses incurred (including but not limited to copies of General Contractor billing statements, Contractor billing statements, lien waivers and other relevant documentation which is required to support the amount of the reimbursement being requested).

Section 6.06. Value Engineering. In the event that Developer determines that the actual total Development Costs of the Project shall exceed the Fixed Price, then upon Developer's determination that such action is necessary, Developer, Architect and General Contractor will undertake Value Engineering to reduce the Development Costs of the Project, subject to approval by Owner and District.

## ARTICLE VII CONDEMNATION AND CASUALTY

### Section 7.01. Developer's Duties in Case of Loss.

(a) Developer shall promptly notify Owner and District of any fire or other damage to the Project or any portion of the Project Site. Developer shall arrange for an insurance adjuster to view the Project Site or the Project before any necessary repairs are commenced. Developer may not settle any losses, complete loss reports, adjust losses, or endorse loss drafts without Owner's and District's prior written consent.

(b) Developer shall promptly notify Owner and District of any personal injury or property damage occurring to the Project or on the Project Site.

### Section 7.02. Casualty.

(a) If, prior to Substantial Completion, a Significant Casualty occurs, then District shall have the right to terminate this Agreement as of the date of such Significant Casualty (i) by notifying Developer and Owner within sixty (60) days after such Significant Casualty, and (ii) subject to (A) Owner's payment of amounts for which Developer is responsible, including, without limitation, work or materials currently in place or ordered, but not yet paid for by Owner (plus applicable fees thereon), any sums Developer is responsible to pay General Contractor under the Construction Contract, plus a prorated portion of any remaining unpaid amount of the Development Fee from Owner to Developer; (B) Owner's payment of all amounts due to any Consultants or other parties in connection with Project Construction; and (C) those matters that expressly survive the termination of this Agreement as set forth herein.

(b) If, prior to Substantial Completion, a Significant Casualty occurs but District does not elect to terminate this Agreement as provided in the preceding Subsection, then Developer shall, subject to the availability of funds to reconstruct the Project and to pay the Development Fee, upon written notice from District acknowledging same, promptly proceed to reconstruct, restore, and repair the Project and/or the Project Site, as applicable, to the condition substantially

equivalent to its condition immediately prior to the Significant Casualty. In such event, a Completion Delay Event shall be deemed to have occurred as of the date of the Significant Casualty, and the completion deadlines under this Agreement shall be extended in accordance with Section 4.03 hereof.

#### Section 7.03. Condemnation.

(a) If, during the Term, a Significant Condemnation occurs, then District shall terminate this Agreement as of the date of such Significant Condemnation (i) by giving written notice to Developer and Owner, and, (ii) subject to (A) Owner's payment of amounts for which Developer is responsible, including, without limitation, work or materials currently in place or ordered, but not yet paid for by Owner (plus applicable fees thereon), any sums Developer is responsible to pay General Contractor under the Construction Contract, plus a prorated portion of any remaining unpaid amount of the Development Fee from Owner to Developer; (B) Owner's payment of all amounts due to any Consultants or other parties in connection with Project Construction; and (C) those matters that expressly survive the termination of this Agreement as set forth herein.

(b) If, during the Term, a Partial Condemnation occurs, then District shall give Developer and Owner prompt written notice thereof, and the part of the Project Site so taken shall no longer constitute part of the Project, but this Agreement shall continue in full force and effect as to the remainder of the Project Site not so taken; *provided, however*, that upon any Partial Condemnation, District may elect to terminate this Agreement if (i) in the good faith judgment of District, the remaining portion of the Project Site cannot be economically and practically utilized by District for Project Construction and operation of the Project; or (ii) the Partial Condemnation shall have a material adverse effect upon the means of access to the Project Site or the Project. District shall give notice to Developer and Owner of District's election to terminate this Agreement not later than sixty (60) days after notice of such Partial Condemnation, and this Agreement shall terminate, subject to (x) Owner's payment of amounts for which Developer is responsible, including, without limitation, work or materials currently in place or ordered, but not yet paid for by Owner (plus applicable fees thereon), any sums Developer is responsible to pay General Contractor under the Construction Contract, plus a prorated portion of any remaining unpaid amount of the Development Fee from Owner to Developer; (y) Owner's payment of all amounts due to any Consultants or other parties in connection with Project Construction; and (z) those matters that expressly survive the termination of this Agreement as set forth herein.

(c) If, during the Term, a Partial Condemnation occurs but District does not elect to terminate this Agreement as provided in the preceding Subsection and Developer reasonably expects the Partial Condemnation to delay the completion of the Project beyond the Guaranteed, then a Completion Delay Event shall be deemed to have occurred as of the date of the Partial Condemnation and the completion deadlines under this Agreement shall be extended in accordance with Section 4.03 hereof and a revised Development Budget and revised Construction Documents shall be prepared by Developer and submitted to Owner and District for their approval (such approval not to be unreasonably withheld), and which shall, upon Owner's and District's approval

thereof, reflect the changes to the Project and the cost to complete the Project as a result of such Partial Condemnation.

ARTICLE VIII  
COVENANTS AND AGREEMENTS

Section 8.01. Negative Covenants of Developer. Developer shall not, without the prior written consent of Owner and District, do or permit to be done any of the following:

(a) Amend or modify the Construction Contract, the Architectural Contract, or the Construction Documents (except upon the terms and conditions set forth in Section 2.06 hereof); and

(b) Amend or modify the Project Budget, other than to reallocate demonstrated line item savings, as necessary.

Section 8.02. Owner's and District's Obligations. During the Term, Owner and District shall:

(a) cooperate with Developer in developing and finalizing the Contract Documents, the Construction Documents, the Project Schedule, the Development Budget, and Construction Loan Documents for the Project;

(b) promptly respond to requests from Developer including giving necessary consents and approvals to Developer within any reasonable time for such consent or approval specified by Developer; *provided, however*, if Owner or District shall fail or refuse to respond to any such request from Developer within five (5) Business Days, such failure or refusal shall be deemed an approval thereof;

(c) ensure Owner Representative and District Representative, respectively, attend Project progress meetings to discuss procedures, progress, problems and scheduling;

(d) direct through Developer any and all communications with Consultants and any others related to Project Construction;

(e) not consent to any amendment to any Construction Loan Document the result of which would be to increase the duties, obligations or liabilities of Developer without Developer's prior written consent;

(f) review and approve all Draw Requests in accordance with Article VI hereof, ensure the timely funding of all Development Costs in accordance with the Development Budget, and ensure that all monthly applications for payment for Development Costs, Development Fees, and any other expenses and reimbursements that are properly prepared and submitted in accordance with the requirements of this Agreement are promptly paid; and

### Section 8.03. Indemnity.

(a) Developer shall indemnify, defend, and hold harmless Owner and District, their members, and their respective officers, managers, directors, agents, and employees from and against any and all Claims, demands, losses, liabilities, actions, lawsuits, and other proceedings, judgments, awards, costs, and expenses (including reasonable attorneys' fees and disbursements) related to the Project and arising out any breach of Developer's representations or obligations hereunder, except for such Claims, demands, losses, liabilities, actions, lawsuits, and other proceedings, judgments, awards, costs, and expenses (including reasonable attorneys' fees and disbursements) as are caused directly by the negligence of Owner and/or District, or their officers, directors, or employees. The indemnity obligation provided for herein shall terminate upon the Termination Date, *provided* that Developer shall be and remain liable for any liability arising hereunder prior to the Termination Date.

(b) Owner shall indemnify, defend, and hold harmless Developer, and its officers, directors, agents, and employees from and against any and all Claims, demands, losses, liabilities, actions, lawsuits, and other proceedings, judgments, awards, costs, and expenses (including reasonable attorneys' fees and disbursements) related to the Project and arising out of any breach of Owner's representations or obligations hereunder, except for such Claims, demands, losses, liabilities, actions, lawsuits, and other proceedings, judgments, awards, costs, and expenses (including reasonable attorneys' fees and disbursements) as are caused directly by the negligence of Developer, or its officers, directors, or employees. The indemnity obligation provided for herein shall terminate upon the Termination Date, *provided* that Owner shall be and remain liable for any liability arising hereunder prior to the Termination Date.

(c) Notwithstanding anything to the contrary contained herein, Owner acknowledges that any and all latent conditions, environmental conditions, Hazardous Substances or contamination existing on, in or under, or affecting, the Project Site as of the Effective Date (whether known or unknown) are the sole responsibility of Owner. Owner will defend, indemnify and hold Developer harmless and hereby releases Developer and all of its officers, employees, directors, members and agents from any and all Claims, demands, liabilities, costs and expenses (including reasonable attorneys' fees) caused by, growing out of, or otherwise happening in connection with any such environmental or other conditions for which Owner is responsible under this Section. Owner further acknowledges that it will be solely responsible for the cost of all remediation of any environmental or other conditions and contamination for which it is responsible under this Section.

### Section 8.04. Related Contracts.

(a) Developer agrees, at Developer's expense, to enforce or cause to be enforced, performance, as applicable, of provisions of the Services Agreements in a commercially reasonable manner such that all work performed and services provided under each Services Agreement will be performed and provided, as the case may be, in accordance with its terms. Notwithstanding the foregoing, Owner and District shall have the right to enforce each such Services Agreement directly, and Developer shall cooperate with Owner and District in all

reasonable respects to such enforcement. Upon the request of Owner and District from time to time, Developer shall provide or cause to be provided to Owner and District a list and copies of all Services Agreements.

(b) Developer shall use commercially reasonable efforts to include in all Services Agreements and any other contracts it executes in connection with the Project after the Effective Date an indemnity provision requiring the other contracting party to indemnify and save harmless Owner and its officers, directors, managers, agents, and employees from and against all Claims, losses, and liability resulting from any damage to, injury to, or death of, people or property caused by, occasioned by, in connection with, or arising out of the performance of the Services or work of that contracting party, its employees, or agents, and from and against all related fees, costs, and attorneys' fees and costs.

(c) Subject to the terms and provisions of this Agreement, Owner and District recognize and acknowledge that Developer may contract with and/or obtain goods and services for the Project from subsidiaries and other Affiliates of Developer; *provided, however*, all such arrangements must be previously approved in writing by Owner.

Section 8.05. Assignment of Guaranties and Warranties. Developer, as assignor, hereby conditionally assigns, transfers and sets over to Owner, as assignee, all of its right, title, and interest in and to all guaranties and warranties received by Developer from Consultants in connection with the design, construction, and development of the Project, *provided* Developer shall be subrogated to the rights of Owner with respect to any Claims which have been guaranteed hereunder and satisfied by Developer pursuant hereto. Developer shall not take, and has not taken, any action or done anything which could limit the enforceability of such guaranties and warranties.

Section 8.06. Inspections and Monitoring. Owner, District, and Lender each may inspect and monitor the Project and the Services at any time, upon reasonable prior notice to Developer, Developer Representative, or the General Contractor. However, Owner, District, and Lender, as applicable, will be required to sign in with Developer at the Project Site and to follow Developer's safety regulations in all respects. No such inspections or monitoring shall be of a nature that causes any delays in the progress of the development of the Project. In the event any such inspections or monitoring shall cause any delays in the progress of the development of the Project, the Guaranteed Date shall be extended by the number of days of such delay, *provided* that Developer shall give written notice to Owner and District of any such claimed delays within seven (7) days after the event causing any such delay.

Section 8.07. Utilities.

(a) Developer, as part of the Services, shall:

(i) install, or cause to be installed, all infrastructure required to provide the Project with utilities, including, without limitation, electricity, water, sewer, gas, telephone and fiber optic cable (including internet service);

(ii) install, or cause to be installed, all connections and wiring for fully servicing the Project in accordance with the Construction Documents; and

(iii) construct and install, or cause to be constructed and installed, all sewer facilities within and outside the Project Site that are required or contemplated by the Project;

(b) Included as Development Cost will be all costs and expenses for the provision of all utilities to the Project Site in a timely manner for purposes of enabling Developer to perform the Services in accordance with this Agreement and as needed for utilities to be available at the Project permanently after Final Completion.

(c) Developer shall prepare and negotiate such contracts, easements, licenses and other agreements as are necessary or desirable for the provision of water, sewer, gas, electric, telephone, cable television and other utilities (collectively, "Access and Utility Agreements"), in capacities adequate for the development and use of the Project for its intended purposes. Developer is hereby authorized by Owner and District to sign all such Access and Utility Agreements as agent for and in the name of Owner and/or District. Owner shall cooperate in all reasonable respects with respect to granting easements on Owner's and property where reasonably required to facilitate the provision of utilities to the Project Site.

#### ARTICLE IX DEFAULT; TERMINATION; AND FORCE MAJEURE EVENT

Section 9.01. Developer Default Events. The occurrence of any one or more of the following events (whether such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) shall constitute a "Developer Default Event":

(a) Developer shall fail or refuse to provide any of the Services or to perform any other duties or obligation under this Agreement in the manner and within the time period required by this Agreement and such failure or refusal shall continue for a period of thirty (30) days after written notice specifying such failure or refusal and requesting that it be corrected, cured, or remedied shall have been given to Developer by Owner or District. In the case of any failure that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Owner and District, such failure shall not constitute a Developer Default Event if corrective action shall be instituted by Developer within the applicable period and diligently pursued until the failure shall have been corrected, cured, or remedied to the satisfaction of Owner and District (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(b) A Consultant shall commit or permit a breach of any of the duties or obligations required to be performed by Developer under this Agreement in the manner and within the time

period required by this Agreement and such breach shall continue for a period of thirty (30) days after written notice specifying such breach and requesting that it be corrected, cured, or remedied shall have been given to Developer by Owner or District. In the case of any breach that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Owner and District, such breach shall not constitute a Developer Default Event if corrective action shall be instituted by Developer or Consultant within the applicable period and diligently pursued until the failure shall have been corrected, cured, or remedied to the satisfaction of Owner and District (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(c) Any representation or warranty made by Developer in any statement or certificate furnished to Owner or District shall prove to have been inaccurate in any material respect as of the date of the issuance or making thereof and shall not have been corrected within thirty (30) days after written notice specifying such inaccuracy and requesting that it be corrected, cured, or remedied shall have been given to Developer by Owner or District. In the case of any such inaccuracy that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Owner and District, such inaccuracy shall not constitute a Developer Default Event if corrective action shall be instituted by Developer within the applicable period and diligently pursued until the inaccuracy shall have been corrected, cured, or remedied to the satisfaction of Owner and District (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(d) Developer shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any Debtor Relief Law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of, or taking possession by, any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(e) An involuntary case or other proceeding shall be commenced against Developer seeking liquidation, reorganization or other relief with respect to it or its debts under any Debtor Relief Law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days; or an order for relief shall be entered against Developer under the federal bankruptcy laws as now or hereafter in effect; or

(f) Developer shall fail to maintain Developer's Insurance as required by Section 2.07 hereof.

Section 9.02. Owner's and District's Remedies.

(a) Upon the occurrence of any Developer Default Event and at any time thereafter, Owner or District may, so long as such Developer Default Event is continuing, terminate this Agreement, subject to the Construction Loan Documents, and in addition to any other right or remedy Owner may have on account of such Developer Default Event.

(b) In order to entitle Owner or District to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

(c) Upon any termination of the Agreement under the provisions of this Section:

(i) Owner shall pay to Developer, within sixty (60) days of the date of such termination, reimbursable costs payable hereunder up to the date of such termination; *provided; however*, Owner may offset any amounts payable as Delay Damages to Owner against any amount to be paid to Developer under this subsection;

(ii) Developer and Owner shall meet as soon as practicable and, as approved by Lender and District, Developer shall develop a program to transfer or shut down the Project, give appropriate notices, and implement an appropriate program to secure the Property against unlawful entry and vandalism;

(iii) Owner shall promptly pay to Developer the cost of all services, materials and supplies, if any, which may have been ordered or requested by Developer as a result of its obligations arising under this Agreement so long as such items consist of Development Costs and have been paid for by Developer as of the date of termination or are paid for by Developer within forty-five (45) days after the date of termination; and

(iv) To the extent required by Owner or District, Developer shall assign to Owner or District and Owner or District (as the case may be) shall assume Services Agreements, and in such case Owner shall indemnify Developer against any liability for obligations of Developer under the assumed Services Agreements accruing after the date of such assumption, except to the extent such liability results from Developer's malfeasance, willful misconduct, negligence or misrepresentation.

(d) In the event that this Agreement is terminated for any reason, all Construction Documents and Contract Documents shall become the property of Owner and District, or shall be assigned to Owner or District, as applicable, upon payment in full by Owner of all amounts due to Developer under or as a result of a breach of this Agreement *provided; however*, Owner may offset any amounts payable as Delay Damages to Owner against any amount to be paid to Developer under this subsection. Developer shall require a consistent provision in the Construction Contract and Architect's Contract.

Section 9.03. Owner Default Event. The occurrence of any one or more of the following events (whether such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) shall constitute an “Owner Default Event”:

(a) Owner shall fail or refuse to pay Development Costs (other than Development Cost Overruns) or to make any payment to Developer under Section 3.01 hereof in a manner and within the time required by this Agreement and such failure shall continue for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to Owner by Developer. In the case of any failure that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Developer, such failure shall not constitute an Owner Default Event if corrective action shall be instituted by Owner within the applicable period and diligently pursued until the failure shall have been corrected, cured, or remedied to the satisfaction of Developer (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(b) Owner shall fail to perform or cause to be performed any other covenant, condition, or provision on its part herein contained within the time period required by this Agreement and such failure shall continue for a period of thirty (30) days after written notice specifying such failure and requesting that it be corrected, cured, or remedied shall have been given to Owner by Developer. In the case of any failure that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Developer, it shall not constitute an Owner Default Event if corrective action shall be instituted by Owner within the applicable period and diligently pursued until the failure shall have been corrected, cured, or remedied to the satisfaction of Developer (but in no event shall the cure period exceed ninety (90) days from the expiration of the initial thirty (30) day period);

(c) Any representation or warranty made by Owner in any statement or certificate furnished to Developer in connection with this Agreement shall prove to have been inaccurate in any material respect as of the date of the issuance or making thereof and shall not have been corrected within thirty (30) days after written notice specifying such inaccuracy and requesting that it be corrected, cured, or remedied shall have been given to Owner by Developer. In the case of any such inaccuracy that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Developer, it shall not constitute an Owner Default Event if corrective action shall be instituted by Owner within the applicable period and diligently pursued until the inaccuracy shall have been corrected, cured, or remedied to the satisfaction of Developer (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(d) The occurrence of a default or an event of default under any Construction Loan Document, not resulting from a Developer Default Event, and the continuation thereof beyond any cure or grace period provided therein;

(e) Owner shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any Debtor Relief Law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of, or taking possession by, any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing; or

(f) An involuntary case or other proceeding shall be commenced against Owner seeking liquidation, reorganization or other relief with respect to it or its debts under any Debtor Relief Law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days; or an order for relief shall be entered against Owner under the federal bankruptcy laws as now or hereafter in effect.

#### Section 9.04. Developer's Remedies.

(a) Upon the occurrence of an Owner Default Event for failure to pay Development Costs, Developer shall have the right, in addition to any other rights Developer may now or hereafter have at law or in equity or by statute, to terminate this Agreement and Owner covenants and agrees to pay to Developer amounts for which Developer is responsible, including, without limitation, work or materials currently in place or ordered, but not yet paid for by Owner (plus applicable fees thereon), any sums Developer is responsible to pay General Contractor under the Construction Contract or any other Consultants under any other Contract Documents, plus any remaining unpaid amount of the Development Fee that would have been earned had the Project been fully completed.

(b) For any Owner Default Event (other than failure to pay Development Costs), Developer shall be entitled to pursue any other remedies at law or in equity other than termination of this Agreement with the understanding that neither the occurrence of an Owner Default (other than Owner's failure or refusal to pay Development Costs or the Development Fee after the expiration of any applicable cure or grace period) nor the pendency of a Claim constitute grounds for the suspension of performance by Developer, in whole or in part unless Developer is excused from performance in writing by Lender and District.

(c) In order to entitle Developer to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 9.05. Force Majeure Event. No Party shall be in default under this Agreement to the extent that such Party's performance is delayed or otherwise made impossible or impracticable by a Force Majeure Event. Developer shall not be required to incur any cost or expense as a result of a Force Majeure Event, and time frames required for performance hereunder shall be extended in accordance with Section 4.03 hereof during the pendency of any Force Majeure Event. Developer shall advise Owner and District of any Force Majeure Event promptly after receiving notice thereof. In the event that Developer shall fail to advise Owner or District of such Force Majeure Event within thirty (30) days after receiving notice thereof, its rights to claim such event shall be deemed waived.

ARTICLE X  
MISCELLANEOUS

Section 10.01. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, supersedes all prior negotiations, representations, understandings and agreements of, by or among the Parties, express or implied, oral or written which are fully merged herein. The express terms of this Agreement control and supersede any course of performance and/or customary practice inconsistent with any such terms. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement unless such agreement is in writing and signed by the Party against whom enforcement of such change, modification, discharge or abandonment is sought.

Section 10.02. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall be deemed personal to Developer, Owner, and District and, as such, may not be assigned by any Party without the prior written approval of the other Parties, which approval may be withheld in such Parties' absolute and sole discretion; *provided, however*, that this Agreement may be collaterally assigned by Owner as security financing on the Project. Developer shall continue to perform its obligations under this Agreement following any such assignment, *provided* Developer continues to receive its Development Fee and funding for the Project continues. Notwithstanding the forgoing, Developer may also assign this Agreement, without the approval of the other Parties, to an Affiliate of Developer.

Section 10.03. Notices. All notices required or permitted to be given under this Sublease shall be in writing and shall be deemed given and received: (i) one Business Day after deposit prepaid with a reputable overnight courier; (ii) upon personal delivery during regular business hours of the recipient; (iii) upon transmission via email during regular business hours of recipient, with a confirmation copy mailed by first class mail, postage prepaid, addressed to the other Parties' address; or (iv) by mail, postage prepaid, to the address of the Parties listed below by depositing the same with the United States Postal Service, to be effective three (3) days after mailing:

- (a) If to Owner at:           Healthy Community Education Partners, Inc.  
                                          ATTN: Vicki Lake  
                                          111 E. Main Street, Ste. 201  
                                          Jackson, TN 38301  
                                          Email: vicki.lake@wth.org

with copy to: Spragins, Barnett & Cobb, PLC  
ATTN: Nicholas B. Latimer  
312 East Lafayette Street  
Jackson, TN 38301  
Email: nbl@spraginslaw.com;

(b) if to District at: Jackson-Madison County School System  
ATTN: Superintendent  
310 North Parkway  
Jackson, TN 38305  
Email: trwashington@jmcoss.org

with copy to: Rainey, Kizer, Reviere & Bell, P. L. C.  
ATTN: Dale Thomas  
209 East Main Street  
Jackson, TN 38301  
Email: dthomas@raineykizer.com; and

(c) if to Developer at: Healthy Community, LLC  
ATTN: Pete Evans  
65 Union Avenue, 12th Floor  
Memphis, TN 38103  
Email: pevans@henryturley.com

&

ATTN: Lance Henderson  
65 Union Avenue, 12th Floor  
Memphis, TN 38103  
Email: lhenderson@henryturley.com

with copy to: Martin, Tate, Morrow & Marston, P.C.  
ATTN: Clayton C. Purdom  
6410 Poplar Avenue, Suite 1000  
Memphis, TN 38119  
Email: cpurdom@martintate.com

The Party to receive notices and the place notices are to be sent for any Party may be changed by notice given pursuant to the provisions of this Section.

Section 10.04. No Waiver. Neither the failure nor any delay on the part of any Party to this Agreement to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege,

nor shall any waiver of any right, remedy, power or privilege operate as a waiver with respect to any other such occurrence. No waiver shall be effective unless it is in writing and is signed by the Parties asserting such waiver.

Section 10.05. Time. The Parties acknowledge and agree that time is of the essence in the performance of this Agreement.

Section 10.06. Limited Third-Party Beneficiary Rights. This Agreement is made solely and specifically between and for the benefit of the Parties, and their respective successors and permitted assigns, subject to the express provisions hereof relating to successors and assigns, and, except as expressly set forth below, no other Person shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

Section 10.07. Non-Exclusive Remedies. Except as otherwise provided herein, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every such remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. It is expressly agreed that the remedy at law for breach by any of the Parties for its obligations hereunder is inadequate in view of the complexities and uncertainties in measuring the actual damages that would be sustained by reason of any Party's failure to comply fully with each of such obligations. Accordingly, the obligations of each Party are expressly made enforceable by specific performance, except as otherwise specifically provided herein.

Section 10.08. Additional Acts. In connection with this Agreement and the transactions contemplated hereby, the Parties each agree to execute and deliver such additional documents and instruments and take all such necessary action and perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement.

Section 10.09. Severability. The provisions of this Agreement are independent of and separable from each other, and no provisions shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other provision may be invalid or unenforceable in whole or in part.

Section 10.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected on this Agreement as the signatories.

Section 10.11. Captions. The captions in this Agreement are inserted for convenience of reference, they form no part of this Agreement and shall not affect its interpretation.

Section 10.12. Waiver of Jury Trial. THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY FOR ANY LITIGATION ARISING WITH RESPECT TO THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT.

Section 10.13. Waiver of Special Damages. Notwithstanding anything in this Agreement that may be to the contrary, all Claims, demands, losses and damages assertible by any of the Parties against the other in any suit or cause of action arising out of or relating to this Agreement are limited to direct, proximately caused damages, and exclude all special, consequential or indirect damages including, without limitation, business loss or interruption and lost profit.

Section 10.14. Relationship Between Parties. The relationship of the Parties shall be limited to the development and construction of the Project as described herein. Nothing herein shall be deemed to create a partnership or joint venture between or among the Parties, or to authorize any Party to act as general agent (as opposed to any specific agency relationship created by this Agreement) for any other Party.

Section 10.15. Authorized Representatives. Any consent, approval, authorization or other action required or permitted to be given or taken under this Agreement by Developer, Owner or District, as the case may be, shall be given or taken only by Developer Representative, Owner Representative, or District Representative, respectively. Any Party may from time to time designate other or replacement authorized representatives to the other Parties. The written statements and representations of Developer Representative, Owner Representative, or District Representative shall be binding upon the Party for whom such person is an authorized representative, and the other Parties shall have no obligation or duty whatsoever to inquire into the authority of any such representative to take any action which he or she proposes to take.

Section 10.16. Governing Law. This Agreement shall be governed, construed, performed and enforced in accordance with the laws of the State, exclusive of its choice of law principles.

Section 10.17. Change in Law. If it is the reasonable opinion of counsel of any Party, that, due to new or existing Applicable Law, that any activity contemplated by this Agreement shall not comply, or is not reasonably likely to be found by a court with applicable authority to comply with Applicable Law, then the Parties shall negotiate in good faith to attempt to alter their legal relationship to comply with Applicable Law while preserving the material terms of this Agreement.

Section 10.18. Attorney's Fees. In any lawsuit or injunctive proceeding between the Parties concerning any part of this Agreement or the rights and duties of any Party, the Party prevailing in the matter (as determined by the court) shall be entitled to recover its reasonable attorneys' fees, expert costs, and court costs, to the extent permitted by Applicable Law, including, without limitation, reasonable attorney's fees and costs related to any post-judgment collection or enforcement proceedings.

Section 10.19. Venue. Venue for any litigation between the Parties that relates to or arises out of this Agreement or its breach shall be exclusively in a trial court in the County or in the

Federal District Court that includes within it the County, with the Parties expressly waiving any rights to begin, defend, or remove any such litigation in any other forum or venue.

Section 10.20. Amendment. This Agreement may not be modified, amended or terminated in whole or in part in any manner other than by an agreement in writing duly signed by the Parties.

Section 10.21. Exhibits Incorporated. All of the Exhibits attached to this Agreement are a part of this Agreement and are incorporated herein by reference as fully as if copied herein verbatim.

***[The remainder of this page is intentionally left blank.]***

**DEVELOPMENT AGREEMENT**

(JCM)

**IN WITNESS WHEREOF**, Developer, Owner, and District have caused this Agreement to be signed in their names by their duly authorized representatives and delivered as their act and deed, intending to be legally bound by its terms and provisions.

**DEVELOPER:**

HEALTHY COMMUNITY LLC, a Tennessee limited liability company

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

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

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

**OWNER:**

HEALTHY COMMUNITY EDUCATION PARTNERS, INC., nonprofit public benefit corporation of the State of Tennessee

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

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

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

**DISTRICT:**

JACKSON-MADISON COUNTY SCHOOL SYSTEM, a governmental entity and political subdivision of the state of Tennessee

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

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

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

**DEVELOPMENT AGREEMENT**  
(JCM)

**EXHIBIT "A"**

Description of the Land

**BEGINNING** at the intersection of the east margin of North Royal Street (25 feet from the centerline) and the north margin of Allen Avenue (15 feet from the centerline) and being the southwest corner of the Jackson Madison County School System tract as described in Deed Book 541 Page 496 of which is included in the property being described; Runs thence with the east margin of North Royal Street, North 04 degrees 19 minutes 43 seconds East a distance of 354.67 feet; Thence along a curve to the right having a radius of 2475.00 feet and a curve length of 283.24 feet, having a chord direction of North 07 degrees 36 minutes 25 seconds East and a chord length of 283.09 feet; Thence North 10 degrees 53 minutes 08 seconds East a distance of 350.13 feet; Thence North 20 degrees 28 minutes 49 seconds East a distance of 30.14 feet to the intersection of the south margin of Lane Avenue (20 feet from the centerline); Runs thence with the south margin of Lane Avenue, South 82 degrees 07 minutes 29 seconds East a distance of 635.23 feet; Thence along a curve to the left having a radius of 5020.00 feet, an arc length of 342.76 feet, having a chord direction of South 84 degrees 04 minutes 51 seconds East and a chord length of 342.69 feet to the west margin of the Southern Railway Company (50 feet from the centerline); Runs thence with the west margin of said railroad, South 30 degrees 00 minutes 35 seconds West a distance of 490.59 feet; Thence along a curve to the left having a radius of 3964.43 feet, and an arc distance of 570.11 feet, having a chord direction of South 27 degrees 23 minutes 10 seconds West and a chord length of 569.62 feet to the north margin of Allen Avenue; Runs thence with the north margin of Allen Avenue, North 85 degrees 34 minutes 51 seconds West a distance of 605.43 feet to the Point of Beginning containing 18.17 acres as surveyed by Surveying Services, Inc., 41 Heritage Square, Jackson, Tennessee 38305 (731-664-0807).

Being a consolidated description of the same property conveyed to the Jackson Community Redevelopment Agency by deeds of record in Deed Book \_\_\_\_, Page \_\_\_\_; Deed Book \_\_\_\_, Page \_\_\_\_; and Deed Book \_\_\_\_, Page \_\_\_\_, each in the Register's Office of Madison County, Tennessee.

**DEVELOPMENT AGREEMENT**  
(JCM)

**EXHIBIT "B"**

Development Budget

**Healthy Community, LLC**  
**Jackson Schools Project 1/29/2020**

	<b>JCM</b>
<u>Item</u>	<u>Cost</u>
Square Footage	132,870
Land	
Construction Cost Costs	20,099,056
Architecture & Engineering	1,171,664
Legal, Accounting & Consulting	92,868
Closing Fees & Expenses	88,762
Construction Oversight Fee	200,991
Development Fee	585,451
<b>Total Project Cost</b>	<b>22,238,792</b>

## **DEVELOPMENT AGREEMENT**

(JCM)

### **EXHIBIT "C"**

#### **DEVELOPER'S INSURANCE**

A. The insurance coverage required under this Agreement shall be written by reputable insurance companies that are financially sound and solvent and legally qualified to issue such insurance in the State. Any insurance company selected by Developer shall be rated in A.M. Best's Insurance Guide or any successor thereto (or if there be none, an organization having a similar national reputation) and shall have a general policyholder rating of "A" (or comparable rating for a rating by an organization other than A.M. Best) and a financial rating of a least "X" (or comparable rating for a rating by an organization other than A.M. Best). Developer shall provide and maintain in force the following minimum insurance coverage, which shall be limited to Developer's activities with respect to the Project and shall not cover Developer's non-Project related activities:

1. Worker's Compensation (statutory amount);
2. Employer's Liability (\$1,000,000 per accident or disease);
3. Commercial General Liability (1993 ISO Occurrence Form or equivalent) (occurrence basis):

Bodily injury (including death) and property damage arising from premises and operations liability, products and completed operations liability (three years), personal injury and advertising liability, contractual liability, fire legal liability, blasting and explosion, collapse of structures, and underground damage liability;

per occurrence: \$1,000,000;

general aggregate: \$2,000,000.

4. Commercial Umbrella Excess Liability (occurrence basis):

per occurrence: \$3,000,000;

aggregate: \$3,000,000.

5. Professional Liability (claims-made basis):

per occurrence: \$1,000,000;

aggregate: \$2,000,000.

B. The Commercial General Liability and Commercial Umbrella Excess Liability policies shall include contractual liability coverage for liabilities assumed by Developer under this Agreement, subject to standard policy stipulations, and shall include endorsements naming Owner as an additional insured. The cost of all insurance required under this Agreement is agreed to be included in the Fixed Price.

C. Owner shall be furnished a Certificate(s) of Insurance with respect to said insurance upon execution of this Agreement. Each policy referred to herein shall provide that it will not be canceled, modified, or amended or its limits reduced or allowed to lapse without renewal, except after not less than thirty (30) days' prior written notice to Owner.

D. Developer shall bear all costs of all deductibles and shall be held responsible for any and all damages as may result from the failure of Developer to exercise its responsibilities as defined under this Agreement.

E. The Professional Liability Insurance shall provide coverage for Developer for acts or omissions of it and its Consultants and representatives who may be engaged in performing Services or other activities under or in connection with this Agreement.

F. Developer shall not violate or knowingly permit any violation of any conditions or terms of the policies of insurance required of Developer under this Agreement. In the event Developer neglects, refuses, or fails to provide or maintain any of the insurance required hereunder or if such insurance is canceled, ceases, or expires for any reason, Owner shall have the right, but not the duty, to procure or maintain the same. In the event Owner does procure or maintain such insurance, Owner shall have, in addition to any and all other available remedies, the right to recover from Developer (including the right of set-off against sums otherwise due Developer) all of the costs associated with procuring or maintaining such insurance.

G. Owner or District may require Developer at any time, and from time to time, during the Term, to obtain and maintain in force additional insurance with coverage or limits in addition to those above-described; *provided, however*, the additional premium cost of any such additional insurance required by Owner shall be borne by Owner, and Developer shall arrange to have such costs billed separately and directly to Owner by the insuring carrier(s).

H. Owner may purchase and maintain such other insurance as it may deem appropriate. No purchase of any such insurance by Owner shall in any way be deemed to alter or amend the rights or responsibilities of Owner or Developer under this Agreement.

I. The Parties agree that Owner and District will be held harmless by Developer for any loss or damage to sheds, tools, equipment, property, and materials of Developer, Consultants, and their respective agents and employees, it being understood that Developer may, at its own expense, carry any insurance which may be required to provide the necessary protection against such loss or damage.

J. Developer shall purchase and maintain or cause to be purchased and maintained builder's risk property insurance upon the Project for the full cost of replacement (or the Fixed Price, whichever is greater) at the time of loss and written on a 1991 Causes of Loss - Special

Form, or its equivalent. This insurance shall include as insureds Owner, Developer, and District, as their interest may appear, and shall insure against loss from the periods of Fire and Extended Coverage, including flood and earthquake, and the value of related soft costs as confirmed by Owner's insurance administrator. The builder's risk policy shall be made payable to Owner.

K. The Parties acknowledge that all of the foregoing provisions requiring Developer to carry insurance shall not be construed as in any manner waiving or restricting the liability of Developer as to any obligations imposed under this Agreement.

**DEVELOPMENT AGREEMENT**  
(JCM)

**EXHIBIT "D"**

Project Schedule

[attached]

**DEVELOPMENT AGREEMENT**  
(JCM)

**EXHIBIT "E"**

Development Team

Pete Evans  
Henry Turley Company  
Email: [pevans@henryturley.com](mailto:pevans@henryturley.com)  
Phone : (901) 674-1335

Lance Henderson  
Henry Turley Company  
Email: [lhenderson@henryturley.com](mailto:lhenderson@henryturley.com)  
Phone: (901) 255-2125

Chris W. Alexander  
Healthy Community, LLC  
Email: [chris@healthycommunityllc.com](mailto:chris@healthycommunityllc.com)  
Phone: (731) 554-2079

Hal Crocker  
Healthy Community, LLC  
Email: [hal@crockerconstruction.com](mailto:hal@crockerconstruction.com)  
Phone: (731) 554-2079

**DEVELOPMENT AGREEMENT**  
(JCM)

**EXHIBIT "F"**

JCM School Project Responsibility Matrix

[attached]

**JCM School  
Project Responsibility Matrix  
& Clarification**

Legend		
JMCSS=Jackson Madison County School System	ARCH= Architects	HCP= Healthy Community Education Partners
CM=Construction Manager	CE=Civil Engineer	JMCSSLVSUB= JMCSS Low Voltage Sub CM Note 2
CMSC= Construction Manager Sub-Contractor	EE= Electrical Engineer	EC= Electrical Contractor
CRA=Jackson Community Redevelopment Agency	ME=Mechanical Engineer	

Date 2/05/2020

Line	Description	Design Responsibility	Budgeting	Material Provided By	Installation By	Funding Source	Notes
1	General						
2	Permits	-	CM	CM	-	HCP DEV	
3	Builders Risk Insurance	-	CM	CMSC	CMSC	HCP DEV	
4	Temporary Rest Rooms	-	CM	CMSC	SMSC	HCP DEV	
5	Utilities	-	CM	CMSC	CMSC	HCP DEV	
6	Site Mowing	-	CM	CM	CM	HCP DEV	
7	Temporary Signage	CM/ARCH/JMCSS/CRA	CM	CMSC	CMSC	HCP DEV	
8							
9							
10	Site Work						
11	Demolition/Asbestos Abatement	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
12	Grading	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
13	Storm Drain Piping	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
14	Erosion Control/Reporting	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
15	Temporary Fencing	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
16	Fencing	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
17	Site Concrete Curb & Gutter	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
18	Concrete Sidewalks	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
19	Asphalt Paving/Stripping	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
20	Site Furniture	ARCH/CE	ARCH/JMCSS	CM/CMSC	CM/CMSC	HCP DEV	
21	Flag Pole	ARCH/CE	CM/CMSC	CM	CM	HCP DEV	
22	Monument Sign	ARCH/JMCSS	ARCH/JMCSS	CM/CMSC	CM/CMSC	JMCSS	1
23	Wall Signage	ARCH/JMCSS	Allowance	CM/CMSC	CM/CMSC	HCP DEV	
24	Digital Sign power/communication conduit	ARCH/CE/EE/JMCSS	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
25	Digital Sign	JMCSS	JMCSS	CM/CMSC	CM/CMSC	JMCSS	1
26	Landscaping	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
27	Irrigation System	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
28	Irrigation Meter	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
29	Termite Treatment	ARCH	CN/CMSC	CMSC	CMSC	HCP DEV	
30							
31	Concrete	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
32							
33	Masonry	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
34							
35	Metals	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
36							
37	Carpentry	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
38	Blocking	ARCH/SE	CM	CM	CM	HCP DEV	
39	Cabinetry	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
40							
41	Moisture Protection						
42	Roof	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
43	Fluid Applied Barrier	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
44	Insulation	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
45	Joint Sealants	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
46							
47	Doors/Windows						
48	Doors/Hardware	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
49	Storefront	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
50	Coiling Doors	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
51							
52	Finishes						
53	Drywall	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
54	Paint	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
55	Floor Covering	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
56	Tile	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
57	Acoustical Ceilings	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
58	Sprayed Ceilings	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
59	Decorative Acoustical Panels	ARCH	CM/CMSC	JMCSS	JMCSS	JMCSS	
60							
61	Specialties						
62	Fire Extinguishers/Cabinets	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
63	ADA RR Partitions & Signage	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
64	Door/Room ADA Signage	ARCH/JMCSS	CM	HCP DEV	HCP DEV	HCP DEV	

## EXHIBIT E

## JCM School Project Responsibility Matrix & Clarification

Legend		
JMCSS=Jackson Madison County School System	ARCH= Architects	HCP= Healthy Community Education Partners
CM=Construction Manager	CE=Civil Engineer	JMCSSLSUB= JMCSS Low Voltage Sub CM Note 2
CMSC= Construction Manager Sub-Contractor	EE= Electrical Engineer	EC= Electrical Contractor
CRA=Jackson Community Redevelopment Agency	ME=Mechanical Engineer	

Date 2/05/2020

Line	Description	Design Responsibility	Budgeting	Material Provided By	Installation By	Funding Source	Notes
65							
66	Elevator	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
67							
68	Furniture/Fixtures						
69	Furniture/CR Cabinets/Lab Cabinets/Counters	ARCH	ARCH	JMCSS	JMCSS	JMCSS	
70	Class Room Storage Casework	ARCH	CM	CMSC	CMSC	JMCSS	
71	Lockers	ARCH/JMCSS	CM	JMCSS	JMCSS	JMCSS	
72	Window Blinds	ARCH	CM	JMCSS	JMCSS	JMCSS	
73	Gym Athletic Equipment	ARCH	CM	CMSC	CMSC	HCP DEV	
74	Gym Bleachers/Retro fit of Existing Bleachers	ARCH	CM	JMCSS	JMCSS	JMCSS	
75	Defibrillator & Cabinets	ARCH	CM	JMCSS	CM	JMCSS	
76	Smart Boards	JMCSS	JMCSS	JMCSS	JMCSS	JMCSS	
77	Kitchen Equipment	JMCSS	CM/JMCSS	JMCSS	HCP DEV	JMCSS	3
78	HVAC						
79	HVAC Roof Curbs	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
80	Mechanical Units	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
81	Duct Work	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
82	Lab Exhaust	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
83	Gas Piping	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
84	Temporary Heat/Cooling	CM/CMSC	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
85							
86	Plumbing						
87	Building Meter	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
88	Landscaping Meter	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
89	Underground Service	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
90	Building Plumbing	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
91	Plumbing Fixtures	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
92	Temp Hose Bibbs for Construction						
93							
94	Fire Sprinklers						
95	Sprinkler System	ME/CMSC	CM/CMSC	CMSC	CMSC	HCP DEV	
96							
97							
98	Electrical						
99	Electrical Service	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
100	Electrical Distribution	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
101	Lighting Fixtures	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
102	HVAC Power	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
103	Parking Lot Lights/Poles	ARCH/CE/EE	CM/CMSC	CMSC	CMSC	HCP DEV	
104	Temp Service	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
105	Power Distribution for Construction	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
106							
107							
108	Low Voltage - Fire Alarm System						2
109	Fire Alarm Control Panel	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
110	HVAC Smoke Detectors	EE/ME	CM/CMSC	CMSC MEC	CMSC MEC/EL	HCP DEV	
111	Smoke/Heat Detectors	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
112	Early Smoke Detection Hardware	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
113	Water Flow Detectors	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
114	Horns, Strobes, Horn/Strobe Combinations	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
115	Control Modules	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
116	Monitor Modules	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
117	Conduit Systems for Fire Alarm System	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
118	120 VAC Power Circuits for Fire Alarm Control Panel	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
119							
120							
121	Low Voltage - Data and Communications Cabling					JMCSS	2
122	Building to Building Fiber	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSS	
123	Building to Building Fiber Pathways	EE	CM	EC	EC	HCP DEV	
124	Fiber Risers	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSS	
125	Fiber Riser Pathways	EE	CM	EC	EC	HCP DEV	
126	Building to Building Multi-Pair Copper	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSS	
127	Building to Building Copper Pathways	EE	CM	JMCSSLSUB	JMCSSLSUB	JMCSS	
128	Multi-Pair Copper Risers	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSS	

EXHIBIT E

**JCM School  
Project Responsibility Matrix  
& Clarification**

Legend		
JMCSS=Jackson Madison County School System	ARCH= Architects	HCP= Healthy Community Education Partners
CM=Construction Manager	CE=Civil Engineer	JMCSSVLSUB= JMCSS Low Voltage Sub CM Note 2
CMSC= Construction Manager Sub-Contractor	EE= Electrical Engineer	EC= Electrical Contractor
CRA=Jackson Community Redevelopment Agency	ME=Mechanical Engineer	

Date 2/05/2020

Line	Description	Design Responsibility	Budgeting	Material Provided By	Installation By	Funding Source	Notes
129	Copper Riser Pathways	EE	CM	EC	EC	HCP DEV	
130	Fiber Patch Panels	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
131	Fiber Patch Cords	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
132	Multi-Pair Copper Punch Down Panels	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
133	Category 6/6a Horizontal Cabling	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
134	Category 6/6a RJ 45 Jacks and Wall Plates	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
135	Category 6/6a Wall Boxes/Stub Up Conduit	EE	CM	EC	EC	HCP DEV	
136	Category 6/6a Floor Boxes and Conduit	EE	CM	EC	EC	HCP DEV	
137	Category 6/6a Patch Panels	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
138	Category 6/6a Patch Cords	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
139	Ladder Rack inside Data/Comm Rooms	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
140	Patch Panel/Equipment Racks	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
141	Power Distribution Units for Racks	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
142	Cable Management Components for Racks	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
143	Fire Stop Appliances	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
144	Cable Tray	EE	CM/CMSC	EC	EC	HCP DEV	
145	Bonding/Grounding System	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
146							
147							
148	<b>Low Voltage - Security System</b>					JMCSS	2
149	Indoor Fixed IP Cameras	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
150	Indoor PTZ IP Cameras	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
151	Outdoor Fixed IP Cameras	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
152	Outdoor PTZ IP Cameras	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
153	Category 6 Cabling from IDF to Camera	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
154	Fiber from IDF to Camera where Applicable	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
155	120 VAC Power to PTZ Cameras where Applicable	JMCSSVLSUB	CM	EC	EC	HCP DEV	
156	Category 6 and/or Fiber Patch Panels	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
157	Software Licenses for Cameras and/or Access	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
158	Fiber Patch Cords	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
159	Category 6 Patch Cords	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
160	Card Readers	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
161	Access Control Controllers	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
162	120 VAC Power to Access Control Controllers	JMCSSVLSUB	CM	EC	EC	HCP DEV	
163	Egress Devices (Infrared, Push Button, Etc.)	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
164	Locking Hardware	ARCH	CM	Door/Hardware	Door/Hardware	JMCSS	
165	Door Hold-Open Devices	ARCH	CM	Door/Hardware	Door/Hardware	JMCSS	
166	Conduit from Cable Tray to Inaccessible Locales	EE	CM	EC	EC	HCP DEV	
167	Wall and/or Ceiling Boxes for Cameras/Readers	EE	CM	EC	EC	HCP DEV	
168	Alarm Panels	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
169	Alarm Device-Motion Detectors	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
170	Alarm Device-Glass Break Detectors	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
171	Alarm Device-Magnetic Door Position Switches	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
172	Alarm Device-Panic Buttons	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
173	Rough-In/Conduit for Alarm Devices	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
174	120 VAC Power to Alarm Panels	EE	CM	EC	EC	HCP DEV	
175	Security Monitors	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
176	Bonding/Grounding System	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
177							
178							
179	<b>Low Voltage - Local Area Network (Wired and Wireless)</b>					JMCSS	2
180	Core Network Switches (if applicable)	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
181	Edge Switches	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
182	Fiber Modules	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
183	Wireless Controller	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
184	Wireless Access Points	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
185	Rack Mounted UPS	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
186							
187							
188	<b>Low Voltage - VoIP Telephony System</b>					JMCSS	2
189	Call Manager Appliance	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
190	VoIP Handsets	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
191	VoIP 802.11 Phones	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	
192	Conference Room Phones	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSSVLSUB	JMCSS	

<b>JCM School Project Responsibility Matrix &amp; Clarification</b>	<b>Legend</b>		
	JMCSS=Jackson Madison County School System	ARCH= Architects	HCP= Healthy Community Education Partners
	CM=Construction Manager	CE=Civil Engineer	JMCSSLVSUB= JMCSS Low Voltage Sub CM Note 2
	CMSC= Construction Manager Sub-Contractor	EE= Electrical Engineer	EC= Electrical Contractor
CRA=Jackson Community Redevelopment Agency	ME=Mechanical Engineer		

Date 2/05/2020

Line	Description	Design Responsibility	Budgeting	Material Provided By	Installation By	Funding Source	Notes
193							
194	<b>Low Voltage - Copper Wire Telephony System</b>						2
195	2 wired lines for Sprinkler Monitoring	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
196							
197	<b>Low Voltage - Audio Visual System</b>					JMCSS	2
198	Display Kiosks	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
199	Wall and/or For Boxes for Display Kiosks	JMCSSLVSUB	CM	EC	EC	HCP DEV	
200	Conduit from Boxes to Accessible Space	JMCSSLVSUB	CM	EC	EC	HCP DEV	
201	Digital Signage Displays	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
202	Multi-Use/Conference Room Displays	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
203	Wall Boxes for Displays	JMCSSLVSUB	CM	EC	EC	HCP DEV	
204	Conduit from Boxes to Accessible Space	JMCSSLVSUB	CM	EC	EC	HCP DEV	
205	Conference Room Projectors/Monitors	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
206	Video Conferencing Systems	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
207	Conference Room Control Panels	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
208	Presentation Lecterns	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
209	Multi-Media Connection Plates	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
210	Wall and/or Floor Boxes for Multi-Media Plates	JMCSSLVSUB	CM	EC	EC	HCP DEV	
211	Conduit from Boxes to Accessible Space	JMCSSLVSUB	CM	EC	EC	HCP DEV	
212	Overhead Paging (Intercom)	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
213	Video Conferencing Equipment	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
214							
215							

**Notes and Clarifications:**

- 1 The HCP DEV contract includes an allowance for building signage. The priorities for these funds will be wall signage (including address) then any amount remaining will be applied to the monument sign.
- 2 JMCSS is considering a program to contract with one company to manage the installation and management of all Low Voltage Systems in JMCSS facilities system wide. This being the case the only low voltage systems/equipment included in this contract is the Fire Alarm (required for certificate approval) and cable trays/conduits/pathways for LV Cables
- 3 JMCSS has access to funds provided by the USDA to fund the Kitchen Equipment
- 4 The laundry room G127 as indicated on sheets A101C, A114, A121C, A124, A801C and P101C shall be relocated to room G126.
- 5 Type B and Type L2 light fixtures are to be replaced with Type T fixtures
- 6 The custom painted mural indicated on sheet A703 is not included in the contract.
- 7 The PDT panels and acoustical panels are provided and installed by JMCSS.
- 8 The bleachers in the Field House and the restoration of the bleachers in the existing gym is provided and installed by JMCSS. These may be purchased tax free and under state contract.
- 9 Digital sign is by JMCSS.

**DEVELOPMENT AGREEMENT**  
(JCM)

**EXHIBIT "G"**

Performance Bond and Payment Bond

[to be attached]

**DEVELOPMENT AGREEMENT  
(MADISON ACADEMIC)**

**FOR**

**MADISON ACADEMIC SCHOOL PROJECT**

**BY AND BETWEEN**

**HEALTHY COMMUNITY, LLC,  
A TENNESSEE LIMITED LIABILITY COMPANY**

**AND**

**HEALTHY COMMUNITY EDUCATION PARTNERS, INC.,  
A NONPROFIT PUBLIC BENEFIT CORPORATION OF THE STATE OF TENNESSEE**

**AND**

**JACKSON-MADISON COUNTY SCHOOL SYSTEM,  
A GOVERNMENTAL ENTITY AND POLITICAL SUBDIVISION OF THE STATE OF TENNESSEE**

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Dated as of \_\_\_\_\_, 2020

## **DEVELOPMENT AGREEMENT**

(Madison Academic)

This DEVELOPMENT AGREEMENT (Madison Academic) (this “Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and between HEALTHY COMMUNITY, LLC, a Tennessee limited liability company (“Developer”); HEALTHY COMMUNITY EDUCATION PARTNERS, INC., a nonprofit public benefit corporation of the State of Tennessee (“Owner”); and JACKSON-MADISON COUNTY SCHOOL SYSTEM, a governmental entity and political subdivision of the state of Tennessee (“District” and together with District and Developer, collectively the “Parties” and each, a “Party”).

WITNESSETH:

WHEREAS, District is interested in the wellbeing of its students and believes that there is both the need and demand for additional new and better educational opportunities for residents of Jackson, Madison County, Tennessee, and that it can play a valuable role in assisting with and facilitating the redevelopment and construction of quality public middle- and high-school educational institutions and related facilities for District students, and that such a role is consistent with its mission and purpose;

WHEREAS, the Jackson Community Redevelopment Agency, a public instrumentality created pursuant to the Community Redevelopment Act of 1998 (the “CRA”) has as its purpose to identify and address issues of slum and blight through executing contracts, acquiring and disposing of real property, establishing tax incremental financing districts, and other programs and financial instruments to help stabilize, revitalize, and redevelop certain areas of Jackson, Madison County, Tennessee;

WHEREAS, the Parties and the City of Jackson, a political subdivision of the state of Tennessee (“City”) entered into that certain Pre-Development Agreement dated June 26, 2019 (the “Pre-Development Agreement”), for pre-development activities in connection with the redevelopment and construction on the Land (defined herein) of a public educational institution and related facilities consisting of approximately 58,800 square feet of new and renovated construction, as further provided herein (the “Project”);

WHEREAS, pursuant to the certain Prime Lease Agreement between CRA, as prime lessor, and Owner, as prime lessee, of even date herewith (the “Prime Lease”), CRA has leased to Owner certain real property located in Jackson, Madison County, Tennessee and more particularly described on Exhibit “A” attached hereto and incorporated herein by reference (the “Land”);

WHEREAS, CRA conveyed title to the Improvements (defined herein) on the Land to Owner pursuant to that certain Quitclaim Deed of record at Instrument No. \_\_\_\_\_ in the Register’s Office of Madison County, Tennessee;

WHEREAS, consistent with the Pre-Development Agreement, Owner and District desire to retain the services of Developer for Project Construction (defined herein) and for oversight of Project Construction;

WHEREAS, Owner and District require the Project to be completed as provided in this Agreement by the Guaranteed Date (defined herein) and further require the total cost of the Project not exceed the Fixed Price (defined herein), all in accordance with the terms and conditions of this Agreement;

WHEREAS, Developer has agreed to complete the Project as provided in this Agreement by the Guaranteed Date in consideration for the Development Fee (defined herein) in accordance with the terms and conditions of this Agreement;

WHEREAS, simultaneously with the Effective Date, Owner, as sublessor, District, as co-sublessee, and City, as co-sublessee, will enter into a sublease agreement (the “Sublease”) whereby Owner will lease to District and City the Project Site;

WHEREAS, the governing board of District approved the form of this Agreement and District’s execution and delivery thereof pursuant to the action taken at such board’s meeting held on \_\_\_\_\_, 2020;

WHEREAS, the obligations of the Parties under this Agreement are conditioned on the simultaneous closing of the Construction Loan (defined herein); and

WHEREAS, the Parties wish to enter into this Agreement to set forth their respective rights and obligations concerning the Project.

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

ARTICLE I  
DEFINITIONS; INTERPRETATION

Section 1.1. Interpretation. In this Agreement, unless a clear contrary intention appears:

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Person includes such Person’s successors and assigns and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (c) reference to any gender includes the other gender;

(d) reference to any agreement, document or instrument means such agreement, document or instrument as amended, replaced, extended, restated, supplemented, or otherwise modified and in effect from time to time in accordance with the terms thereof;

(e) reference to any Applicable Laws means such Applicable Laws as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder and reference to any section or other provision of any Applicable Laws means that provision of such Applicable Laws from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;

(f) “herein”, “hereunder”, “hereof”, “hereto” and words of similar import shall be deemed references to the Agreement as a whole and not to any particular Article, Section, or other provision thereof; and

(g) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term.

Section 1.2. Accounting Terms. In the Agreement, unless expressly otherwise provided, accounting terms shall be construed and interpreted, and accounting determination and computations shall be made in accordance with GAAP.

Section 1.3. Legal Representation of the Parties. The Agreement was negotiated by the Parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring the Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof.

Section 1.4. Table of Contents; Titles and Headings. The table of contents, the titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 1.5. Defined Terms. Unless a clear contrary intention appears, terms defined herein have the respective indicated meanings when used herein:

Abnormal Weather Conditions. Severe or inclement weather conditions that substantially deviate from the average of the preceding five (5) year precipitation levels (e.g., rain, sleet, snow, or hail) or other climatic conditions (e.g., temperatures, wind, frost, and lightning) during the same time interval based on National Oceanic and Atmospheric Administration National Weather Service statistics for the locality of the Project Site and based on weather logs kept at the Project Site reflecting the effect of the weather on the progress in completing the Project.

Access and Utility Agreements: As defined in Section 8.07(c) hereof.

Additive Change Order: A Change Order which would result in an increase in the amount of any line item of the Development Budget.

Affiliate: With respect to any Person (a) each Person (a “Controlling Person”) that directly, or indirectly through one or more intermediaries, controls such Person or (b) each Person which is controlled by or is under common control with a Controlling Person. As used herein, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise.

Agreement: This Development Agreement by and between Developer, Owner, and District, as it may be amended, modified, and/or restated from time to time in accordance with the provisions hereof.

Applicable Laws: All federal, State, and local statutes, rules, guidelines, regulations (including Environmental Laws), ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof.

Approvals: All Permits, other permits, licenses, waivers, consents, approvals, entitlements, authorizations, registrations, qualifications, designations, declarations, and filings, which are necessary for the lawful construction, use, and operation of the Project.

Architect: LRK Inc., a Tennessee corporation. Architect is a Principal Consultant (and a Consultant).

Architectural Contract: That certain agreement by and between Developer and Architect with respect to the Project.

Bankruptcy Code: The Bankruptcy Code in Title 11 of the United States Code.

Business Day: Each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banks in Jackson, Tennessee, are generally authorized or obligated, by law or executive order, to close.

Casualty: An event of damage or casualty relating to any portion of the Project Site.

Certificate of Substantial Completion: That certificate of substantial completion, in a form substantially similar to AIA Document G704, prepared by Architect, subject to Owner’s and District’s approval (which shall not be unreasonably withheld or delayed) which shall establish responsibilities of Owner and Developer for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which General Contractor shall finish all Punch List Items attached thereto

Change Order: A written instrument signed by Developer, Architect, General Contractor, Owner, and District that modifies (except for Minor Field Changes and Code Compliance Changes) the Construction Documents.

Change Order Request: A written request for a modification to the Construction Documents either (a) from Developer to Owner or (b) from Owner to Developer.

City: The City of Jackson, Tennessee.

Claims: Any and all obligations, liabilities, losses, actions, suits, judgments, enforcement actions, proceedings, damages, penalties, fines, claims, demands, settlements, costs and expenses (including reasonable legal fees and expenses) of any nature whatsoever.

Code Compliance Change: Any modification of or amendment to the Construction Documents which is required by any Governmental Authority in connection with its review and inspection process and which also:

- (a) does not increase the total amount of the Development Budget;
- (b) does not extend the Guaranteed Date; and
- (c) does not materially reduce the value or utility of the Project or the mechanical, structural or architectural integrity thereof.

Completion Delay Event: Any actual delay in the completion of Developer's obligations under this Agreement that causes a delay in the critical path of the Project Schedule and is due to any (a) Significant Casualty (subject to Section 7.02 hereof); (b) Partial Condemnation which Developer reasonably expects to delay the completion of the Project beyond the Guaranteed Date; (c) Force Majeure Event (subject to Section 9.05 hereof); or (d) Owner Delay.

Condemnation: Any condemnation, requisition, confiscation, seizure or other taking or sale of the use of or title to the Project Site or any part thereof for any public or quasi-public purpose in, by or on account of any eminent domain proceeding or other action by any Governmental Authority or other Person under the power of eminent domain or otherwise or any transfer in lieu of or in anticipation thereof. A Condemnation shall be deemed to have occurred on the earliest of the dates that such use or title is taken or transferred.

Construction Budget: The sum of the Hard Cost Budget and the Soft Cost Budget delineated as such in the Development Budget, as the same may be revised in accordance with the provisions hereof.

Construction Contract: That certain construction management agreement by and between Developer and General Contractor for Project Construction in accordance with the Construction Documents.

Construction Documents: Collectively, the Plans and Specifications, the Construction Drawings, and the Change Orders.

Construction Drawings: The drawings, including schematic drawings, design development drawings, and construction drawings, prepared by Developer, General Contractor, Architect, or other Consultants and approved by Owner and District for Project Construction and any changes, modifications, or supplements thereto.

Construction Loan: That certain loan, including any NMTC Financing, provided by Lender pursuant to the Construction Loan Documents and used to finance the Development Costs for Construction of the Project in an amount as set forth in the Development Budget.

Construction Loan Documents: Those certain documents memorializing and securing the Construction Loan including, but not limited to a construction loan agreement, promissory note, mortgage and any other agreements, documents, or instruments evidencing, guarantying, securing or otherwise relating to the promissory note, or executed or delivered in connection with the Construction Loan, as such agreements, documents, and instruments may be amended, modified, extended, renewed or supplemented from time to time. In the event there is a conflict between the Construction Loan Documents on the one hand and this Agreement on the other hand, the Parties hereby agree that the Construction Loan Documents are to control.

Construction Oversight Agreement: That certain construction oversight agreement of even date herewith whereby Owner shall pay Henry Turley Company LLC the Construction Oversight Fee.

Construction Oversight Fee: The fee paid to Henry Turley Company LLC pursuant to and in accordance with the Construction Oversight Agreement in consideration of Henry Turley Company LLC's oversight of Project Construction.

Construction Phase: The period commencing with the date of Owner's delivery to Developer of a notice to proceed and ending on the Final Completion Date.

Consultant: Each Person (other than the Parties and their respective agents and employees) who contracts with, and is paid by or charges a fee to Developer, General Contractor, or both, to perform any duties or services relating to Project Construction. General Contractor and Architect are Principal Consultants (and Consultants). Contractors (other than General Contractor), and Suppliers are Consultants.

Contract Documents: Each contract and agreement relating to Project Construction entered into or to be entered into by Developer with Consultants, including, without limitation, the Construction Contract and the Architectural Contract, as each may be amended, modified, and/or restated from time to time.

Contractor: General Contractor, each subcontractor, and each sub-subcontractor providing work, labor, equipment, or materials under the Construction Budget and selected by Developer. Contractors (other than General Contractor) are Consultants.

County: The County of Madison, a political subdivision of the State.

CRA: The Jackson Community Redevelopment Agency, a public instrumentality created pursuant to the Community Redevelopment Act of 1998.

Debtor Relief Law: The Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

Deductive Change Order: A Change Order which would result in a decrease in the amount of any line item of the Development Budget.

Default: Any Event of Default or any condition, occurrence, or event which, after notice or lapse of time or both, would constitute an Event of Default.

Delay Damages: As defined in Section 4.02 hereof.

Developer: Healthy Community, LLC, a Tennessee limited liability company.

Developer Default: Any Developer Default Event or any condition, occurrence, or event which, after notice or lapse of time or both, would constitute a Developer Default Event.

Developer Default Event: As defined in Section 9.01 hereof.

Developer's Insurance: The insurance required to be maintained by Developer pursuant to this Agreement and as set forth in Exhibit "C" attached hereto and made a part hereof.

Developer Representative: The individual designated in writing by Developer to Owner and District as Developer's agent and contact for all purposes under this Agreement. When Developer's consent or approval is required hereunder, such consent or approval by Developer may be granted only by Developer Representative. The initial Developer Representative shall be, collectively, Pete Evans whose telephone number is (901) 527-2770 and email address is pevans@henryturley.com, and Lance Henderson whose telephone number is (901) 255-2125 and email address is lhenderson@henryturley.com.

Development Budget: As set forth in Exhibit "B" attached hereto and made a part hereof, the sum of (a) the Construction Budget and (b) the Development Fee, as the same may be revised in accordance with the provisions hereof.

Development Costs: All costs included in the Development Budget.

Development Cost Overruns: The amount, if any, by which the actual total Development Costs of the Project (as Finally Complete) exceeds the Fixed Price.

Development Fee: That portion of the Development Budget delineated as such therein, being the fee paid to Developer in accordance with the provisions of Section 3.01 hereof in consideration of the performance of the Services relating to the development of the Project.

District: Jackson-Madison County School System, a governmental entity and political subdivision of the state of Tennessee.

District Representative: The individual designated in writing by District to Owner and Developer as District's agent and contact for all purposes under this Agreement. The initial District Representative is Ray Washington whose telephone number is (731) 984-6023 and email address is trwashington@jmcass.org.

Dollars and "\$": Dollars in lawful currency of the United States of America.

Draw: As defined in Section 6.04 hereof.

Draw Request: As defined in Section 6.04 hereof.

Effective Date: The date set forth in the first paragraph of this Agreement.

Environmental Laws: Any present and future federal, state or local laws, common laws, ordinances codes, rules, orders, regulations, licenses, permits, governmental approvals, judgments, comfort letters, environmental deed restrictions, no further action letters, consent decrees, restrictions, or other requirements of, or legally binding agreement with, any Government Authority, in each case, relating to pollution, natural resources or wildlife, or the protection of human health, safety, the environment and natural resources, including laws relating to Hazardous Substances, reclamation of land and waterways, and emissions, discharges, Releases or threatened Releases of pollutants, contaminants, chemicals, or industrial, toxic or Hazardous Substances or wastes into the environment (including ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollution, contaminants, chemicals, or industrial, toxic or Hazardous Substances or wastes to the extent applicable to the relevant matter.

Event of Default: Any Developer Default Event or Owner Default Event.

Finally Complete and Final Completion: As defined in Section 4.04 hereof.

Final Completion Date: The date Final Completion is achieved.

Financial Closing: The closing of the Construction Loan.

Fixed Price: \$13,779,541.00, as the same may be revised in accordance with the provisions hereof.

Force Majeure Event: In reference to delays in the performance of obligations, that one or more of the following events (the existence of which at the Effective Date was not known, or would not reasonably have been expected to be discovered through the exercise of commercially reasonable due diligence, by Developer or any Consultant) have caused such delay: general strikes, acts of God, war, acts of terrorism, Abnormal Weather Conditions, Casualty, fire, storm, wind, flood, tornado, earthquake, explosions, government activities or inactivities directly interfering with Project Construction, any general inability to obtain labor or materials, civil commotion and enemy action, discovery of the presence of any Hazardous Substance on the Project Site, and Unforeseen Site Conditions; but excluding, in all cases, any event, cause or condition that results from an act or omission of Developer or any Consultant, a breach by Developer or any Consultant of its obligations, representations or warranties hereunder or under the Contract Documents, from Developer's or any Consultant's financial condition or failure to pay or from the bankruptcy or insolvency of Developer or any Consultant, or any event, cause or condition which could have been avoided or which could be remedied or mitigated through the exercise of commercially reasonable efforts or the commercially reasonable expenditure of funds or other commercially reasonable action, election or arrangement which would correct or resolve the impact of such event on Project Construction.

GAAP: Generally accepted accounting principles in the United States applied on a consistent basis.

General Contractor: Crocker Construction Company, Inc, a Tennessee corporation, selected by Developer with the prior written approval of Owner and District. General Contractor is a Principal Consultant (and a Consultant).

Governmental Authority: Any federal, State or other political subdivision thereof or any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

Governmental Charges: All real estate taxes and assessments, and water and sewer charges and the cost of other utilities, together with, general and special, ordinary and extraordinary, unforeseen as well as foreseen, assessments, impositions, costs, fees, and other charges levied against or relating to, any part of the Project Site, which shall become due and payable during the Term.

Guaranteed Date: The date as of which the Project is required to be Substantially Complete in accordance with the provisions of Section 4.02 hereof and as shown in the Project Schedule. The initial Guaranteed Date is July 1, 2021; *provided, however*, Guaranteed Date shall be extended one (1) day for each day which Financial Closing occurs after March 1, 2020.

Hard Cost Budget: The hard cost budget delineated as such in the Development Budget, as the same may be revised in accordance with the provisions hereof.

Hazardous Substance: Any substance, waste, or material which (a) is classified, regulated, listed, defined, or otherwise characterized under any Environmental Law as toxic, explosive,

corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, a contaminant or a pollutant, or otherwise hazardous, including petroleum, crude oil or any fraction thereof, petroleum derivatives, byproducts and other hydrocarbons, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls and radon gas, any underground storage tanks, and toxic mold or fungus of a type that might pose a risk to human health or the environment or negatively impact the value of the Project Site; or (b) is or becomes regulated by any Governmental Authority, including any agency, department, commission, board or instrumentality of the United States or the State or any political subdivision of either of the foregoing.

Improvements: The improvements now existing or to be constructed on the Land as shown in the Construction Documents.

IRC: The Internal Revenue Code of 1986, as amended. Reference herein to any specific provision of the IRC shall be deemed to include a reference to any successor provision or provisions to such provision and to any regulations issued or proposed under or with respect to such provision.

IRS: The United States Internal Revenue Service.

Key Personnel: As set forth in Section 2.04 hereof.

Land: The underlying real estate described in Exhibit "A" hereof on which the Project is being constructed, renovated, and/or installed by Developer.

Lender: Truist Bank, a North Carolina banking corporation, and any other lender which has loaned (or will loan) money or has extended (or will extend) credit to Owner, including, without limitation, any lender associated with the NMTC Financing.

Lien: With respect to any asset, any mortgage, deed of trust, lien, pledge, hypothecation, charge, security interest or encumbrance of any kind in respect of such asset.

Madison Academic School Project Responsibility Matrix: The project responsibility matrix attached hereto as Exhibit "F" and made a part hereof.

Minor Field Changes: Any modification of or amendment to the Construction Documents and/or the Contract Documents which:

- (a) does not increase the total amount of the Development Budget;
- (b) does not extend the Guaranteed Date; and
- (c) does not materially reduce the value or utility of the Project or the mechanical, structural or architectural integrity thereof.

Monthly Progress Report: As defined in Section 2.03(a) hereof.

New Market Tax Credit Program: A federal program created under the Community Renewal Tax Relief Act of 2000 to stimulate economic and community development in the low-income communities, as incorporated at Section 45D of the IRC.

NMTC Financing: The capital and/or financing provided in connection with the New Market Tax Credit Program.

Overdue Rate: A fixed rate of interest per annum equal to .0% points per annum above the Prime Rate.

Owner: Healthy Community Education Partners, Inc., a nonprofit public benefit corporation of the State of Tennessee.

Owner Default: Any Owner Default Event or any condition, occurrence, or event which, after notice or lapse of time or both, would constitute an Owner Default Event.

Owner Default Event: As defined in Section 9.03 hereof.

Owner Delay: Work on the critical path of the Project Schedule has been delayed by the actions or failure to act when action was due of Owner for more than ten (10) consecutive days following the time periods provided herein for such action to occur.

Owner Representative: The individual designated in writing by Owner to District and Developer as Owner's agent and contact for all purposes under this Agreement. The initial Owner Representative is Vicki Lake whose telephone number is (731) 984-2160 and email address is vicki.lake@wth.org.

Partial Condemnation: Any Condemnation which is not a Significant Condemnation.

Parties: Developer, Owner, and District, collectively.

Performance Bond and Payment Bond: The performance bond and payment bond required to be provided by the provisions of Section 2.11 hereof, the forms of which are shown in Exhibit "G" attached hereto and made a part hereof.

Permit: Any permit, license, certificate, approval, authorization, or consent from any Governmental Authority which is necessary for Project Construction, including, without limitation, all zoning and site plan approvals, erosion and sedimentation plan and NPDES permit approvals, subdivision approvals, building permits, certificates of compliance, and certificates of occupancy.

Person: Any individual, partnership, joint venture, firm, corporation, limited liability company, association, trust or other enterprise (whether or not incorporated), or any government or political subdivision or any agency, department or instrumentality thereof.

Plans and Specifications: The final plans and specifications for Project Construction prepared by Developer, General Contractor, and their Consultants, and approved in writing by Owner and District.

Prime Rate: The rate announced from time to time as the prime rate, base rate or reference rate in The Wall Street Journal. Any change in such prime rate announced by The Wall Street Journal shall take effect at the opening of business on the day specified in the public announcement of such change.

Principal Consultants: General Contractor and Architect. Principal Consultants are also Consultants.

Pre-Development Agreement: That certain Pre-Development Agreement dated June 26, 2019, by and between Parties and City for pre-development activities in connection with the Project.

Prime Lease: That certain Prime Lease Agreement between CRA, as lessor, and Owner, as lessee, pursuant to which CRA has leased the Land to Owner.

Project: The approximately 58,800 square foot educational complex to be constructed, renovated, and/or installed on the Project Site as described in the Construction Documents, including all buildings, structures, fixtures, and other improvements of every kind related thereto existing at any time and from time to time on or under the Project Site, together with any and all site development, all paving, grading, utility pipes, fencing, conduits and lines, signs, retaining walls, lighting, electrical and drainage structures, parking areas and roadways.

Project Construction: The design, construction, redevelopment, and installation of the Project on the Project Site as contemplated by the Construction Documents.

Project Development Account: As defined in Section 6.03 hereof.

Project Schedule: The schedule prepared and updated by Developer that represents the best current estimate of the timetable required to complete the Project. The initial Project Schedule approved by Owner and District is attached hereto as Exhibit "D" and made a part hereof.

Project Site: The Land together with the Improvements.

Punch List Item: Any unfinished items of on-site construction and correction of any such work that are not necessary for the issuance of any temporary or final certificate of occupancy or for completion of the Project in accordance with the terms of this Agreement, that will be completed within sixty (60) days following Substantial Completion, all as reasonably determined by the Parties; provided that such 60-day period shall be extended for a reasonable period of time which shall not exceed, in any event, 120 days in the aggregate, to enable completion of Punch

List Items, so long as Developer is in good faith diligently pursuing a resolution to any outstanding Punch List Item as of the end of such 60-day period.

Release: Any release, migrating, pumping, pouring, emptying, injecting, escaping, leaching, dumping, seepage, spill, leak, flow, discharge, disposal or emission of a Hazardous Substance into the environment, including ambient air, surface water, ground water or land.

Services: As defined in Section 2.03(a) hereof.

Services Agreements: As defined in Section 2.03(a) hereof.

Significant Casualty: That (a) the Project shall be totally destroyed by any cause, or (b) the Project or the Project Site shall be so substantially damaged or destroyed that reconstruction would require more than one (1) year to complete beyond the original scheduled Substantial Completion Date.

Significant Condemnation: That (a) title to all of the Project Site shall be taken or appropriated by a Governmental Authority under the power of eminent domain or otherwise, or (b) all of the Project Site shall be taken, confiscated, seized or requisitioned for use by any Governmental Authority under the power of eminent domain or otherwise, and any such taking, appropriation, confiscation, seizure or requisition for use pursuant to these clauses (a) and (b) is for a period that exceeds one hundred eighty (180) days or, if less, the remaining portion of Term.

Soft Cost Budget: The soft cost budget delineated as such in the Development Budget, as the same may be revised in accordance with the provisions hereof.

State: The State of Tennessee.

Sublease: That certain Sublease Agreement by and between Owner, as sublessor, District, as co-sublessee, and City, as co-sublessee, whereby Owner will lease to District and City the Project Site.

Substantial Completion Date: The date Substantial Completion is achieved.

Substantially Complete and Substantial Completion: That both (a) Architect has issued a Certificate of Substantial Completion, subject only to the completion of Punch List Items, if any, to be attached to such Certificate of Substantial Completion, and (b) the appropriate Governmental Authority has issued a temporary or permanent certificate(s) of occupancy.

Suppliers: The suppliers of materials to the Project, each of whom shall be selected by General Contractor subject to objection by Developer. Suppliers are Consultants.

Term: As defined in Section 4.01 hereof.

Termination Date: The date that is the earliest of (a) twelve (12) months after Substantial Completion, (b) the abandonment of the Project by Owner, (iii) the termination of this Agreement by Owner pursuant to the terms and provisions hereof, (iv) the termination of this Agreement by District pursuant to the terms and provisions hereof, and (v) the termination of this Agreement by Developer pursuant to the terms and provisions hereof.

Unforeseen Site Conditions: Any latent, concealed, or subsurface physical conditions that materially differ from the conditions which Developer reasonably anticipated.

Value Engineering: The engineering of the Project including, without limitation, the analysis of estimates, bids, or proposed costs and the making and adopting of recommendations of ways and means to reduce actual total Development Costs of the Project to an amount not exceeding the Fixed Price; *provided, however*, such recommendations shall not include any deletions or changes which render the Project incomplete or inadequate for its intended use as a public educational institution.

Warranty Period: Beginning on and including the Substantial Completion Date through and including the first (1st) annual anniversary thereof.

## ARTICLE II DEVELOPER'S OBLIGATIONS

Section 2.01. Engagement. Subject to the terms and conditions set forth herein, Owner hereby engages Developer for the performance of the duties herein set forth. Owner acknowledges that Developer is not a licensed architect or engineer. Subject to the provisions of this Agreement, Developer hereby accepts such engagement and, acting as an independent contractor, shall, during the Term, act as the developer in connection with the development, design, and construction of the Project. Developer agrees that it shall enter into a Construction Contract with General Contractor for Project Construction in accordance with the Construction Documents. Developer agrees that Owner and District shall be third-party beneficiaries of the Construction Contract.

### Section 2.02. Project Site.

(a) Owner shall make the Project Site available to Developer free and clear of restrictions on or impediments to Developer's use thereof for the performance of Developer's Services as set forth in this Agreement.

(b) Developer accepts the Project Site as-is, where-is, with all improvements, buildings, structures, infrastructure, defects and deficiencies, and with no representation, warranty, guarantee, promise, indemnity or other undertaking, express or implied, by Owner or District, regarding the condition of or the marketability or suitability for permitted use or value thereof. Developer acknowledges that neither Owner nor District have represented or warranted anything to Developer about the Project Site or anticipated conditions pertaining thereto, and Owner and District disclaim any representations or warranties to Developer regarding site conditions. Any information about the Project Site provided to Developer by Owner or District was provided for

informational purposes, and neither Owner nor the District can vouch for the accuracy of said information, and none of said information was provided as an inducement, representation or warranty to Developer upon which Developer is intended to rely. Developer shall perform its own due diligence and investigation regarding all Project Site conditions, whether readily observable or not, and shall not rely on any representation, warranty, statement or omission of Owner or District in entering into this Agreement. Developer shall rely solely and exclusively upon the results of its own due diligence and investigation as inducement into this Agreement.

(c) Developer shall, and shall cause General Contractor to, confine its operations to the Project Site and may not otherwise perform any construction work, preparation or staging on property of Owner, District, or other persons or entities outside the boundaries of the Project Site, except as approved in advance in writing by Owner and District and subject to such conditions as may be reasonably specified and approved by Owner or District. Developer shall not store any material or equipment on property of Owner, District, or other persons or entities outside the boundaries of the Project Site unless the off-site storage facility is properly secured, insured and bonded. Any loss or damage to stored material or equipment before installation on the Project Site shall be the responsibility of Developer and Developer shall ensure that Developer or General Contractor has appropriate insurance in place to protect against damage or expenses due to such loss or damage. Developer shall be responsible for safety at, and the securing of, the Project Site. Developer shall protect all work in place and materials stored offsite and shall at all times keep, and cause General Contractor and all other Consultants to keep, the Project Site reasonably clean and free from waste materials and rubbish. A mandatory pre-construction meeting shall be conducted by Owner and Developer prior to commencement of Project Construction for the purpose of reviewing security procedures, utility coordination, access to the Project Site, and construction coordination issues. Such meeting shall be attended, at a minimum, by Owner, District, Developer, General Contractor, and key Contractors, through their respective project managers and superintendents.

#### Section 2.03. Developer's Services.

(a) Subject to Section 3.01 hereof, Developer agrees to perform all Project Construction work and services required or necessary to complete the Project and other services customarily and reasonably within the general scope of such services and responsibilities, including, without limitation, the following (collectively, the "Services"):

(i) Negotiate and execute all agreements, purchase orders, amendments, and supplements related to Project Construction, including, without limitation, all surveys, architectural, environmental, geotechnical, and other testing or consulting service agreements, the Construction Contract, the Architectural Contract, and all other Contract Documents (collectively, as they may be amended, modified, and/or restated from time to time in accordance with the provisions hereof and thereof, the "Services Agreements"), which shall be consistent with the Development Budget, as amended;

(ii) Obtain all necessary Approvals and represent Owner as might be required by any Governmental Authority in connection therewith;

- (iii) Provide and update the Project Schedule for Owner;
- (iv) Provide assistance, oversight, and direction to Principal Consultants in developing the Construction Documents and all related submissions to any Governmental Authority;
- (v) Submit all Construction Documents and related design specifications to Owner and District for approval, and obtain such approval at least five (5) Business Days before releasing such documents for construction;
- (vi) Require General Contractor to obtain bids from Contractors in accordance with the Project Schedule;
- (vii) Diligently manage and monitor General Contractor's construction so as to keep actual construction costs within the Construction Budget;
- (viii) Provide Value Engineering and related assistance to Owner;
- (ix) Establish and implement appropriate administrative and financial controls for Project Construction, including:
  - (A) manage, coordinate, and/or work with Consultants, attorneys, and other professionals employed or retained in connection with Project Construction;
  - (B) keep Owner and District informed of Project progress on a regular basis by delivering monthly written progress reports to Owner and District no later than ten (10) Business Days after the end of each month, in the form of reports required by this Agreement ("Monthly Progress Reports"); and
  - (C) deliver an updated Project Schedule to Owner and District on a monthly basis along with the Monthly Progress Reports;
- (x) Verify services, work, equipment, materials, and labor used on the Project so that Developer will have a reasonable basis:
  - (A) to approve or disapprove requests for payment made by Consultants and any other parties with respect to Project Construction; and
  - (B) to determine that the Project is being designed, constructed, and completed in accordance with this Agreement and the Contract Documents or, if Project Construction is not being so completed, to promptly notify Owner and District;

(xi) As needed, attend job meetings and conferences required by this Agreement or called by Owner, General Contractor, or any other Consultant, and report on such conferences to Owner and District;

(xii) Review the results of, and inform Owner and District of actions to remedy, all inspections made by General Contractor, other Consultants, or any Governmental Authority;

(xiii) Prepare, file, and execute on Owner's behalf any notices of commencement and completion required or permitted to be filed on completion of the Project. As needed, act to obtain any certificates of occupancy or equivalent documents required for the occupancy of the Project (and provide copies to Owner and District);

(xiv) Following Substantial Completion, coordinate the compilation of all as-built Construction Documents, and operating and maintenance manuals for all applicable aspects of the Project. Deliver to Owner and District five (5) hard copy sets of as-built Construction Documents plus one (1) electronic copy of as-built Construction Documents;

(xv) Assist Owner and District in preparing punch list items, defect notices, or warranty claims;

(xvi) Provide Owner with any information reasonably requested by any Lender under the Construction Loan Documents, including without limitation, information relating to construction jobs as requested under a Community Benefits agreement with a Lender;

(xvii) Perform various management services, including, without limitation, all tax and NMTC Financing reporting requirements, administration of rent collection under the Sublease, administration of debt service under the Construction Loan, incorporation of the Project into the surrounding neighborhood and community, coordination with Owner and Governmental Authorities to improve surrounding infrastructure that provides safe and walkable streets and sidewalks, assisting with the expansion of the Project's connectivity to other community anchors, remediating slum and blight from the surrounding neighborhood and community via programs such as the Blight Elimination Program and the Tennessee Loan Repair Program, and all other attendant and related tasks; and

(xviii) Provide the following additional services:

(A) regularly observe and record all significant activities related to Project Construction during the Construction Phase;

(B) manage and administer compliance with all contractual requirements of Consultants and other parties with whom Owner or Developer has contracted in connection with Project Construction, and notify Owner and District in writing in the event that any such requirements are not being met;

(C) use diligent efforts to maintain a cooperative attitude among the Consultants;

(D) use diligent efforts to have General Contractor maintain on a current basis a daily written log or diary to record job conditions (including daily weather conditions, a list of important visitors or officials to the Project Site, daily progress and activities on the Project Site, which Contractors worked each day, and the number of Contractors which worked each day), which log or diary will be available to Developer, Owner, and District for review and copying upon request;

(E) use diligent efforts to cause General Contractor to keep, on behalf of General Contractor and Developer, available for inspection by Owner and District at any time, in the field office, a complete set of all Construction Documents and Contract Documents;

(F) in collaboration with Principal Consultants, use procedures to expedite the processing and approval of shop drawings;

(G) use diligent efforts to have General Contractor maintain on a current basis a log of approvals of requests for information (“RFI’s”), submittals, and shop drawings to make sure all such terms and drawings have been properly approved by General Contractor before starting related work;

(H) use diligent efforts to have General Contractor receive material samples furnished at the Project Site by other Consultants, record the date the samples (or copies) are received and from whom, and notify Owner and District, if applicable, of the availability of the samples for examination;

(I) direct General Contractor to review and approve any RFI from Owner as necessary, and see that proper clarifications are issued, with all clarifications noted in the Construction Drawings, dated, and initialed by the issuing party;

(J) attend all construction meetings and conferences and use diligent efforts to have General Contractor prepare complete and accurate minutes for all such meetings and issue them to all parties who attended or as Owner and/or District may direct;

(K) subject to the requirements of the Agreement, use reasonably diligent efforts to coordinate the processing of any Change Orders and submissions to Owner and District for approval;

(L) perform periodic Project Site supervision and observations of Project work in progress as a basis for determining conformance of such work and

any materials and equipment with the Construction Documents, and report any defective work or deficiencies to General Contractor, Owner, and District;

(M) verify and confirm the progress of the Project work and the amounts requested by General Contractor for payment;

(N) coordinate Project Site safety with General Contractor.

(b) Developer shall perform the Services and deliver the finished Project to Owner at a total cost to Owner equal to the Fixed Price. Developer shall cause all Development Costs to be paid either from the proceeds of Draws promptly upon receipt from Owner or, with respect to Development Cost Overruns, as set forth in Section 6.01 hereof.

(c) Developer shall be permitted to contract with any qualified Consultant to perform any one or more of the Services; *provided, however*, regardless of how Developer may contract for or obtain any services, labor, or materials in connection with the development of the Project, Developer shall have the responsibility to Owner for the completion of the Project in accordance with this Agreement and as set forth in the Construction Documents, within the time period set forth herein, and at a cost not to exceed the Fixed Price.

(d) Developer shall perform the Services in accordance with the standard of care and expertise normally employed by development firms performing similar services, and all duties under this Agreement shall be measured and interpreted in accordance with such standard of performance.

(e) Prior to Final Completion, Developer shall obtain and submit to Owner and District all certifications by Developer, General Contractor, Architect, and others, together with schedules, documents, and copies of documents, permits and approvals, application for payment, monthly progress reports, and any other information required hereunder.

(f) Notwithstanding anything to the contrary contained herein, Developer shall not be responsible for and the Services shall not include any line item set forth in the Madison Academic School Project Responsibility Matrix and the responsibility for which has been assumed and undertaken by a party other than Developer.

#### Section 2.04. Development Team.

(a) Developer shall supply qualified staff and employ qualified and appropriately licensed Consultants to perform all of the Services in a prompt and timely manner. All such qualified staff shall be paid by Developer from the Development Fee, and all such qualified and appropriately licensed Consultants shall be paid from the Development Budget.

(b) Developer confirms that Developer's team includes the Contractors and Consultants listed in Exhibit "E" attached hereto and made a part hereof.

(c) Developer has assigned to the Project the following persons (collectively referred to herein as “Key Personnel”), who shall be available to Owner for consultation at all reasonable times:

NAME	POSITION
Pete Evans	Developer Representative
Lance Henderson	Developer Representative
Ray Washington	District Representative
Vicki Lake	Owner Representative

Key Personnel shall provide such time commitments as may be reasonably necessary so that the Services are properly performed in accordance with this Agreement.

(d) Developer Representative shall be the liaison and coordinator among Owner, District, and Developer, shall be the principal person responsible to Owner and District for the management of the Project and shall have the full authority to bind Developer and District hereunder, including the authority to negotiate and execute Change Orders.

(e) In the performance of this Agreement, Developer and Consultants shall comply with all Applicable Laws, including those affecting employees. Developer, Consultants, and all personnel used or employed by Developer and/or Consultants to perform the Services shall have and keep all required or necessary licenses, permits, and insurance coverages.

Section 2.05. Limitations and Restrictions.

(a) Developer agrees to act in good faith and with prudence and diligence in performance of the Services; *provided, however*, Developer shall not be liable for any delay, loss, or damage to Owner to the extent that such delay, loss, or damage is caused by Owner’s failure to provide Developer upon request with funds necessary to permit Developer to perform hereunder.

(b) Developer, Consultants, and their respective contractors, subcontractors, subconsultants, agents, employees, and others supplying labor, equipment, or material by or through them to the Project may not do either of the following without Owner’s prior written consent (and in the case of item (ii) of this Subsection, without District’s prior written consent)

(i) make any expenditure or incur any obligation on behalf of Owner unless otherwise permitted by this Agreement; or

(ii) make any change to the Construction Documents or the Guaranteed Date, unless otherwise permitted by this Agreement.

(c) Notwithstanding anything to the contrary contained herein, Developer may take the actions described in subparagraphs (b)(i) of this Section without Owner’s prior written consent, if:

(i) Developer in its reasonable, good faith judgment considers that such action is necessary to preserve the structural integrity of the Project or to protect the safety and welfare of people or property. If Developer takes such action, Developer shall immediately notify Owner of the action taken, and, if required under Section 2.06 hereof, an appropriate Change Order shall be issued in connection therewith.

(ii) Such action is necessary to comply with the requirements of a Governmental Authority.

(iii) Developer requests that Owner or District consent to such action in writing, and Owner or District (as applicable) fails to respond to such request within five (5) Business Days after the date of such request

Section 2.06. Change Orders.

(a) Developer shall not modify the Construction Documents or utilize a Change Order except upon the terms and conditions set forth in this Section.

(b) The following modifications to the Construction Documents which are undertaken by Developer shall not require the approval of either Owner or District:

(i) Minor Field Changes;

(ii) Code Compliance Changes; and/or

(iii) A shift by Developer from one (1) line item in the Development Budget to another line item that does not increase the total amount of the Development Budget;

(c) Except for those modifications set forth in the preceding subsection (b), any modification of the Construction Documents that either Developer, Owner, or District may deem necessary or desirable shall be requested of the other Parties via a Change Order Request which shall set forth in detail the nature of the requested modification. Upon agreement in writing by Developer and Owner of any adjustments in time and/or costs for the Services necessitated by any Change Order Request, and upon approval thereof by District, such Change Order Request and the associated estimated changes in time and/or cost shall constitute a Change Order.

(i) If such Change Order would not result in an increase in the total amount of the Development Budget or an extension of the Guaranteed Date, no further action shall be required in connection with such Change Order.

(ii) If such Change Order would, in and of itself, constitute an Additive Change Order, it will be valid and effective only (A) if Developer agrees that after payment of such additional costs, sufficient funds remain in the Development Budget to complete the Project in accordance with this Agreement; (B) if the Additive Change Order were paired

with a Deductive Change Order in an amount such that the total amount of the Development Budget, after accounting for the net effect of the paired Change Orders, would not result in an increase in the total amount of the Development Budget; (C) if, as a result of net decreases in the total amount of the Development Budget due to any prior Deductive Change Order(s) or savings from other line items in the Development Budget, the Additive Change Order would not increase the total amount of the Development Budget; (D) in the case of a Force Majeure Event, if the Change Order would result in an increase in the total amount of the Development Budget or a delay of the Guaranteed Date, Owner shall agree that, after Value Engineering and other efforts of the Parties to address any potential shortfall have been undertaken, and upon exhaustion of all of the proceeds of the Construction Loan and any other available Project funds, funds are required to complete the Project Construction, Owner shall deposit an amount equal to any such increase attributable to the Change Order in the Project Development Account and/or agree in writing to an appropriate extension of the Guaranteed Date, as applicable.

(d) Each Change Order Request initiated by Developer shall be delivered to Owner and District by email pursuant to Section 10.03(iii) hereof and contain all information reasonably necessary for Owner and District to evaluate the proposed change. District shall respond within five (5) business days after receipt of the Change Order Request, and the Change Order Request will be deemed approved if there is a failure to respond to the Change Order Request by District within the 5-day period.

(e) Agreement on any Change Order Request shall constitute a final settlement on all direct costs covered therein, subject to performance thereof and payment therefor pursuant to the terms of this Agreement.

(f) Change Orders requested by Owner or District which are outside the scope of the Construction Documents and which increase the total amount of the Development Budget shall be at the sole cost and expense of Owner or District.

#### Section 2.07. Insurance Obligations

(a) Throughout the Term, Developer shall acquire and maintain in force Developer's Insurance, and such Developer's Insurance shall be a cost of the Project.

(b) Owner and Developer waive all rights against each other and the agents, employees, and Affiliates of each, for damages caused by fire or any other peril to the extent covered by any property insurance obtained under this Section or any other property insurance applicable to the Project Construction, except rights to proceeds of that insurance.

(c) Developer shall cause General Contractor to obtain and maintain property casualty insurance pursuant to this Agreement and as set forth in Exhibit "C" attached hereto and made a part hereof. In the event Developer fails to cause such insurance coverages to be obtained, Developer shall pay all costs of restoration of the Project arising from such uninsured event.

(d) Developer shall cause Architect to obtain and maintain professional errors and omissions insurance coverage with limits in amounts reasonably acceptable to Owner and District.

Section 2.08. Environmental Matters.

(a) Except for its agents and employees fully qualified to do so and then in full compliance with all Environmental Laws, Developer may not:

(i) direct, suffer, or permit any of its Project agents and employees to handle, use, manufacture, store, or dispose of any Hazardous Substance in or about the Project Site; or

(ii) knowingly or negligently suffer or permit:

(A) any Hazardous Substance to be used by any third-party in any manner not fully in compliance with all Environmental Laws; or

(B) any Hazardous Substance to be used, handled, manufactured, stored, remediated, abated, released or disposed of by its agents, employees, Consultants, or by any other third-party in any manner not fully in compliance with all Environmental Laws; or

(C) the Project Site to become contaminated with any Hazardous Substance.

(b) Notwithstanding the foregoing, Developer may handle, store, use, or dispose of any Hazardous Substance to the extent customary and necessary for the performance of Developer's duties hereunder to the extent the same is done in a safe and lawful manner, and in full compliance with all Environmental Laws. Developer shall also take reasonable precautions to prevent any handled, stored, used, or disposed Hazardous Substance from contaminating the Land or the environment or violating any Applicable Laws.

(c) Developer shall promptly provide Owner with complete and accurate copies of all disposal tickets for materials (hazardous or not) from the Project Site that are disposed of off the Project Site.

Section 2.09. Developer Records.

(a) Developer will establish and maintain at its office designated in the notice provision of this Agreement a complete set of books, accounts, records, plans and files (including the Plans and Specifications) for the Project. Such records shall be sufficient for the preparation of financial statements in accordance with GAAP. All books and records made or kept by Developer pertaining to the Project shall be available for and subject to audit, inspection, and copying by Owner or Owner Representative and District or District Representative during normal business hours and after reasonable notice. Developer shall cooperate with Owner and District to provide copies of

documents necessary to Owner and District upon the reasonable request of Owner or District and payment of reasonable costs to Developer.

(b) Business and financial records shall be maintained by Developer and available to Owner and District for three (3) years after Final Completion; *provided, however*, records regarding any dispute involving the Project shall be retained for at least three (3) years following the resolution of such dispute. Before destruction of any such records by Developer, Developer shall notify Owner and District of its intention to destroy the records and, upon request of Owner or District, Developer shall make the records available to the requesting Party for transfer, at the sole expense of such requesting Party.

(c) If requested, Developer shall cooperate with Owner and District to ensure the proper and timely filing of all forms, reports and returns required by Governmental Authorities and relating to the Project.

#### Section 2.10. Construction Warranties.

(a) Developer shall cause to be warranted to Owner and District by Consultants that the completed Project will be in conformity with the Construction Documents and free of material defects in workmanship and materials during the Warranty Period. Developer shall assist Owner and District in conducting a warranty inspection of the Project prior to the expiration of the Warranty Period. Developer shall assist Owner and District in enforcement of warranties and coordinate all warranty work until all provisions of the Warranty Period are satisfied. Developer shall be entitled to reimbursement for all reasonable costs incurred in conducting such warranty inspections, in enforcement of warranties and in the coordination of all warranty work, including without limitation, travel, lodging, professional fees incurred to third parties, and the like, to the extent that any defect in the work under warranty was not due to the fault or neglect of Developer.

(b) At least thirty (30) days before the expiration of the Warranty Period, Owner or District may deliver to Developer a list of defects in workmanship and materials. Developer shall cause General Contractor or other appropriate Consultants to repair or replace any defective part of the Project promptly after its discovery during the Warranty Period. For purposes of this Section, “defects in workmanship and materials” shall not include ordinary wear and tear, misuse, abuse, or improper maintenance. Such warranties also apply to all utility facilities, including transmission lines, constructed or installed as part of the Project (including the portions thereof outside the Project Site) and shall run for one (1) year after the Substantial Completion Date.

(c) Warranties required by the Construction Documents and this Agreement shall commence on the Substantial Completion, Date or designated portion thereof if not all buildings are Substantially Complete, unless otherwise provided in this Agreement or the Certificate of Substantial Completion.

(d) NOTWITHSTANDING THE FOREGOING, NEITHER DEVELOPER NOR GENERAL CONTRACTOR MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES OR THE IMPROVEMENTS OTHER THAN AS EXPRESSLY

CONTAINED HEREIN, WITH RESPECT TO DEVELOPER, OR IN THE CONSTRUCTION CONTRACT, WITH RESPECT TO GENERAL CONTRACTOR, AND BOTH DEVELOPER AND GENERAL CONTRACTOR HEREBY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 2.11. Payment Bond and Performance Bond. Developer shall cause General Contractor to provide payment and performance bonds from a surety approved by Owner and in the form attached hereto as Exhibit “G” and made a part hereof (each bond to be in the amount of the Construction Budget, with General Contractor as contractor and principal, Developer, as developer, and Owner and District as owner/obligee).

### ARTICLE III DEVELOPER’S COMPENSATION

#### Section 3.01. Development Fee.

(a) In consideration of the performance of Developer’s Services relating to the development of the Project as set forth in this Agreement, Owner shall pay Developer the Development Fee of \$279,973.00, which shall be deemed earned and shall be payable as follows:

(i) Fifty percent (50%) of the Development Fee (\$139,986.50) shall be deemed earned and shall be due and payable on the Effective Date.

(ii) Thirty percent (30%) of the Development Fee (\$83,991.90) shall be deemed earned and shall be due and payable in fifteen (15) equal monthly installments of \$5,599.46, with the first such installment due on the first day of the month following the commencement of the Construction Phase and the remainder of such installments due on the first (1st) day of each month thereafter.

(iii) Twenty percent (20%) of the Development Fee (\$55,994.60) shall be deemed earned and shall be due and payable upon Substantial Completion.

(b) Development Fee payments may be delayed or withheld in whole or in part if there exists a Developer Default Event. If Owner so withholds payment, then, upon Developer curing or otherwise resolving such Developer Default Event, the installment schedule set forth in foregoing subsection (ii) shall be recalculated based on a revised Project Schedule prepared by Developer to reflect the Developer Default Event and subject to approval by Owner and District. Development Fee payments shall not be delayed or withheld for any reason other than an uncured Developer Default Event.

Section 3.02. Construction Oversight Fee. Owner shall pay Henry Turley Company LLC the Construction Oversight Fee pursuant to and in accordance with the Construction Oversight Agreement.

Section 3.03. Interest on Developer Compensation. Any amount payable to Developer pursuant to this Article which is not paid on the due date therefor shall bear interest at the Overdue Rate from the due date to the date paid by Owner.

ARTICLE IV  
TERM; COMPLETION

Section 4.01. Term. The term of this Agreement (the “Term”) shall be the period commencing on the Effective Date and ending on the Termination Date or otherwise as provided in this Agreement. The Parties recognize that Developer has performed some Services prior to the Effective Date. Further, the Parties acknowledge and agree that Developer’s services under Section 2.03(a)(xvii) hereof shall expressly survive the termination of this Agreement.

Section 4.02. Substantial Completion.

(a) When Developer considers that the Services for the Project have been substantially performed, Developer shall so notify Owner and District in writing. Upon receipt of Developer’s notification, Owner and District, together with Architect and Developer, shall make an inspection of the Project Site during which the Parties shall prepare a list of Punch List Items, which enumerates those items that remain to be completed and the estimated costs before the Project can be considered Finally Complete. General Contractor shall, before the Project is considered Finally Complete, complete or correct such Punch List Items the resolution of which Developer will oversee.

(b) Developer shall achieve Substantial Completion not later than the Guaranteed Date, which may be extended at no expense to or obligation of Developer due to the occurrence of any Completion Delay Event. Owner and District understand and agree that Developer and General Contractor may adjust near-term schedules from time to time in order for Developer to achieve Substantial Completion by the Guaranteed Date. The Parties agree that the Guaranteed Date shall be extended one (1) day for each day which Financial Closing occurs after March 1, 2020 at no expense to or obligation of Developer.

(c) (i) In the event that District shall not be able to occupy and operate the Project on or before the Guaranteed Date (subject to any extensions of that date as expressly provided for in this Agreement), Developer shall pay to District Two Thousand and No/100 Dollars (\$2,000.00) per day following the Guaranteed Date while Owner is unable to use the Project for its intended purpose (“Delay Damages”). Developer’s liability for Delay Damages shall not begin to accrue until the date following the Guaranteed Date, as such date may be extended pursuant to this Agreement.

(ii) Any liquidated damages assessed pursuant to this Section shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages, whether special or consequential, and of whatsoever nature, incurred by Developer that are occasioned by any delay in achieving Substantial Completion on or before the Guaranteed Date. The Parties have bargained for this stipulated damages

provision, giving consideration to the following: The Parties recognize that failure of the Project to open on schedule would cause Owner and District to suffer loss of services available to District students, upheaval and distress to District students during their school year, which damages are impossible to determine with certainty. As such, the damages to be suffered by Owner and District in the event of a failure by Developer to timely reach Substantial Completion of the relevant buildings are difficult to quantify and the parties wish to stipulate to the amount thereof. In addition, the Parties expressly agree that all stipulated damages herein are not in any way a penalty.

(iii) Payment by Developer under this Section shall be monthly in arrears on the tenth (10th) day of each month, or if such day is not a Business Day, on the immediately succeeding Business Day.

#### Section 4.03. Completion Delay Events.

(a) The Parties acknowledge that Project Construction may be delayed for reasons beyond Developer's control. Therefore, the Parties agree that the Guaranteed Date shall be extended one (1) day for each day of any delay in the achievement of Substantial Completion caused by Completion Delay Events. Other than Completion Delay Events, no other event, circumstance, or occurrence shall be the basis for an extension of the Guaranteed Date under this Section. Notwithstanding the foregoing, in the event delays to the Project are encountered for any reason, the Parties agree to undertake all reasonable steps to mitigate the effect of such delay.

(b) Upon the occurrence of an event which constitutes or may constitute a Completion Delay Event, Developer shall notify Owner and District as soon as possible (but in any event within fifteen (15) Business Days) and shall keep complete, detailed, and accurate records relating to such event including, without limitation, the precise effect on Developer's ability to perform the Services. If Developer asserts that an event constitutes or may constitute a Completion Delay Event, Developer shall provide to Owner and District a detailed written description of such event and why it constitutes a Completion Delay Event. The determination that a Completion Delay Event has occurred must be evidenced by written affirmation of Architect.

#### Section 4.04. Final Completion.

(a) For purposes of this Agreement the Project will be deemed finally complete ("Finally Complete" or "Final Completion" shall be deemed to have occurred) when:

(i) All Services are fully performed and the Project Improvements are constructed in accordance with the Construction Documents (including completion of all Punch List Items), all buildings and facilities have been thoroughly cleaned and no work whatsoever remains to be done to complete the Services required by this Agreement (except ongoing warranty oversight); and

(ii) Developer has delivered to Owner and District the Architect's certificate stating that (A) the Project has been completed in accordance with all Construction

Documents as approved (or deemed approved) by Owner and District, and (B) no Punch List Item remains incomplete; and

(iii) All required final certificates of occupancy are issued by the appropriate Governmental Authorities; and

(iv) the Project is free from all Liens and Claims asserted against Owner or its interests by Consultants (as evidenced in part by Developer's delivery to Owner of final, fully and properly executed lien waivers and releases from all such Consultants) except to the extent such Liens or Claims have been filed or asserted as a result of Owner's failure to satisfy its payment obligations hereunder; and

(v) Owner and District shall have received an "as built" ALTA/ACSM survey of the Project Site certified to Owner showing no encroachments by the Project on or over any property outside the Project Site and otherwise reasonably acceptable to Owner and District; and

(vi) All appropriate Governmental Authorities having jurisdiction over the Project have given their final approval of the Project; and

(vii) Developer has delivered to Owner and District all Construction Documents, operation and maintenance manuals for materials, equipment and systems incorporated into the Project, completed all Owner and District training, and provided and assigned to Owner all warranties and related items required by the Contract Documents; and

(viii) Expiration of thirty (30) days after filing Notice of Completion in Madison County Register's Office.

(b) Final Completion shall occur within a reasonable time after the Substantial Completion Date, but in no event later than one hundred twenty (120) days after the Substantial Completion Date; *provided however*, if one or more of the above conditions to Final Completion shall be unfulfilled sixty (60) days after written notice thereof from Developer to Owner due solely to any Owner Default, then Developer may disregard that condition and declare the Project Finally Complete under this Agreement.

## ARTICLE V REPRESENTATIONS AND WARRANTIES

Section 5.01. Developer's Representations and Warranties. Developer makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The execution and delivery by Developer of this Agreement, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof and thereof (i) are within the power, legal right, and authority of Developer;

(ii) are legal and will not conflict with or constitute on the part of Developer a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of Developer under the provisions of, any charter instrument, bylaw, operating agreement, indenture, mortgage, deed of trust, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which Developer is a party or by which Developer or its properties are otherwise subject or bound, or, to its knowledge, any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over Developer or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate action on the part of Developer. This Agreement is the valid, legal, binding, and enforceable obligation of Developer except as such enforceability may be limited by Debtor Relief Laws that affect the enforcement of creditors' rights in general and the availability of equitable remedies and, in the case of indemnification obligations, public policy. The officer of Developer executing this Agreement is duly and properly in office and is fully authorized and empowered to execute the same for and on behalf of Developer.

(b) Developer is a limited liability company of the State and is in good standing under the laws of the State, and is duly qualified to transact business in the State.

(c) To the best of Developer's knowledge, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of Developer, threatened against or affecting Developer in any court or by or before any Governmental Authority or arbitration board or tribunal that involve the likelihood of materially and adversely affecting the properties, business, prospects, profits, operations, or condition (financial or otherwise) of Developer, the ability of Developer to perform its obligations hereunder, or the transactions contemplated hereby; or that, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to which Developer is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby, nor is Developer aware of any facts or circumstances currently existing that would form the basis for any such action, suit, or proceeding. Developer is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, Governmental Authority, or arbitration board or tribunal. All tax returns (federal, state, and local) required to be filed by or on behalf of Developer have been duly filed (or an extension timely filed), and all taxes, assessments, and other Governmental Charges shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by Developer in good faith, have been paid or adequate reserves have been made for the payment thereof.

(d) Neither Developer nor any of its business or properties, nor any relationship between Developer and any other Person, nor any circumstance in connection with the execution, delivery, and performance by Developer of its obligations under this Agreement is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any Governmental Authority on the part of Developer in connection with the execution, delivery, and performance of this Agreement or the consummation of any transaction herein contemplated, except as shall have been obtained or made and as are in full force and effect, except as are not currently obtainable. To the knowledge of Developer, it will

be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of Governmental Authorities as may be required on or prior to the date Developer is legally required to obtain the same.

(e) No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of Developer, it is not in default or violation in any material respect under any charter instrument, bylaw, operating agreement, or other agreement or instrument to which it is a party or by which it may be bound. For purposes of this subsection (e), a default or violation shall be deemed “material” if it would adversely affect the ability of Developer to perform its obligations hereunder.

(f) To the knowledge of Developer, it is not in violation of Applicable Laws to which it is subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (that are currently obtainable) necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain might materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of Developer.

Section 5.02. Owner’s Representations and Warranties. Owner makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The execution and delivery by Owner of this Agreement, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof and thereof (i) are within the power, legal right, and authority of Owner; (ii) are legal and will not conflict with or constitute on the part of Owner a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of Owner under the provisions of, any charter instrument, bylaw, operating agreement, indenture, mortgage, deed of trust, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which Owner is a party or by which Owner or its properties is otherwise subject or bound, or, to its knowledge, any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or Governmental Authority or body having jurisdiction over Owner or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate corporate action on the part of Owner. This Agreement is the valid, legal, binding, and enforceable obligation of Owner except as such enforceability may be limited by Debtor Relief Laws that affect the enforcement of creditors’ rights in general and the availability of equitable remedies and, in the case of indemnification obligations, public policy. The officer executing this Agreement is duly and properly in office and is fully authorized and empowered to execute the same for and on behalf of Owner.

(b) Owner is a nonprofit public benefit corporation of the State and is in good standing under the laws of the State, and is duly qualified to transact business in the State.

(c) To the best of Owner’s knowledge, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of Owner, threatened against or affecting

Owner in any court or by or before any Governmental Authority or arbitration board or tribunal that involve the likelihood of materially and adversely affecting the properties, business, prospects, profits, operations, or condition (financial or otherwise) of Owner, the ability of Owner to perform its obligations hereunder, or the transactions contemplated hereby; or that, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to which Owner is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is Owner aware of any facts or circumstances currently existing that would form the basis for any such action, suit, or proceeding. Owner is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, Governmental Authority, or arbitration board or tribunal. All tax returns (federal, state, and local) required to be filed by or on behalf of Owner have been duly filed (or an extension timely filed), and all taxes, assessments, and other Governmental Charges shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by Owner in good faith, have been paid or adequate reserves have been made for the payment thereof.

(d) Neither Owner nor any of its business or properties, nor any relationship between Owner and any other Person, nor any circumstance in connection with the execution, delivery, and performance by Owner of its obligations under this Agreement is such as to require any additional consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any Governmental Authority on the part of Owner in connection with the execution, delivery, and performance of this Agreement or the consummation of any transaction herein contemplated, except as shall have been obtained or made and as are in full force and effect, except as are not currently obtainable. To the knowledge of Owner, it will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of Governmental Authorities as may be required on or prior to the date Owner is legally required to obtain the same.

(e) No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of Owner, it is not in default or violation in any material respect under any charter instrument, bylaw, operating agreement, or other agreement or instrument to which it is a party or by which it may be bound. For purposes of this subsection (e), a default or violation shall be deemed “material” if it would adversely affect the ability of Owner to perform its obligations hereunder.

(f) To the knowledge of Owner, it is not in violation of any Applicable Laws to which it is subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (that are currently obtainable) necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain might materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of Owner.

(g) The Project will be utilized exclusively for Owner’s exempt purposes; accordingly, it qualifies for an exemption from *ad valorem* taxes levied by the State, pursuant to Tenn. Code Ann. § 67-5-212.

Section 5.03. District's Representations and Warranties. District makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The execution and delivery by District of this Agreement, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof and thereof (i) are within the power, legal right, and authority of District; (ii) are legal and will not conflict with or constitute on the part of District a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of District under the provisions of, any charter instrument, bylaw, operating agreement, indenture, mortgage, deed of trust, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which District is a party or by which District or its properties is otherwise subject or bound, or, to its knowledge, any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or Governmental Authority or body having jurisdiction over District or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate corporate action on the part of District. This Agreement is the valid, legal, binding, and enforceable obligation of District except as such enforceability may be limited by Debtor Relief Laws that affect the enforcement of creditors' rights in general and the availability of equitable remedies and, in the case of indemnification obligations, public policy. The officer executing this Agreement is duly and properly in office and is fully authorized and empowered to execute the same for and on behalf of District.

(b) District is a governmental entity and political subdivision of the state of Tennessee.

(c) To the best of District's knowledge, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of District, threatened against or affecting District in any court or by or before any Governmental Authority or arbitration board or tribunal that involve the likelihood of materially and adversely affecting the properties, business, prospects, profits, operations, or condition (financial or otherwise) of District, the ability of District to perform its obligations hereunder, or the transactions contemplated hereby; or that, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to which District is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is District aware of any facts or circumstances currently existing that would form the basis for any such action, suit, or proceeding. District is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, Governmental Authority, or arbitration board or tribunal. All tax returns (federal, state, and local) required to be filed by or on behalf of District have been duly filed (or an extension timely filed), and all taxes, assessments, and other Governmental Charges shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by District in good faith, have been paid or adequate reserves have been made for the payment thereof.

(d) Neither District nor any of its business or properties, nor any relationship between District and any other Person, nor any circumstance in connection with the execution, delivery, and performance by District of its obligations under this Agreement is such as to require any

additional consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any Governmental Authority on the part of District in connection with the execution, delivery, and performance of this Agreement or the consummation of any transaction herein contemplated, except as shall have been obtained or made and as are in full force and effect, except as are not currently obtainable. To the knowledge of District, it will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of Governmental Authorities as may be required on or prior to the date District is legally required to obtain the same.

(e) No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of District, it is not in default or violation in any material respect under any charter instrument, bylaw, operating agreement, or other agreement or instrument to which it is a party or by which it may be bound. For purposes of this subsection (e), a default or violation shall be deemed “material” if it would adversely affect the ability of District to perform its obligations hereunder.

(f) To the knowledge of District, it is not in violation of any Applicable Laws to which it is subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (that are currently obtainable) necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain might materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of District.

## ARTICLE VI

### DEVELOPMENT COSTS; PROJECT SCHEDULE; AND DRAW REQUESTS

#### Section 6.01. Development Costs.

(a) Owner and District have approved the Development Budget attached hereto as Exhibit “B”, as may be amended as needed to reflect changes to the Project approved by Owner and District. Developer may reallocate demonstrated costs savings in any line item(s) of the Development Budget to other line item(s) of the Development Budget so long as the Fixed Price is unaffected.

(b) The duties and obligations of Developer hereunder are subject to sufficient funds being made available to the Project in order for Developer to perform such duties and obligations. The Parties acknowledge and agree that the only source of funds available for payment of Development Costs are the proceeds derived from (i) the Construction Loan, (ii) Owner’s or District’s own funds under the circumstances described in Section 2.06(f) hereof, or (iii) Developer’s own funds in the event of Development Cost Overruns.

(c) In the event of Development Cost Overruns despite reallocation of savings and amendment of the Project Budget, Developer agrees to pay for any Development Cost Overrun, as hereinafter provided:

(i) Developer is not responsible for any Development Cost Overrun resulting from (A) a Force Majeure Event, (B) Owner Delay, (C) change order requested by Owner or District pursuant to Section 2.06(f) hereof, (D) Significant Casualty as provided in Section 7.02(b) hereof, and/or (E) Partial Condemnation as provided in Section 7.03(c) hereof.

(ii) Developer shall notify Owner and District within five (5) days after determining that actual Development Costs will exceed the Fixed Price and shall set forth in such notice Developer's estimation of Development Cost Overruns. Developer shall promptly inform Owner and District of any changes to the Development Cost Overruns payable by Developer. Developer agrees to indemnify and hold Owner and District harmless from and against any liability for payment of the Development Cost Overruns.

(iii) Developer's responsibility for any Development Cost Overrun is subject to Developer's right to engage in Value Engineering in accordance with Section 6.06 hereof.

(iv) Developer shall pay or cause to be paid all Development Cost Overruns on or prior to the date any such Development Cost Overruns shall be due and payable. With respect to any work attributable to Development Cost Overruns, Developer shall be required to furnish to Owner all of the information otherwise required for a Draw Request pursuant to the provisions hereof, even though Developer is required to pay all such Development Cost Overruns. Promptly upon payment of any Development Cost Overruns, Developer shall obtain and furnish to Owner lien waivers with respect to the Development Cost Overruns paid and the work performed in connection therewith.

(v) Notwithstanding anything in this Agreement, Developer shall not be responsible for the payment of any Development Cost Overruns until all of the proceeds of the Construction Loan and any other available Project funds provided for in the Development Budget have been exhausted.

#### Section 6.02. Project Schedule.

(a) Owner and District have approved the Project Schedule attached hereto as Exhibit "D", as may be amended as needed to reflect changes to the Project approved by Owner and District.

(b) Developer shall provide Owner with information in connection with updating the Project Schedule as construction progresses, and the Project Schedule shall be modified from time to time based on such updates to the extent such modifications are approved in writing by Owner, District, and Developer. If the development and construction of the Project does not progress in accordance with the dates required by the Project Schedule, Developer shall advise Owner of all reasonably available means to speed up the work, including utilization of overtime, additional work crews and alternate material suppliers.

#### Section 6.03. Project Development Account.

(a) Within ten (10) Business Days after the Effective Date, Developer shall open and thereafter keep open one (1) operating account (the “Project Development Account”). The Project Development Account shall be at Truist Bank located in Memphis, Tennessee, and both Developer and Owner shall be authorized signatories on the account, although absent a Developer Default, only Developer’s signature on checks drawn on the Project Development Account shall be required.

(b) Developer shall deposit or cause to be deposited by Lender, all Draws and Development Fee installments into the Project Development Account. Developer shall make all Project payments to itself and Consultants (other than General Contractor) from the Project Development Account. Developer shall make, keep, and furnish to Owner, upon request, accurate records of all deposits and withdrawals from the Project Development Account. Each withdrawal record made by Developer shall indicate the associated Draw Request, the payee, the amount, the date, the type of Development Cost involved, and any other information that Owner or Lender reasonably requires.

(c) All funds in the Project Development Account shall be separate from, and not commingled with, all other funds of Developer.

(d) If there exists an uncured Developer Default Event, then Owner, following the expiration of any cure period set forth herein, may assume sole control of the Project Development Account during the pendency of such uncured Developer Default Event after ten (10) Business Days’ notice to Developer. During such time, (x) Owner shall be solely liable for payment of all sums held in and disbursed from the Project Development Account, (y) Developer shall not be held responsible for any action or inaction of Owner related to the Project Development Account, and (z) Owner shall indemnify Developer for any actions taken by or failed to be taken by Owner related to Owner’s takeover of the Project Development Account.

(e) The Parties agree that a disbursement agreement will be entered into with respect to disbursement process relating to the Construction Loan. To the extent that the foregoing provisions of this Section 6.03 conflict with the provisions of such disbursement agreement, the Parties agree that the provisions of disbursement agreement shall control.

#### Section 6.04. Draw Requests and Draws.

(a) Developer shall make all requests (“Draw Requests”) for payments of Development Costs (“Draws”) in writing to Owner. Only one (1) Draw Request may be made in any thirty (30) day period, each Draw Request shall be made at least fifteen (15) days prior to the date funds are requested to be made available, and all Draw Requests shall be subject to the prior approval of Owner and Developer. Draws may be used only to pay for Development Costs incurred.

(b) Draw Requests shall include the following and any other information reasonably required by Owner and/or Lender (a copy of which shall be provided to District):

(i) Summary Report: A listing, by Development Budget line item, of Development Costs incurred, in the form and specificity reasonably required by Owner.

(ii) Detail Report: A listing by Consultant for each of the Development Budget line items listed in the Summary Report, in the form and specificity reasonably required by Owner.

(A) *Supporting Documentation*. A copy of all schedules of values for amounts of at least Ten Thousand Dollars (\$10,000) (and, if requested by Owner, for lesser amounts for particular items) or other documentation supporting the total amount of the current Draw Request, including:

(1) An Application and Certificate of Payment (AIA Document G702), or other document acceptable to Owner, which shall include certifications by General Contractor, Architect, and Developer that Project Construction to the date of the Draw Request is in substantial compliance with the Construction Documents and certification by Architect of the percentage of completion of Project Construction as of date of the Draw Request;

(2) A copy of General Contractor's application for payment, including its conditional lien waivers on progress payments for work in process;

(3) Contractors' duly executed unconditional lien waivers (AIA Document G706) for progress payments made from the previous Draw; and

(4) Other documents reasonably necessary to support Development Costs to be paid by the Draw.

(B) *General Ledger Detail Report*: A cash-basis general ledger reflecting all activity from the date of the most recent Draw Request to the date of the current Draw Request.

(C) *Statement of Cash Receipts and Disbursements*: A listing of all sources and uses of cash from the date of the most recent Draw Request to the date of the current Draw Request.

(D) *Other Supporting Documentation*: All other documents and information reasonably required by Owner or Lender under the Construction Loan Documents.

(c) Owner and Developer acknowledge and agree that written approval of a particular Draw Request by Owner is a prerequisite to funding of such Draw Request or any portion thereof. Owner, upon receipt of the Draw Request from Developer, shall promptly approve of such Draw

Request that are proper for approval so that Developer may process the Draw Request and pay all such costs; *provided, however*:

(i) If Owner shall dispute a Draw Request, Owner shall notify Developer in writing within ten (10) Business Days of Owner's receipt thereof.

(ii) Upon receipt of such a dispute notice, Developer shall provide any additional information or documentation to Owner to explain the nature and propriety of the amount in question.

(iii) If Owner shall continue to dispute a Draw Request after receiving such additional information or documentation, Owner shall notify Developer in writing within five (5) Business Days of Owner's receipt of such additional information or documentation.

(iv) Any failure to dispute a Draw Request, or to continue to dispute a Draw Request, within the ten (10) and five (5) Business Day periods described in paragraphs (i) and (ii) of this subsection (c) shall be deemed to constitute acceptance of such Draw Request by Owner.

(v) District shall be provided written notification of Owner's approval or dispute of a Draw Request.

(d) Developer shall discharge or cause to be discharged of record by bond or otherwise, within twenty (20) days following the date whereupon Developer receives actual knowledge of the filing, of any Lien or Claim filed against the Project for work or materials claimed to have been furnished at Developer's request to or for the benefit of Developer and/or the Project. If Developer shall fail to cause such Lien or Claim to be so discharged or bonded within such period, in addition to any other right or remedy Owner may have, Owner may, but shall not be obligated to, discharge such Lien or Claim by procuring the discharge of such Lien or Claim by the deposit in a court or by bonding, and, in any event, Owner shall be entitled, if Owner shall so elect, to compel the prosecution of any action for the foreclosure of such Lien or Claim by the lienor or claimant and to pay the amount of the judgment, if any, in favor of the lienor, with interest, costs and allowances. Developer shall be liable to Owner, on demand and from time to time, for any sum or sums so paid by or on behalf of Owner and all costs or expenses incurred by Owner, including, but not limited to, reasonable attorneys' fees actually incurred in prosecuting such discharge or in defending any such action; *provided, however*, that if such Lien is established as a result of Owner's failure to make payments hereunder or under the Construction Contract, then Developer shall not be responsible for the removal or satisfaction of such Lien under this Section. Developer agrees to provide Owner with written notice of any Lien filed against the Project promptly following Developer's obtaining actual knowledge of such Lien.

Section 6.05. Reimbursement for Construction Advances. In the event Developer makes any advance to General Contractor or pursuant to any other Construction Contract prior to the date Owner is required to fund such advance, Developer shall be entitled to seek reimbursement for such advance from Owner but only if, and to the extent, such advance is in accordance with the

Development Budget, Project Schedule, and the applicable Construction Contract or such expenditure is approved in writing by Owner. Developer shall submit to Owner a summary of expenses incurred along with all appropriate backup documentation to support the expenses incurred (including but not limited to copies of General Contractor billing statements, Contractor billing statements, lien waivers and other relevant documentation which is required to support the amount of the reimbursement being requested).

Section 6.06. Value Engineering. In the event that Developer determines that the actual total Development Costs of the Project shall exceed the Fixed Price, then upon Developer's determination that such action is necessary, Developer, Architect and General Contractor will undertake Value Engineering to reduce the Development Costs of the Project, subject to approval by Owner and District.

## ARTICLE VII CONDEMNATION AND CASUALTY

### Section 7.01. Developer's Duties in Case of Loss.

(a) Developer shall promptly notify Owner and District of any fire or other damage to the Project or any portion of the Project Site. Developer shall arrange for an insurance adjuster to view the Project Site or the Project before any necessary repairs are commenced. Developer may not settle any losses, complete loss reports, adjust losses, or endorse loss drafts without Owner's and District's prior written consent.

(b) Developer shall promptly notify Owner and District of any personal injury or property damage occurring to the Project or on the Project Site.

### Section 7.02. Casualty.

(a) If, prior to Substantial Completion, a Significant Casualty occurs, then District shall have the right to terminate this Agreement as of the date of such Significant Casualty (i) by notifying Developer and Owner within sixty (60) days after such Significant Casualty, and (ii) subject to (A) Owner's payment of amounts for which Developer is responsible, including, without limitation, work or materials currently in place or ordered, but not yet paid for by Owner (plus applicable fees thereon), any sums Developer is responsible to pay General Contractor under the Construction Contract, plus a prorated portion of any remaining unpaid amount of the Development Fee from Owner to Developer; (B) Owner's payment of all amounts due to any Consultants or other parties in connection with Project Construction; and (C) those matters that expressly survive the termination of this Agreement as set forth herein.

(b) If, prior to Substantial Completion, a Significant Casualty occurs but District does not elect to terminate this Agreement as provided in the preceding Subsection, then Developer shall, subject to the availability of funds to reconstruct the Project and to pay the Development Fee, upon written notice from District acknowledging same, promptly proceed to reconstruct, restore, and repair the Project and/or the Project Site, as applicable, to the condition substantially

equivalent to its condition immediately prior to the Significant Casualty. In such event, a Completion Delay Event shall be deemed to have occurred as of the date of the Significant Casualty, and the completion deadlines under this Agreement shall be extended in accordance with Section 4.03 hereof.

#### Section 7.03. Condemnation.

(a) If, during the Term, a Significant Condemnation occurs, then District shall terminate this Agreement as of the date of such Significant Condemnation (i) by giving written notice to Developer and Owner, and, (ii) subject to (A) Owner's payment of amounts for which Developer is responsible, including, without limitation, work or materials currently in place or ordered, but not yet paid for by Owner (plus applicable fees thereon), any sums Developer is responsible to pay General Contractor under the Construction Contract, plus a prorated portion of any remaining unpaid amount of the Development Fee from Owner to Developer; (B) Owner's payment of all amounts due to any Consultants or other parties in connection with Project Construction; and (C) those matters that expressly survive the termination of this Agreement as set forth herein.

(b) If, during the Term, a Partial Condemnation occurs, then District shall give Developer and Owner prompt written notice thereof, and the part of the Project Site so taken shall no longer constitute part of the Project, but this Agreement shall continue in full force and effect as to the remainder of the Project Site not so taken; *provided, however*, that upon any Partial Condemnation, District may elect to terminate this Agreement if (i) in the good faith judgment of District, the remaining portion of the Project Site cannot be economically and practically utilized by District for Project Construction and operation of the Project; or (ii) the Partial Condemnation shall have a material adverse effect upon the means of access to the Project Site or the Project. District shall give notice to Developer and Owner of District's election to terminate this Agreement not later than sixty (60) days after notice of such Partial Condemnation, and this Agreement shall terminate, subject to (x) Owner's payment of amounts for which Developer is responsible, including, without limitation, work or materials currently in place or ordered, but not yet paid for by Owner (plus applicable fees thereon), any sums Developer is responsible to pay General Contractor under the Construction Contract, plus a prorated portion of any remaining unpaid amount of the Development Fee from Owner to Developer; (y) Owner's payment of all amounts due to any Consultants or other parties in connection with Project Construction; and (z) those matters that expressly survive the termination of this Agreement as set forth herein.

(c) If, during the Term, a Partial Condemnation occurs but District does not elect to terminate this Agreement as provided in the preceding Subsection and Developer reasonably expects the Partial Condemnation to delay the completion of the Project beyond the Guaranteed, then a Completion Delay Event shall be deemed to have occurred as of the date of the Partial Condemnation and the completion deadlines under this Agreement shall be extended in accordance with Section 4.03 hereof and a revised Development Budget and revised Construction Documents shall be prepared by Developer and submitted to Owner and District for their approval (such approval not to be unreasonably withheld), and which shall, upon Owner's and District's approval

thereof, reflect the changes to the Project and the cost to complete the Project as a result of such Partial Condemnation.

ARTICLE VIII  
COVENANTS AND AGREEMENTS

Section 8.01. Negative Covenants of Developer. Developer shall not, without the prior written consent of Owner and District, do or permit to be done any of the following:

(a) Amend or modify the Construction Contract, the Architectural Contract, or the Construction Documents (except upon the terms and conditions set forth in Section 2.06 hereof); and

(b) Amend or modify the Project Budget, other than to reallocate demonstrated line item savings, as necessary.

Section 8.02. Owner's and District's Obligations. During the Term, Owner and District shall:

(a) cooperate with Developer in developing and finalizing the Contract Documents, the Construction Documents, the Project Schedule, the Development Budget, and Construction Loan Documents for the Project;

(b) promptly respond to requests from Developer including giving necessary consents and approvals to Developer within any reasonable time for such consent or approval specified by Developer; *provided, however*, if Owner or District shall fail or refuse to respond to any such request from Developer within five (5) Business Days, such failure or refusal shall be deemed an approval thereof;

(c) ensure Owner Representative and District Representative, respectively, attend Project progress meetings to discuss procedures, progress, problems and scheduling;

(d) direct through Developer any and all communications with Consultants and any others related to Project Construction;

(e) not consent to any amendment to any Construction Loan Document the result of which would be to increase the duties, obligations or liabilities of Developer without Developer's prior written consent;

(f) review and approve all Draw Requests in accordance with Article VI hereof, ensure the timely funding of all Development Costs in accordance with the Development Budget, and ensure that all monthly applications for payment for Development Costs, Development Fees, and any other expenses and reimbursements that are properly prepared and submitted in accordance with the requirements of this Agreement are promptly paid; and

### Section 8.03. Indemnity.

(a) Developer shall indemnify, defend, and hold harmless Owner and District, their members, and their respective officers, managers, directors, agents, and employees from and against any and all Claims, demands, losses, liabilities, actions, lawsuits, and other proceedings, judgments, awards, costs, and expenses (including reasonable attorneys' fees and disbursements) related to the Project and arising out any breach of Developer's representations or obligations hereunder, except for such Claims, demands, losses, liabilities, actions, lawsuits, and other proceedings, judgments, awards, costs, and expenses (including reasonable attorneys' fees and disbursements) as are caused directly by the negligence of Owner and/or District, or their officers, directors, or employees. The indemnity obligation provided for herein shall terminate upon the Termination Date, *provided* that Developer shall be and remain liable for any liability arising hereunder prior to the Termination Date.

(b) Owner shall indemnify, defend, and hold harmless Developer, and its officers, directors, agents, and employees from and against any and all Claims, demands, losses, liabilities, actions, lawsuits, and other proceedings, judgments, awards, costs, and expenses (including reasonable attorneys' fees and disbursements) related to the Project and arising out of any breach of Owner's representations or obligations hereunder, except for such Claims, demands, losses, liabilities, actions, lawsuits, and other proceedings, judgments, awards, costs, and expenses (including reasonable attorneys' fees and disbursements) as are caused directly by the negligence of Developer, or its officers, directors, or employees. The indemnity obligation provided for herein shall terminate upon the Termination Date, *provided* that Owner shall be and remain liable for any liability arising hereunder prior to the Termination Date.

(c) Notwithstanding anything to the contrary contained herein, Owner acknowledges that any and all latent conditions, environmental conditions, Hazardous Substances or contamination existing on, in or under, or affecting, the Project Site as of the Effective Date (whether known or unknown) are the sole responsibility of Owner. Owner will defend, indemnify and hold Developer harmless and hereby releases Developer and all of its officers, employees, directors, members and agents from any and all Claims, demands, liabilities, costs and expenses (including reasonable attorneys' fees) caused by, growing out of, or otherwise happening in connection with any such environmental or other conditions for which Owner is responsible under this Section. Owner further acknowledges that it will be solely responsible for the cost of all remediation of any environmental or other conditions and contamination for which it is responsible under this Section.

### Section 8.04. Related Contracts.

(a) Developer agrees, at Developer's expense, to enforce or cause to be enforced, performance, as applicable, of provisions of the Services Agreements in a commercially reasonable manner such that all work performed and services provided under each Services Agreement will be performed and provided, as the case may be, in accordance with its terms. Notwithstanding the foregoing, Owner and District shall have the right to enforce each such Services Agreement directly, and Developer shall cooperate with Owner and District in all

reasonable respects to such enforcement. Upon the request of Owner and District from time to time, Developer shall provide or cause to be provided to Owner and District a list and copies of all Services Agreements.

(b) Developer shall use commercially reasonable efforts to include in all Services Agreements and any other contracts it executes in connection with the Project after the Effective Date an indemnity provision requiring the other contracting party to indemnify and save harmless Owner and its officers, directors, managers, agents, and employees from and against all Claims, losses, and liability resulting from any damage to, injury to, or death of, people or property caused by, occasioned by, in connection with, or arising out of the performance of the Services or work of that contracting party, its employees, or agents, and from and against all related fees, costs, and attorneys' fees and costs.

(c) Subject to the terms and provisions of this Agreement, Owner and District recognize and acknowledge that Developer may contract with and/or obtain goods and services for the Project from subsidiaries and other Affiliates of Developer; *provided, however*, all such arrangements must be previously approved in writing by Owner.

Section 8.05. Assignment of Guaranties and Warranties. Developer, as assignor, hereby conditionally assigns, transfers and sets over to Owner, as assignee, all of its right, title, and interest in and to all guaranties and warranties received by Developer from Consultants in connection with the design, construction, and development of the Project, *provided* Developer shall be subrogated to the rights of Owner with respect to any Claims which have been guaranteed hereunder and satisfied by Developer pursuant hereto. Developer shall not take, and has not taken, any action or done anything which could limit the enforceability of such guaranties and warranties.

Section 8.06. Inspections and Monitoring. Owner, District, and Lender each may inspect and monitor the Project and the Services at any time, upon reasonable prior notice to Developer, Developer Representative, or the General Contractor. However, Owner, District, and Lender, as applicable, will be required to sign in with Developer at the Project Site and to follow Developer's safety regulations in all respects. No such inspections or monitoring shall be of a nature that causes any delays in the progress of the development of the Project. In the event any such inspections or monitoring shall cause any delays in the progress of the development of the Project, the Guaranteed Date shall be extended by the number of days of such delay, *provided* that Developer shall give written notice to Owner and District of any such claimed delays within seven (7) days after the event causing any such delay.

Section 8.07. Utilities.

(a) Developer, as part of the Services, shall:

(i) install, or cause to be installed, all infrastructure required to provide the Project with utilities, including, without limitation, electricity, water, sewer, gas, telephone and fiber optic cable (including internet service);

(ii) install, or cause to be installed, all connections and wiring for fully servicing the Project in accordance with the Construction Documents; and

(iii) construct and install, or cause to be constructed and installed, all sewer facilities within and outside the Project Site that are required or contemplated by the Project;

(b) Included as Development Cost will be all costs and expenses for the provision of all utilities to the Project Site in a timely manner for purposes of enabling Developer to perform the Services in accordance with this Agreement and as needed for utilities to be available at the Project permanently after Final Completion.

(c) Developer shall prepare and negotiate such contracts, easements, licenses and other agreements as are necessary or desirable for the provision of water, sewer, gas, electric, telephone, cable television and other utilities (collectively, "Access and Utility Agreements"), in capacities adequate for the development and use of the Project for its intended purposes. Developer is hereby authorized by Owner and District to sign all such Access and Utility Agreements as agent for and in the name of Owner and/or District. Owner shall cooperate in all reasonable respects with respect to granting easements on Owner's and property where reasonably required to facilitate the provision of utilities to the Project Site.

#### ARTICLE IX DEFAULT; TERMINATION; AND FORCE MAJEURE EVENT

Section 9.01. Developer Default Events. The occurrence of any one or more of the following events (whether such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) shall constitute a "Developer Default Event":

(a) Developer shall fail or refuse to provide any of the Services or to perform any other duties or obligation under this Agreement in the manner and within the time period required by this Agreement and such failure or refusal shall continue for a period of thirty (30) days after written notice specifying such failure or refusal and requesting that it be corrected, cured, or remedied shall have been given to Developer by Owner or District. In the case of any failure that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Owner and District, such failure shall not constitute a Developer Default Event if corrective action shall be instituted by Developer within the applicable period and diligently pursued until the failure shall have been corrected, cured, or remedied to the satisfaction of Owner and District (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(b) A Consultant shall commit or permit a breach of any of the duties or obligations required to be performed by Developer under this Agreement in the manner and within the time

period required by this Agreement and such breach shall continue for a period of thirty (30) days after written notice specifying such breach and requesting that it be corrected, cured, or remedied shall have been given to Developer by Owner or District. In the case of any breach that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Owner and District, such breach shall not constitute a Developer Default Event if corrective action shall be instituted by Developer or Consultant within the applicable period and diligently pursued until the failure shall have been corrected, cured, or remedied to the satisfaction of Owner and District (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(c) Any representation or warranty made by Developer in any statement or certificate furnished to Owner or District shall prove to have been inaccurate in any material respect as of the date of the issuance or making thereof and shall not have been corrected within thirty (30) days after written notice specifying such inaccuracy and requesting that it be corrected, cured, or remedied shall have been given to Developer by Owner or District. In the case of any such inaccuracy that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Owner and District, such inaccuracy shall not constitute a Developer Default Event if corrective action shall be instituted by Developer within the applicable period and diligently pursued until the inaccuracy shall have been corrected, cured, or remedied to the satisfaction of Owner and District (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(d) Developer shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any Debtor Relief Law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of, or taking possession by, any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(e) An involuntary case or other proceeding shall be commenced against Developer seeking liquidation, reorganization or other relief with respect to it or its debts under any Debtor Relief Law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days; or an order for relief shall be entered against Developer under the federal bankruptcy laws as now or hereafter in effect; or

(f) Developer shall fail to maintain Developer's Insurance as required by Section 2.07 hereof.

Section 9.02. Owner's and District's Remedies.

(a) Upon the occurrence of any Developer Default Event and at any time thereafter, Owner or District may, so long as such Developer Default Event is continuing, terminate this Agreement, subject to the Construction Loan Documents, and in addition to any other right or remedy Owner may have on account of such Developer Default Event.

(b) In order to entitle Owner or District to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

(c) Upon any termination of the Agreement under the provisions of this Section:

(i) Owner shall pay to Developer, within sixty (60) days of the date of such termination, reimbursable costs payable hereunder up to the date of such termination; *provided; however*, Owner may offset any amounts payable as Delay Damages to Owner against any amount to be paid to Developer under this subsection;

(ii) Developer and Owner shall meet as soon as practicable and, as approved by Lender and District, Developer shall develop a program to transfer or shut down the Project, give appropriate notices, and implement an appropriate program to secure the Property against unlawful entry and vandalism;

(iii) Owner shall promptly pay to Developer the cost of all services, materials and supplies, if any, which may have been ordered or requested by Developer as a result of its obligations arising under this Agreement so long as such items consist of Development Costs and have been paid for by Developer as of the date of termination or are paid for by Developer within forty-five (45) days after the date of termination; and

(iv) To the extent required by Owner or District, Developer shall assign to Owner or District and Owner or District (as the case may be) shall assume Services Agreements, and in such case Owner shall indemnify Developer against any liability for obligations of Developer under the assumed Services Agreements accruing after the date of such assumption, except to the extent such liability results from Developer's malfeasance, willful misconduct, negligence or misrepresentation.

(d) In the event that this Agreement is terminated for any reason, all Construction Documents and Contract Documents shall become the property of Owner and District, or shall be assigned to Owner or District, as applicable, upon payment in full by Owner of all amounts due to Developer under or as a result of a breach of this Agreement *provided; however*, Owner may offset any amounts payable as Delay Damages to Owner against any amount to be paid to Developer under this subsection. Developer shall require a consistent provision in the Construction Contract and Architect's Contract.

Section 9.03. Owner Default Event. The occurrence of any one or more of the following events (whether such event shall be voluntary or involuntary or come about or be effected by

operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) shall constitute an “Owner Default Event”:

(a) Owner shall fail or refuse to pay Development Costs (other than Development Cost Overruns) or to make any payment to Developer under Section 3.01 hereof in a manner and within the time required by this Agreement and such failure shall continue shall continue for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to Owner by Developer. In the case of any failure that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Developer, such failure shall not constitute an Owner Default Event if corrective action shall be instituted by Owner within the applicable period and diligently pursued until the failure shall have been corrected, cured, or remedied to the satisfaction of Developer (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(b) Owner shall fail to perform or cause to be performed any other covenant, condition, or provision on its part herein contained within the time period required by this Agreement and such failure shall continue for a period of thirty (30) days after written notice specifying such failure and requesting that it be corrected, cured, or remedied shall have been given to Owner by Developer. In the case of any failure that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Developer, it shall not constitute an Owner Default Event if corrective action shall be instituted by Owner within the applicable period and diligently pursued until the failure shall have been corrected, cured, or remedied to the satisfaction of Developer (but in no event shall the cure period exceed ninety (90) days from the expiration of the initial thirty (30) day period);

(c) Any representation or warranty made by Owner in any statement or certificate furnished to Developer in connection with this Agreement shall prove to have been inaccurate in any material respect as of the date of the issuance or making thereof and shall not have been corrected within thirty (30) days after written notice specifying such inaccuracy and requesting that it be corrected, cured, or remedied shall have been given to Owner by Developer. In the case of any such inaccuracy that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Developer, it shall not constitute an Owner Default Event if corrective action shall be instituted by Owner within the applicable period and diligently pursued until the inaccuracy shall have been corrected, cured, or remedied to the satisfaction of Developer (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(d) The occurrence of a default or an event of default under any Construction Loan Document, not resulting from a Developer Default Event, and the continuation thereof beyond any cure or grace period provided therein;

(e) Owner shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any Debtor Relief Law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of, or taking possession by, any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing; or

(f) An involuntary case or other proceeding shall be commenced against Owner seeking liquidation, reorganization or other relief with respect to it or its debts under any Debtor Relief Law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days; or an order for relief shall be entered against Owner under the federal bankruptcy laws as now or hereafter in effect.

#### Section 9.04. Developer's Remedies.

(a) Upon the occurrence of an Owner Default Event for failure to pay Development Costs, Developer shall have the right, in addition to any other rights Developer may now or hereafter have at law or in equity or by statute, to terminate this Agreement and Owner covenants and agrees to pay to Developer amounts for which Developer is responsible, including, without limitation, work or materials currently in place or ordered, but not yet paid for by Owner (plus applicable fees thereon), any sums Developer is responsible to pay General Contractor under the Construction Contract or any other Consultants under any other Contract Documents, plus any remaining unpaid amount of the Development Fee that would have been earned had the Project been fully completed.

(b) For any Owner Default Event (other than failure to pay Development Costs), Developer shall be entitled to pursue any other remedies at law or in equity other than termination of this Agreement with the understanding that neither the occurrence of an Owner Default (other than Owner's failure or refusal to pay Development Costs or the Development Fee after the expiration of any applicable cure or grace period) nor the pendency of a Claim constitute grounds for the suspension of performance by Developer, in whole or in part unless Developer is excused from performance in writing by Lender and District.

(c) In order to entitle Developer to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 9.05. Force Majeure Event. No Party shall be in default under this Agreement to the extent that such Party's performance is delayed or otherwise made impossible or impracticable by a Force Majeure Event. Developer shall not be required to incur any cost or expense as a result

of a Force Majeure Event, and time frames required for performance hereunder shall be extended in accordance with Section 4.03 hereof during the pendency of any Force Majeure Event. Developer shall advise Owner and District of any Force Majeure Event promptly after receiving notice thereof. In the event that Developer shall fail to advise Owner or District of such Force Majeure Event within thirty (30) days after receiving notice thereof, its rights to claim such event shall be deemed waived.

ARTICLE X  
MISCELLANEOUS

Section 10.01. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, supersedes all prior negotiations, representations, understandings and agreements of, by or among the Parties, express or implied, oral or written which are fully merged herein. The express terms of this Agreement control and supersede any course of performance and/or customary practice inconsistent with any such terms. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement unless such agreement is in writing and signed by the Party against whom enforcement of such change, modification, discharge or abandonment is sought.

Section 10.02. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall be deemed personal to Developer, Owner, and District and, as such, may not be assigned by any Party without the prior written approval of the other Parties, which approval may be withheld in such Parties' absolute and sole discretion; *provided, however*, that this Agreement may be collaterally assigned by Owner as security financing on the Project. Developer shall continue to perform its obligations under this Agreement following any such assignment, *provided* Developer continues to receive its Development Fee and funding for the Project continues. Notwithstanding the forgoing, Developer may also assign this Agreement, without the approval of the other Parties, to an Affiliate of Developer.

Section 10.03. Notices. All notices required or permitted to be given under this Sublease shall be in writing and shall be deemed given and received: (i) one Business Day after deposit prepaid with a reputable overnight courier; (ii) upon personal delivery during regular business hours of the recipient; (iii) upon transmission via email during regular business hours of recipient, with a confirmation copy mailed by first class mail, postage prepaid, addressed to the other Parties' address; or (iv) by mail, postage prepaid, to the address of the Parties listed below by depositing the same with the United States Postal Service, to be effective three (3) days after mailing:

(a) If to Owner at:                   Healthy Community Education Partners, Inc.  
                                                  ATTN: Vicki Lake  
                                                  111 E. Main Street, Ste. 201  
                                                  Jackson, TN 38301  
                                                  Email: vicki.lake@wth.org

with copy to:                           Spragins, Barnett & Cobb, PLC

ATTN: Nicholas B. Latimer  
312 East Lafayette Street  
Jackson, TN 38301  
Email: nbl@spraginslaw.com;

(b) if to District at: Jackson-Madison County School System  
ATTN: Superintendent  
310 North Parkway  
Jackson, TN 38305  
Email: trwashington@jmcoss.org

with copy to: Rainey, Kizer, Reviere & Bell, P. L. C.  
ATTN: Dale Thomas  
209 East Main Street  
Jackson, TN 38301  
Email: dthomas@raineykizer.com; and

(c) if to Developer at: Healthy Community, LLC  
ATTN: Pete Evans  
65 Union Avenue, 12th Floor  
Memphis, TN 38103  
Email: pevans@henryturley.com

&

ATTN: Lance Henderson  
65 Union Avenue, 12th Floor  
Memphis, TN 38103  
Email: lhenderson@henryturley.com

with copy to: Martin, Tate, Morrow & Marston, P.C.  
ATTN: Clayton C. Purdom  
6410 Poplar Avenue, Suite 1000  
Memphis, TN 38119  
Email: cpurdom@martintate.com

The Party to receive notices and the place notices are to be sent for any Party may be changed by notice given pursuant to the provisions of this Section.

Section 10.04. No Waiver. Neither the failure nor any delay on the part of any Party to this Agreement to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege operate as a waiver with respect to

any other such occurrence. No waiver shall be effective unless it is in writing and is signed by the Parties asserting such waiver.

Section 10.05. Time. The Parties acknowledge and agree that time is of the essence in the performance of this Agreement.

Section 10.06. Limited Third-Party Beneficiary Rights. This Agreement is made solely and specifically between and for the benefit of the Parties, and their respective successors and permitted assigns, subject to the express provisions hereof relating to successors and assigns, and, except as expressly set forth below, no other Person shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

Section 10.07. Non-Exclusive Remedies. Except as otherwise provided herein, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every such remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. It is expressly agreed that the remedy at law for breach by any of the Parties for its obligations hereunder is inadequate in view of the complexities and uncertainties in measuring the actual damages that would be sustained by reason of any Party's failure to comply fully with each of such obligations. Accordingly, the obligations of each Party are expressly made enforceable by specific performance, except as otherwise specifically provided herein.

Section 10.08. Additional Acts. In connection with this Agreement and the transactions contemplated hereby, the Parties each agree to execute and deliver such additional documents and instruments and take all such necessary action and perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement.

Section 10.09. Severability. The provisions of this Agreement are independent of and separable from each other, and no provisions shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other provision may be invalid or unenforceable in whole or in part.

Section 10.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected on this Agreement as the signatories.

Section 10.11. Captions. The captions in this Agreement are inserted for convenience of reference, they form no part of this Agreement and shall not affect its interpretation.

Section 10.12. Waiver of Jury Trial. THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY FOR ANY LITIGATION ARISING WITH RESPECT TO THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT.

Section 10.13. Waiver of Special Damages. Notwithstanding anything in this Agreement that may be to the contrary, all Claims, demands, losses and damages assertible by any of the Parties against the other in any suit or cause of action arising out of or relating to this Agreement are limited to direct, proximately caused damages, and exclude all special, consequential or indirect damages including, without limitation, business loss or interruption and lost profit.

Section 10.14. Relationship Between Parties. The relationship of the Parties shall be limited to the development and construction of the Project as described herein. Nothing herein shall be deemed to create a partnership or joint venture between or among the Parties, or to authorize any Party to act as general agent (as opposed to any specific agency relationship created by this Agreement) for any other Party.

Section 10.15. Authorized Representatives. Any consent, approval, authorization or other action required or permitted to be given or taken under this Agreement by Developer, Owner or District, as the case may be, shall be given or taken only by Developer Representative, Owner Representative, or District Representative, respectively. Any Party may from time to time designate other or replacement authorized representatives to the other Parties. The written statements and representations of Developer Representative, Owner Representative, or District Representative shall be binding upon the Party for whom such person is an authorized representative, and the other Parties shall have no obligation or duty whatsoever to inquire into the authority of any such representative to take any action which he or she proposes to take.

Section 10.16. Governing Law. This Agreement shall be governed, construed, performed and enforced in accordance with the laws of the State, exclusive of its choice of law principles.

Section 10.17. Change in Law. If it is the reasonable opinion of counsel of any Party, that, due to new or existing Applicable Law, that any activity contemplated by this Agreement shall not comply, or is not reasonably likely to be found by a court with applicable authority to comply with Applicable Law, then the Parties shall negotiate in good faith to attempt to alter their legal relationship to comply with Applicable Law while preserving the material terms of this Agreement.

Section 10.18. Attorney's Fees. In any lawsuit or injunctive proceeding between the Parties concerning any part of this Agreement or the rights and duties of any Party, the Party prevailing in the matter (as determined by the court) shall be entitled to recover its reasonable attorneys' fees, expert costs, and court costs, to the extent permitted by Applicable Law, including, without limitation, reasonable attorney's fees and costs related to any post-judgment collection or enforcement proceedings.

Section 10.19. Venue. Venue for any litigation between the Parties that relates to or arises out of this Agreement or its breach shall be exclusively in a trial court in the County or in the

Federal District Court that includes within it the County, with the Parties expressly waiving any rights to begin, defend, or remove any such litigation in any other forum or venue.

Section 10.20. Amendment. This Agreement may not be modified, amended or terminated in whole or in part in any manner other than by an agreement in writing duly signed by the Parties.

Section 10.21. Exhibits Incorporated. All of the Exhibits attached to this Agreement are a part of this Agreement and are incorporated herein by reference as fully as if copied herein verbatim.

***[The remainder of this page is intentionally left blank.]***

**DEVELOPMENT AGREEMENT**

(Madison Academic)

**IN WITNESS WHEREOF**, Developer, Owner, and District have caused this Agreement to be signed in their names by their duly authorized representatives and delivered as their act and deed, intending to be legally bound by its terms and provisions.

**DEVELOPER:**

HEALTHY COMMUNITY LLC, a Tennessee limited liability company

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

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

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

**OWNER:**

HEALTHY COMMUNITY EDUCATION PARTNERS, INC., nonprofit public benefit corporation of the State of Tennessee

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

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

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

**DISTRICT:**

JACKSON-MADISON COUNTY SCHOOL SYSTEM, a governmental entity and political subdivision of the state of Tennessee

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

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

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

**DEVELOPMENT AGREEMENT**  
(Madison Academic)

**EXHIBIT "A"**

Description of the Land

The following described property lying in the City of Jackson, Madison County, Tennessee and being a portion of the property as shown on Tax Map 77L, Group D, Parcel 1.00 in the Assessor's Office of Madison County, Tennessee, and described in Deed Book 711 Page 1156 in the Register's Office of Madison County, Tennessee and being more particularly described as follows:

**BEGINNING** at a half inch rebar found in the east margin of Lambuth Blvd., being 30 feet from center and at the northeast corner of The City of Jackson property as described in Deed Book 700 Page 386 in the Register's Office of Madison County, Tennessee having Tennessee State Plane Coordinates of N 481098.69 E 1128483.71; Runs thence with north line of The City of Jackson property, North 86 degrees 43 minutes 45 seconds West a distance of 190.50 feet to a crows foot painted on the concrete; Runs thence with the west lines of the City of Jackson, William Harry Moore Trust (Deed Book 750 Page 671), Juxtified LLC (Deed Book 749 Page 13), Chris Strong (Deed Book 747 Page 1625), South 03 degrees 20 minutes 08 seconds West a distance of 252.92 feet to an iron pin found in Chris Strong's north line as described in Deed Book 752 Page 729; Runs thence with the north lines of Chris Strong, Linda S. Laney Living Trust (Deed Book 709 Page 102), Lee Bishop (Deed Book 703 Page 1700, North 84 degrees 04 minutes 28 seconds West a distance of 150.41 feet to a 1 inch iron pipe found at William Matlock's northeast corner as described in Deed Book 701 Page 1031; Runs thence with the north lines of Matlock and then Joan Wilson Trust (Deed Book 733 Page 166), North 86 degrees 35 minutes 55 seconds West a distance of 94.82 feet to a fence post; Runs thence with an interior line of the Wilson tract, South 03 degrees 47 minutes 19 seconds West a distance of 4.92 feet to a 5/8 inch iron rod found; Runs thence North 87 degrees 44 minutes 41 seconds West a distance of 25.00 feet to a 5/8 inch iron rod found at Juxtified LLC's north east corner as described in Deed Book 748 Page 1582; Runs thence with Juxtified LLC's north line, North 85 degrees 06 minutes 29 seconds West a distance of 89.47 feet to a half inch rebar set, with identification cap stamped Surveying Services (typical of all iron pins set); Runs thence with a new division line as of this survey as follows, North 03 degrees 33 minutes 08 seconds East a distance of 373.80 feet to a PK Nail set; Runs thence North 86 degrees 08 minutes 24 seconds east a distance of 32.25 feet to an iron pin set; Runs thence South 86 degrees 44 minutes 30 seconds East a distance of 130.56 feet to an iron pin set; Runs thence North 03 degrees 16 minutes 15 seconds East a distance of 6.00 feet to an iron pin set; Runs thence South 86 degrees 44 minutes 30 seconds East a distance of 201.38 feet to an iron pin set; Runs thence North 03 degrees 20 minutes 08 seconds East a distance of 188.18 feet to an iron pin set in the south margin of Maple Street (20 feet from the centerline; Runs thence with the south margin of Maple Street, South 86 degrees 44 minutes 11 seconds East a distance of 184.69 feet to the intersection of the west margin of Lambuth Blvd.; Runs thence with the west margin of Lambuth Blvd., South 03 degrees 20 minutes 08 seconds West a distance of 323.50 feet to the **Point of Beginning** containing **4.53 acres** as surveyed by Surveying Services, Inc., 41 Heritage Square, Jackson, Tennessee 38305 (731-664-0807).

**INCLUDED** with this property is a **10 foot Drainage Easement** lying 5 feet on either side of the following described centerline; Beginning in the south margin of Maple Street (20 feet from the centerline) and being, as measured along the south margin of Maple Street, 398.61 feet west of the west margin of Lambuth Blvd (30 feet from the centerline); Runs thence with an existing pipe, South 3 degrees 19 minutes 20 seconds West 162.67 feet to an existing Inlet; Runs thence with an existing pipe, South 11 degrees 24 minutes 45 seconds West 31.85 feet to the north line of the above 4.53 acre tract.

TOGETHER WITH, the non-exclusive right to utilize the roadways constructed on Grantor's adjacent land (the "Access Roads") for access from the Property to North Fairgrounds Street. The Access Roads are currently described in Exhibit A-1 attached hereto, but may be relocated at Grantor's option so long as at least two 30' wide roads are provided to allow for access from the Property across Grantor's adjacent Land to North Fairgrounds Street. In such event, the Parties shall record an amendment to this Deed recognizing the new location.

BEGINNING at a stake in the west margin of Lambuth Boulevard (formerly Long Street) and in the south margin of Strock Street, runs thence West with the south margin of Strock Street one hundred ninety (190) feet to a stake on a ten foot alley; thence South fifty (50) feet to a stake in the northwest corner of Lot No. 3 of the Strock Addition to the City of Jackson; thence East one hundred ninety (190) feet to the west margin of Lambuth Boulevard; thence North with the west margin of Lambuth Boulevard fifty (50) feet to the beginning. BEING Lot 4 of said Strock Addition to the City of Jackson, appearing of record in Plat Book 1, at Page 29, in the Register's Office of Madison County, Tennessee.

BEING the same property conveyed to Jackson Community Redevelopment Agency (Jackson CRA), a public instrumentality created by the City of Jackson by Quitclaim Deed of record in Deed Book 704, Page 1472, in the Register's Office of Madison County, Tennessee.

**DEVELOPMENT AGREEMENT**  
(Madison Academic)

**EXHIBIT "B"**

Development Budget

**Healthy Community, LLC**  
**Jackson Schools Project 1/29/2020**

<b>Madison Academic</b>
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<u>Item</u>	<u>Cost</u>
Square Footage	58,800
Land	
Construction Cost Costs	12,599,875
Architecture & Engineering	669,854
Legal, Accounting & Consulting	53,094
Closing Fees & Expenses	50,746
Construction Oversight Fee	125,999
Development Fee	279,973
<b>Total Project Cost</b>	<b>13,779,541</b>

## **DEVELOPMENT AGREEMENT**

(JCM)

### **EXHIBIT "C"**

#### **DEVELOPER'S INSURANCE**

A. The insurance coverage required under this Agreement shall be written by reputable insurance companies that are financially sound and solvent and legally qualified to issue such insurance in the State. Any insurance company selected by Developer shall be rated in A.M. Best's Insurance Guide or any successor thereto (or if there be none, an organization having a similar national reputation) and shall have a general policyholder rating of "A" (or comparable rating for a rating by an organization other than A.M. Best) and a financial rating of a least "X" (or comparable rating for a rating by an organization other than A.M. Best). Developer shall provide and maintain in force the following minimum insurance coverage, which shall be limited to Developer's activities with respect to the Project and shall not cover Developer's non-Project related activities:

1. Worker's Compensation (statutory amount);
2. Employer's Liability (\$1,000,000 per accident or disease);
3. Commercial General Liability (1993 ISO Occurrence Form or equivalent) (occurrence basis):

Bodily injury (including death) and property damage arising from premises and operations liability, products and completed operations liability (three years), personal injury and advertising liability, contractual liability, fire legal liability, blasting and explosion, collapse of structures, and underground damage liability;

per occurrence: \$1,000,000;

general aggregate: \$2,000,000.

4. Commercial Umbrella Excess Liability (occurrence basis):

per occurrence: \$3,000,000;

aggregate: \$3,000,000.

5. Professional Liability (claims-made basis):

per occurrence: \$1,000,000;

aggregate: \$2,000,000.

B. The Commercial General Liability and Commercial Umbrella Excess Liability policies shall include contractual liability coverage for liabilities assumed by Developer under this Agreement, subject to standard policy stipulations, and shall include endorsements naming Owner as an additional insured. The cost of all insurance required under this Agreement is agreed to be included in the Fixed Price.

C. Owner shall be furnished a Certificate(s) of Insurance with respect to said insurance upon execution of this Agreement. Each policy referred to herein shall provide that it will not be canceled, modified, or amended or its limits reduced or allowed to lapse without renewal, except after not less than thirty (30) days' prior written notice to Owner.

D. Developer shall bear all costs of all deductibles and shall be held responsible for any and all damages as may result from the failure of Developer to exercise its responsibilities as defined under this Agreement.

E. The Professional Liability Insurance shall provide coverage for Developer for acts or omissions of it and its Consultants and representatives who may be engaged in performing Services or other activities under or in connection with this Agreement.

F. Developer shall not violate or knowingly permit any violation of any conditions or terms of the policies of insurance required of Developer under this Agreement. In the event Developer neglects, refuses, or fails to provide or maintain any of the insurance required hereunder or if such insurance is canceled, ceases, or expires for any reason, Owner shall have the right, but not the duty, to procure or maintain the same. In the event Owner does procure or maintain such insurance, Owner shall have, in addition to any and all other available remedies, the right to recover from Developer (including the right of set-off against sums otherwise due Developer) all of the costs associated with procuring or maintaining such insurance.

G. Owner or District may require Developer at any time, and from time to time, during the Term, to obtain and maintain in force additional insurance with coverage or limits in addition to those above-described; *provided, however*, the additional premium cost of any such additional insurance required by Owner shall be borne by Owner, and Developer shall arrange to have such costs billed separately and directly to Owner by the insuring carrier(s).

H. Owner may purchase and maintain such other insurance as it may deem appropriate. No purchase of any such insurance by Owner shall in any way be deemed to alter or amend the rights or responsibilities of Owner or Developer under this Agreement.

I. The Parties agree that Owner and District will be held harmless by Developer for any loss or damage to sheds, tools, equipment, property, and materials of Developer, Consultants, and their respective agents and employees, it being understood that Developer may, at its own expense, carry any insurance which may be required to provide the necessary protection against such loss or damage.

J. Developer shall purchase and maintain or cause to be purchased and maintained builder's risk property insurance upon the Project for the full cost of replacement (or the Fixed Price, whichever is greater) at the time of loss and written on a 1991 Causes of Loss - Special

Form, or its equivalent. This insurance shall include as insureds Owner, Developer, and District, as their interest may appear, and shall insure against loss from the periods of Fire and Extended Coverage, including flood and earthquake, and the value of related soft costs as confirmed by Owner's insurance administrator. The builder's risk policy shall be made payable to Owner.

K. The Parties acknowledge that all of the foregoing provisions requiring Developer to carry insurance shall not be construed as in any manner waiving or restricting the liability of Developer as to any obligations imposed under this Agreement.

**DEVELOPMENT AGREEMENT**  
(Madison Academic)

**EXHIBIT "D"**

Project Schedule

[attached]

**DEVELOPMENT AGREEMENT**  
(Madison Academic)

**EXHIBIT "E"**

Development Team

Pete Evans  
Henry Turley Company  
Email: [pevans@henryturley.com](mailto:pevans@henryturley.com)  
Phone : (901) 674-1335

Lance Henderson  
Henry Turley Company  
Email: [lhenderson@henryturley.com](mailto:lhenderson@henryturley.com)  
Phone: (901) 255-2125

Chris W. Alexander  
Healthy Community, LLC  
Email: [chris@healthycommunityllc.com](mailto:chris@healthycommunityllc.com)  
Phone: (731) 554-2079

Hal Crocker  
Healthy Community, LLC  
Email: [hal@crockerconstruction.com](mailto:hal@crockerconstruction.com)  
Phone: (731) 554-2079

**DEVELOPMENT AGREEMENT**  
(Madison Academic)

**EXHIBIT “F”**

Madison Academic School Project Responsibility Matrix

[attached]

Exhibit E

**Madison High School  
Project Responsibility Matrix  
and Clarifications**

Legend		
JMCSS=Jackson Madison County School System	ARCH= Architects	HCP= Healthy Community Education Partners
CM=Construction Manager	CE=Civil Engineer	JMCSSLVSUB= JMCSS Low Voltage Sub CM Note 2
CMSC= Construction Manager Sub-Contractor	EE= Electrical Engineer	EC= Electrical Contractor
CRA=Jackson Community Redevelopment Agency	ME=Mechanical Engineer	

Date 2/06/2020

Line	Description	Design Responsibility	Budgeting	Material Provided By	Installation By	Funding Source	Notes
1	General						
2	Permits	-	CM	CM	-	HCP DEV	
3	Builders Risk Insurance	-	CM	CMSC	CMSC	HCP DEV	
4	Temporary Rest Rooms	-	CM	CMSC	SMSC	HCP DEV	
5	Utilities	-	CM	CMSC	CMSC	HCP DEV	
6	Site Mowing	-	CM	CM	CM	HCP DEV	
7	Temporary Signage	CM/ARCH/JMCSS/CRA	CM	CMSC	CMSC	HCP DEV	
8							
9							
10	Site Work						
11	Demolition	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
12	Grading	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
13	Storm Drain Piping	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
14	Erosion Control/Reporting	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
15	Temporary Fencing	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
16	Fencing	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
17	Site Concrete Curb & Gutter	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
18	Concrete Sidewalks	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
19	Asphalt Paving/Stripping	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
20	Site Furniture	ARCH/CE	ARCH/JMCSS	CM/CMSC	CM/CMSC	HCP DEV	
21	Flag Pole	ARCH/CE	CM/CMSC	CM	CM	HCP DEV	
22	Monument Sign	ARCH/JMCSS	ARCH/JMCSS	CM/CMSC	CM/CMSC	JMCSS	1
23	Wall Signage	ARCH/JMCSS	Allowance	CM/CMSC	CM/CMSC	HCP DEV	
24	Digital Sign power/communication conduit	ARCH/CE/EE/JMCSS	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
25	Digital Sign	JMCSS	JMCSS	CM/CMSC	CM/CMSC	JMCSS	1
26	Landscaping	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
27	Irrigation System	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
28	Irrigation Meter	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
29	Termite Treatment	ARCH	CN/CMSC	CMSC	CMSC	HCP DEV	
30							
31	Concrete	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
32							
33	Masonry	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
34							
35	Metals	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
36							
37	Carpentry	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
38	Blocking	ARCH/SE	CM	CM	CM	HCP DEV	
39	Cabinetry	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
40							
41	Moisture Protection						
42	Roof	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
43	Fluid Applied Barrier	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
44	Insulation	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
45	Joint Sealants	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
46							
47	Doors/Windows						
48	Doors/Hardware	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
49	Storefront	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
50	Colling Doors	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
51							
52	Finishes						
53	Drywall	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
54	Paint	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
55	Floor Covering	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
56	Tile	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
57	Acoustical Ceilings	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
58	Sprayed Ceilings	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
59	Decorative Acoustical Panels	ARCH	CM/CMSC	JMCSS	JMCSS	JMCSS	
60							
61	Specialties						
62	Fire Extinguishers/Cabinets	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	

Exhibit E

**Madison High School  
Project Responsibility Matrix  
and Clarifications**

Legend		
JMCSS=Jackson Madison County School System	ARCH= Architects	HCP= Healthy Community Education Partners
CM=Construction Manager	CE=Civil Engineer	JMCSSLSUB= JMCSS Low Voltage Sub CM Note 2
CMSC= Construction Manager Sub-Contractor	EE= Electrical Engineer	EC= Electrical Contractor
CRA=Jackson Community Redevelopment Agency	ME=Mechanical Engineer	

Date 2/06/2020

Line	Description	Design Responsibility	Budgeting	Material Provided By	Installation By	Funding Source	Notes
63	ADA RR Partitions & Signage	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
64	Door/Room ADA Signage	ARCH/JMCSS	CMSC	CMSC	JMCSS	HCP DEV	
65							
66	Elevator	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
67							
68	Furniture/Fixtures						
69	Furniture/Lab Cabinets/Counters	ARCH	ARCH	JMCSS	JMCSS	JMCSS	
70	Class Room Storage Casework	ARCH	CM	CMSC	CMSC	JMCSS	
71	Window Blinds	ARCH	CM	JMCSS	JMCSS	JMCSS	
72	Defibrillator & Cabinets	ARCH	CM	JMCSS	CM	JMCSS	
73	Smart Boards	JMCSS	JMCSS	JMCSS	JMCSS	JMCSS	
74	Kitchen Equipment	JMCSS	CM/JMCSS	JMCSS	HCP DEV	JMCSS	3
75	HVAC						
76	HVAC Roof Curbs	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
77	Mechanical Units	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
78	Duct Work	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
79	Lab Exhaust	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
80	Gas Piping	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
81	Temporary Heat/Cooling	CM/CMSC	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
82							
83	Plumbing						
84	Building Meter	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
85	Landscaping Meter	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
86	Underground Service	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
87	Building Plumbing	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
88	Plumbing Fixtures	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
89	Temp Hose Bibbs for Construction						
90							
91	Fire Sprinklers						
92	Sprinkler System	ME/CMSC	CM/CMSC	CMSC	CMSC	HCP DEV	
93							
94							
95	Electrical						
96	Electrical Service	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
97	Electrical Distribution	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
98	Lighting Fixtures	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
99	HVAC Power	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
100	Parking Lot Lights/Poles	ARCH/CE/EE	CM/CMSC	CMSC	CMSC	HCP DEV	
101	Temp Service	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
102	Power Distribution for Construction	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
103							
104							
105	Low Voltage - Fire Alarm System						2
106	Fire Alarm Control Panel	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
107	HVAC Smoke Detectors	EE/ME	CM/CMSC	CMSC MEC	CMSC MEC/EL	HCP DEV	
108	Smoke/Heat Detectors	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
109	Early Smoke Detection Hardware	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
110	Water Flow Detectors	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
111	Horns, Strobes, Horn/Strobe Combinations	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
112	Control Modules	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
113	Monitor Modules	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
114	Conduit Systems for Fire Alarm System	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
115	120 VAC Power Circuits for Fire Alarm Control Panel	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
116							
117							
118	Low Voltage - Data and Communications Cabling					JMCSS	2
119	Fiber Risers	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSS	
120	Fiber Riser Pathways	EE	CM	EC	EC	HCP DEV	
121	Multi-Pair Copper Risers	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSS	
122	Copper Riser Pathways	EE	CM	EC	EC	HCP DEV	
123	Fiber Patch Panels	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSS	
124	Fiber Patch Cords	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSSLSUB	JMCSS	

Exhibit E

**Madison High School  
Project Responsibility Matrix  
and Clarifications**

Legend		
JMCSS=Jackson Madison County School System	ARCH= Architects	HCP= Healthy Community Education Partners
CM=Construction Manager	CE=Civil Engineer	JMCSSLVSub= JMCSS Low Voltage Sub CM Note 2
CMSC= Construction Manager Sub-Contractor	EE= Electrical Engineer	EC= Electrical Contractor
CRA=Jackson Community Redevelopment Agency	ME=Mechanical Engineer	

Date 2/06/2020

Line	Description	Design Responsibility	Budgeting	Material Provided By	Installation By	Funding Source	Notes
125	Multi-Pair Copper Punch Down Panels	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
126	Category 6/6a Horizontal Cabling	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
127	Category 6/6a RJ 45 Jacks and Wall Plates	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
128	Category 6/6a Wall Boxes/Stub Up Conduit	EE	CM	EC	EC	HCP DEV	
129	Category 6/6a Floor Boxes and Conduit	EE	CM	EC	EC	HCP DEV	
130	Category 6/6a Patch Panels	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
131	Category 6/6a Patch Cords	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
132	Ladder Rack Inside Data/Comm Rooms	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
133	Patch Panel/Equipment Racks	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
134	Power Distribution Units for Racks	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
135	Cable Management Components for Racks	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
136	Fire Stop Appliances	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
137	Cable Tray	EE	CM/CMSC	EC	EC	HCP DEV	
138	Bonding/Grounding System	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
139							
140							
141	<b>Low Voltage - Security System</b>					JMCSS	2
142	Indoor Fixed IP Cameras	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
143	Indoor PTZ IP Cameras	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
144	Outdoor Fixed IP Cameras	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
145	Outdoor PTZ IP Cameras	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
146	Category 6 Cabling from IDF to Camera	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
147	Fiber from IDF to Camera where Applicable	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
148	120 VAC Power to PTZ Cameras where Applicable	JMCSSLVSub	CM	EC	EC	HCP DEV	
149	Category 6 and/or Fiber Patch Panels	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
150	Software Licenses for Cameras and/or Access	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
151	Fiber Patch Cords	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
152	Category 6 Patch Cords	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
153	Card Readers	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
154	Access Control Controllers	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
155	120 VAC Power to Access Control Controllers	JMCSSLVSub	CM	EC	EC	HCP DEV	
156	Egress Devices (Infrared, Push Button, Etc.)	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
157	Locking Hardware	ARCH	CM	Door/Hardware	Door/Hardware	JMCSS	
158	Door Hold-Open Devices	ARCH	CM	Door/Hardware	Door/Hardware	JMCSS	
159	Conduit from Cable Tray to Inaccessible Locales	EE	CM	EC	EC	HCP DEV	
160	Wall and/or Ceiling Boxes for Cameras/Readers	EE	CM	EC	EC	HCP DEV	
161	Alarm Panels	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
162	Alarm Device-Motion Detectors	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
163	Alarm Device-Glass Break Detectors	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
164	Alarm Device-Magnetic Door Position Switches	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
165	Alarm Device-Panic Buttons	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
166	Rough-In/Conduit for Alarm Devices	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
167	120 VAC Power to Alarm Panels	EE	CM	EC	EC	HCP DEV	
168	Security Monitors	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
169	Bonding/Grounding System	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
170							
171							
172	<b>Low Voltage - Local Area Network (Wired and Wireless)</b>					JMCSS	2
173	Core Network Switches (if applicable)	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
174	Edge Switches	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
175	Fiber Modules	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
176	Wireless Controller	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
177	Wireless Access Points	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
178	Rack Mounted UPS	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
179							
180							
181	<b>Low Voltage - VoIP Telephony System</b>					JMCSS	2
182	Call Manager Appliance	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
183	VoIP Handsets	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
184	VoIP 802.11 Phones	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
185	Conference Room Phones	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
186							

**Exhibit E**

<b>Madison High School Project Responsibility Matrix and Clarifications</b>	<b>Legend</b>					
	JMCSS=Jackson Madison County School System	ARCH= Architects	HCP= Healthy Community Education Partners			
	CM=Construction Manager	CE=Civil Engineer	JMCSSLVSub= JMCSS Low Voltage Sub CM Note 2			
	CMSC= Construction Manager Sub-Contractor	EE= Electrical Engineer	EC= Electrical Contractor			
CRA=Jackson Community Redevelopment Agency	ME=Mechanical Engineer					

Date 2/06/2020

Line	Description	Design Responsibility	Budgeting	Material Provided By	Installation By	Funding Source	Notes
187							
188	<b>Low Voltage - Copper Wire Telephony System</b>						2
189	2 wired lines for Sprinkler Monitoring	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
190							
191	<b>Low Voltage - Audio Visual System</b>					JMCSS	2
192	Display Kiosks	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
193	Wall and/or For Boxes for Display Kiosks	JMCSSLVSub	CM	EC	EC	HCP DEV	
194	Conduit from Boxes to Accessible Space	JMCSSLVSub	CM	EC	EC	HCP DEV	
195	Digital Signage Displays	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
196	Multi-Use/Conference Room Displays	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
197	Wall Boxes for Displays	JMCSSLVSub	CM	EC	EC	HCP DEV	
198	Conduit from Boxes to Accessible Space	JMCSSLVSub	CM	EC	EC	HCP DEV	
199	Conference Room Projectors/Monitors	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
200	Video Conferencing Systems	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
201	Conference Room Control Panels	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
202	Presentation Lecterns	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
203	Multi-Media Connection Plates	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
204	Wall and/or Floor Boxes for Multi-Media Plates	JMCSSLVSub	CM	EC	EC	HCP DEV	
205	Conduit from Boxes to Accessible Space	JMCSSLVSub	CM	EC	EC	HCP DEV	
206	Overhead Paging (Intercom)	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
207	Video Conferencing Equipment	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
208							

Notes:

- The contract includes an allowance for building signage. The priorities for these funds will be wall signage (including address) then any amount remaining will be applied to the monument sign.
- JMCSS is considering a program to contract with one company to manage the installation and management of all Low Voltage Systems in JMCSS facilities system wide. This being the case the only low voltage systems/equipment included in this contract is the Fire Alarm (required for certificate approval) and cable trays/conduits/pathways for LV Cables
- JMCSS has access to funds provided by the USDA to fund the Kitchen Equipment. Said equipment is not included in this contract.
- Light fixtures Type B are to be replaced with Type A fixtures.
- In room 128 the hard ceiling will be replaced with a 2x2 acoustical ceiling as requested by JMCSS. The lighting fixtures in this room (H1, H2, and H3) will be changed to a high bay version of Type A fixture.

**DEVELOPMENT AGREEMENT**  
(Madison Academic)

**EXHIBIT "G"**

Performance Bond and Payment Bond

[to be attached]

**DEVELOPMENT AGREEMENT  
(MADISON ACADEMIC)**

**FOR**

**MADISON ACADEMIC SCHOOL PROJECT**

**BY AND BETWEEN**

**HEALTHY COMMUNITY, LLC,  
A TENNESSEE LIMITED LIABILITY COMPANY**

**AND**

**HEALTHY COMMUNITY EDUCATION PARTNERS, INC.,  
A NONPROFIT PUBLIC BENEFIT CORPORATION OF THE STATE OF TENNESSEE**

**AND**

**JACKSON-MADISON COUNTY SCHOOL SYSTEM,  
A GOVERNMENTAL ENTITY AND POLITICAL SUBDIVISION OF THE STATE OF TENNESSEE**

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Dated as of \_\_\_\_\_, 2020

## DEVELOPMENT AGREEMENT

(Madison Academic)

This DEVELOPMENT AGREEMENT (Madison Academic) (this "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), by and between HEALTHY COMMUNITY, LLC, a Tennessee limited liability company ("Developer"); HEALTHY COMMUNITY EDUCATION PARTNERS, INC., a nonprofit public benefit corporation of the State of Tennessee ("Owner"); and JACKSON-MADISON COUNTY SCHOOL SYSTEM, a governmental entity and political subdivision of the state of Tennessee ("District" and together with District and Developer, collectively the "Parties" and each, a "Party").

WITNESSETH:

WHEREAS, District is interested in the wellbeing of its students and believes that there is both the need and demand for additional new and better educational opportunities for residents of Jackson, Madison County, Tennessee, and that it can play a valuable role in assisting with and facilitating the redevelopment and construction of quality public middle- and high-school educational institutions and related facilities for District students, and that such a role is consistent with its mission and purpose;

WHEREAS, the Jackson Community Redevelopment Agency, a public instrumentality created pursuant to the Community Redevelopment Act of 1998 (the "CRA") has as its purpose to identify and address issues of slum and blight through executing contracts, acquiring and disposing of real property, establishing tax incremental financing districts, and other programs and financial instruments to help stabilize, revitalize, and redevelop certain areas of Jackson, Madison County, Tennessee;

WHEREAS, the Parties and the City of Jackson, a political subdivision of the state of Tennessee ("City") entered into that certain Pre-Development Agreement dated June 26, 2019 (the "Pre-Development Agreement"), for pre-development activities in connection with the redevelopment and construction on the Land (defined herein) of a public educational institution and related facilities consisting of approximately 58,800 square feet of new and renovated construction, as further provided herein (the "Project");

WHEREAS, pursuant to the certain Prime Lease Agreement between CRA, as prime lessor, and Owner, as prime lessee, of even date herewith (the "Prime Lease"), CRA has leased to Owner certain real property located in Jackson, Madison County, Tennessee and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Land");

WHEREAS, CRA conveyed title to the Improvements (defined herein) on the Land to Owner pursuant to that certain Quitclaim Deed of record at Instrument No. \_\_\_\_\_ in the Register's Office of Madison County, Tennessee;

WHEREAS, consistent with the Pre-Development Agreement, Owner and District desire to retain the services of Developer for Project Construction (defined herein) and for oversight of Project Construction;

WHEREAS, Owner and District require the Project to be completed as provided in this Agreement by the Guaranteed Date (defined herein) and further require the total cost of the Project not exceed the Fixed Price (defined herein), all in accordance with the terms and conditions of this Agreement;

WHEREAS, Developer has agreed to complete the Project as provided in this Agreement by the Guaranteed Date in consideration for the Development Fee (defined herein) in accordance with the terms and conditions of this Agreement;

WHEREAS, simultaneously with the Effective Date, Owner, as sublessor, District, as co-sublessee, and City, as co-sublessee, will enter into a sublease agreement (the "Sublease") whereby Owner will lease to District and City the Project Site;

WHEREAS, the governing board of District approved the form of this Agreement and District's execution and delivery thereof pursuant to the action taken at such board's meeting held on \_\_\_\_\_, 2020;

WHEREAS, the obligations of the Parties under this Agreement are conditioned on the simultaneous closing of the Construction Loan (defined herein); and

WHEREAS, the Parties wish to enter into this Agreement to set forth their respective rights and obligations concerning the Project.

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

ARTICLE I  
DEFINITIONS; INTERPRETATION

Section 1.1. Interpretation. In this Agreement, unless a clear contrary intention appears:

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Person includes such Person's successors and assigns and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (c) reference to any gender includes the other gender;

(d) reference to any agreement, document or instrument means such agreement, document or instrument as amended, replaced, extended, restated, supplemented, or otherwise modified and in effect from time to time in accordance with the terms thereof;

(e) reference to any Applicable Laws means such Applicable Laws as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder and reference to any section or other provision of any Applicable Laws means that provision of such Applicable Laws from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;

(f) “herein”, “hereunder”, “hereof”, “hereto” and words of similar import shall be deemed references to the Agreement as a whole and not to any particular Article, Section, or other provision thereof; and

(g) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term.

Section 1.2. Accounting Terms. In the Agreement, unless expressly otherwise provided, accounting terms shall be construed and interpreted, and accounting determination and computations shall be made in accordance with GAAP.

Section 1.3. Legal Representation of the Parties. The Agreement was negotiated by the Parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring the Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof.

Section 1.4. Table of Contents; Titles and Headings. The table of contents, the titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 1.5. Defined Terms. Unless a clear contrary intention appears, terms defined herein have the respective indicated meanings when used herein:

Abnormal Weather Conditions. Severe or inclement weather conditions that substantially deviate from the average of the preceding five (5) year precipitation levels (e.g., rain, sleet, snow, or hail) or other climatic conditions (e.g., temperatures, wind, frost, and lightning) during the same time interval based on National Oceanic and Atmospheric Administration National Weather Service statistics for the locality of the Project Site and based on weather logs kept at the Project Site reflecting the effect of the weather on the progress in completing the Project.

Access and Utility Agreements: As defined in Section 8.07(c) hereof.

Additive Change Order: A Change Order which would result in an increase in the amount of any line item of the Development Budget.

Affiliate: With respect to any Person (a) each Person (a “Controlling Person”) that directly, or indirectly through one or more intermediaries, controls such Person or (b) each Person which is controlled by or is under common control with a Controlling Person. As used herein, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise.

Agreement: This Development Agreement by and between Developer, Owner, and District, as it may be amended, modified, and/or restated from time to time in accordance with the provisions hereof.

Applicable Laws: All federal, State, and local statutes, rules, guidelines, regulations (including Environmental Laws), ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof.

Approvals: All Permits, other permits, licenses, waivers, consents, approvals, entitlements, authorizations, registrations, qualifications, designations, declarations, and filings, which are necessary for the lawful construction, use, and operation of the Project.

Architect: LRK Inc., a Tennessee corporation. Architect is a Principal Consultant (and a Consultant).

Architectural Contract: That certain agreement by and between Developer and Architect with respect to the Project.

Bankruptcy Code: The Bankruptcy Code in Title 11 of the United States Code.

Business Day: Each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banks in Jackson, Tennessee, are generally authorized or obligated, by law or executive order, to close.

Casualty: An event of damage or casualty relating to any portion of the Project Site.

Certificate of Substantial Completion: That certificate of substantial completion, in a form substantially similar to AIA Document G704, prepared by Architect, subject to Owner’s and District’s approval (which shall not be unreasonably withheld or delayed) which shall establish responsibilities of Owner and Developer for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which General Contractor shall finish all Punch List Items attached thereto

Change Order: A written instrument signed by Developer, Architect, General Contractor, Owner, and District that modifies (except for Minor Field Changes and Code Compliance Changes) the Construction Documents.

Change Order Request: A written request for a modification to the Construction Documents either (a) from Developer to Owner or (b) from Owner to Developer.

City: The City of Jackson, Tennessee.

Claims: Any and all obligations, liabilities, losses, actions, suits, judgments, enforcement actions, proceedings, damages, penalties, fines, claims, demands, settlements, costs and expenses (including reasonable legal fees and expenses) of any nature whatsoever.

Code Compliance Change: Any modification of or amendment to the Construction Documents which is required by any Governmental Authority in connection with its review and inspection process and which also:

- (a) does not increase the total amount of the Development Budget;
- (b) does not extend the Guaranteed Date; and
- (c) does not materially reduce the value or utility of the Project or the mechanical, structural or architectural integrity thereof.

Completion Delay Event: Any actual delay in the completion of Developer's obligations under this Agreement that causes a delay in the critical path of the Project Schedule and is due to any (a) Significant Casualty (subject to Section 7.02 hereof); (b) Partial Condemnation which Developer reasonably expects to delay the completion of the Project beyond the Guaranteed Date; (c) Force Majeure Event (subject to Section 9.05 hereof); or (d) Owner Delay.

Condemnation: Any condemnation, requisition, confiscation, seizure or other taking or sale of the use of or title to the Project Site or any part thereof for any public or quasi-public purpose in, by or on account of any eminent domain proceeding or other action by any Governmental Authority or other Person under the power of eminent domain or otherwise or any transfer in lieu of or in anticipation thereof. A Condemnation shall be deemed to have occurred on the earliest of the dates that such use or title is taken or transferred.

Construction Budget: The sum of the Hard Cost Budget and the Soft Cost Budget delineated as such in the Development Budget, as the same may be revised in accordance with the provisions hereof.

Construction Contract: That certain construction management agreement by and between Developer and General Contractor for Project Construction in accordance with the Construction Documents.

Construction Documents: Collectively, the Plans and Specifications, the Construction Drawings, and the Change Orders.

Construction Drawings: The drawings, including schematic drawings, design development drawings, and construction drawings, prepared by Developer, General Contractor, Architect, or other Consultants and approved by Owner and District for Project Construction and any changes, modifications, or supplements thereto.

Construction Loan: That certain loan, including any NMTC Financing, provided by Lender pursuant to the Construction Loan Documents and used to finance the Development Costs for Construction of the Project in an amount as set forth in the Development Budget.

Construction Loan Documents: Those certain documents memorializing and securing the Construction Loan including, but not limited to a construction loan agreement, promissory note, mortgage and any other agreements, documents, or instruments evidencing, guarantying, securing or otherwise relating to the promissory note, or executed or delivered in connection with the Construction Loan, as such agreements, documents, and instruments may be amended, modified, extended, renewed or supplemented from time to time. In the event there is a conflict between the Construction Loan Documents on the one hand and this Agreement on the other hand, the Parties hereby agree that the Construction Loan Documents are to control.

Construction Oversight Agreement: That certain construction oversight agreement of even date herewith whereby Owner shall pay Henry Turley Company LLC the Construction Oversight Fee.

Construction Oversight Fee: The fee paid to Henry Turley Company LLC pursuant to and in accordance with the Construction Oversight Agreement in consideration of Henry Turley Company LLC's oversight of Project Construction.

Construction Phase: The period commencing with the date of Owner's delivery to Developer of a notice to proceed and ending on the Final Completion Date.

Consultant: Each Person (other than the Parties and their respective agents and employees) who contracts with, and is paid by or charges a fee to Developer, General Contractor, or both, to perform any duties or services relating to Project Construction. General Contractor and Architect are Principal Consultants (and Consultants). Contractors (other than General Contractor), and Suppliers are Consultants.

Contract Documents: Each contract and agreement relating to Project Construction entered into or to be entered into by Developer with Consultants, including, without limitation, the Construction Contract and the Architectural Contract, as each may be amended, modified, and/or restated from time to time.

Contractor: General Contractor, each subcontractor, and each sub-subcontractor providing work, labor, equipment, or materials under the Construction Budget and selected by Developer. Contractors (other than General Contractor) are Consultants.

County: The County of Madison, a political subdivision of the State.

CRA: The Jackson Community Redevelopment Agency, a public instrumentality created pursuant to the Community Redevelopment Act of 1998.

Debtor Relief Law: The Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect.

Deductive Change Order: A Change Order which would result in a decrease in the amount of any line item of the Development Budget.

Default: Any Event of Default or any condition, occurrence, or event which, after notice or lapse of time or both, would constitute an Event of Default.

Delay Damages: As defined in Section 4.02 hereof.

Developer: Healthy Community, LLC, a Tennessee limited liability company.

Developer Default: Any Developer Default Event or any condition, occurrence, or event which, after notice or lapse of time or both, would constitute a Developer Default Event.

Developer Default Event: As defined in Section 9.01 hereof.

Developer's Insurance: The insurance required to be maintained by Developer pursuant to this Agreement and as set forth in Exhibit "C" attached hereto and made a part hereof.

Developer Representative: The individual designated in writing by Developer to Owner and District as Developer's agent and contact for all purposes under this Agreement. When Developer's consent or approval is required hereunder, such consent or approval by Developer may be granted only by Developer Representative. The initial Developer Representative shall be, collectively, Pete Evans whose telephone number is (901) 527-2770 and email address is pevans@henryturley.com, and Lance Henderson whose telephone number is (901) 255-2125 and email address is lhenderson@henryturley.com.

Development Budget: As set forth in Exhibit "B" attached hereto and made a part hereof, the sum of (a) the Construction Budget and (b) the Development Fee, as the same may be revised in accordance with the provisions hereof.

Development Costs: All costs included in the Development Budget.

Development Cost Overruns: The amount, if any, by which the actual total Development Costs of the Project (as Finally Complete) exceeds the Fixed Price.

Development Fee: That portion of the Development Budget delineated as such therein, being the fee paid to Developer in accordance with the provisions of Section 3.01 hereof in consideration of the performance of the Services relating to the development of the Project.

District: Jackson-Madison County School System, a governmental entity and political subdivision of the state of Tennessee.

District Representative: The individual designated in writing by District to Owner and Developer as District's agent and contact for all purposes under this Agreement. The initial District Representative is Ray Washington whose telephone number is (731) 984-6023 and email address is trwashington@jmcass.org.

Dollars and "\$": Dollars in lawful currency of the United States of America.

Draw: As defined in Section 6.04 hereof.

Draw Request: As defined in Section 6.04 hereof.

Effective Date: The date set forth in the first paragraph of this Agreement.

Environmental Laws: Any present and future federal, state or local laws, common laws, ordinances codes, rules, orders, regulations, licenses, permits, governmental approvals, judgments, comfort letters, environmental deed restrictions, no further action letters, consent decrees, restrictions, or other requirements of, or legally binding agreement with, any Government Authority, in each case, relating to pollution, natural resources or wildlife, or the protection of human health, safety, the environment and natural resources, including laws relating to Hazardous Substances, reclamation of land and waterways, and emissions, discharges, Releases or threatened Releases of pollutants, contaminants, chemicals, or industrial, toxic or Hazardous Substances or wastes into the environment (including ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollution, contaminants, chemicals, or industrial, toxic or Hazardous Substances or wastes to the extent applicable to the relevant matter.

Event of Default: Any Developer Default Event or Owner Default Event.

Finally Complete and Final Completion: As defined in Section 4.04 hereof.

Final Completion Date: The date Final Completion is achieved.

Financial Closing: The closing of the Construction Loan.

Fixed Price: \$13,779,541.00, as the same may be revised in accordance with the provisions hereof.

Force Majeure Event: In reference to delays in the performance of obligations, that one or more of the following events (the existence of which at the Effective Date was not known, or would not reasonably have been expected to be discovered through the exercise of commercially reasonable due diligence, by Developer or any Consultant) have caused such delay: general strikes, acts of God, war, acts of terrorism, Abnormal Weather Conditions, Casualty, fire, storm, wind, flood, tornado, earthquake, explosions, government activities or inactivities directly interfering with Project Construction, any general inability to obtain labor or materials, civil commotion and enemy action, discovery of the presence of any Hazardous Substance on the Project Site, and Unforeseen Site Conditions; but excluding, in all cases, any event, cause or condition that results from an act or omission of Developer or any Consultant, a breach by Developer or any Consultant of its obligations, representations or warranties hereunder or under the Contract Documents, from Developer's or any Consultant's financial condition or failure to pay or from the bankruptcy or insolvency of Developer or any Consultant, or any event, cause or condition which could have been avoided or which could be remedied or mitigated through the exercise of commercially reasonable efforts or the commercially reasonable expenditure of funds or other commercially reasonable action, election or arrangement which would correct or resolve the impact of such event on Project Construction.

GAAP: Generally accepted accounting principles in the United States applied on a consistent basis.

General Contractor: Crocker Construction Company, Inc, a Tennessee corporation, selected by Developer with the prior written approval of Owner and District. General Contractor is a Principal Consultant (and a Consultant).

Governmental Authority: Any federal, State or other political subdivision thereof or any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

Governmental Charges: All real estate taxes and assessments, and water and sewer charges and the cost of other utilities, together with, general and special, ordinary and extraordinary, unforeseen as well as foreseen, assessments, impositions, costs, fees, and other charges levied against or relating to, any part of the Project Site, which shall become due and payable during the Term.

Guaranteed Date: The date as of which the Project is required to be Substantially Complete in accordance with the provisions of Section 4.02 hereof and as shown in the Project Schedule. The initial Guaranteed Date is July 1, 2021; *provided, however*, Guaranteed Date shall be extended one (1) day for each day which Financial Closing occurs after March 1, 2020.

Hard Cost Budget: The hard cost budget delineated as such in the Development Budget, as the same may be revised in accordance with the provisions hereof.

Hazardous Substance: Any substance, waste, or material which (a) is classified, regulated, listed, defined, or otherwise characterized under any Environmental Law as toxic, explosive,

corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, a contaminant or a pollutant, or otherwise hazardous, including petroleum, crude oil or any fraction thereof, petroleum derivatives, byproducts and other hydrocarbons, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls and radon gas, any underground storage tanks, and toxic mold or fungus of a type that might pose a risk to human health or the environment or negatively impact the value of the Project Site; or (b) is or becomes regulated by any Governmental Authority, including any agency, department, commission, board or instrumentality of the United States or the State or any political subdivision of either of the foregoing.

Improvements: The improvements now existing or to be constructed on the Land as shown in the Construction Documents.

IRC: The Internal Revenue Code of 1986, as amended. Reference herein to any specific provision of the IRC shall be deemed to include a reference to any successor provision or provisions to such provision and to any regulations issued or proposed under or with respect to such provision.

IRS: The United States Internal Revenue Service.

Key Personnel: As set forth in Section 2.04 hereof.

Land: The underlying real estate described in Exhibit "A" hereof on which the Project is being constructed, renovated, and/or installed by Developer.

Lender: Truist Bank, a North Carolina banking corporation, and any other lender which has loaned (or will loan) money or has extended (or will extend) credit to Owner, including, without limitation, any lender associated with the NMTC Financing.

Lien: With respect to any asset, any mortgage, deed of trust, lien, pledge, hypothecation, charge, security interest or encumbrance of any kind in respect of such asset.

Madison Academic School Project Responsibility Matrix: The project responsibility matrix attached hereto as Exhibit "F" and made a part hereof.

Minor Field Changes: Any modification of or amendment to the Construction Documents and/or the Contract Documents which:

- (a) does not increase the total amount of the Development Budget;
- (b) does not extend the Guaranteed Date; and
- (c) does not materially reduce the value or utility of the Project or the mechanical, structural or architectural integrity thereof.

Monthly Progress Report: As defined in Section 2.03(a) hereof.

New Market Tax Credit Program: A federal program created under the Community Renewal Tax Relief Act of 2000 to stimulate economic and community development in the low-income communities, as incorporated at Section 45D of the IRC.

NMTC Financing: The capital and/or financing provided in connection with the New Market Tax Credit Program.

Overdue Rate: A fixed rate of interest per annum equal to    .0% points per annum above the Prime Rate.

Owner: Healthy Community Education Partners, Inc., a nonprofit public benefit corporation of the State of Tennessee.

Owner Default: Any Owner Default Event or any condition, occurrence, or event which, after notice or lapse of time or both, would constitute an Owner Default Event.

Owner Default Event: As defined in Section 9.03 hereof.

Owner Delay: Work on the critical path of the Project Schedule has been delayed by the actions or failure to act when action was due of Owner for more than ten (10) consecutive days following the time periods provided herein for such action to occur.

Owner Representative: The individual designated in writing by Owner to District and Developer as Owner's agent and contact for all purposes under this Agreement. The initial Owner Representative is Vicki Lake whose telephone number is (731) 984-2160 and email address is vicki.lake@wth.org.

Partial Condemnation: Any Condemnation which is not a Significant Condemnation.

Parties: Developer, Owner, and District, collectively.

Performance Bond and Payment Bond: The performance bond and payment bond required to be provided by the provisions of Section 2.11 hereof, the forms of which are shown in Exhibit "G" attached hereto and made a part hereof.

Permit: Any permit, license, certificate, approval, authorization, or consent from any Governmental Authority which is necessary for Project Construction, including, without limitation, all zoning and site plan approvals, erosion and sedimentation plan and NPDES permit approvals, subdivision approvals, building permits, certificates of compliance, and certificates of occupancy.

Person: Any individual, partnership, joint venture, firm, corporation, limited liability company, association, trust or other enterprise (whether or not incorporated), or any government or political subdivision or any agency, department or instrumentality thereof.

Plans and Specifications: The final plans and specifications for Project Construction prepared by Developer, General Contractor, and their Consultants, and approved in writing by Owner and District.

Prime Rate: The rate announced from time to time as the prime rate, base rate or reference rate in The Wall Street Journal. Any change in such prime rate announced by The Wall Street Journal shall take effect at the opening of business on the day specified in the public announcement of such change.

Principal Consultants: General Contractor and Architect. Principal Consultants are also Consultants.

Pre-Development Agreement: That certain Pre-Development Agreement dated June 26, 2019, by and between Parties and City for pre-development activities in connection with the Project.

Prime Lease: That certain Prime Lease Agreement between CRA, as lessor, and Owner, as lessee, pursuant to which CRA has leased the Land to Owner.

Project: The approximately 58,800 square foot educational complex to be constructed, renovated, and/or installed on the Project Site as described in the Construction Documents, including all buildings, structures, fixtures, and other improvements of every kind related thereto existing at any time and from time to time on or under the Project Site, together with any and all site development, all paving, grading, utility pipes, fencing, conduits and lines, signs, retaining walls, lighting, electrical and drainage structures, parking areas and roadways.

Project Construction: The design, construction, redevelopment, and installation of the Project on the Project Site as contemplated by the Construction Documents.

Project Development Account: As defined in Section 6.03 hereof.

Project Schedule: The schedule prepared and updated by Developer that represents the best current estimate of the timetable required to complete the Project. The initial Project Schedule approved by Owner and District is attached hereto as Exhibit "D" and made a part hereof.

Project Site: The Land together with the Improvements.

Punch List Item: Any unfinished items of on-site construction and correction of any such work that are not necessary for the issuance of any temporary or final certificate of occupancy or for completion of the Project in accordance with the terms of this Agreement, that will be completed within sixty (60) days following Substantial Completion, all as reasonably determined by the Parties; provided that such 60-day period shall be extended for a reasonable period of time which shall not exceed, in any event, 120 days in the aggregate, to enable completion of Punch

List Items, so long as Developer is in good faith diligently pursuing a resolution to any outstanding Punch List Item as of the end of such 60-day period.

Release: Any release, migrating, pumping, pouring, emptying, injecting, escaping, leaching, dumping, seepage, spill, leak, flow, discharge, disposal or emission of a Hazardous Substance into the environment, including ambient air, surface water, ground water or land.

Services: As defined in Section 2.03(a) hereof.

Services Agreements: As defined in Section 2.03(a) hereof.

Significant Casualty: That (a) the Project shall be totally destroyed by any cause, or (b) the Project or the Project Site shall be so substantially damaged or destroyed that reconstruction would require more than one (1) year to complete beyond the original scheduled Substantial Completion Date.

Significant Condemnation: That (a) title to all of the Project Site shall be taken or appropriated by a Governmental Authority under the power of eminent domain or otherwise, or (b) all of the Project Site shall be taken, confiscated, seized or requisitioned for use by any Governmental Authority under the power of eminent domain or otherwise, and any such taking, appropriation, confiscation, seizure or requisition for use pursuant to these clauses (a) and (b) is for a period that exceeds one hundred eighty (180) days or, if less, the remaining portion of Term.

Soft Cost Budget: The soft cost budget delineated as such in the Development Budget, as the same may be revised in accordance with the provisions hereof.

State: The State of Tennessee.

Sublease: That certain Sublease Agreement by and between Owner, as sublessor, District, as co-sublessee, and City, as co-sublessee, whereby Owner will lease to District and City the Project Site.

Substantial Completion Date: The date Substantial Completion is achieved.

Substantially Complete and Substantial Completion: That both (a) Architect has issued a Certificate of Substantial Completion, subject only to the completion of Punch List Items, if any, to be attached to such Certificate of Substantial Completion, and (b) the appropriate Governmental Authority has issued a temporary or permanent certificate(s) of occupancy.

Suppliers: The suppliers of materials to the Project, each of whom shall be selected by General Contractor subject to objection by Developer. Suppliers are Consultants.

Term: As defined in Section 4.01 hereof.

Termination Date: The date that is the earliest of (a) twelve (12) months after Substantial Completion, (b) the abandonment of the Project by Owner, (iii) the termination of this Agreement by Owner pursuant to the terms and provisions hereof, (iv) the termination of this Agreement by District pursuant to the terms and provisions hereof, and (v) the termination of this Agreement by Developer pursuant to the terms and provisions hereof.

Unforeseen Site Conditions: Any latent, concealed, or subsurface physical conditions that materially differ from the conditions which Developer reasonably anticipated.

Value Engineering: The engineering of the Project including, without limitation, the analysis of estimates, bids, or proposed costs and the making and adopting of recommendations of ways and means to reduce actual total Development Costs of the Project to an amount not exceeding the Fixed Price; *provided, however*, such recommendations shall not include any deletions or changes which render the Project incomplete or inadequate for its intended use as a public educational institution.

Warranty Period: Beginning on and including the Substantial Completion Date through and including the first (1st) annual anniversary thereof.

## ARTICLE II DEVELOPER'S OBLIGATIONS

Section 2.01. Engagement. Subject to the terms and conditions set forth herein, Owner hereby engages Developer for the performance of the duties herein set forth. Owner acknowledges that Developer is not a licensed architect or engineer. Subject to the provisions of this Agreement, Developer hereby accepts such engagement and, acting as an independent contractor, shall, during the Term, act as the developer in connection with the development, design, and construction of the Project. Developer agrees that it shall enter into a Construction Contract with General Contractor for Project Construction in accordance with the Construction Documents. Developer agrees that Owner and District shall be third-party beneficiaries of the Construction Contract.

### Section 2.02. Project Site.

(a) Owner shall make the Project Site available to Developer free and clear of restrictions on or impediments to Developer's use thereof for the performance of Developer's Services as set forth in this Agreement.

(b) Developer accepts the Project Site as-is, where-is, with all improvements, buildings, structures, infrastructure, defects and deficiencies, and with no representation, warranty, guarantee, promise, indemnity or other undertaking, express or implied, by Owner or District, regarding the condition of or the marketability or suitability for permitted use or value thereof. Developer acknowledges that neither Owner nor District have represented or warranted anything to Developer about the Project Site or anticipated conditions pertaining thereto, and Owner and District disclaim any representations or warranties to Developer regarding site conditions. Any information about the Project Site provided to Developer by Owner or District was provided for

informational purposes, and neither Owner nor the District can vouch for the accuracy of said information, and none of said information was provided as an inducement, representation or warranty to Developer upon which Developer is intended to rely. Developer shall perform its own due diligence and investigation regarding all Project Site conditions, whether readily observable or not, and shall not rely on any representation, warranty, statement or omission of Owner or District in entering into this Agreement. Developer shall rely solely and exclusively upon the results of its own due diligence and investigation as inducement into this Agreement.

(c) Developer shall, and shall cause General Contractor to, confine its operations to the Project Site and may not otherwise perform any construction work, preparation or staging on property of Owner, District, or other persons or entities outside the boundaries of the Project Site, except as approved in advance in writing by Owner and District and subject to such conditions as may be reasonably specified and approved by Owner or District. Developer shall not store any material or equipment on property of Owner, District, or other persons or entities outside the boundaries of the Project Site unless the off-site storage facility is properly secured, insured and bonded. Any loss or damage to stored material or equipment before installation on the Project Site shall be the responsibility of Developer and Developer shall ensure that Developer or General Contractor has appropriate insurance in place to protect against damage or expenses due to such loss or damage. Developer shall be responsible for safety at, and the securing of, the Project Site. Developer shall protect all work in place and materials stored offsite and shall at all times keep, and cause General Contractor and all other Consultants to keep, the Project Site reasonably clean and free from waste materials and rubbish. A mandatory pre-construction meeting shall be conducted by Owner and Developer prior to commencement of Project Construction for the purpose of reviewing security procedures, utility coordination, access to the Project Site, and construction coordination issues. Such meeting shall be attended, at a minimum, by Owner, District, Developer, General Contractor, and key Contractors, through their respective project managers and superintendents.

#### Section 2.03. Developer's Services.

(a) Subject to Section 3.01 hereof, Developer agrees to perform all Project Construction work and services required or necessary to complete the Project and other services customarily and reasonably within the general scope of such services and responsibilities, including, without limitation, the following (collectively, the "Services"):

(i) Negotiate and execute all agreements, purchase orders, amendments, and supplements related to Project Construction, including, without limitation, all surveys, architectural, environmental, geotechnical, and other testing or consulting service agreements, the Construction Contract, the Architectural Contract, and all other Contract Documents (collectively, as they may be amended, modified, and/or restated from time to time in accordance with the provisions hereof and thereof, the "Services Agreements"), which shall be consistent with the Development Budget, as amended;

(ii) Obtain all necessary Approvals and represent Owner as might be required by any Governmental Authority in connection therewith;

- (iii) Provide and update the Project Schedule for Owner;
- (iv) Provide assistance, oversight, and direction to Principal Consultants in developing the Construction Documents and all related submissions to any Governmental Authority;
- (v) Submit all Construction Documents and related design specifications to Owner and District for approval, and obtain such approval at least five (5) Business Days before releasing such documents for construction;
- (vi) Require General Contractor to obtain bids from Contractors in accordance with the Project Schedule;
- (vii) Diligently manage and monitor General Contractor's construction so as to keep actual construction costs within the Construction Budget;
- (viii) Provide Value Engineering and related assistance to Owner;
- (ix) Establish and implement appropriate administrative and financial controls for Project Construction, including:
  - (A) manage, coordinate, and/or work with Consultants, attorneys, and other professionals employed or retained in connection with Project Construction;
  - (B) keep Owner and District informed of Project progress on a regular basis by delivering monthly written progress reports to Owner and District no later than ten (10) Business Days after the end of each month, in the form of reports required by this Agreement ("Monthly Progress Reports"); and
  - (C) deliver an updated Project Schedule to Owner and District on a monthly basis along with the Monthly Progress Reports;
- (x) Verify services, work, equipment, materials, and labor used on the Project so that Developer will have a reasonable basis:
  - (A) to approve or disapprove requests for payment made by Consultants and any other parties with respect to Project Construction; and
  - (B) to determine that the Project is being designed, constructed, and completed in accordance with this Agreement and the Contract Documents or, if Project Construction is not being so completed, to promptly notify Owner and District;

(xi) As needed, attend job meetings and conferences required by this Agreement or called by Owner, General Contractor, or any other Consultant, and report on such conferences to Owner and District;

(xii) Review the results of, and inform Owner and District of actions to remedy, all inspections made by General Contractor, other Consultants, or any Governmental Authority;

(xiii) Prepare, file, and execute on Owner's behalf any notices of commencement and completion required or permitted to be filed on completion of the Project. As needed, act to obtain any certificates of occupancy or equivalent documents required for the occupancy of the Project (and provide copies to Owner and District);

(xiv) Following Substantial Completion, coordinate the compilation of all as-built Construction Documents, and operating and maintenance manuals for all applicable aspects of the Project. Deliver to Owner and District five (5) hard copy sets of as-built Construction Documents plus one (1) electronic copy of as-built Construction Documents;

(xv) Assist Owner and District in preparing punch list items, defect notices, or warranty claims;

(xvi) Provide Owner with any information reasonably requested by any Lender under the Construction Loan Documents, including without limitation, information relating to construction jobs as requested under a Community Benefits agreement with a Lender;

(xvii) Perform various management services, including, without limitation, all tax and NMTC Financing reporting requirements, administration of rent collection under the Sublease, administration of debt service under the Construction Loan, incorporation of the Project into the surrounding neighborhood and community, coordination with Owner and Governmental Authorities to improve surrounding infrastructure that provides safe and walkable streets and sidewalks, assisting with the expansion of the Project's connectivity to other community anchors, remediating slum and blight from the surrounding neighborhood and community via programs such as the Blight Elimination Program and the Tennessee Loan Repair Program, and all other attendant and related tasks; and

(xviii) Provide the following additional services:

(A) regularly observe and record all significant activities related to Project Construction during the Construction Phase;

(B) manage and administer compliance with all contractual requirements of Consultants and other parties with whom Owner or Developer has contracted in connection with Project Construction, and notify Owner and District in writing in the event that any such requirements are not being met;

(C) use diligent efforts to maintain a cooperative attitude among the Consultants;

(D) use diligent efforts to have General Contractor maintain on a current basis a daily written log or diary to record job conditions (including daily weather conditions, a list of important visitors or officials to the Project Site, daily progress and activities on the Project Site, which Contractors worked each day, and the number of Contractors which worked each day), which log or diary will be available to Developer, Owner, and District for review and copying upon request;

(E) use diligent efforts to cause General Contractor to keep, on behalf of General Contractor and Developer, available for inspection by Owner and District at any time, in the field office, a complete set of all Construction Documents and Contract Documents;

(F) in collaboration with Principal Consultants, use procedures to expedite the processing and approval of shop drawings;

(G) use diligent efforts to have General Contractor maintain on a current basis a log of approvals of requests for information (“RFI’s”), submittals, and shop drawings to make sure all such terms and drawings have been properly approved by General Contractor before starting related work;

(H) use diligent efforts to have General Contractor receive material samples furnished at the Project Site by other Consultants, record the date the samples (or copies) are received and from whom, and notify Owner and District, if applicable, of the availability of the samples for examination;

(I) direct General Contractor to review and approve any RFI from Owner as necessary, and see that proper clarifications are issued, with all clarifications noted in the Construction Drawings, dated, and initialed by the issuing party;

(J) attend all construction meetings and conferences and use diligent efforts to have General Contractor prepare complete and accurate minutes for all such meetings and issue them to all parties who attended or as Owner and/or District may direct;

(K) subject to the requirements of the Agreement, use reasonably diligent efforts to coordinate the processing of any Change Orders and submissions to Owner and District for approval;

(L) perform periodic Project Site supervision and observations of Project work in progress as a basis for determining conformance of such work and

any materials and equipment with the Construction Documents, and report any defective work or deficiencies to General Contractor, Owner, and District;

(M) verify and confirm the progress of the Project work and the amounts requested by General Contractor for payment;

(N) coordinate Project Site safety with General Contractor.

(b) Developer shall perform the Services and deliver the finished Project to Owner at a total cost to Owner equal to the Fixed Price. Developer shall cause all Development Costs to be paid either from the proceeds of Draws promptly upon receipt from Owner or, with respect to Development Cost Overruns, as set forth in Section 6.01 hereof.

(c) Developer shall be permitted to contract with any qualified Consultant to perform any one or more of the Services; *provided, however*, regardless of how Developer may contract for or obtain any services, labor, or materials in connection with the development of the Project, Developer shall have the responsibility to Owner for the completion of the Project in accordance with this Agreement and as set forth in the Construction Documents, within the time period set forth herein, and at a cost not to exceed the Fixed Price.

(d) Developer shall perform the Services in accordance with the standard of care and expertise normally employed by development firms performing similar services, and all duties under this Agreement shall be measured and interpreted in accordance with such standard of performance.

(e) Prior to Final Completion, Developer shall obtain and submit to Owner and District all certifications by Developer, General Contractor, Architect, and others, together with schedules, documents, and copies of documents, permits and approvals, application for payment, monthly progress reports, and any other information required hereunder.

(f) Notwithstanding anything to the contrary contained herein, Developer shall not be responsible for and the Services shall not include any line item set forth in the Madison Academic School Project Responsibility Matrix and the responsibility for which has been assumed and undertaken by a party other than Developer.

#### Section 2.04. Development Team.

(a) Developer shall supply qualified staff and employ qualified and appropriately licensed Consultants to perform all of the Services in a prompt and timely manner. All such qualified staff shall be paid by Developer from the Development Fee, and all such qualified and appropriately licensed Consultants shall be paid from the Development Budget.

(b) Developer confirms that Developer's team includes the Contractors and Consultants listed in Exhibit "E" attached hereto and made a part hereof.

(c) Developer has assigned to the Project the following persons (collectively referred to herein as “Key Personnel”), who shall be available to Owner for consultation at all reasonable times:

NAME	POSITION
Pete Evans	Developer Representative
Lance Henderson	Developer Representative
Ray Washington	District Representative
Vicki Lake	Owner Representative

Key Personnel shall provide such time commitments as may be reasonably necessary so that the Services are properly performed in accordance with this Agreement.

(d) Developer Representative shall be the liaison and coordinator among Owner, District, and Developer, shall be the principal person responsible to Owner and District for the management of the Project and shall have the full authority to bind Developer and District hereunder, including the authority to negotiate and execute Change Orders.

(e) In the performance of this Agreement, Developer and Consultants shall comply with all Applicable Laws, including those affecting employees. Developer, Consultants, and all personnel used or employed by Developer and/or Consultants to perform the Services shall have and keep all required or necessary licenses, permits, and insurance coverages.

Section 2.05. Limitations and Restrictions.

(a) Developer agrees to act in good faith and with prudence and diligence in performance of the Services; *provided, however*, Developer shall not be liable for any delay, loss, or damage to Owner to the extent that such delay, loss, or damage is caused by Owner’s failure to provide Developer upon request with funds necessary to permit Developer to perform hereunder.

(b) Developer, Consultants, and their respective contractors, subcontractors, subconsultants, agents, employees, and others supplying labor, equipment, or material by or through them to the Project may not do either of the following without Owner’s prior written consent (and in the case of item (ii) of this Subsection, without District’s prior written consent)

(i) make any expenditure or incur any obligation on behalf of Owner unless otherwise permitted by this Agreement; or

(ii) make any change to the Construction Documents or the Guaranteed Date, unless otherwise permitted by this Agreement.

(c) Notwithstanding anything to the contrary contained herein, Developer may take the actions described in subparagraphs (b)(i) of this Section without Owner’s prior written consent, if:

(i) Developer in its reasonable, good faith judgment considers that such action is necessary to preserve the structural integrity of the Project or to protect the safety and welfare of people or property. If Developer takes such action, Developer shall immediately notify Owner of the action taken, and, if required under Section 2.06 hereof, an appropriate Change Order shall be issued in connection therewith.

(ii) Such action is necessary to comply with the requirements of a Governmental Authority.

(iii) Developer requests that Owner or District consent to such action in writing, and Owner or District (as applicable) fails to respond to such request within five (5) Business Days after the date of such request

Section 2.06. Change Orders.

(a) Developer shall not modify the Construction Documents or utilize a Change Order except upon the terms and conditions set forth in this Section.

(b) The following modifications to the Construction Documents which are undertaken by Developer shall not require the approval of either Owner or District:

(i) Minor Field Changes;

(ii) Code Compliance Changes; and/or

(iii) A shift by Developer from one (1) line item in the Development Budget to another line item that does not increase the total amount of the Development Budget;

(c) Except for those modifications set forth in the preceding subsection (b), any modification of the Construction Documents that either Developer, Owner, or District may deem necessary or desirable shall be requested of the other Parties via a Change Order Request which shall set forth in detail the nature of the requested modification. Upon agreement in writing by Developer and Owner of any adjustments in time and/or costs for the Services necessitated by any Change Order Request, and upon approval thereof by District, such Change Order Request and the associated estimated changes in time and/or cost shall constitute a Change Order.

(i) If such Change Order would not result in an increase in the total amount of the Development Budget or an extension of the Guaranteed Date, no further action shall be required in connection with such Change Order.

(ii) If such Change Order would, in and of itself, constitute an Additive Change Order, it will be valid and effective only (A) if Developer agrees that after payment of such additional costs, sufficient funds remain in the Development Budget to complete the Project in accordance with this Agreement; (B) if the Additive Change Order were paired

with a Deductive Change Order in an amount such that the total amount of the Development Budget, after accounting for the net effect of the paired Change Orders, would not result in an increase in the total amount of the Development Budget; (C) if, as a result of net decreases in the total amount of the Development Budget due to any prior Deductive Change Order(s) or savings from other line items in the Development Budget, the Additive Change Order would not increase the total amount of the Development Budget; (D) in the case of a Force Majeure Event, if the Change Order would result in an increase in the total amount of the Development Budget or a delay of the Guaranteed Date, Owner shall agree that, after Value Engineering and other efforts of the Parties to address any potential shortfall have been undertaken, and upon exhaustion of all of the proceeds of the Construction Loan and any other available Project funds, funds are required to complete the Project Construction, Owner shall deposit an amount equal to any such increase attributable to the Change Order in the Project Development Account and/or agree in writing to an appropriate extension of the Guaranteed Date, as applicable.

(d) Each Change Order Request initiated by Developer shall be delivered to Owner and District by email pursuant to Section 10.03(iii) hereof and contain all information reasonably necessary for Owner and District to evaluate the proposed change. District shall respond within five (5) business days after receipt of the Change Order Request, and the Change Order Request will be deemed approved if there is a failure to respond to the Change Order Request by District within the 5-day period.

(e) Agreement on any Change Order Request shall constitute a final settlement on all direct costs covered therein, subject to performance thereof and payment therefor pursuant to the terms of this Agreement.

(f) Change Orders requested by Owner or District which are outside the scope of the Construction Documents and which increase the total amount of the Development Budget shall be at the sole cost and expense of Owner or District.

#### Section 2.07. Insurance Obligations

(a) Throughout the Term, Developer shall acquire and maintain in force Developer's Insurance, and such Developer's Insurance shall be a cost of the Project.

(b) Owner and Developer waive all rights against each other and the agents, employees, and Affiliates of each, for damages caused by fire or any other peril to the extent covered by any property insurance obtained under this Section or any other property insurance applicable to the Project Construction, except rights to proceeds of that insurance.

(c) Developer shall cause General Contractor to obtain and maintain property casualty insurance pursuant to this Agreement and as set forth in Exhibit "C" attached hereto and made a part hereof. In the event Developer fails to cause such insurance coverages to be obtained, Developer shall pay all costs of restoration of the Project arising from such uninsured event.

(d) Developer shall cause Architect to obtain and maintain professional errors and omissions insurance coverage with limits in amounts reasonably acceptable to Owner and District.

Section 2.08. Environmental Matters.

(a) Except for its agents and employees fully qualified to do so and then in full compliance with all Environmental Laws, Developer may not:

(i) direct, suffer, or permit any of its Project agents and employees to handle, use, manufacture, store, or dispose of any Hazardous Substance in or about the Project Site; or

(ii) knowingly or negligently suffer or permit:

(A) any Hazardous Substance to be used by any third-party in any manner not fully in compliance with all Environmental Laws; or

(B) any Hazardous Substance to be used, handled, manufactured, stored, remediated, abated, released or disposed of by its agents, employees, Consultants, or by any other third-party in any manner not fully in compliance with all Environmental Laws; or

(C) the Project Site to become contaminated with any Hazardous Substance.

(b) Notwithstanding the foregoing, Developer may handle, store, use, or dispose of any Hazardous Substance to the extent customary and necessary for the performance of Developer's duties hereunder to the extent the same is done in a safe and lawful manner, and in full compliance with all Environmental Laws. Developer shall also take reasonable precautions to prevent any handled, stored, used, or disposed Hazardous Substance from contaminating the Land or the environment or violating any Applicable Laws.

(c) Developer shall promptly provide Owner with complete and accurate copies of all disposal tickets for materials (hazardous or not) from the Project Site that are disposed of off the Project Site.

Section 2.09. Developer Records.

(a) Developer will establish and maintain at its office designated in the notice provision of this Agreement a complete set of books, accounts, records, plans and files (including the Plans and Specifications) for the Project. Such records shall be sufficient for the preparation of financial statements in accordance with GAAP. All books and records made or kept by Developer pertaining to the Project shall be available for and subject to audit, inspection, and copying by Owner or Owner Representative and District or District Representative during normal business hours and after reasonable notice. Developer shall cooperate with Owner and District to provide copies of

documents necessary to Owner and District upon the reasonable request of Owner or District and payment of reasonable costs to Developer.

(b) Business and financial records shall be maintained by Developer and available to Owner and District for three (3) years after Final Completion; *provided, however*, records regarding any dispute involving the Project shall be retained for at least three (3) years following the resolution of such dispute. Before destruction of any such records by Developer, Developer shall notify Owner and District of its intention to destroy the records and, upon request of Owner or District, Developer shall make the records available to the requesting Party for transfer, at the sole expense of such requesting Party.

(c) If requested, Developer shall cooperate with Owner and District to ensure the proper and timely filing of all forms, reports and returns required by Governmental Authorities and relating to the Project.

#### Section 2.10. Construction Warranties.

(a) Developer shall cause to be warranted to Owner and District by Consultants that the completed Project will be in conformity with the Construction Documents and free of material defects in workmanship and materials during the Warranty Period. Developer shall assist Owner and District in conducting a warranty inspection of the Project prior to the expiration of the Warranty Period. Developer shall assist Owner and District in enforcement of warranties and coordinate all warranty work until all provisions of the Warranty Period are satisfied. Developer shall be entitled to reimbursement for all reasonable costs incurred in conducting such warranty inspections, in enforcement of warranties and in the coordination of all warranty work, including without limitation, travel, lodging, professional fees incurred to third parties, and the like, to the extent that any defect in the work under warranty was not due to the fault or neglect of Developer.

(b) At least thirty (30) days before the expiration of the Warranty Period, Owner or District may deliver to Developer a list of defects in workmanship and materials. Developer shall cause General Contractor or other appropriate Consultants to repair or replace any defective part of the Project promptly after its discovery during the Warranty Period. For purposes of this Section, "defects in workmanship and materials" shall not include ordinary wear and tear, misuse, abuse, or improper maintenance. Such warranties also apply to all utility facilities, including transmission lines, constructed or installed as part of the Project (including the portions thereof outside the Project Site) and shall run for one (1) year after the Substantial Completion Date.

(c) Warranties required by the Construction Documents and this Agreement shall commence on the Substantial Completion, Date or designated portion thereof if not all buildings are Substantially Complete, unless otherwise provided in this Agreement or the Certificate of Substantial Completion.

(d) NOTWITHSTANDING THE FOREGOING, NEITHER DEVELOPER NOR GENERAL CONTRACTOR MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES OR THE IMPROVEMENTS OTHER THAN AS EXPRESSLY

CONTAINED HEREIN, WITH RESPECT TO DEVELOPER, OR IN THE CONSTRUCTION CONTRACT, WITH RESPECT TO GENERAL CONTRACTOR, AND BOTH DEVELOPER AND GENERAL CONTRACTOR HEREBY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 2.11. Payment Bond and Performance Bond. Developer shall cause General Contractor to provide payment and performance bonds from a surety approved by Owner and in the form attached hereto as Exhibit "G" and made a part hereof (each bond to be in the amount of the Construction Budget, with General Contractor as contractor and principal, Developer, as developer, and Owner and District as owner/obligee).

### ARTICLE III DEVELOPER'S COMPENSATION

#### Section 3.01. Development Fee.

(a) In consideration of the performance of Developer's Services relating to the development of the Project as set forth in this Agreement, Owner shall pay Developer the Development Fee of \$279,973.00, which shall be deemed earned and shall be payable as follows:

(i) Fifty percent (50%) of the Development Fee (\$139,986.50) shall be deemed earned and shall be due and payable on the Effective Date.

(ii) Thirty percent (30%) of the Development Fee (\$83,991.90) shall be deemed earned and shall be due and payable in fifteen (15) equal monthly installments of \$5,599.46, with the first such installment due on the first day of the month following the commencement of the Construction Phase and the remainder of such installments due on the first (1st) day of each month thereafter.

(iii) Twenty percent (20%) of the Development Fee (\$55,994.60) shall be deemed earned and shall be due and payable upon Substantial Completion.

(b) Development Fee payments may be delayed or withheld in whole or in part if there exists a Developer Default Event. If Owner so withholds payment, then, upon Developer curing or otherwise resolving such Developer Default Event, the installment schedule set forth in foregoing subsection (ii) shall be recalculated based on a revised Project Schedule prepared by Developer to reflect the Developer Default Event and subject to approval by Owner and District. Development Fee payments shall not be delayed or withheld for any reason other than an uncured Developer Default Event.

Section 3.02. Construction Oversight Fee. Owner shall pay Henry Turley Company LLC the Construction Oversight Fee pursuant to and in accordance with the Construction Oversight Agreement.

Section 3.03. Interest on Developer Compensation. Any amount payable to Developer pursuant to this Article which is not paid on the due date therefor shall bear interest at the Overdue Rate from the due date to the date paid by Owner.

ARTICLE IV  
TERM; COMPLETION

Section 4.01. Term. The term of this Agreement (the “Term”) shall be the period commencing on the Effective Date and ending on the Termination Date or otherwise as provided in this Agreement. The Parties recognize that Developer has performed some Services prior to the Effective Date. Further, the Parties acknowledge and agree that Developer’s services under Section 2.03(a)(xvii) hereof shall expressly survive the termination of this Agreement.

Section 4.02. Substantial Completion.

(a) When Developer considers that the Services for the Project have been substantially performed, Developer shall so notify Owner and District in writing. Upon receipt of Developer’s notification, Owner and District, together with Architect and Developer, shall make an inspection of the Project Site during which the Parties shall prepare a list of Punch List Items, which enumerates those items that remain to be completed and the estimated costs before the Project can be considered Finally Complete. General Contractor shall, before the Project is considered Finally Complete, complete or correct such Punch List Items the resolution of which Developer will oversee.

(b) Developer shall achieve Substantial Completion not later than the Guaranteed Date, which may be extended at no expense to or obligation of Developer due to the occurrence of any Completion Delay Event. Owner and District understand and agree that Developer and General Contractor may adjust near-term schedules from time to time in order for Developer to achieve Substantial Completion by the Guaranteed Date. The Parties agree that the Guaranteed Date shall be extended one (1) day for each day which Financial Closing occurs after March 1, 2020 at no expense to or obligation of Developer.

(c) (i) In the event that District shall not be able to occupy and operate the Project on or before the Guaranteed Date (subject to any extensions of that date as expressly provided for in this Agreement), Developer shall pay to District Two Thousand and No/100 Dollars (\$2,000.00) per day following the Guaranteed Date while Owner is unable to use the Project for its intended purpose (“Delay Damages”). Developer’s liability for Delay Damages shall not begin to accrue until the date following the Guaranteed Date, as such date may be extended pursuant to this Agreement.

(ii) Any liquidated damages assessed pursuant to this Section shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages, whether special or consequential, and of whatsoever nature, incurred by Developer that are occasioned by any delay in achieving Substantial Completion on or before the Guaranteed Date. The Parties have bargained for this stipulated damages

provision, giving consideration to the following: The Parties recognize that failure of the Project to open on schedule would cause Owner and District to suffer loss of services available to District students, upheaval and distress to District students during their school year, which damages are impossible to determine with certainty. As such, the damages to be suffered by Owner and District in the event of a failure by Developer to timely reach Substantial Completion of the relevant buildings are difficult to quantify and the parties wish to stipulate to the amount thereof. In addition, the Parties expressly agree that all stipulated damages herein are not in any way a penalty.

(iii) Payment by Developer under this Section shall be monthly in arrears on the tenth (10th) day of each month, or if such day is not a Business Day, on the immediately succeeding Business Day.

#### Section 4.03. Completion Delay Events.

(a) The Parties acknowledge that Project Construction may be delayed for reasons beyond Developer's control. Therefore, the Parties agree that the Guaranteed Date shall be extended one (1) day for each day of any delay in the achievement of Substantial Completion caused by Completion Delay Events. Other than Completion Delay Events, no other event, circumstance, or occurrence shall be the basis for an extension of the Guaranteed Date under this Section. Notwithstanding the foregoing, in the event delays to the Project are encountered for any reason, the Parties agree to undertake all reasonable steps to mitigate the effect of such delay.

(b) Upon the occurrence of an event which constitutes or may constitute a Completion Delay Event, Developer shall notify Owner and District as soon as possible (but in any event within fifteen (15) Business Days) and shall keep complete, detailed, and accurate records relating to such event including, without limitation, the precise effect on Developer's ability to perform the Services. If Developer asserts that an event constitutes or may constitute a Completion Delay Event, Developer shall provide to Owner and District a detailed written description of such event and why it constitutes a Completion Delay Event. The determination that a Completion Delay Event has occurred must be evidenced by written affirmation of Architect.

#### Section 4.04. Final Completion.

(a) For purposes of this Agreement the Project will be deemed finally complete ("Finally Complete" or "Final Completion" shall be deemed to have occurred) when:

(i) All Services are fully performed and the Project Improvements are constructed in accordance with the Construction Documents (including completion of all Punch List Items), all buildings and facilities have been thoroughly cleaned and no work whatsoever remains to be done to complete the Services required by this Agreement (except ongoing warranty oversight); and

(ii) Developer has delivered to Owner and District the Architect's certificate stating that (A) the Project has been completed in accordance with all Construction

Documents as approved (or deemed approved) by Owner and District, and (B) no Punch List Item remains incomplete; and

(iii) All required final certificates of occupancy are issued by the appropriate Governmental Authorities; and

(iv) the Project is free from all Liens and Claims asserted against Owner or its interests by Consultants (as evidenced in part by Developer's delivery to Owner of final, fully and properly executed lien waivers and releases from all such Consultants) except to the extent such Liens or Claims have been filed or asserted as a result of Owner's failure to satisfy its payment obligations hereunder; and

(v) Owner and District shall have received an "as built" ALTA/ACSM survey of the Project Site certified to Owner showing no encroachments by the Project on or over any property outside the Project Site and otherwise reasonably acceptable to Owner and District; and

(vi) All appropriate Governmental Authorities having jurisdiction over the Project have given their final approval of the Project; and

(vii) Developer has delivered to Owner and District all Construction Documents, operation and maintenance manuals for materials, equipment and systems incorporated into the Project, completed all Owner and District training, and provided and assigned to Owner all warranties and related items required by the Contract Documents; and

(viii) Expiration of thirty (30) days after filing Notice of Completion in Madison County Register's Office.

(b) Final Completion shall occur within a reasonable time after the Substantial Completion Date, but in no event later than one hundred twenty (120) days after the Substantial Completion Date; *provided however*, if one or more of the above conditions to Final Completion shall be unfulfilled sixty (60) days after written notice thereof from Developer to Owner due solely to any Owner Default, then Developer may disregard that condition and declare the Project Finally Complete under this Agreement.

## ARTICLE V REPRESENTATIONS AND WARRANTIES

Section 5.01. Developer's Representations and Warranties. Developer makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The execution and delivery by Developer of this Agreement, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof and thereof (i) are within the power, legal right, and authority of Developer;

(ii) are legal and will not conflict with or constitute on the part of Developer a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of Developer under the provisions of, any charter instrument, bylaw, operating agreement, indenture, mortgage, deed of trust, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which Developer is a party or by which Developer or its properties are otherwise subject or bound, or, to its knowledge, any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over Developer or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate action on the part of Developer. This Agreement is the valid, legal, binding, and enforceable obligation of Developer except as such enforceability may be limited by Debtor Relief Laws that affect the enforcement of creditors' rights in general and the availability of equitable remedies and, in the case of indemnification obligations, public policy. The officer of Developer executing this Agreement is duly and properly in office and is fully authorized and empowered to execute the same for and on behalf of Developer.

(b) Developer is a limited liability company of the State and is in good standing under the laws of the State, and is duly qualified to transact business in the State.

(c) To the best of Developer's knowledge, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of Developer, threatened against or affecting Developer in any court or by or before any Governmental Authority or arbitration board or tribunal that involve the likelihood of materially and adversely affecting the properties, business, prospects, profits, operations, or condition (financial or otherwise) of Developer, the ability of Developer to perform its obligations hereunder, or the transactions contemplated hereby; or that, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to which Developer is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby, nor is Developer aware of any facts or circumstances currently existing that would form the basis for any such action, suit, or proceeding. Developer is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, Governmental Authority, or arbitration board or tribunal. All tax returns (federal, state, and local) required to be filed by or on behalf of Developer have been duly filed (or an extension timely filed), and all taxes, assessments, and other Governmental Charges shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by Developer in good faith, have been paid or adequate reserves have been made for the payment thereof.

(d) Neither Developer nor any of its business or properties, nor any relationship between Developer and any other Person, nor any circumstance in connection with the execution, delivery, and performance by Developer of its obligations under this Agreement is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any Governmental Authority on the part of Developer in connection with the execution, delivery, and performance of this Agreement or the consummation of any transaction herein contemplated, except as shall have been obtained or made and as are in full force and effect, except as are not currently obtainable. To the knowledge of Developer, it will

be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of Governmental Authorities as may be required on or prior to the date Developer is legally required to obtain the same.

(e) No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of Developer, it is not in default or violation in any material respect under any charter instrument, bylaw, operating agreement, or other agreement or instrument to which it is a party or by which it may be bound. For purposes of this subsection (e), a default or violation shall be deemed “material” if it would adversely affect the ability of Developer to perform its obligations hereunder.

(f) To the knowledge of Developer, it is not in violation of Applicable Laws to which it is subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (that are currently obtainable) necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain might materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of Developer.

Section 5.02. Owner’s Representations and Warranties. Owner makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The execution and delivery by Owner of this Agreement, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof and thereof (i) are within the power, legal right, and authority of Owner; (ii) are legal and will not conflict with or constitute on the part of Owner a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of Owner under the provisions of, any charter instrument, bylaw, operating agreement, indenture, mortgage, deed of trust, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which Owner is a party or by which Owner or its properties is otherwise subject or bound, or, to its knowledge, any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or Governmental Authority or body having jurisdiction over Owner or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate corporate action on the part of Owner. This Agreement is the valid, legal, binding, and enforceable obligation of Owner except as such enforceability may be limited by Debtor Relief Laws that affect the enforcement of creditors’ rights in general and the availability of equitable remedies and, in the case of indemnification obligations, public policy. The officer executing this Agreement is duly and properly in office and is fully authorized and empowered to execute the same for and on behalf of Owner.

(b) Owner is a nonprofit public benefit corporation of the State and is in good standing under the laws of the State, and is duly qualified to transact business in the State.

(c) To the best of Owner’s knowledge, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of Owner, threatened against or affecting

Owner in any court or by or before any Governmental Authority or arbitration board or tribunal that involve the likelihood of materially and adversely affecting the properties, business, prospects, profits, operations, or condition (financial or otherwise) of Owner, the ability of Owner to perform its obligations hereunder, or the transactions contemplated hereby; or that, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to which Owner is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is Owner aware of any facts or circumstances currently existing that would form the basis for any such action, suit, or proceeding. Owner is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, Governmental Authority, or arbitration board or tribunal. All tax returns (federal, state, and local) required to be filed by or on behalf of Owner have been duly filed (or an extension timely filed), and all taxes, assessments, and other Governmental Charges shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by Owner in good faith, have been paid or adequate reserves have been made for the payment thereof.

(d) Neither Owner nor any of its business or properties, nor any relationship between Owner and any other Person, nor any circumstance in connection with the execution, delivery, and performance by Owner of its obligations under this Agreement is such as to require any additional consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any Governmental Authority on the part of Owner in connection with the execution, delivery, and performance of this Agreement or the consummation of any transaction herein contemplated, except as shall have been obtained or made and as are in full force and effect, except as are not currently obtainable. To the knowledge of Owner, it will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of Governmental Authorities as may be required on or prior to the date Owner is legally required to obtain the same.

(e) No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of Owner, it is not in default or violation in any material respect under any charter instrument, bylaw, operating agreement, or other agreement or instrument to which it is a party or by which it may be bound. For purposes of this subsection (e), a default or violation shall be deemed “material” if it would adversely affect the ability of Owner to perform its obligations hereunder.

(f) To the knowledge of Owner, it is not in violation of any Applicable Laws to which it is subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (that are currently obtainable) necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain might materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of Owner.

(g) The Project will be utilized exclusively for Owner’s exempt purposes; accordingly, it qualifies for an exemption from *ad valorem* taxes levied by the State, pursuant to Tenn. Code Ann. § 67-5-212.

Section 5.03. District's Representations and Warranties. District makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The execution and delivery by District of this Agreement, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof and thereof (i) are within the power, legal right, and authority of District; (ii) are legal and will not conflict with or constitute on the part of District a violation of or a breach of or a default under, or result in the creation or imposition of any lien, charge, restriction, or encumbrance upon any property of District under the provisions of, any charter instrument, bylaw, operating agreement, indenture, mortgage, deed of trust, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which District is a party or by which District or its properties is otherwise subject or bound, or, to its knowledge, any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or Governmental Authority or body having jurisdiction over District or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate corporate action on the part of District. This Agreement is the valid, legal, binding, and enforceable obligation of District except as such enforceability may be limited by Debtor Relief Laws that affect the enforcement of creditors' rights in general and the availability of equitable remedies and, in the case of indemnification obligations, public policy. The officer executing this Agreement is duly and properly in office and is fully authorized and empowered to execute the same for and on behalf of District.

(b) District is a governmental entity and political subdivision of the state of Tennessee.

(c) To the best of District's knowledge, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of District, threatened against or affecting District in any court or by or before any Governmental Authority or arbitration board or tribunal that involve the likelihood of materially and adversely affecting the properties, business, prospects, profits, operations, or condition (financial or otherwise) of District, the ability of District to perform its obligations hereunder, or the transactions contemplated hereby; or that, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to which District is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is District aware of any facts or circumstances currently existing that would form the basis for any such action, suit, or proceeding. District is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, Governmental Authority, or arbitration board or tribunal. All tax returns (federal, state, and local) required to be filed by or on behalf of District have been duly filed (or an extension timely filed), and all taxes, assessments, and other Governmental Charges shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by District in good faith, have been paid or adequate reserves have been made for the payment thereof.

(d) Neither District nor any of its business or properties, nor any relationship between District and any other Person, nor any circumstance in connection with the execution, delivery, and performance by District of its obligations under this Agreement is such as to require any

additional consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any Governmental Authority on the part of District in connection with the execution, delivery, and performance of this Agreement or the consummation of any transaction herein contemplated, except as shall have been obtained or made and as are in full force and effect, except as are not currently obtainable. To the knowledge of District, it will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of Governmental Authorities as may be required on or prior to the date District is legally required to obtain the same.

(e) No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of District, it is not in default or violation in any material respect under any charter instrument, bylaw, operating agreement, or other agreement or instrument to which it is a party or by which it may be bound. For purposes of this subsection (e), a default or violation shall be deemed “material” if it would adversely affect the ability of District to perform its obligations hereunder.

(f) To the knowledge of District, it is not in violation of any Applicable Laws to which it is subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (that are currently obtainable) necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain might materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of District.

## ARTICLE VI

### DEVELOPMENT COSTS; PROJECT SCHEDULE; AND DRAW REQUESTS

#### Section 6.01. Development Costs.

(a) Owner and District have approved the Development Budget attached hereto as Exhibit “B”, as may be amended as needed to reflect changes to the Project approved by Owner and District. Developer may reallocate demonstrated costs savings in any line item(s) of the Development Budget to other line item(s) of the Development Budget so long as the Fixed Price is unaffected.

(b) The duties and obligations of Developer hereunder are subject to sufficient funds being made available to the Project in order for Developer to perform such duties and obligations. The Parties acknowledge and agree that the only source of funds available for payment of Development Costs are the proceeds derived from (i) the Construction Loan, (ii) Owner’s or District’s own funds under the circumstances described in Section 2.06(f) hereof, or (iii) Developer’s own funds in the event of Development Cost Overruns.

(c) In the event of Development Cost Overruns despite reallocation of savings and amendment of the Project Budget, Developer agrees to pay for any Development Cost Overrun, as hereinafter provided:

(i) Developer is not responsible for any Development Cost Overrun resulting from (A) a Force Majeure Event, (B) Owner Delay, (C) change order requested by Owner or District pursuant to Section 2.06(f) hereof, (D) Significant Casualty as provided in Section 7.02(b) hereof, and/or (E) Partial Condemnation as provided in Section 7.03(c) hereof.

(ii) Developer shall notify Owner and District within five (5) days after determining that actual Development Costs will exceed the Fixed Price and shall set forth in such notice Developer's estimation of Development Cost Overruns. Developer shall promptly inform Owner and District of any changes to the Development Cost Overruns payable by Developer. Developer agrees to indemnify and hold Owner and District harmless from and against any liability for payment of the Development Cost Overruns.

(iii) Developer's responsibility for any Development Cost Overrun is subject to Developer's right to engage in Value Engineering in accordance with Section 6.06 hereof.

(iv) Developer shall pay or cause to be paid all Development Cost Overruns on or prior to the date any such Development Cost Overruns shall be due and payable. With respect to any work attributable to Development Cost Overruns, Developer shall be required to furnish to Owner all of the information otherwise required for a Draw Request pursuant to the provisions hereof, even though Developer is required to pay all such Development Cost Overruns. Promptly upon payment of any Development Cost Overruns, Developer shall obtain and furnish to Owner lien waivers with respect to the Development Cost Overruns paid and the work performed in connection therewith.

(v) Notwithstanding anything in this Agreement, Developer shall not be responsible for the payment of any Development Cost Overruns until all of the proceeds of the Construction Loan and any other available Project funds provided for in the Development Budget have been exhausted.

#### Section 6.02. Project Schedule.

(a) Owner and District have approved the Project Schedule attached hereto as Exhibit "D", as may be amended as needed to reflect changes to the Project approved by Owner and District.

(b) Developer shall provide Owner with information in connection with updating the Project Schedule as construction progresses, and the Project Schedule shall be modified from time to time based on such updates to the extent such modifications are approved in writing by Owner, District, and Developer. If the development and construction of the Project does not progress in accordance with the dates required by the Project Schedule, Developer shall advise Owner of all reasonably available means to speed up the work, including utilization of overtime, additional work crews and alternate material suppliers.

Section 6.03. Project Development Account.

(a) Within ten (10) Business Days after the Effective Date, Developer shall open and thereafter keep open one (1) operating account (the "Project Development Account"). The Project Development Account shall be at Truist Bank located in Memphis, Tennessee, and both Developer and Owner shall be authorized signatories on the account, although absent a Developer Default, only Developer's signature on checks drawn on the Project Development Account shall be required.

(b) Developer shall deposit or cause to be deposited by Lender, all Draws and Development Fee installments into the Project Development Account. Developer shall make all Project payments to itself and Consultants (other than General Contractor) from the Project Development Account. Developer shall make, keep, and furnish to Owner, upon request, accurate records of all deposits and withdrawals from the Project Development Account. Each withdrawal record made by Developer shall indicate the associated Draw Request, the payee, the amount, the date, the type of Development Cost involved, and any other information that Owner or Lender reasonably requires.

(c) All funds in the Project Development Account shall be separate from, and not commingled with, all other funds of Developer.

(d) If there exists an uncured Developer Default Event, then Owner, following the expiration of any cure period set forth herein, may assume sole control of the Project Development Account during the pendency of such uncured Developer Default Event after ten (10) Business Days' notice to Developer. During such time, (x) Owner shall be solely liable for payment of all sums held in and disbursed from the Project Development Account, (y) Developer shall not be held responsible for any action or inaction of Owner related to the Project Development Account, and (z) Owner shall indemnify Developer for any actions taken by or failed to be taken by Owner related to Owner's takeover of the Project Development Account.

(e) The Parties agree that a disbursement agreement will be entered into with respect to disbursement process relating to the Construction Loan. To the extent that the foregoing provisions of this Section 6.03 conflict with the provisions of such disbursement agreement, the Parties agree that the provisions of disbursement agreement shall control.

Section 6.04. Draw Requests and Draws.

(a) Developer shall make all requests ("Draw Requests") for payments of Development Costs ("Draws") in writing to Owner. Only one (1) Draw Request may be made in any thirty (30) day period, each Draw Request shall be made at least fifteen (15) days prior to the date funds are requested to be made available, and all Draw Requests shall be subject to the prior approval of Owner and Developer. Draws may be used only to pay for Development Costs incurred.

(b) Draw Requests shall include the following and any other information reasonably required by Owner and/or Lender (a copy of which shall be provided to District):

(i) Summary Report: A listing, by Development Budget line item, of Development Costs incurred, in the form and specificity reasonably required by Owner.

(ii) Detail Report: A listing by Consultant for each of the Development Budget line items listed in the Summary Report, in the form and specificity reasonably required by Owner.

(A) *Supporting Documentation*. A copy of all schedules of values for amounts of at least Ten Thousand Dollars (\$10,000) (and, if requested by Owner, for lesser amounts for particular items) or other documentation supporting the total amount of the current Draw Request, including:

(1) An Application and Certificate of Payment (AIA Document G702), or other document acceptable to Owner, which shall include certifications by General Contractor, Architect, and Developer that Project Construction to the date of the Draw Request is in substantial compliance with the Construction Documents and certification by Architect of the percentage of completion of Project Construction as of date of the Draw Request;

(2) A copy of General Contractor's application for payment, including its conditional lien waivers on progress payments for work in process;

(3) Contractors' duly executed unconditional lien waivers (AIA Document G706) for progress payments made from the previous Draw; and

(4) Other documents reasonably necessary to support Development Costs to be paid by the Draw.

(B) *General Ledger Detail Report*: A cash-basis general ledger reflecting all activity from the date of the most recent Draw Request to the date of the current Draw Request.

(C) *Statement of Cash Receipts and Disbursements*: A listing of all sources and uses of cash from the date of the most recent Draw Request to the date of the current Draw Request.

(D) *Other Supporting Documentation*: All other documents and information reasonably required by Owner or Lender under the Construction Loan Documents.

(c) Owner and Developer acknowledge and agree that written approval of a particular Draw Request by Owner is a prerequisite to funding of such Draw Request or any portion thereof.

Owner, upon receipt of the Draw Request from Developer, shall promptly approve of such Draw Request that are proper for approval so that Developer may process the Draw Request and pay all such costs; *provided, however*:

(i) If Owner shall dispute a Draw Request, Owner shall notify Developer in writing within ten (10) Business Days of Owner's receipt thereof.

(ii) Upon receipt of such a dispute notice, Developer shall provide any additional information or documentation to Owner to explain the nature and propriety of the amount in question.

(iii) If Owner shall continue to dispute a Draw Request after receiving such additional information or documentation, Owner shall notify Developer in writing within five (5) Business Days of Owner's receipt of such additional information or documentation.

(iv) Any failure to dispute a Draw Request, or to continue to dispute a Draw Request, within the ten (10) and five (5) Business Day periods described in paragraphs (i) and (ii) of this subsection (c) shall be deemed to constitute acceptance of such Draw Request by Owner.

(v) District shall be provided written notification of Owner's approval or dispute of a Draw Request.

(d) Developer shall discharge or cause to be discharged of record by bond or otherwise, within twenty (20) days following the date whereupon Developer receives actual knowledge of the filing, of any Lien or Claim filed against the Project for work or materials claimed to have been furnished at Developer's request to or for the benefit of Developer and/or the Project. If Developer shall fail to cause such Lien or Claim to be so discharged or bonded within such period, in addition to any other right or remedy Owner may have, Owner may, but shall not be obligated to, discharge such Lien or Claim by procuring the discharge of such Lien or Claim by the deposit in a court or by bonding, and, in any event, Owner shall be entitled, if Owner shall so elect, to compel the prosecution of any action for the foreclosure of such Lien or Claim by the lienor or claimant and to pay the amount of the judgment, if any, in favor of the lienor, with interest, costs and allowances. Developer shall be liable to Owner, on demand and from time to time, for any sum or sums so paid by or on behalf of Owner and all costs or expenses incurred by Owner, including, but not limited to, reasonable attorneys' fees actually incurred in prosecuting such discharge or in defending any such action; *provided, however*, that if such Lien is established as a result of Owner's failure to make payments hereunder or under the Construction Contract, then Developer shall not be responsible for the removal or satisfaction of such Lien under this Section. Developer agrees to provide Owner with written notice of any Lien filed against the Project promptly following Developer's obtaining actual knowledge of such Lien.

Section 6.05. Reimbursement for Construction Advances. In the event Developer makes any advance to General Contractor or pursuant to any other Construction Contract prior to the date Owner is required to fund such advance, Developer shall be entitled to seek reimbursement for

such advance from Owner but only if, and to the extent, such advance is in accordance with the Development Budget, Project Schedule, and the applicable Construction Contract or such expenditure is approved in writing by Owner. Developer shall submit to Owner a summary of expenses incurred along with all appropriate backup documentation to support the expenses incurred (including but not limited to copies of General Contractor billing statements, Contractor billing statements, lien waivers and other relevant documentation which is required to support the amount of the reimbursement being requested).

Section 6.06. Value Engineering. In the event that Developer determines that the actual total Development Costs of the Project shall exceed the Fixed Price, then upon Developer's determination that such action is necessary, Developer, Architect and General Contractor will undertake Value Engineering to reduce the Development Costs of the Project, subject to approval by Owner and District.

## ARTICLE VII CONDEMNATION AND CASUALTY

### Section 7.01. Developer's Duties in Case of Loss.

(a) Developer shall promptly notify Owner and District of any fire or other damage to the Project or any portion of the Project Site. Developer shall arrange for an insurance adjuster to view the Project Site or the Project before any necessary repairs are commenced. Developer may not settle any losses, complete loss reports, adjust losses, or endorse loss drafts without Owner's and District's prior written consent.

(b) Developer shall promptly notify Owner and District of any personal injury or property damage occurring to the Project or on the Project Site.

### Section 7.02. Casualty.

(a) If, prior to Substantial Completion, a Significant Casualty occurs, then District shall have the right to terminate this Agreement as of the date of such Significant Casualty (i) by notifying Developer and Owner within sixty (60) days after such Significant Casualty, and (ii) subject to (A) Owner's payment of amounts for which Developer is responsible, including, without limitation, work or materials currently in place or ordered, but not yet paid for by Owner (plus applicable fees thereon), any sums Developer is responsible to pay General Contractor under the Construction Contract, plus a prorated portion of any remaining unpaid amount of the Development Fee from Owner to Developer; (B) Owner's payment of all amounts due to any Consultants or other parties in connection with Project Construction; and (C) those matters that expressly survive the termination of this Agreement as set forth herein.

(b) If, prior to Substantial Completion, a Significant Casualty occurs but District does not elect to terminate this Agreement as provided in the preceding Subsection, then Developer shall, subject to the availability of funds to reconstruct the Project and to pay the Development Fee, upon written notice from District acknowledging same, promptly proceed to reconstruct,

restore, and repair the Project and/or the Project Site, as applicable, to the condition substantially equivalent to its condition immediately prior to the Significant Casualty. In such event, a Completion Delay Event shall be deemed to have occurred as of the date of the Significant Casualty, and the completion deadlines under this Agreement shall be extended in accordance with Section 4.03 hereof.

#### Section 7.03. Condemnation.

(a) If, during the Term, a Significant Condemnation occurs, then District shall terminate this Agreement as of the date of such Significant Condemnation (i) by giving written notice to Developer and Owner, and, (ii) subject to (A) Owner's payment of amounts for which Developer is responsible, including, without limitation, work or materials currently in place or ordered, but not yet paid for by Owner (plus applicable fees thereon), any sums Developer is responsible to pay General Contractor under the Construction Contract, plus a prorated portion of any remaining unpaid amount of the Development Fee from Owner to Developer; (B) Owner's payment of all amounts due to any Consultants or other parties in connection with Project Construction; and (C) those matters that expressly survive the termination of this Agreement as set forth herein.

(b) If, during the Term, a Partial Condemnation occurs, then District shall give Developer and Owner prompt written notice thereof, and the part of the Project Site so taken shall no longer constitute part of the Project, but this Agreement shall continue in full force and effect as to the remainder of the Project Site not so taken; *provided, however*, that upon any Partial Condemnation, District may elect to terminate this Agreement if (i) in the good faith judgment of District, the remaining portion of the Project Site cannot be economically and practically utilized by District for Project Construction and operation of the Project; or (ii) the Partial Condemnation shall have a material adverse effect upon the means of access to the Project Site or the Project. District shall give notice to Developer and Owner of District's election to terminate this Agreement not later than sixty (60) days after notice of such Partial Condemnation, and this Agreement shall terminate, subject to (x) Owner's payment of amounts for which Developer is responsible, including, without limitation, work or materials currently in place or ordered, but not yet paid for by Owner (plus applicable fees thereon), any sums Developer is responsible to pay General Contractor under the Construction Contract, plus a prorated portion of any remaining unpaid amount of the Development Fee from Owner to Developer; (y) Owner's payment of all amounts due to any Consultants or other parties in connection with Project Construction; and (z) those matters that expressly survive the termination of this Agreement as set forth herein.

(c) If, during the Term, a Partial Condemnation occurs but District does not elect to terminate this Agreement as provided in the preceding Subsection and Developer reasonably expects the Partial Condemnation to delay the completion of the Project beyond the Guaranteed, then a Completion Delay Event shall be deemed to have occurred as of the date of the Partial Condemnation and the completion deadlines under this Agreement shall be extended in accordance with Section 4.03 hereof and a revised Development Budget and revised Construction Documents shall be prepared by Developer and submitted to Owner and District for their approval (such approval not to be unreasonably withheld), and which shall, upon Owner's and District's approval

thereof, reflect the changes to the Project and the cost to complete the Project as a result of such Partial Condemnation.

ARTICLE VIII  
COVENANTS AND AGREEMENTS

Section 8.01. Negative Covenants of Developer. Developer shall not, without the prior written consent of Owner and District, do or permit to be done any of the following:

(a) Amend or modify the Construction Contract, the Architectural Contract, or the Construction Documents (except upon the terms and conditions set forth in Section 2.06 hereof); and

(b) Amend or modify the Project Budget, other than to reallocate demonstrated line item savings, as necessary.

Section 8.02. Owner's and District's Obligations. During the Term, Owner and District shall:

(a) cooperate with Developer in developing and finalizing the Contract Documents, the Construction Documents, the Project Schedule, the Development Budget, and Construction Loan Documents for the Project;

(b) promptly respond to requests from Developer including giving necessary consents and approvals to Developer within any reasonable time for such consent or approval specified by Developer; *provided, however*, if Owner or District shall fail or refuse to respond to any such request from Developer within five (5) Business Days, such failure or refusal shall be deemed an approval thereof;

(c) ensure Owner Representative and District Representative, respectively, attend Project progress meetings to discuss procedures, progress, problems and scheduling;

(d) direct through Developer any and all communications with Consultants and any others related to Project Construction;

(e) not consent to any amendment to any Construction Loan Document the result of which would be to increase the duties, obligations or liabilities of Developer without Developer's prior written consent;

(f) review and approve all Draw Requests in accordance with Article VI hereof, ensure the timely funding of all Development Costs in accordance with the Development Budget, and ensure that all monthly applications for payment for Development Costs, Development Fees, and any other expenses and reimbursements that are properly prepared and submitted in accordance with the requirements of this Agreement are promptly paid; and

### Section 8.03. Indemnity.

(a) Developer shall indemnify, defend, and hold harmless Owner and District, their members, and their respective officers, managers, directors, agents, and employees from and against any and all Claims, demands, losses, liabilities, actions, lawsuits, and other proceedings, judgments, awards, costs, and expenses (including reasonable attorneys' fees and disbursements) related to the Project and arising out any breach of Developer's representations or obligations hereunder, except for such Claims, demands, losses, liabilities, actions, lawsuits, and other proceedings, judgments, awards, costs, and expenses (including reasonable attorneys' fees and disbursements) as are caused directly by the negligence of Owner and/or District, or their officers, directors, or employees. The indemnity obligation provided for herein shall terminate upon the Termination Date, *provided* that Developer shall be and remain liable for any liability arising hereunder prior to the Termination Date.

(b) Owner shall indemnify, defend, and hold harmless Developer, and its officers, directors, agents, and employees from and against any and all Claims, demands, losses, liabilities, actions, lawsuits, and other proceedings, judgments, awards, costs, and expenses (including reasonable attorneys' fees and disbursements) related to the Project and arising out of any breach of Owner's representations or obligations hereunder, except for such Claims, demands, losses, liabilities, actions, lawsuits, and other proceedings, judgments, awards, costs, and expenses (including reasonable attorneys' fees and disbursements) as are caused directly by the negligence of Developer, or its officers, directors, or employees. The indemnity obligation provided for herein shall terminate upon the Termination Date, *provided* that Owner shall be and remain liable for any liability arising hereunder prior to the Termination Date.

(c) Notwithstanding anything to the contrary contained herein, Owner acknowledges that any and all latent conditions, environmental conditions, Hazardous Substances or contamination existing on, in or under, or affecting, the Project Site as of the Effective Date (whether known or unknown) are the sole responsibility of Owner. Owner will defend, indemnify and hold Developer harmless and hereby releases Developer and all of its officers, employees, directors, members and agents from any and all Claims, demands, liabilities, costs and expenses (including reasonable attorneys' fees) caused by, growing out of, or otherwise happening in connection with any such environmental or other conditions for which Owner is responsible under this Section. Owner further acknowledges that it will be solely responsible for the cost of all remediation of any environmental or other conditions and contamination for which it is responsible under this Section.

### Section 8.04. Related Contracts.

(a) Developer agrees, at Developer's expense, to enforce or cause to be enforced, performance, as applicable, of provisions of the Services Agreements in a commercially reasonable manner such that all work performed and services provided under each Services Agreement will be performed and provided, as the case may be, in accordance with its terms. Notwithstanding the foregoing, Owner and District shall have the right to enforce each such Services Agreement directly, and Developer shall cooperate with Owner and District in all

reasonable respects to such enforcement. Upon the request of Owner and District from time to time, Developer shall provide or cause to be provided to Owner and District a list and copies of all Services Agreements.

(b) Developer shall use commercially reasonable efforts to include in all Services Agreements and any other contracts it executes in connection with the Project after the Effective Date an indemnity provision requiring the other contracting party to indemnify and save harmless Owner and its officers, directors, managers, agents, and employees from and against all Claims, losses, and liability resulting from any damage to, injury to, or death of, people or property caused by, occasioned by, in connection with, or arising out of the performance of the Services or work of that contracting party, its employees, or agents, and from and against all related fees, costs, and attorneys' fees and costs.

(c) Subject to the terms and provisions of this Agreement, Owner and District recognize and acknowledge that Developer may contract with and/or obtain goods and services for the Project from subsidiaries and other Affiliates of Developer; *provided, however*, all such arrangements must be previously approved in writing by Owner.

Section 8.05. Assignment of Guaranties and Warranties. Developer, as assignor, hereby conditionally assigns, transfers and sets over to Owner, as assignee, all of its right, title, and interest in and to all guaranties and warranties received by Developer from Consultants in connection with the design, construction, and development of the Project, *provided* Developer shall be subrogated to the rights of Owner with respect to any Claims which have been guaranteed hereunder and satisfied by Developer pursuant hereto. Developer shall not take, and has not taken, any action or done anything which could limit the enforceability of such guaranties and warranties.

Section 8.06. Inspections and Monitoring. Owner, District, and Lender each may inspect and monitor the Project and the Services at any time, upon reasonable prior notice to Developer, Developer Representative, or the General Contractor. However, Owner, District, and Lender, as applicable, will be required to sign in with Developer at the Project Site and to follow Developer's safety regulations in all respects. No such inspections or monitoring shall be of a nature that causes any delays in the progress of the development of the Project. In the event any such inspections or monitoring shall cause any delays in the progress of the development of the Project, the Guaranteed Date shall be extended by the number of days of such delay, *provided* that Developer shall give written notice to Owner and District of any such claimed delays within seven (7) days after the event causing any such delay.

Section 8.07. Utilities.

(a) Developer, as part of the Services, shall:

(i) install, or cause to be installed, all infrastructure required to provide the Project with utilities, including, without limitation, electricity, water, sewer, gas, telephone and fiber optic cable (including internet service);

(ii) install, or cause to be installed, all connections and wiring for fully servicing the Project in accordance with the Construction Documents; and

(iii) construct and install, or cause to be constructed and installed, all sewer facilities within and outside the Project Site that are required or contemplated by the Project;

(b) Included as Development Cost will be all costs and expenses for the provision of all utilities to the Project Site in a timely manner for purposes of enabling Developer to perform the Services in accordance with this Agreement and as needed for utilities to be available at the Project permanently after Final Completion.

(c) Developer shall prepare and negotiate such contracts, easements, licenses and other agreements as are necessary or desirable for the provision of water, sewer, gas, electric, telephone, cable television and other utilities (collectively, "Access and Utility Agreements"), in capacities adequate for the development and use of the Project for its intended purposes. Developer is hereby authorized by Owner and District to sign all such Access and Utility Agreements as agent for and in the name of Owner and/or District. Owner shall cooperate in all reasonable respects with respect to granting easements on Owner's and property where reasonably required to facilitate the provision of utilities to the Project Site.

ARTICLE IX  
DEFAULT; TERMINATION; AND FORCE MAJEURE EVENT

Section 9.01. Developer Default Events. The occurrence of any one or more of the following events (whether such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) shall constitute a "Developer Default Event":

(a) Developer shall fail or refuse to provide any of the Services or to perform any other duties or obligation under this Agreement in the manner and within the time period required by this Agreement and such failure or refusal shall continue for a period of thirty (30) days after written notice specifying such failure or refusal and requesting that it be corrected, cured, or remedied shall have been given to Developer by Owner or District. In the case of any failure that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Owner and District, such failure shall not constitute a Developer Default Event if corrective action shall be instituted by Developer within the applicable period and diligently pursued until the failure shall have been corrected, cured, or remedied to the satisfaction of Owner and District (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(b) A Consultant shall commit or permit a breach of any of the duties or obligations required to be performed by Developer under this Agreement in the manner and within the time

period required by this Agreement and such breach shall continue for a period of thirty (30) days after written notice specifying such breach and requesting that it be corrected, cured, or remedied shall have been given to Developer by Owner or District. In the case of any breach that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Owner and District, such breach shall not constitute a Developer Default Event if corrective action shall be instituted by Developer or Consultant within the applicable period and diligently pursued until the failure shall have been corrected, cured, or remedied to the satisfaction of Owner and District (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(c) Any representation or warranty made by Developer in any statement or certificate furnished to Owner or District shall prove to have been inaccurate in any material respect as of the date of the issuance or making thereof and shall not have been corrected within thirty (30) days after written notice specifying such inaccuracy and requesting that it be corrected, cured, or remedied shall have been given to Developer by Owner or District. In the case of any such inaccuracy that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Owner and District, such inaccuracy shall not constitute a Developer Default Event if corrective action shall be instituted by Developer within the applicable period and diligently pursued until the inaccuracy shall have been corrected, cured, or remedied to the satisfaction of Owner and District (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(d) Developer shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any Debtor Relief Law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of, or taking possession by, any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(e) An involuntary case or other proceeding shall be commenced against Developer seeking liquidation, reorganization or other relief with respect to it or its debts under any Debtor Relief Law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days; or an order for relief shall be entered against Developer under the federal bankruptcy laws as now or hereafter in effect; or

(f) Developer shall fail to maintain Developer's Insurance as required by Section 2.07 hereof.

Section 9.02. Owner's and District's Remedies.

(a) Upon the occurrence of any Developer Default Event and at any time thereafter, Owner or District may, so long as such Developer Default Event is continuing, terminate this Agreement, subject to the Construction Loan Documents, and in addition to any other right or remedy Owner may have on account of such Developer Default Event.

(b) In order to entitle Owner or District to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

(c) Upon any termination of the Agreement under the provisions of this Section:

(i) Owner shall pay to Developer, within sixty (60) days of the date of such termination, reimbursable costs payable hereunder up to the date of such termination; *provided; however*, Owner may offset any amounts payable as Delay Damages to Owner against any amount to be paid to Developer under this subsection;

(ii) Developer and Owner shall meet as soon as practicable and, as approved by Lender and District, Developer shall develop a program to transfer or shut down the Project, give appropriate notices, and implement an appropriate program to secure the Property against unlawful entry and vandalism;

(iii) Owner shall promptly pay to Developer the cost of all services, materials and supplies, if any, which may have been ordered or requested by Developer as a result of its obligations arising under this Agreement so long as such items consist of Development Costs and have been paid for by Developer as of the date of termination or are paid for by Developer within forty-five (45) days after the date of termination; and

(iv) To the extent required by Owner or District, Developer shall assign to Owner or District and Owner or District (as the case may be) shall assume Services Agreements, and in such case Owner shall indemnify Developer against any liability for obligations of Developer under the assumed Services Agreements accruing after the date of such assumption, except to the extent such liability results from Developer's malfeasance, willful misconduct, negligence or misrepresentation.

(d) In the event that this Agreement is terminated for any reason, all Construction Documents and Contract Documents shall become the property of Owner and District, or shall be assigned to Owner or District, as applicable, upon payment in full by Owner of all amounts due to Developer under or as a result of a breach of this Agreement *provided; however*, Owner may offset any amounts payable as Delay Damages to Owner against any amount to be paid to Developer under this subsection. Developer shall require a consistent provision in the Construction Contract and Architect's Contract.

Section 9.03. Owner Default Event. The occurrence of any one or more of the following events (whether such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) shall constitute an "Owner Default Event":

(a) Owner shall fail or refuse to pay Development Costs (other than Development Cost Overruns) or to make any payment to Developer under Section 3.01 hereof in a manner and within the time required by this Agreement and such failure shall continue for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to Owner by Developer. In the case of any failure that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Developer, such failure shall not constitute an Owner Default Event if corrective action shall be instituted by Owner within the applicable period and diligently pursued until the failure shall have been corrected, cured, or remedied to the satisfaction of Developer (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(b) Owner shall fail to perform or cause to be performed any other covenant, condition, or provision on its part herein contained within the time period required by this Agreement and such failure shall continue for a period of thirty (30) days after written notice specifying such failure and requesting that it be corrected, cured, or remedied shall have been given to Owner by Developer. In the case of any failure that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Developer, it shall not constitute an Owner Default Event if corrective action shall be instituted by Owner within the applicable period and diligently pursued until the failure shall have been corrected, cured, or remedied to the satisfaction of Developer (but in no event shall the cure period exceed ninety (90) days from the expiration of the initial thirty (30) day period);

(c) Any representation or warranty made by Owner in any statement or certificate furnished to Developer in connection with this Agreement shall prove to have been inaccurate in any material respect as of the date of the issuance or making thereof and shall not have been corrected within thirty (30) days after written notice specifying such inaccuracy and requesting that it be corrected, cured, or remedied shall have been given to Owner by Developer. In the case of any such inaccuracy that, by its nature, cannot with due diligence be corrected, cured, or remedied within such thirty (30) day period, but that can be wholly corrected, cured, or remedied within a period of time not materially detrimental to the rights or interests of Developer, it shall not constitute an Owner Default Event if corrective action shall be instituted by Owner within the applicable period and diligently pursued until the inaccuracy shall have been corrected, cured, or remedied to the satisfaction of Developer (but in no event shall the cure period exceed one hundred twenty (120) days from the expiration of the initial thirty (30) day period);

(d) The occurrence of a default or an event of default under any Construction Loan Document, not resulting from a Developer Default Event, and the continuation thereof beyond any cure or grace period provided therein;

(e) Owner shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any Debtor Relief Law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of, or taking possession by, any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing; or

(f) An involuntary case or other proceeding shall be commenced against Owner seeking liquidation, reorganization or other relief with respect to it or its debts under any Debtor Relief Law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days; or an order for relief shall be entered against Owner under the federal bankruptcy laws as now or hereafter in effect.

#### Section 9.04. Developer's Remedies.

(a) Upon the occurrence of an Owner Default Event for failure to pay Development Costs, Developer shall have the right, in addition to any other rights Developer may now or hereafter have at law or in equity or by statute, to terminate this Agreement and Owner covenants and agrees to pay to Developer amounts for which Developer is responsible, including, without limitation, work or materials currently in place or ordered, but not yet paid for by Owner (plus applicable fees thereon), any sums Developer is responsible to pay General Contractor under the Construction Contract or any other Consultants under any other Contract Documents, plus any remaining unpaid amount of the Development Fee that would have been earned had the Project been fully completed.

(b) For any Owner Default Event (other than failure to pay Development Costs), Developer shall be entitled to pursue any other remedies at law or in equity other than termination of this Agreement with the understanding that neither the occurrence of an Owner Default (other than Owner's failure or refusal to pay Development Costs or the Development Fee after the expiration of any applicable cure or grace period) nor the pendency of a Claim constitute grounds for the suspension of performance by Developer, in whole or in part unless Developer is excused from performance in writing by Lender and District.

(c) In order to entitle Developer to exercise any remedy reserved to it in this Section, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 9.05. Force Majeure Event. No Party shall be in default under this Agreement to the extent that such Party's performance is delayed or otherwise made impossible or impracticable by a Force Majeure Event. Developer shall not be required to incur any cost or expense as a result of a Force Majeure Event, and time frames required for performance hereunder shall be extended in accordance with Section 4.03 hereof during the pendency of any Force Majeure Event. Developer shall advise Owner and District of any Force Majeure Event promptly after receiving notice thereof. In the event that Developer shall fail to advise Owner or District of such Force Majeure Event within thirty (30) days after receiving notice thereof, its rights to claim such event shall be deemed waived.

ARTICLE X  
MISCELLANEOUS

Section 10.01. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof, supersedes all prior negotiations, representations, understandings and agreements of, by or among the Parties, express or implied, oral or written which are fully merged herein. The express terms of this Agreement control and supersede any course of performance and/or customary practice inconsistent with any such terms. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement unless such agreement is in writing and signed by the Party against whom enforcement of such change, modification, discharge or abandonment is sought.

Section 10.02. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall be deemed personal to Developer, Owner, and District and, as such, may not be assigned by any Party without the prior written approval of the other Parties, which approval may be withheld in such Parties' absolute and sole discretion; *provided, however*, that this Agreement may be collaterally assigned by Owner as security financing on the Project. Developer shall continue to perform its obligations under this Agreement following any such assignment, *provided* Developer continues to receive its Development Fee and funding for the Project continues. Notwithstanding the forgoing, Developer may also assign this Agreement, without the approval of the other Parties, to an Affiliate of Developer.

Section 10.03. Notices. All notices required or permitted to be given under this Sublease shall be in writing and shall be deemed given and received: (i) one Business Day after deposit prepaid with a reputable overnight courier; (ii) upon personal delivery during regular business hours of the recipient; (iii) upon transmission via email during regular business hours of recipient, with a confirmation copy mailed by first class mail, postage prepaid, addressed to the other Parties' address; or (iv) by mail, postage prepaid, to the address of the Parties listed below by depositing the same with the United States Postal Service, to be effective three (3) days after mailing:

- (a) If to Owner at:           Healthy Community Education Partners, Inc.  
                                          ATTN: Vicki Lake  
                                          111 E. Main Street, Ste. 201  
                                          Jackson, TN 38301

Email: vicki.lake@wth.org

with copy to: Spragins, Barnett & Cobb, PLC  
ATTN: Nicholas B. Latimer  
312 East Lafayette Street  
Jackson, TN 38301  
Email: nbl@spraginslaw.com;

(b) if to District at: Jackson-Madison County School System  
ATTN: Superintendent  
310 North Parkway  
Jackson, TN 38305  
Email: trwashington@jmcass.org

with copy to: Rainey, Kizer, Reviere & Bell, P. L. C.  
ATTN: Dale Thomas  
209 East Main Street  
Jackson, TN 38301  
Email: dthomas@raineykizer.com; and

(c) if to Developer at: Healthy Community, LLC  
ATTN: Pete Evans  
65 Union Avenue, 12th Floor  
Memphis, TN 38103  
Email: pevans@henryturley.com

&

ATTN: Lance Henderson  
65 Union Avenue, 12th Floor  
Memphis, TN 38103  
Email: lhenderson@henryturley.com

with copy to: Martin, Tate, Morrow & Marston, P.C.  
ATTN: Clayton C. Purdom  
6410 Poplar Avenue, Suite 1000  
Memphis, TN 38119  
Email: cpurdom@martintate.com

The Party to receive notices and the place notices are to be sent for any Party may be changed by notice given pursuant to the provisions of this Section.

Section 10.04. No Waiver. Neither the failure nor any delay on the part of any Party to this Agreement to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege

preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege operate as a waiver with respect to any other such occurrence. No waiver shall be effective unless it is in writing and is signed by the Parties asserting such waiver.

Section 10.05. Time. The Parties acknowledge and agree that time is of the essence in the performance of this Agreement.

Section 10.06. Limited Third-Party Beneficiary Rights. This Agreement is made solely and specifically between and for the benefit of the Parties, and their respective successors and permitted assigns, subject to the express provisions hereof relating to successors and assigns, and, except as expressly set forth below, no other Person shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

Section 10.07. Non-Exclusive Remedies. Except as otherwise provided herein, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every such remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. It is expressly agreed that the remedy at law for breach by any of the Parties for its obligations hereunder is inadequate in view of the complexities and uncertainties in measuring the actual damages that would be sustained by reason of any Party's failure to comply fully with each of such obligations. Accordingly, the obligations of each Party are expressly made enforceable by specific performance, except as otherwise specifically provided herein.

Section 10.08. Additional Acts. In connection with this Agreement and the transactions contemplated hereby, the Parties each agree to execute and deliver such additional documents and instruments and take all such necessary action and perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement.

Section 10.09. Severability. The provisions of this Agreement are independent of and separable from each other, and no provisions shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other provision may be invalid or unenforceable in whole or in part.

Section 10.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the Parties reflected on this Agreement as the signatories.

Section 10.11. Captions. The captions in this Agreement are inserted for convenience of reference, they form no part of this Agreement and shall not affect its interpretation.

Section 10.12. Waiver of Jury Trial. THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY FOR ANY LITIGATION ARISING WITH RESPECT TO THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT.

Section 10.13. Waiver of Special Damages. Notwithstanding anything in this Agreement that may be to the contrary, all Claims, demands, losses and damages assertible by any of the Parties against the other in any suit or cause of action arising out of or relating to this Agreement are limited to direct, proximately caused damages, and exclude all special, consequential or indirect damages including, without limitation, business loss or interruption and lost profit.

Section 10.14. Relationship Between Parties. The relationship of the Parties shall be limited to the development and construction of the Project as described herein. Nothing herein shall be deemed to create a partnership or joint venture between or among the Parties, or to authorize any Party to act as general agent (as opposed to any specific agency relationship created by this Agreement) for any other Party.

Section 10.15. Authorized Representatives. Any consent, approval, authorization or other action required or permitted to be given or taken under this Agreement by Developer, Owner or District, as the case may be, shall be given or taken only by Developer Representative, Owner Representative, or District Representative, respectively. Any Party may from time to time designate other or replacement authorized representatives to the other Parties. The written statements and representations of Developer Representative, Owner Representative, or District Representative shall be binding upon the Party for whom such person is an authorized representative, and the other Parties shall have no obligation or duty whatsoever to inquire into the authority of any such representative to take any action which he or she proposes to take.

Section 10.16. Governing Law. This Agreement shall be governed, construed, performed and enforced in accordance with the laws of the State, exclusive of its choice of law principles.

Section 10.17. Change in Law. If it is the reasonable opinion of counsel of any Party, that, due to new or existing Applicable Law, that any activity contemplated by this Agreement shall not comply, or is not reasonably likely to be found by a court with applicable authority to comply with Applicable Law, then the Parties shall negotiate in good faith to attempt to alter their legal relationship to comply with Applicable Law while preserving the material terms of this Agreement.

Section 10.18. Attorney's Fees. In any lawsuit or injunctive proceeding between the Parties concerning any part of this Agreement or the rights and duties of any Party, the Party prevailing in the matter (as determined by the court) shall be entitled to recover its reasonable attorneys' fees, expert costs, and court costs, to the extent permitted by Applicable Law, including, without limitation, reasonable attorney's fees and costs related to any post-judgment collection or enforcement proceedings.

Section 10.19. Venue. Venue for any litigation between the Parties that relates to or arises out of this Agreement or its breach shall be exclusively in a trial court in the County or in the

Federal District Court that includes within it the County, with the Parties expressly waiving any rights to begin, defend, or remove any such litigation in any other forum or venue.

Section 10.20. Amendment. This Agreement may not be modified, amended or terminated in whole or in part in any manner other than by an agreement in writing duly signed by the Parties.

Section 10.21. Exhibits Incorporated. All of the Exhibits attached to this Agreement are a part of this Agreement and are incorporated herein by reference as fully as if copied herein verbatim.

***[The remainder of this page is intentionally left blank.]***

**DEVELOPMENT AGREEMENT**

(Madison Academic)

IN WITNESS WHEREOF, Developer, Owner, and District have caused this Agreement to be signed in their names by their duly authorized representatives and delivered as their act and deed, intending to be legally bound by its terms and provisions.

**DEVELOPER:**

HEALTHY COMMUNITY LLC, a Tennessee limited liability company

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

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

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

**OWNER:**

HEALTHY COMMUNITY EDUCATION PARTNERS, INC., nonprofit public benefit corporation of the State of Tennessee

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

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

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

**DISTRICT:**

JACKSON-MADISON COUNTY SCHOOL SYSTEM, a governmental entity and political subdivision of the state of Tennessee

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

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

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

**DEVELOPMENT AGREEMENT**  
(Madison Academic)

**EXHIBIT "A"**

Description of the Land

The following described property lying in the City of Jackson, Madison County, Tennessee and being a portion of the property as shown on Tax Map 77L, Group D, Parcel 1.00 in the Assessor's Office of Madison County, Tennessee, and described in Deed Book 711 Page 1156 in the Register's Office of Madison County, Tennessee and being more particularly described as follows:

**BEGINNING** at a half inch rebar found in the east margin of Lambuth Blvd., being 30 feet from center and at the northeast corner of The City of Jackson property as described in Deed Book 700 Page 386 in the Register's Office of Madison County, Tennessee having Tennessee State Plane Coordinates of N 481098.69 E 1128483.71; Runs thence with north line of The City of Jackson property, North 86 degrees 43 minutes 45 seconds West a distance of 190.50 feet to a crows foot painted on the concrete; Runs thence with the west lines of the City of Jackson, William Harry Moore Trust (Deed Book 750 Page 671), Juxtified LLC (Deed Book 749 Page 13), Chris Strong (Deed Book 747 Page 1625), South 03 degrees 20 minutes 08 seconds West a distance of 252.92 feet to an iron pin found in Chris Strong's north line as described in Deed Book 752 Page 729; Runs thence with the north lines of Chris Strong, Linda S. Laney Living Trust (Deed Book 709 Page 102), Lee Bishop (Deed Book 703 Page 1700, North 84 degrees 04 minutes 28 seconds West a distance of 150.41 feet to a 1 inch iron pipe found at William Matlock's northeast corner as described in Deed Book 701 Page 1031; Runs thence with the north lines of Matlock and then Joan Wilson Trust (Deed Book 733 Page 166), North 86 degrees 35 minutes 55 seconds West a distance of 94.82 feet to a fence post; Runs thence with an interior line of the Wilson tract, South 03 degrees 47 minutes 19 seconds West a distance of 4.92 feet to a 5/8 inch iron rod found; Runs thence North 87 degrees 44 minutes 41 seconds West a distance of 25.00 feet to a 5/8 inch iron rod found at Juxtified LLC's north east corner as described in Deed Book 748 Page 1582; Runs thence with Juxtified LLC's north line, North 85 degrees 06 minutes 29 seconds West a distance of 89.47 feet to a half inch rebar set, with identification cap stamped Surveying Services (typical of all iron pins set); Runs thence with a new division line as of this survey as follows, North 03 degrees 33 minutes 08 seconds East a distance of 373.80 feet to a PK Nail set; Runs thence North 86 degrees 08 minutes 24 seconds east a distance of 32.25 feet to an iron pin set; Runs thence South 86 degrees 44 minutes 30 seconds East a distance of 130.56 feet to an iron pin set; Runs thence North 03 degrees 16 minutes 15 seconds East a distance of 6.00 feet to an iron pin set; Runs thence South 86 degrees 44 minutes 30 seconds East a distance of 201.38 feet to an iron pin set; Runs thence North 03 degrees 20 minutes 08 seconds East a distance of 188.18 feet to an iron pin set in the south margin of Maple Street (20 feet from the centerline); Runs thence with the south margin of Maple Street, South 86 degrees 44 minutes 11 seconds East a distance of 184.69 feet to the intersection of the west margin of Lambuth Blvd.; Runs thence with the west margin of Lambuth Blvd., South 03 degrees 20 minutes 08 seconds West a distance of 323.50 feet to the **Point of Beginning** containing **4.53 acres** as surveyed by Surveying Services, Inc., 41 Heritage Square, Jackson, Tennessee 38305 (731-664-0807).

**INCLUDED** with this property is a **10 foot Drainage Easement** lying 5 feet on either side of the following described centerline; Beginning in the south margin of Maple Street (20 feet from the centerline) and being, as measured along the south margin of Maple Street, 398.61 feet west of the west margin of Lambuth Blvd (30 feet from the centerline); Runs thence with an existing pipe, South 3 degrees 19 minutes 20 seconds West 162.67 feet to an existing Inlet; Runs thence with an existing pipe, South 11 degrees 24 minutes 45 seconds West 31.85 feet to the north line of the above 4.53 acre tract.

TOGETHER WITH, the non-exclusive right to utilize the roadways constructed on Grantor's adjacent land (the "Access Roads") for access from the Property to North Fairgrounds Street. The Access Roads are currently described in Exhibit A-1 attached hereto, but may be relocated at Grantor's option so long as at least two 30' wide roads are provided to allow for access from the Property across Grantor's adjacent Land to North Fairgrounds Street. In such event, the Parties shall record an amendment to this Deed recognizing the new location.

BEGINNING at a stake in the west margin of Lambuth Boulevard (formerly Long Street) and in the south margin of Strock Street, runs thence West with the south margin of Strock Street one hundred ninety (190) feet to a stake on a ten foot alley; thence South fifty (50) feet to a stake in the northwest corner of Lot No. 3 of the Strock Addition to the City of Jackson; thence East one hundred ninety (190) feet to the west margin of Lambuth Boulevard; thence North with the west margin of Lambuth Boulevard fifty (50) feet to the beginning. BEING Lot 4 of said Strock Addition to the City of Jackson, appearing of record in Plat Book 1, at Page 29, in the Register's Office of Madison County, Tennessee.

BEING the same property conveyed to Jackson Community Redevelopment Agency (Jackson CRA), a public instrumentality created by the City of Jackson by Quitclaim Deed of record in Deed Book 704, Page 1472, in the Register's Office of Madison County, Tennessee.

**DEVELOPMENT AGREEMENT**

(Madison Academic)

**EXHIBIT "B"**

Development Budget

**Healthy Community, LLC  
Jackson Schools Project 1/29/2020**

**Madison  
Academic**

<u>Item</u>	<u>Cost</u>
Square Footage	58,800
Land	
Construction Cost Costs	12,599,875
Architecture & Engineering	669,854
Legal, Accounting & Consulting	53,094
Closing Fees & Expenses	50,746
Construction Oversight Fee	125,999
Development Fee	279,973
<b>Total Project Cost</b>	<b>13,779,541</b>

**DEVELOPMENT AGREEMENT**  
(JCM)

**EXHIBIT "C"**

**DEVELOPER'S INSURANCE**

A. The insurance coverage required under this Agreement shall be written by reputable insurance companies that are financially sound and solvent and legally qualified to issue such insurance in the State. Any insurance company selected by Developer shall be rated in A.M. Best's Insurance Guide or any successor thereto (or if there be none, an organization having a similar national reputation) and shall have a general policyholder rating of "A" (or comparable rating for a rating by an organization other than A.M. Best) and a financial rating of a least "X" (or comparable rating for a rating by an organization other than A.M. Best). Developer shall provide and maintain in force the following minimum insurance coverage, which shall be limited to Developer's activities with respect to the Project and shall not cover Developer's non-Project related activities:

1. Worker's Compensation (statutory amount);
2. Employer's Liability (\$1,000,000 per accident or disease);
3. Commercial General Liability (1993 ISO Occurrence Form or equivalent) (occurrence basis):

Bodily injury (including death) and property damage arising from premises and operations liability, products and completed operations liability (three years), personal injury and advertising liability, contractual liability, fire legal liability, blasting and explosion, collapse of structures, and underground damage liability;

per occurrence: \$1,000,000;

general aggregate: \$2,000,000.

4. Commercial Umbrella Excess Liability (occurrence basis):

per occurrence: \$3,000,000;

aggregate: \$3,000,000.

5. Professional Liability (claims-made basis):

per occurrence: \$1,000,000;

aggregate: \$2,000,000.

B. The Commercial General Liability and Commercial Umbrella Excess Liability policies shall include contractual liability coverage for liabilities assumed by Developer under this Agreement, subject to standard policy stipulations, and shall include endorsements naming Owner as an additional insured. The cost of all insurance required under this Agreement is agreed to be included in the Fixed Price.

C. Owner shall be furnished a Certificate(s) of Insurance with respect to said insurance upon execution of this Agreement. Each policy referred to herein shall provide that it will not be canceled, modified, or amended or its limits reduced or allowed to lapse without renewal, except after not less than thirty (30) days' prior written notice to Owner.

D. Developer shall bear all costs of all deductibles and shall be held responsible for any and all damages as may result from the failure of Developer to exercise its responsibilities as defined under this Agreement.

E. The Professional Liability Insurance shall provide coverage for Developer for acts or omissions of it and its Consultants and representatives who may be engaged in performing Services or other activities under or in connection with this Agreement.

F. Developer shall not violate or knowingly permit any violation of any conditions or terms of the policies of insurance required of Developer under this Agreement. In the event Developer neglects, refuses, or fails to provide or maintain any of the insurance required hereunder or if such insurance is canceled, ceases, or expires for any reason, Owner shall have the right, but not the duty, to procure or maintain the same. In the event Owner does procure or maintain such insurance, Owner shall have, in addition to any and all other available remedies, the right to recover from Developer (including the right of set-off against sums otherwise due Developer) all of the costs associated with procuring or maintaining such insurance.

G. Owner or District may require Developer at any time, and from time to time, during the Term, to obtain and maintain in force additional insurance with coverage or limits in addition to those above-described; *provided, however*, the additional premium cost of any such additional insurance required by Owner shall be borne by Owner, and Developer shall arrange to have such costs billed separately and directly to Owner by the insuring carrier(s).

H. Owner may purchase and maintain such other insurance as it may deem appropriate. No purchase of any such insurance by Owner shall in any way be deemed to alter or amend the rights or responsibilities of Owner or Developer under this Agreement.

I. The Parties agree that Owner and District will be held harmless by Developer for any loss or damage to sheds, tools, equipment, property, and materials of Developer, Consultants, and their respective agents and employees, it being understood that Developer may, at its own expense, carry any insurance which may be required to provide the necessary protection against such loss or damage.

J. Developer shall purchase and maintain or cause to be purchased and maintained builder's risk property insurance upon the Project for the full cost of replacement (or the Fixed Price, whichever is greater) at the time of loss and written on a 1991 Causes of Loss - Special

Form, or its equivalent. This insurance shall include as insureds Owner, Developer, and District, as their interest may appear, and shall insure against loss from the periods of Fire and Extended Coverage, including flood and earthquake, and the value of related soft costs as confirmed by Owner's insurance administrator. The builder's risk policy shall be made payable to Owner.

K. The Parties acknowledge that all of the foregoing provisions requiring Developer to carry insurance shall not be construed as in any manner waiving or restricting the liability of Developer as to any obligations imposed under this Agreement.

**DEVELOPMENT AGREEMENT**  
(Madison Academic)

EXHIBIT "D"

Project Schedule

[attached]

**DEVELOPMENT AGREEMENT**

(Madison Academic)

**EXHIBIT "E"**

Development Team

Pete Evans  
Henry Turley Company  
Email: [pevans@henryturley.com](mailto:pevans@henryturley.com)  
Phone : (901) 674-1335

Lance Henderson  
Henry Turley Company  
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Chris W. Alexander  
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Phone: (731) 554-2079

Hal Crocker  
Healthy Community, LLC  
Email: [hal@crockerconstruction.com](mailto:hal@crockerconstruction.com)  
Phone: (731) 554-2079

**DEVELOPMENT AGREEMENT**  
(Madison Academic)

**EXHIBIT "F"**

Madison Academic School Project Responsibility Matrix

[attached]

# Madison High School Project Responsibility Matrix and Clarifications

Legend		
JMCSS=Jackson Madison County School System	ARCH= Architects	HCP= Healthy Community Education Partners
CM=Construction Manager	CE=Civil Engineer	JMCSSVLSUB= JMCSS Low Voltage Sub CM Note 2
CMSC= Construction Manager Sub-Contractor	EE= Electrical Engineer	EC= Electrical Contractor
CRA=Jackson Community Redevelopment Agency	ME=Mechanical Engineer	

Date 2/06/2020

Line	Description	Design Responsibility	Budgeting	Material Provided By	Installation By	Funding Source	Notes
1	General						
2	Permits	-	CM	CM	-	HCP DEV	
3	Builders Risk Insurance	-	CM	CMSC	CMSC	HCP DEV	
4	Temporary Rest Rooms	-	CM	CMSC	SMSC	HCP DEV	
5	Utilities	-	CM	CMSC	CMSC	HCP DEV	
6	Site Mowing	-	CM	CM	CM	HCP DEV	
7	Temporary Signage	CM/ARCH/JMCSS/CRA	CM	CMSC	CMSC	HCP DEV	
8							
9							
10	Site Work						
11	Demolition	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
12	Grading	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
13	Storm Drain Piping	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
14	Erosion Control/Reporting	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
15	Temporary Fencing	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
16	Fencing	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
17	Site Concrete Curb & Gutter	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
18	Concrete Sidewalks	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
19	Asphalt Paving/Stripping	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
20	Site Furniture	ARCH/CE	ARCH/JMCSS	CM/CMSC	CM/CMSC	HCP DEV	
21	Flag Pole	ARCH/CE	CM/CMSC	CM	CM	HCP DEV	
22	Monument Sign	ARCH/JMCSS	ARCH/JMCSS	CM/CMSC	CM/CMSC	JMCSS	1
23	Wall Signage	ARCH/JMCSS	Allowance	CM/CMSC	CM/CMSC	HCP DEV	
24	Digital Sign power/communication conduit	ARCH/CE/EE/JMCSS	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
25	Digital Sign	JMCSS	JMCSS	CM/CMSC	CM/CMSC	JMCSS	1
26	Landscaping	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
27	Irrigation System	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
28	Irrigation Meter	ARCH/CE	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
29	Termite Treatment	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
30							
31	Concrete	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
32							
33	Masonry	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
34							
35	Metals	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
36							
37	Carpentry	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
38	Blocking	ARCH/SE	CM	CM	CM	HCP DEV	
39	Cabinetry	ARCH/SE	CM/CMSC	CMSC	CMSC	HCP DEV	
40							
41	Molsture Protection						
42	Roof	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
43	Fluid Applied Barrier	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
44	Insulation	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
45	Joint Sealants	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
46							
47	Doors/Windows						
48	Doors/Hardware	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
49	Storefront	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
50	Colling Doors	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
51							
52	Finishes						
53	Drywall	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
54	Paint	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
55	Floor Covering	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
56	Tile	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
57	Acoustical Ceilings	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
58	Sprayed Ceilings	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
59	Decorative Acoustical Panels	ARCH	CM/CMSC	JMCSS	JMCSS	JMCSS	
60							
61	Speclalties						
62	Fire Extinguishers/Cabinets	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	

<p><b>Madison High School Project Responsibility Matrix and Clarifications</b></p>		Legend					Date 2/06/2020
		JMCSS=Jackson Madison County School System	ARCH= Architects	HCP= Healthy Community Education Partners	CM=Construction Manager	CE=Civil Engineer	
		CMC= Construction Manager Sub-Contractor	EE= Electrical Engineer	EC= Electrical Contractor			
		CRA=Jackson Community Redevelopment Agency	ME=Mechanical Engineer				
Line	Description	Design Responsibility	Budgeting	Material Provided By	Installation By	Funding Source	Notes
63	ADA RR Partitions & Signage	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
64	Door/Room ADA Signage	ARCH/JMCSS	CMSC	CMSC	JMCSS	HCP DEV	
65							
66	Elevator	ARCH	CM/CMSC	CMSC	CMSC	HCP DEV	
67							
68	Furniture/Fixtures						
69	Furniture/Lab Cabinets/Counters	ARCH	ARCH	JMCSS	JMCSS	JMCSS	
70	Class Room Storage Casework	ARCH	CM	CMSC	CMSC	JMCSS	
71	Window Blinds	ARCH	CM	JMCSS	JMCSS	JMCSS	
72	Defibrillator & Cabinets	ARCH	CM	JMCSS	CM	JMCSS	
73	Smart Boards	JMCSS	JMCSS	JMCSS	JMCSS	JMCSS	
74	Kitchen Equipment	JMCSS	CM/JMCSS	JMCSS	HCP DEV	JMCSS	3
75	HVAC						
76	HVAC Roof Curbs	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
77	Mechanical Units	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
78	Duct Work	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
79	Lab Exhaust	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
80	Gas Piping	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
81	Temporary Heat/Cooling	CM/CMSC	CM/CMSC	CM/CMSC	CM/CMSC	HCP DEV	
82							
83	Plumbing						
84	Building Meter	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
85	Landscaping Meter	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
86	Underground Service	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
87	Building Plumbing	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
88	Plumbing Fixtures	ME	CM/CMSC	CMSC	CMSC	HCP DEV	
89	Temp Hose Bibbs for Construction						
90							
91	Fire Sprinklers						
92	Sprinkler System	ME/CMSC	CM/CMSC	CMSC	CMSC	HCP DEV	
93							
94							
95	Electrical						
96	Electrical Service	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
97	Electrical Distribution	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
98	Lighting Fixtures	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
99	HVAC Power	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
100	Parking Lot Lights/Poles	ARCH/CE/EE	CM/CMSC	CMSC	CMSC	HCP DEV	
101	Temp Service	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
102	Power Distribution for Construction	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
103							
104							
105	Low Voltage - Fire Alarm System						2
106	Fire Alarm Control Panel	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
107	HVAC Smoke Detectors	EE/ME	CM/CMSC	CMSC MEC	CMSC MEC/EL	HCP DEV	
108	Smoke/Heat Detectors	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
109	Early Smoke Detection Hardware	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
110	Water Flow Detectors	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
111	Horns, Strobes, Horn/Strobe Combinations	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
112	Control Modules	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
113	Monitor Modules	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
114	Conduit Systems for Fire Alarm System	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
115	120 VAC Power Circuits for Fire Alarm Control Panel	EE	CM/CMSC	CMSC	CMSC	HCP DEV	
116							
117							
118	Low Voltage - Data and Communications Cabling					JMCSS	2
119	Fiber Risers	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
120	Fiber Riser Pathways	EE	CM	EC	EC	HCP DEV	
121	Multi-Pair Copper Risers	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
122	Copper Riser Pathways	EE	CM	EC	EC	HCP DEV	
123	Fiber Patch Panels	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
124	Fiber Patch Cords	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	

### Madison High School Project Responsibility Matrix and Clarifications

Legend		
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CM=Construction Manager	CE=Civil Engineer	JMCSSLVSub= JMCSS Low Voltage Sub CM Note 2
CMSC= Construction Manager Sub-Contractor	EE= Electrical Engineer	EC= Electrical Contractor
CRA=Jackson Community Redevelopment Agency	ME=Mechanical Engineer	

Date 2/06/2020

Line	Description	Design Responsibility	Budgeting	Material Provided By	Installation By	Funding Source	Notes
125	Multi-Pair Copper Punch Down Panels	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
126	Category 6/6a Horizontal Cabling	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
127	Category 6/6a RJ 45 Jacks and Wall Plates	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
128	Category 6/6a Wall Boxes/Stub Up Conduit	EE	CM	EC	EC	HCP DEV	
129	Category 6/6a Floor Boxes and Conduit	EE	CM	EC	EC	HCP DEV	
130	Category 6/6a Patch Panels	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
131	Category 6/6a Patch Cords	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
132	Ladder Rack Inside Data/Comm Rooms	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
133	Patch Panel/Equipment Racks	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
134	Power Distribution Units for Racks	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
135	Cable Management Components for Racks	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
136	Fire Stop Appliances	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
137	Cable Tray	EE	CM/CMSC	EC	EC	HCP DEV	
138	Bonding/Grounding System	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
139							
140							
141	<b>Low Voltage - Security System</b>					JMCSS	2
142	Indoor Fixed IP Cameras	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
143	Indoor PTZ IP Cameras	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
144	Outdoor Fixed IP Cameras	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
145	Outdoor PTZ IP Cameras	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
146	Category 6 Cabling from IDF to Camera	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
147	Fiber from IDF to Camera where Applicable	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
148	120 VAC Power to PTZ Cameras where Applicable	JMCSSLVSub	CM	EC	EC	HCP DEV	
149	Category 6 and/or Fiber Patch Panels	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
150	Software Licenses for Cameras and/or Access	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
151	Fiber Patch Cords	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
152	Category 6 Patch Cords	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
153	Card Readers	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
154	Access Control Controllers	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
155	120 VAC Power to Access Control Controllers	JMCSSLVSub	CM	EC	EC	HCP DEV	
156	Egress Devices (Infrared, Push Button, Etc.)	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
157	Locking Hardware	ARCH	CM	Door/Hardware	Door/Hardware	JMCSS	
158	Door Hold-Open Devices	ARCH	CM	Door/Hardware	Door/Hardware	JMCSS	
159	Conduit from Cable Tray to Inaccessible Locales	EE	CM	EC	EC	HCP DEV	
160	Wall and/or Ceiling Boxes for Cameras/Readers	EE	CM	EC	EC	HCP DEV	
161	Alarm Panels	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
162	Alarm Device-Motion Detectors	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
163	Alarm Device-Glass Break Detectors	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
164	Alarm Device-Magnetic Door Position Switches	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
165	Alarm Device-Panic Buttons	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
166	Rough-In/Conduit for Alarm Devices	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
167	120 VAC Power to Alarm Panels	EE	CM	EC	EC	HCP DEV	
168	Security Monitors	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
169	Bonding/Grounding System	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
170							
171							
172	<b>Low Voltage - Local Area Network (Wired and Wireless)</b>					JMCSS	2
173	Core Network Switches (if applicable)	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
174	Edge Switches	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
175	Fiber Modules	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
176	Wireless Controller	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
177	Wireless Access Points	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
178	Rack Mounted UPS	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
179							
180							
181	<b>Low Voltage - VoIP Telephony System</b>					JMCSS	2
182	Call Manager Appliance	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
183	VoIP Handsets	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
184	VoIP 802.11 Phones	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
185	Conference Room Phones	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSSLVSub	JMCSS	
186							

<b>Madison High School Project Responsibility Matrix and Clarifications</b>	<b>Legend</b>		
	JMCSS=Jackson Madison County School System	ARCH= Architects	HCP= Healthy Community Education Partners
	CM=Construction Manager	CE=Civil Engineer	JMCSSLVSUB= JMCSS Low Voltage Sub CM Note 2
	CMSC= Construction Manager Sub-Contractor	EE= Electrical Engineer	EC= Electrical Contractor
	CRA=Jackson Community Redevelopment Agency	ME=Mechanical Engineer	

Date 2/06/2020

Line	Description	Design Responsibility	Budgeting	Material Provided By	Installation By	Funding Source	Notes
187							
188	Low Voltage - Copper Wire Telephony System						2
189	2 wired lines for Sprinkler Monitoring	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
190							
191	Low Voltage - Audio Visual System					JMCSS	2
192	Display Kiosks	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
193	Wall and/or For Boxes for Display Kiosks	JMCSSLVSUB	CM	EC	EC	HCP DEV	
194	Conduit from Boxes to Accessible Space	JMCSSLVSUB	CM	EC	EC	HCP DEV	
195	Digital Signage Displays	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
196	Multi-Use/Conference Room Displays	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
197	Wall Boxes for Displays	JMCSSLVSUB	CM	EC	EC	HCP DEV	
198	Conduit from Boxes to Accessible Space	JMCSSLVSUB	CM	EC	EC	HCP DEV	
199	Conference Room Projectors/Monitors	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
200	Video Conferencing Systems	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
201	Conference Room Control Panels	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
202	Presentation Lecterns	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
203	Multi-Media Connection Plates	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
204	Wall and/or Floor Boxes for Multi-Media Plates	JMCSSLVSUB	CM	EC	EC	HCP DEV	
205	Conduit from Boxes to Accessible Space	JMCSSLVSUB	CM	EC	EC	HCP DEV	
206	Overhead Paging (Intercom)	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
207	Video Conferencing Equipment	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSSLVSUB	JMCSS	
208							

Notes:

- The contract includes an allowance for building signage. The priorities for these funds will be wall signage (including address) then any amount remaining will be applied to the monument sign.
- JMCSS is considering a program to contract with one company to manage the installation and management of all Low Voltage Systems in JMCSS facilities system wide. This being the case the only low voltage systems/equipment included in this contract is the Fire Alarm (required for certificate approval) and cable trays/conduits/pathways for LV Cables
- JMCSS has access to funds provided by the USDA to fund the Kitchen Equipment. Said equipment is not included in this contract.
- Light fixtures Type B are to be replaced with Type A fixtures.
- In room 128 the hard ceiling will be replaced with a 2x2 acoustical ceiling as requested by JMCSS. The lighting fixtures in this room (H1, H2, and H3) will be changed to a high bay version of Type A fixture.

**DEVELOPMENT AGREEMENT**  
(Madison Academic)

EXHIBIT "G"

Performance Bond and Payment Bond

[to be attached]

## JCM Schedule

## Milestone Dates

Item	Begin	Finish
Re-roof	3/2/2020	5/1/2020
Asbestos Abatement	3/5/2020	5/1/2020
Layout - Grading - Erosion Control - Storm Piping	4/24/2020	6/24/2020
Interior Demolition	3/5/2020	9/15/2020
Concrete Foundations	5/1/2020	5/20/2020
Concrete Stem Walls	5/20/2020	7/27/2020
Under Slab Plumbing/Electric	7/20/2020	8/5/2020
Lobby Concrete Slab	8/5/2020	8/10/2020
Lobby Steel Erection	8/15/2020	9/15/2020
Field House Steel Erection	8/15/2020	10/1/2020
JCM Exterior Envelope	4/1/2020	11/1/2020
Interior Metal Framing	4/15/2020	11/1/2020
Lobby Roof Install	10/1/2020	10/15/2020
MPE Rough In	5/1/2020	12/15/2020
Masonry	10/1/2020	3/1/2021
Store Front Glass	4/1/2020	10/15/2020
Drywall	6/1/2020	1/20/2021
Painting	8/1/2020	2/20/2021
Ceilings/Floors/Doors	9/1/2020	4/1/2021
MPE Trim Out	9/1/2020	5/1/2021
Inspections	5/1/2021	5/15/2021
Punch List	5/16/2021	5/30/2021
Substantial Completion	6/1/2021	6/1/2021

## Madison Schedule

## Milestone Dates

Item	Begin	Finish
Layout - Grading - Erosion Control - Storm Piping	3/1/2020	4/23/2020
Concrete Foundations	4/24/2020	5/28/2020
Concrete Stem Walls	5/29/2020	7/27/2020
Under slab Plumbing/Electric	7/20/2020	8/5/2020
Concrete Slab	8/5/2020	8/15/2020
Steel Erection	8/15/2020	10/23/2020
Second & Third Floor Slabs	10/25/2020	11/15/2020
Exterior envelope	10/25/2020	2/1/2021
Interior Metal Framing	10/25/2020	2/1/2021
Roof Install	1/1/2021	1/15/2021
MPE Rough In	1/1/2021	3/15/2021
Masonry Veneer/Siding	1/15/2021	3/1/2021
Store Front Glass	2/15/2021	3/15/2021
Drywall	2/15/2021	5/15/2021
Painting	3/15/2021	6/1/2021
Ceilings/Floors/Doors	4/10/2021	6/10/2021
MPE Trim Out	4/10/2021	6/15/2021
Inspections	6/20/2021	6/25/2021
Punch List	6/25/2021	7/1/2021
Substantial Completion	7/1/2021	7/1/2021



# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the    day of    in the year  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect’s client identified as the Owner:  
*(Name, legal status, address and other information)*

Jackson-Madison County School System  
310 North Parkway  
Jackson, Tennessee 38305

and the Architect:  
*(Name, legal status, address and other information)*

Orcutt Winslow  
5016 Centennial Blvd  
3<sup>rd</sup> Floor  
Nashville, Tennessee 37209  
Ph: 615-298-2525

for the following Project:  
*(Name, location and detailed description)*

Jackson Madison County New K-8  
Orcutt | Winslow Project No. 2019\_240

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

**ARTICLE 1 INITIAL INFORMATION**

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

**§ 1.1.1** The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

New 1,000 student K-8 School

**§ 1.1.2** The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Approximately 100,000 gross square feet

**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Approximately \$230 per square foot

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

**Duration required by the design team following written approval to proceed for each phase:**

Programming: 15 days  
Master Planning: 15 days  
Schematic Design: 45 days  
Design Development: 60 days  
Construction Documents: 75 days

**.2 Construction commencement date:**

To be determined

**.3 Substantial Completion date or dates:**

To be determined

**.4 Other milestone dates:**

**§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:**

*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Construction Manager at Risk

*(Paragraphs deleted)*

**§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:**

*(List name, address, and other contact information.)*

Mr. Ray Washington  
Superintendent  
Jackson-Madison County School System 310 North Pkwy,  
Jackson, TN 38305

**§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:**

*(List name, address, and other contact information.)*

Construction Manager  
Henson Construction Services, Inc.  
32-A Bowling Drive  
Jackson, TN 38305  
Ph. 731-225-3602  
E-mail: [chenson@hensonconst.com](mailto:chenson@hensonconst.com)

**§ 1.1.9 The Architect shall retain the following consultants and contractors as a Supplemental Service per Article 4.1:**

*(List name, legal status, address, and other contact information.)*

**.1 Geotechnical Engineer:**

Init.

Terracon Consulting Engineering's & Services

.2 Civil Engineer/ Surveying:

Ragan Smith Associates

.3 Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Alex Ruiz  
5016 Centennial Blvd, Third Floor  
Nashville, TN 37209  
Ph: 615-298-2525  
Ruiz.a@owp.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Estes Russell Engineering

.2 Mechanical  
*(Paragraphs deleted)*  
and Electrical Engineering:

WIN Engineering

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than (\$1,000,000 ) for each occurrence and (\$2,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than (\$1,000,000 ) each accident, (\$1,000,000) each employee, and (\$1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$2,000,000) per claim and (\$4,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided or work performed by the Owner or by Owner's consultants, contractors, subcontractors or other agents (hereinafter " Owner's Consultants"). The Architect shall be entitled to rely on the accuracy, completeness, timeliness, and reliability of, services and information furnished by the Owner and the Owner's Consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information. The Architect shall have no responsibility for components of the Project designed by or work performed on the Project by Owner's Consultants. Architect shall not be liable for any errors, omissions, negligence or failure to act of Owner or Owner's Consultants.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall work with the Contractor, who shall develop an estimate of Cost of the Work.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall work with the Contractor to update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and

Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall work with the Contractor to update the estimate of the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 Notwithstanding any other provision herein, the approval by Owner of any Contract Documents prepared by the Architect or any of its consultants shall not release or relieve the Architect from its obligation to prepare Construction Documents adequate for bidding and construction, and the Architect agrees that all such Construction Documents shall be fit for the purpose intended and free of material errors, omissions, and defects.

## § 3.5 Procurement Phase Services

### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

§ 3.6.4.1 The Architect shall review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect’s professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect’s review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor’s design professional, provided the submittals bear such professional’s seal and signature when submitted to the Architect. The Architect’s review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

Init.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 Unless designated as "Architect-Basic Services" below or otherwise designated as an Architect Responsibility in Article 2 or as Basic Services pursuant to Article 3, the services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect – Basic Services
§ 4.1.1.2 Multiple preliminary designs	Architect – Basic Services
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Architect – Basic Services (including evaluation of traffic flow and parking on site)
§ 4.1.1.6 Building Information Model management responsibilities	Architect – Basic Services
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect – Basic Services
§ 4.1.1.10 Architectural interior design	Architect – Basic Services (includes finishes only)
<i>(Row deleted)</i>	
§ 4.1.1.11 Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.12 On-site project representation	Architect – Basic Services per Article 4.2.2
<i>(Rows deleted)</i>	
§ 4.1.1.13 As-designed record drawings	Architect – Basic Services
§ 4.1.1.14 As-constructed record drawings	Contractor
§ 4.1.1.15 Post-occupancy evaluation	Architect – Basic Services per article 3.6.6.5
<i>(Rows deleted)</i>	
§ 4.1.1.16 Architect’s coordination of the Owner’s consultants	Architect – Basic Services
§ 4.1.1.17 Telecommunications/data design	Owner
§ 4.1.1.18 Security evaluation and planning	Not Provided
§ 4.1.1.19 Commissioning	Not Provided
§ 4.1.1.20 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
<i>(Row deleted)</i>	
§ 4.1.1.21 Multiple bid packages	Architect – Basic Services
§ 4.1.1.22 Historic preservation	Not Provided
§ 4.1.1.23 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.24 Land Survey	Architect
§ 4.1.1.25 Geotechnical Survey	Architect
§ 4.1.1.26 Acoustical Consulting	Not Provided
§ 4.1.1.27 Elevator and Escalator Consulting	Not Provided
§ 4.1.1.28 Equipment Planning and Procurement	Not Provided
§ 4.1.1.29 Fire Alarm Design	Not Provided
§ 4.1.1.30 Fire Protection Design	Architect – Basic Services (includes performance specs only)
§ 4.1.1.31 Food Service Consulting	Not Provided
§ 4.1.1.32 Master Planning	Architect – Basic Services
§ 4.1.1.33 Parking Studies	Not Provided

Init.

§ 4.1.1.34 Signage Design	Not Provided
§ 4.1.1.35 Special Inspections (if required by jurisdiction)	Not Provided
§ 4.1.1.36 Special Systems	Not Provided
§ 4.1.1.37 Traffic Studies	Architect
§ 4.1.1.38 Zoning Issue Resolution	Not Provided
§ 4.1.1.39 Audio Visual Consultant	Not Provided
§ 4.1.1.40 Window Washing Consultants	Not Provided
§ 4.1.1.41 Lab Consultant	Not Provided
§ 4.1.1.42 Other Supplemental Services	Not Provided

*(Row deleted)*

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

*(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)*

§ 4.1.2.1.1 Notwithstanding any other provision herein concerning the design of the fire protection system by the fire protection subcontractor, the Architect shall be responsible for reviewing the fire protection design. The Architect shall also provide any layout or related design elements necessary for the fire sprinkler contractor to perform its design work.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

*(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect’s Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous written instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7
- .7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .8 Evaluation of the qualifications of entities providing bids or proposals;
- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .10 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Monthly visits to the site by the Architect during construction
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-six ( 36 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.5 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.6 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.7 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.8 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.9 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.10 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.11 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.12 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

*(Paragraphs deleted)*

## **ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment,

donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and

other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 If the Owner subsequently reproduces Project-related documents to create a derivative work based upon Project-related documents created by the Architect, the Owner shall (where permitted or required by law) remove or completely obliterate the original professional's seals, logos, and other indications on the documents of the identity of the Architect and its consultants.

§ 7.6 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law. The time period for any potential cause of action commences on the date of Substantial Completion of the Work.

§ 8.1.2 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement, except to the extent of insurance coverage available to the Architect or Architect's Consultants. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

*(Paragraph deleted)*

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement and the Uniform Arbitration Act, Tenn. Code Ann. §§ 29-5-301, *et seq.* A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The arbitration shall be held in the place where the Project is located, unless another location is mutually agreed upon.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Tennessee, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Except to the extent of insurance coverage available to the Architect or Architect's Consultants, the Owner waives all claims against the Architect and its principals, employees, and agents and consultants for losses, costs, expenses or damages arising out of the existence of Hazardous Materials at the Project under any legal theory, including but not limited to strict liability, negligence, breach of contract, contribution, or indemnity.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

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§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
*(Insert amount)*
  
- .2 Percentage Basis  
*(Insert percentage value)*

Four and One Half ( 4.5 ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6 for the New K-8 School and a Quarter (.25) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6 for the High School Master Plan, for a total of Four and Three-Quarters percent (4.75%) of the Owner's budget for the Cost of Work as calculated in accordance with Section 11.6.

- .3 Other  
*(Describe the method of compensation)*

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Hourly at our Universal Hourly Rate of \$145.00 or an agreed upon Lump Sum, to be determined at the time of Scope definition.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Hourly at our Universal Hourly Rate of \$145.00 or an agreed upon Lump Sum, to be determined at the time of Scope definition.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as follows:

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty-five	percent (	25	%)
Design Development Phase	Twenty-five	percent (	25	%)
Construction Documents Phase	Thirty	percent (	30	%)
<i>(Row deleted)</i>				
Construction Phase	Twenty	percent (	20	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
Universal hourly rate:	\$145.00 per hour

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in writing in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;

- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Five percent ( 5 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

#### § 11.10 **Payments to the Architect**

##### § 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of Zero ( \$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

*(Paragraph deleted)*

##### § 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

*(Paragraphs deleted)*

If payment in full is not received by the Architect within forty-five (45) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 **SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

§ 12.1 The Architect agrees that it shall, at its own cost, correct any defective, incomplete, or erroneous plans, specifications, or instructions furnished by or through the Architect as soon as the Architect or its consultants become aware of such matters or are notified of any of the foregoing. If any such error, defect or omission is discovered after construction of the Project has commenced, but the item in question can be provided or corrected in the normal course of construction for the cost that Owner would have incurred at the time of bid without a premium to the Owner, then the Owner shall be responsible for the cost of such item just as if it had been properly included in the original construction documents. If such error, defect or omission is discovered at such time that it cannot be added or corrected in sequence with the construction timetable, the Owner shall pay that portion of the cost that would have been incurred had the item been properly included in the original construction documents, and the Architect shall reimburse or carry insurance that will reimburse the Owner for any additional cost to add or correct the item in question.

§ 12.2 Notwithstanding any other provision in this Agreement, if funds for the continued fulfillment of this Agreement

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by Owner are at any time not forthcoming or are insufficient through the failure of the Madison County Commission to appropriate funds or otherwise, then Owner will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by given prior written notice to Architect documenting the lack of funding. Owner will provide at least thirty (30) days advance written notice of such termination. Owner agrees to use reasonable efforts to ensure funds are appropriated and available for this Agreement. In the event the Agreement is terminated pursuant to this section, Owner will compensate the Architect for the work completed upon receipt of notice of termination pursuant to Article 11.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this agreement.)*

None.

- .3 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

- .4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

Orcutt | Winslow proposal dated August 8<sup>th</sup>, 2019, attached.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER *(Signature)*

\_\_\_\_\_  
ARCHITECT *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name, title, and license number, if required)*

## Jackson-Madison County School Board Meeting

January 9, 2020 5:30 PM

Jackson-Madison County Board of Education

Attendance Taken at 5:30 PM.

Mr. Kevin Alexander: Present  
Mr. Wayne Arnold: Present  
Ms. Doris Black: Present  
Jim Campbell: Present  
Mrs. Janice Hampton: Present  
Mr. James Johnson: Present  
Mr. A. J. Massey: Present  
Mr. Morris Merriweather: Present  
Mrs. Shannon Stewart: Present

On January 9, 2020, I did not use the BOE Connect due to internet issues but logged everything from the meeting on January 10, 2020 at 8:48 am

### 1. CALL TO ORDER

**Discussion:** James Johnson JMCSS Chairman called the January 10, 2020 JMCSS Board meeting to order

#### A. MOMENT OF SILENCE

**Discussion:** Opened the Board meeting with a moment of silence

#### B. PRESENTATION OF COLORS BY NORTH SIDE HIGH SCHOOL AIR FORCE ROTC UNDER THE DIRECTION OF SERGEANT ROBERT BURSEY AND SERGEANT KENNY POPE

**Discussion:** The North Side High School Air Force ROTC under the direction of Sergeant Robert Bursey and Sergeant Kenny Pope presented the Colors at the January 9, 2020 Board Meeting.

#### C. PLEDGE OF ALLEGIANCE

### 2. APPROVALS

#### A. APPROVAL OF CONSENT AGENDA - FINANCIAL REPORTS, HUMAN CAPITAL REPORT, DECEMBER 12, 2019 BOARD MEETING MINUTES

**Discussion:** The JMCSS Board approved the Consent Agenda

#### **Action(s):**

**Motion Passed:** A motion was made to approve the Consent Agenda Passed with a motion by Mrs. Janice Hampton and a second by Ms. Doris Black.

#### **Voting Detail:**

Mr. Kevin Alexander: Yes  
Mr. Wayne Arnold: Yes  
Ms. Doris Black: Yes  
Jim Campbell: Yes  
Mrs. Janice: Yes

Hampton:  
 Mr. James            Yes  
 Johnson:  
 Mr. A. J.            Yes  
 Massey:  
 Mr. Morris            Yes  
 Merriweather:  
 Mrs. Shannon        Yes  
 Stewart:

**B. APPROVAL OF AGENDA**

**Discussion:** The JMCSS Board approved the January Board Agenda

**Action(s):**

**Motion Passed:** A motion was made to approve the January Board Agenda Passed with a motion by Mrs. Janice Hampton and a second by Mr. Kevin Alexander.

**Voting Detail:**

Mr. Kevin            Yes  
 Alexander:  
 Mr. Wayne            Yes  
 Arnold:  
 Ms. Doris            Yes  
 Black:  
 Jim Campbell:        Yes  
 Mrs. Janice            Yes  
 Hampton:  
 Mr. James            Yes  
 Johnson:  
 Mr. A. J.            Yes  
 Massey:  
 Mr. Morris            Yes  
 Merriweather:  
 Mrs. Shannon        Yes  
 Stewart:

**3. APPEARANCE BEFORE THE BOARD**

**A. AA DEGREE STUDENTS FROM JACKSON CENTRAL MERRY EARLY COLLEGE HIGH**

**Discussion:** Nathan Lewis Principal at JCM-ECH presented twenty-seven students that will be graduating with a High School Diploma and with an A.A. Degree or A.S Degree from Jackson State Community College in the Spring or Summer of 2020. Mr. Lewis mentioned that there may be one additional student to this list by the end of Spring.

Christina Bowlin - Associate of Arts in General Studies, Azaria Cole - A.S. in Psychology, Kaniya Harris - Associate of Science in Criminal Justice, James Peach - Associate of Applied Science Programming Concentration, Samuel Munoz-A.S. in Business Administration, Brooklyn Phillips - A.S. in Psychology and the following with an A.A. in General Studies - Gabrielle Burton, Aleeyah Davis, Somer Day, Carmen Echols, Lawrence Pack, Kendarius Dupree, Dallas Jones, Chloe Mc farland, Kiya Lancaster, Dilon Love-Gibbs, Kobe Verser, Itzel Ramirez, Adaisha Woods, Maya Snyder, Daisy Reyes, Mikayla Wilson, Chrissy Taylor, Carlos Villegas, Deona Dickerson, Tyler Witherspoon and Dominique Harris.

**4. JMCEA ANNOUNCEMENTS**

**Discussion:** Janis Carroll mentioned that the PECCA Team to represent JMCEA has been sent to the Board and Board Secretary. The following will serve on the PECCA Team - Delisa Alsup - Instructional Coach at South Elementary, Ellen Babb - Kindergarten Teacher at Arlington Elementary, Jordan Billingsley - Science Teacher at South Sid High School, Donna Curry - Math Teacher at North Side High School, Sam Davis - Lead SPED Teacher at North East Middle School, Theresa Guthrey - Social Worker at Day Treatment Program, Christy Hays - Art Teacher at Madison Academic High School. Alternates are; Tracy Cooper - English/Language Arts Teacher at North Parkway Middle School, Jeff Davis - Kindergarten Teacher at Lincoln Elementary and Tom Gwara - PE Teacher at Arlington Elementary.

Mrs. Carroll thanked the Board for the revisions being made to the 2020-2021 System Calendar. She mentioned that Teachers are having difficulty finding substitutes when they are needing to be out for a day. Mrs. Carroll would like for a solution to be discussed to assist with Substitutes.

Mrs. Carroll read letters from Teachers for the board to understand how they are feeling and she will email the Board a copy of the letters.

**5. FINANCIAL REPORT**

**A. JMCSS FISCAL SERVICES DIRECTOR-BUDGET AMENDMENTS, MONTHLY FINANCIAL STATEMENT, QUARTERLY EXPENDITURE ANALYSIS**

**Discussion:** Holly Kellar was unable to attend the meeting but the Board did not have any questions concerning the financial reports.

**B. MADISON COUNTY FINANCE DIRECTOR-FINANCIAL UPDATES**

**Discussion:** Karen Bell did not have any further information for the Board and the Board did not have any questions for Mrs. Bell.

**6. ACTION ITEMS**

**A. POLICY AGREEMENT RENEWAL FOR THREE YEARS**

**Discussion:** The JMCSS Board approved the TSBA Policy Agreement renewal for three years and this agreement will be presented to the Financial Management Committee and County Commission for approval in February.

**Action(s):**

**Motion Passed:** A motion was made to approve the TSBA Policy Agreement renewal for three years Passed with a motion by Mr. Wayne Arnold and a second by Mrs. Shannon Stewart.

**Voting Detail:**

- Mr. Kevin Alexander: Yes
- Mr. Wayne Arnold: Yes
- Ms. Doris Black: Yes
- Jim Campbell: Yes
- Mrs. Janice Hampton: Yes
- Mr. James Johnson: Yes
- Mr. A. J. Massey: Yes
- Mr. Morris: Yes

Merriweather:  
Mrs. Shannon      Yes  
Stewart:

**B. 2020-2021 JMCSS CALENDAR**

**Discussion:** The JMCSS Board approved the 2020-2021 System Calendar

**Action(s):**

**Motion Passed:** A motion was made to approve the 2020-2021 JMCSS Calendar Passed with a motion by Mr. Wayne Arnold and a second by Ms. Doris Black.

**Voting Detail:**

Mr. Kevin              Yes  
Alexander:  
Mr. Wayne              Yes  
Arnold:  
Ms. Doris              Yes  
Black:  
Jim Campbell:      Yes  
Mrs. Janice              Yes  
Hampton:  
Mr. James              Yes  
Johnson:  
Mr. A. J.              Yes  
Massey:  
Mr. Morris              Yes  
Merriweather:  
Mrs. Shannon              Yes  
Stewart:

**7. ITEMS REMOVED FROM CONSENT AGENDA**

**Discussion:** There were no items removed from the Consent Agenda

**A. CONSENT AGENDA ITEM**

**8. ITEMS ADDED TO THE AGENDA PER VOTE UNDER ITEM 2.2**

**Discussion:** There were no items added to the January Agenda

**A. ITEMS ADDED TO THE AGENDA BY A VOTE UNDER ITEM 2.2 WILL BE PLACED  
HERE**

**9. COMMITTEE REPORTS**

**A. POLICY COMMITTEE**

**Discussion:** Janice Hampton mentioned that the Policy Committee will be meeting on  
Thursday, January 16, 2020 at 1:30 p.m.

**B. BUDGET COMMITTEE**

**Discussion:** Jim Campbell did not have any information

**C. INSURANCE COMMITTEE**

**Discussion:** AJ Massey did not have any information

**D. LONG RANGE PLANNING COMMITTEE**

**Discussion:** Doris Black mentioned that the Long Range Planning Committee will meet on  
Wednesday, January 22, 2020 at 4:00 p.m.

**E. TECHNOLOGY COMMITTEE**

**Discussion:** Wayne Arnold did not have any information

**10. SUPERINTENDENT'S REPORT**

**Discussion:** Ray Washington mentioned that Henson Construction was awarded to build Pope Elementary and that Lane College is interested in purchasing the old Lincoln Elementary School. Doris Black would like for the Board to be able to review the building plans before the construction is started. Mr. Washington stated that he would notify the Board when plans are ready for review.

**A. ACADEMIC UPDATE**

**Discussion:** Jared Myracle and Ryan Kirkbride presented a power point for the Board to review results from the Teacher Perception Survey. There are forty-nine questions on the survey for Teachers to answer and over 70% of Teachers (approx. 700) in the system participated in the survey.

**11. LEGISLATIVE CONTACT REPORT**

A. NUMBER OF LEGISLATIVE CONTACTS MADE DURING THE MONTH OF JANUARY

**12. CONSENT AGENDA**

A. FINANCIAL REPORTS

B. HUMAN CAPITAL REPORT

C. DECEMBER 12, 2019 BOARD MEETING MINTUTES

**13. BOARD INFORMATION**

A. BOARD BUDGET

B. ANNUAL AGENDA CALENDAR

C. TSBA SCHOOL BOARD ACADEMIES

**14. ADJOURNMENT**

A. ADJOURN THE MEETING

**Discussion:** The January Board meeting adjourned at 6:30 p.m.

**Action(s):**

**Motion Passed:** A motion was made to adjourn the meeting at 6:30 p.m. Passed with a motion by Mr. Wayne Arnold and a second by Mrs. Shannon Stewart.

**Voting Detail:**

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes
Mr. Morris Merriweather:	Yes
Mrs. Shannon Stewart:	Yes

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Chairperson

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Superintendent

**Jackson-Madison County School Board Special Called Meeting**  
February 3, 2020 5:30 PM  
Board of Education

Attendance Taken at 5:30 PM.

Mr. Kevin Alexander: Present  
Mr. Wayne Arnold: Present  
Ms. Doris Black: Present  
Jim Campbell: Present  
Mrs. Janice Hampton: Present  
Mr. James Johnson: Present  
Mr. A. J. Massey: Present  
Mr. Morris Merriweather: Present  
Mrs. Shannon Stewart: Present

Janice Hampton phoned in for the Special Called meeting

**1. CALL TO ORDER**

**Discussion:** James Johnson Board Chairman, opened the February Special Called meeting with a moment of silence

**2. APPROVALS**

**A. THE APPROVAL OF THE FEBRUARY 3, 2020 SPECIAL CALLED MEETING AGENDA**

**Action(s):**

**Motion Passed:** A motion was made to approve the February Special Called meeting Agenda Passed with a motion by Mr. Wayne Arnold and a second by Mr. Kevin Alexander.

**Voting Detail:**

Mr. Kevin Alexander: Yes  
Mr. Wayne Arnold: Yes  
Ms. Doris Black: Yes  
Jim Campbell: Yes  
Mrs. Janice Hampton: Yes  
Mr. James Johnson: Yes  
Mr. A. J. Massey: Yes  
Mr. Morris Merriweather: Yes  
Mrs. Shannon Stewart: Yes

**3. ACTION ITEMS**

**A. THE BUDGET COMMITTEE RECOMMENDS BOARD APPROVAL OF THE JCM SUBLEASE AGREEMENT AND THE MADISON SUBLEASE AGREEMENT,**

CONTINGENT ON BOARD APPROVAL OF THE DEVELOPMENT AGREEMENT,  
SHOULD USE THE FACILITY WITH U OF M AT LAMBUTH.

**Discussion:** The decision from Board Chairman, James Johnson and Budget Committee Chairman, Jim Campbell agreed to combine motions and present one motion for the meeting.

**B. APPROVAL OF RESOLUTIONS AUTHORIZING THE EXECUTION OF REQUIRED CLOSING DOCUMENTS FOR THE PUBLIC-PRIVATE PARTNERSHIP**

**Discussion:** After several questions and comments during the meeting from Board Members, there was only one motion taken concerning the resolutions. Dale Thomas presented the two Resolutions for the Board to review and take action on during the Special Called meeting. The Sublease is an agreement between the School System and Healthy Community. There are thirteen parcels that divide the JCM property. The City of Jackson owns seven, Madison County owns two and the JMCSS owns four to equal thirteen parcels for the property of JCM. The property of JCM needs to be under CRA during the construction time and then will be given back to the system. Mr. Thomas mentioned that there is a difference with square footage for JCM and Madison schools but that the accommodations for each school will fit the need of the students.

Ray Washington presented a power point for the Board Members and the audience to review and have a better understanding of the property. Mr. Washington stated that after the review of the Madison building, the building would cost less to build than to renovate.

The JMCSS pays Oman \$55,000.00 yearly to use the facility and when the Madison building at the U of M Lambuth campus is completed, the system would pay the City of Jackson \$24,304.00 yearly. There will be a cost to U of M at Lambuth for use of facilities and that cost will be determined at a later date.

Doris Black asked for a reverse roll call vote for the motion.

**Action(s):**

**Motion Passed:** A motion was made to approve both resolutions Passed with a motion by Jim Campbell and a second by Mr. Wayne Arnold.

**Voting Detail:**

Mr. Kevin Alexander:	Yes
Mr. Wayne Arnold:	Yes
Ms. Doris Black:	Yes
Jim Campbell:	Yes
Mrs. Janice Hampton:	Yes
Mr. James Johnson:	Yes
Mr. A. J. Massey:	Yes

Mr. Morris                      Nay  
Merriweather:  
Mrs. Shannon                 Yes  
Stewart:

**4. ADJOURNMENT**

**Action(s):**

**Motion Passed:** A motion was made to adjourn the February 3, 2020 Special Called meeting at 6:18 p.m. Passed with a motion by Mrs. Shannon Stewart and a second by Mr. Wayne Arnold.

**Voting Detail:**

Mr. Kevin                      Yes  
Alexander:  
Mr. Wayne Arnold:         Yes  
Ms. Doris Black:             Yes  
Jim Campbell:                Yes  
Mrs. Janice                    Yes  
Hampton:  
Mr. James Johnson:         Yes  
Mr. A. J. Massey:            Yes  
Mr. Morris                      Yes  
Merriweather:  
Mrs. Shannon                 Yes  
Stewart:

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Chairperson

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Superintendent

Jackson-Madison County School System  
 Monthly Financial Statement  
 General Purpose Schools Fund 141  
 January 2020

Account Description	Amended Budget	YTD Actual	MTD Actual	Encumbrances	Remaining Budget	% Used	Prior YTD FY19	YTD FY20 over/(under) YTD FY19
71100 Regular Ed Instruction	50,008,751	25,951,901	3,889,035	190,634	23,866,216	52.3%	24,725,710	1,226,191
71200 Special Ed Instruction	10,333,970	4,960,551	692,448	364,482	5,008,937	51.5%	4,929,843	30,708
71300 Vocational Ed Instruction	2,923,696	1,436,042	214,542	19,813	1,467,841	49.8%	1,442,087	(6,045)
72110 Attendance	334,030	231,523	19,687	2,109	100,398	69.9%	218,948	12,575
72120 Health Services	879,700	432,798	65,612	5,441	441,461	49.8%	423,894	8,904
72130 Other Student Support	4,450,719	1,989,807	277,366	79,061	2,381,851	46.5%	1,872,285	117,522
72210 Regular Instruction Support	4,117,140	2,086,704	289,655	23,752	2,006,684	51.3%	1,903,923	182,781
72220 Special Education Support	1,099,330	529,266	72,120	16,254	553,810	49.6%	447,050	82,216
72230 Vocational Education Support	108,765	34,972	100	160	73,633	32.3%	69,290	(34,318)
72250 Technology	1,931,870	1,150,117	92,070	421,744	360,009	81.4%	1,078,289	71,828
72310 Board of Education	2,143,200	1,279,812	233,758	284,991	578,397	73.0%	1,255,979	23,833
72320 Director of Schools	882,500	307,378	48,447	59,796	515,326	41.6%	449,893	(142,515)
72410 Office of the Principal	7,137,081	3,981,277	533,293	-	3,155,804	55.8%	3,953,042	28,235
72510 Fiscal Services	984,500	255,566	30,284	5,697	723,237	26.5%	225,284	30,282
72520 Human Capital	557,500	319,386	42,101	7,502	230,612	58.6%	293,987	25,399
72610 Operation of Plant	6,360,000	3,924,712	449,491	857,009	1,578,279	75.2%	3,790,819	133,893
72620 Maintenance of Plant	3,621,336	1,863,361	293,973	509,151	1,248,824	65.5%	1,909,537	(46,176)
72710 Transportation	6,207,494	3,205,534	483,306	270,350	2,731,610	56.0%	3,212,328	(6,794)
73300 Community Services	563,765	282,726	28,810	9,195	271,844	51.8%	281,418	1,308
73400 Early Childhood Education	2,573,990	1,277,109	181,185	9,926	1,286,955	50.0%	971,750	305,359
82330 Debt Service/Ameresco	1,001,187	-	-	-	1,001,187	0.0%	-	-
99100 Transfers Out	-	-	-	-	-	-	-	-
Expenditures	108,220,524	55,500,542	7,937,283	3,137,067	49,582,915	54.2%	53,455,356	2,045,186
Revenues	103,417,941	46,089,581	-	-	57,328,360	44.6%	59,550,666	(13,461,085)
Revenues Over/(Under) Expenditures	(4,802,583)	(9,410,961)	(7,937,283)	(3,137,067)	7,745,445		6,095,310	(15,506,271)

**Jackson-Madison County Schools**  
**Checks Greater Than \$14,999.99 (All Funds)**  
**January 2020**

<b>VENDOR</b>	<b>CHECK DATE</b>	<b>CHECK NO</b>	<b>AMOUNT</b>	<b>INVOICE DESCRIPTION</b>
LOCAL GOVERNMENT INSURANCE	1/2/20	63302	215,205	Worker's compensation annual premium
ABM INDUSTRY GROUPS, LLC	1/9/20	63310	25,014	Monthly grounds care and maintenance
AMERICAN FIRE PROTECTION GROUP, INC.	1/9/20	63317	38,591	Fire alarm system partial payment- PLC
CDW GOVERNMENT	1/9/20	63330	78,554	Laptops, desktops, docking station, & annual software support for server cluster, support for Active Directory- IT Dept
SOUTHERN MANAGEMENT SERVICES, LLC	1/9/20	63448	168,206	SMS monthly custodial services
SYSCO MEMPHIS, LLC.	1/9/20	63453	262,754	Bid #11- Food and non-food supplies
TURNER HOLDINGS LLC	1/9/20	63468	51,353	Bid #28- Milk products
M. PALAZOLA PRODUCE COMPANY	1/16/20	64397	22,733	Bid #21- Fresh fruits and vegetables
P & J PETROLEUM, ROBERTS-GIBSON, INC	1/16/20	64408	17,928	89 octane conventional gas
PATHWAYS OF TN., INC.	1/16/20	64409	37,600	Clinical services- JCT, Lincoln, Andrew Jackson, Liberty, NPMS, Arlington, and Isaac Lane; Day treatment counseling services-SPED
CDW GOVERNMENT	1/23/20	64597	16,956	Dell desktop computers
DELL FINANCIAL SERVICES, LLC	1/23/20	64605	149,997	Dell carts leasing for on-line testing in 13 of our schools
OMBUDSMAN	1/23/20	64642	160,500	Ombudsman program for PLC- Fourth contract tuition billing for 2019/20 school year and first contract billing for short term suspension program
PCS	1/23/20	64645	30,300	Promethean Activepanel whiteboards and installation- Isaac Lane & JCM-ECH
AGE OF MONTESSORI	1/30/20	64832	17,936	Four new elementary school certifications-Community Montessori
CDW GOVERNMENT	1/30/20	64845	54,603	Digital signage- Mkg dept; Federal Programs: headphones- Isaac Lane & JCT, printing supplies-NSHS, desktops-SSHS; laptops- PLC & West Bemis
CUMBERLAND INTERNATIONAL	1/30/20	64853	860,856	Bid #5- Ten new 72 passenger buses

Jackson-Madison County School System  
February 2020  
Budget Amendments Summary

Fund #141 General Purpose Schools

1. \$4,575 Insurance recovery- Funds received for a bus repair.  
(new money)

Fund #142 School Federal Projects

2. \$12,837 ATSI Grant 2018 Designation- This amendment aligns the general ledger to the Revision 1 budget approved by the state.

Fund #177 Education Capital

3. \$64,131 This amendment will appropriate fund balance to use toward the following projects:  
(new money) scoreboard at Liberty and roof/gutter repairs at Madison.







# Finance Director's Monthly Report

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DECEMBER 2019

## **Sales Taxes:**

12-2018	\$4,737,593
12-2019	\$4,673,698

Sales tax continues to remain down from the same time period last year.

## **Trustee Trial Balance:**

12-31-18	\$120,294,366.91
12-31-19	\$110,459,652.05

## **Reconciled Balances:**

12-31-18	\$118,510,943.23
12-31-19	\$108,670,695.50

## **Summarized Revenue/Expenditures Summary:**

Monthly expenditures for December exceeded revenues by \$9,832,775.58. This reflects 41.39% of expenditures has been expended or encumbered.

## **Jail Project:**

The jail project with a contract budget of \$51,488,257 has expended \$18,885,991.43 with the remaining available balance of \$32,602,265.57.

## **Updates:**

Still working with implementation of Executime with roll out slated by June 1.

We are working on table entry and set up of data collection information from departments in our new fixed assets software, WASP.

Staff is set for cross-training/job swaps during the month of March.

SALES TAX  
REVENUES  
GENERAL FUND

MONTH	2016-2017 F.Y.		2017-2018 F.Y.		2018-2019		CURRENT Yr-To-Date 2019-2020		ACTUAL PERCENT OVER (UNDER)		ACTUAL PERCENT OVER (UNDER)	
	COLLECTED	AMOUNT	COLLECTED	AMOUNT	COLLECTED	AMOUNT	PERCENT OVER (UNDER)	PERCENT OVER (UNDER)	AMOUNT OVER (UNDER)	PERCENT OVER (UNDER)	AMOUNT OVER (UNDER)	PERCENT OVER (UNDER)
AUGUST	\$95,874	\$73,043	\$107,921	(\$22,831)	\$107,921	(\$22,831)	-23.81%	-31.26%	\$133,809	\$25,888	23.99%	
SEPTEMBER	\$61,302	\$88,032	\$85,296	\$26,730	\$85,296	\$26,730	43.60%	30.36%	\$121,341	\$36,045	42.26%	
OCTOBER	\$78,057	\$83,385	\$88,092	\$5,328	\$88,092	\$5,328	6.83%	6.39%	\$105,153	\$17,061	19.37%	
NOVEMBER	\$88,343	\$100,525	\$102,909	\$12,182	\$102,909	\$12,182	13.79%	12.12%	\$114,088	\$11,179	10.86%	
DECEMBER	\$78,445	\$84,372	\$82,010	\$5,927	\$82,010	\$5,927	7.56%	7.02%	\$106,341	\$24,331	29.67%	
JANUARY	\$78,306	\$72,123	\$51,032	(\$6,183)	\$51,032	(\$6,183)	-7.90%	-8.57%			0.00%	
FEBRUARY	\$84,543	\$123,614	\$102,878	\$39,071	\$102,878	\$39,071	46.21%	31.61%			0.00%	
MARCH	\$64,089	\$74,078	\$56,352	\$9,989	\$56,352	\$9,989	15.59%	13.48%			0.00%	
APRIL	\$51,925	\$77,262	\$74,991	\$25,337	\$74,991	\$25,337	48.80%	32.79%			0.00%	
MAY	\$78,532	\$105,712	\$124,132	\$27,180	\$124,132	\$27,180	34.61%	25.71%			0.00%	
JUNE	\$93,485	\$89,167	\$110,726	(\$4,318)	\$110,726	(\$4,318)	-4.62%	-4.84%			0.00%	
JULY	\$70,944	\$112,651	\$98,283	\$41,707	\$98,283	\$41,707	58.79%	37.02%			0.00%	
	\$923,846	\$1,083,965	\$1,084,624	\$160,118	\$1,084,624	\$160,118	17.33%	14.77%	\$580,732	\$114,504	24.56%	

LAST % CALCULATION FIGURED ON YTD NUMBERS

SALES TAX  
REVENUES  
CITY OF JACKSON BEFORE AGREEMENT

MONTH	2016-2017 F.Y. COLLECTED	2017-2018 F.Y. COLLECTED	ACTUAL AMOUNT OVER (UNDER)	ACTUAL PERCENT OVER (UNDER)	2018-2019 COLLECTED	ACTUAL AMOUNT OVER (UNDER)	ACTUAL PERCENT OVER (UNDER)	CURRENT Yr-To-Date 2019-2020 COLLECTED	ACTUAL AMOUNT OVER (UNDER)	ACTUAL PERCENT OVER (UNDER)
AUGUST	\$1,194,087	\$1,262,819	\$68,732	5.76%	\$1,223,979	(\$38,840)	-3.08%	\$1,258,711	\$34,732	2.84%
SEPTEMBER	\$1,100,052	\$1,144,448	\$44,396	4.04%	\$1,171,413	\$26,965	2.36%	\$1,189,836	\$18,423	1.57%
OCTOBER	\$1,075,639	\$1,134,419	\$58,780	5.46%	\$1,180,372	\$45,953	4.05%	\$1,194,494	\$14,122	1.20%
NOVEMBER	\$1,127,097	\$1,161,177	\$34,080	3.02%	\$1,195,343	\$34,166	2.94%	\$1,139,854	(\$55,489)	-4.64%
DECEMBER	\$1,031,284	\$1,148,093	\$116,809	11.33%	\$1,195,156	\$47,063	4.10%	\$1,153,170	(\$41,986)	-3.51%
JANUARY	\$1,158,263	\$1,229,646	\$71,383	6.16%	\$1,248,608	\$18,962	1.54%			0.00%
FEBRUARY	\$1,704,130	\$1,607,612	(\$96,518)	-5.66%	\$1,615,483	\$7,871	0.49%			0.00%
MARCH	\$1,007,212	\$1,024,194	\$16,982	1.69%	\$1,073,197	\$49,003	4.78%			0.00%
APRIL	\$979,423	\$1,056,112	\$76,689	7.83%	\$1,136,441	\$80,329	7.61%			0.00%
MAY	\$1,298,776	\$1,232,530	(\$66,245)	-5.10%	\$1,278,946	\$46,416	3.77%			0.00%
JUNE	\$1,146,069	\$1,144,325	(\$1,744)	-0.15%	\$1,212,261	\$67,936	5.94%			0.00%
JULY	\$1,197,534	\$1,230,624	\$33,090	2.76%	\$1,256,524	\$25,900	2.10%			0.00%
	\$14,019,566	\$14,375,999	\$356,433	2.54%	\$14,787,722	\$411,722	2.78%	\$5,936,065	(\$30,197)	-0.51%

LAST % CALCULATION FIGURED ON YTD NUMBERS

TOTAL YEARLY ESTIMATED COLLECTIONS

LAST YEAR \* % INCREASE

\$14,712,876

SALES TAX  
REVENUES  
CITY OF JACKSON ADDITIONAL AFTER AGREEMENT

MONTH	CURRENT Yr-To-Date 2018-2019 COLLECTED	ACTUAL PERCENT OVER (UNDER)	CURRENT Yr-To-Date 2019-2020 COLLECTED	ACTUAL AMOUNT OVER (UNDER)	ACTUAL PERCENT OVER (UNDER)
AUGUST	\$509,990	5.76%	\$524,462	\$14,472	2.84%
SEPTEMBER	\$488,088	4.04%	\$495,764	\$7,676	1.57%
OCTOBER	\$491,821	5.46%	\$497,705	\$5,884	1.20%
NOVEMBER	\$498,059	3.02%	\$474,938	(\$23,120)	-4.64%
DECEMBER	\$497,981	11.33%	\$480,487	(\$17,494)	-3.51%
JANUARY	\$520,252	6.16%			-100.00%
FEBRUARY	\$673,117	-5.66%			-100.00%
MARCH	\$447,165	1.69%			-100.00%
APRIL	\$473,516	7.83%			-100.00%
MAY	\$532,893	-5.10%			-100.00%
JUNE	\$505,108	-0.15%			-100.00%
JULY	\$523,551	2.76%			-100.00%
	\$6,161,539	2.78%	\$2,473,356	(\$12,582)	-0.51%
				\$0	0.00%

TOTAL YEARLY ESTIMATED COLLECTIONS

TOTAL LAST YEAR COLLECTIONS \* % INCREASE

\$6,130,354.04

SALES TAX  
REVENUES  
TOTAL ALL OF MADISON COUNTY

MONTH	2016-2017 F.Y. COLLECTED	2017-2018 F.Y. COLLECTED	ACTUAL AMOUNT OVER (UNDER)	ACTUAL PERCENT OVER (UNDER)	2018-2019 COLLECTED	ACTUAL AMOUNT OVER (UNDER)	ACTUAL PERCENT OVER (UNDER)	CURRENT Yr-To-Date 2019-2020 COLLECTED	ACTUAL AMOUNT OVER (UNDER)	ACTUAL PERCENT OVER (UNDER)
AUGUST	\$4,777,177	\$4,951,027	\$173,850	3.64%	\$4,943,657	(\$7,370)	-0.15%	\$5,183,917	\$240,260	4.86%
SEPTEMBER	\$4,308,256	\$4,566,172	\$257,916	5.99%	\$4,652,657	\$86,485	1.89%	\$4,824,872	\$172,216	3.70%
OCTOBER	\$4,272,752	\$4,512,390	\$239,639	5.61%	\$4,704,817	\$192,427	4.26%	\$4,821,246	\$116,429	2.47%
NOVEMBER	\$4,498,134	\$4,670,898	\$172,765	3.84%	\$4,805,188	\$134,290	2.88%	\$4,648,149	(\$157,039)	-3.27%
DECEMBER	\$4,112,536	\$4,564,795	\$452,260	11.00%	\$4,737,593	\$172,797	3.79%	\$4,673,698	(\$63,895)	-1.35%
JANUARY	\$4,574,224	\$4,811,330	\$237,106	5.18%	\$4,811,811	\$481	0.01%			0.00%
FEBUARY	\$6,596,841	\$6,435,925	(\$160,916)	-2.44%	\$6,435,836	(\$89)	0.00%			0.00%
MARCH	\$3,965,096	\$4,062,621	\$97,525	2.46%	\$4,183,524	\$120,903	2.98%			0.00%
APRIL	\$3,814,357	\$4,187,237	\$372,880	9.78%	\$4,481,442	\$294,205	7.03%			0.00%
MAY	\$5,094,726	\$4,948,214	(\$146,512)	-2.88%	\$5,191,706	\$243,492	4.92%			0.00%
JUNE	\$4,596,905	\$4,569,244	(\$27,661)	-0.60%	\$4,897,663	\$328,419	7.19%			0.00%
JULY	\$4,708,966	\$4,996,009	\$287,043	6.10%	\$5,016,379	\$20,370	0.41%			0.00%
	\$55,319,970	\$57,275,863	\$1,955,893	3.54%	\$58,862,274	\$1,586,411	2.77%	\$24,151,883	\$307,971	1.29%

LAST % CALCULATION FIGURED ON YTD NUMBERS

**SALES TAX  
REVENUES  
SCHOOLS**

Schools get about 61.36%  
of total sales tax revenue

MONTH	2016-2017 F.Y. COLLECTED	2017-2018 COLLECTED USING NEW FORMULA	ACTUAL AMOUNT OVER (UNDER)	ACTUAL PERCENT OVER (UNDER)	2018-2019 COLLECTED USING NEW FORMULA	ACTUAL AMOUNT OVER (UNDER)	ACTUAL PERCENT OVER (UNDER)	2017-2018 COLLECTED USING NEW FORMULA	CURRENT Yr-To-Date 2019-2020 COLLECTED	ACTUAL AMOUNT OVER (UNDER)	ACTUAL PERCENT OVER (UNDER)
AUGUST	\$3,468,116	\$3,038,128	(\$429,987)	-12.40%	\$3,076,104	\$37,976	1.25%	\$3,076,104	\$3,238,165	\$162,061	5.27%
SEPTEMBER	\$3,127,248	\$2,801,967	(\$325,281)	-10.40%	\$2,890,089	\$88,122	3.14%	\$2,890,089	\$3,039,876	\$149,787	5.18%
OCTOBER	\$3,104,370	\$2,768,965	(\$335,405)	-10.80%	\$2,923,900	\$154,934	5.60%	\$2,923,900	\$3,003,209	\$79,310	2.71%
NOVEMBER	\$3,269,248	\$2,866,231	(\$403,016)	-12.33%	\$2,994,173	\$127,942	4.46%	\$2,994,173	\$2,901,054	(\$93,118)	-3.11%
DECEMBER	\$2,990,120	\$2,801,123	(\$188,997)	-6.32%	\$2,945,958	\$144,836	5.17%	\$2,945,958	\$2,917,616	(\$28,342)	-0.96%
JANUARY	\$3,326,019	\$2,952,405	(\$373,614)	-11.23%	\$2,978,816	\$26,411	0.89%	\$2,978,816			0.00%
FEBUARY	\$4,797,411	\$3,949,315	(\$848,096)	-17.68%	\$4,007,139	\$57,824	1.46%	\$4,007,139			0.00%
MARCH	\$2,883,359	\$2,492,970	(\$390,388)	-13.54%	\$2,594,646	\$101,675	4.08%	\$2,594,646			0.00%
APRIL	\$2,774,077	\$2,569,439	(\$204,638)	-7.38%	\$2,785,329	\$215,890	8.40%	\$2,785,329			0.00%
MAY	\$3,702,271	\$3,036,402	(\$665,869)	-17.99%	\$3,240,344	\$203,941	6.72%	\$3,240,344			0.00%
JUNE	\$3,337,552	\$2,803,853	(\$533,699)	-15.99%	\$3,052,314	\$248,461	8.86%	\$3,052,314			0.00%
JULY	\$3,417,739	\$3,065,731	(\$352,008)	-10.30%	\$3,118,339	\$52,608	1.72%	\$3,118,339			0.00%
	\$40,197,529	\$35,146,531	#####	-12.57%	\$36,607,151	\$1,460,619	4.16%	\$36,607,151	\$15,099,920	\$269,696	1.82%

**LAST % CALCULATION FIGURED ON YTD NUMBERS**

<b>BUDGETED</b>	<b>NEW FORMULA</b>
\$38,545,325	LT YR * 1.82%
	<b>ESTIMATED DIFFERENCE</b>
	\$37,272,873
	<b>DIFFERENCE</b>
	(\$1,272,452)
	<b>%</b>
	-3.30%

SALES TAX  
REVENUES  
OTHER ( MEDON, HUMBOLDT, THREE WAY, BALLPARK, SPORTSPLEX )

MONTH	2016-2017 F.Y. COLLECTED	2017-2018 F.Y. COLLECTED	ACTUAL		2018-2019		ACTUAL		CURRENT		ACTUAL		ACTUAL	
			AMOUNT OVER (UNDER)	PERCENT OVER (UNDER)	AMOUNT OVER (UNDER)	PERCENT OVER (UNDER)	AMOUNT OVER (UNDER)	PERCENT OVER (UNDER)	Yr-To-Date 2019-2020 COLLECTED	AMOUNT OVER (UNDER)	PERCENT OVER (UNDER)	AMOUNT OVER (UNDER)	PERCENT OVER (UNDER)	
AUGUST	\$19,100	\$23,348	\$4,247	22.24%	\$25,663	\$2,315	9.92%	\$28,770	\$3,107	12.11%				
SEPTEMBER	\$19,654	\$16,887	(\$2,767)	-14.08%	\$20,771	\$3,885	23.00%	\$26,791	\$6,020	28.98%				
OCTOBER	\$14,685	\$18,945	\$4,260	29.01%	\$20,633	\$1,688	8.91%	\$20,685	\$52	0.25%				
NOVEMBER	\$13,445	\$14,188	\$742	5.52%	\$14,705	\$518	3.65%	\$18,215	\$3,510	23.87%				
DECEMBER	\$12,687	\$12,870	\$183	1.44%	\$16,487	\$3,618	28.11%	\$16,084	(\$403)	-2.44%				
JANUARY	\$11,636	\$10,478	(\$1,158)	-9.95%	\$13,102	\$2,624	25.04%							
FEBRUARY	\$10,757	\$24,140	\$13,383	124.42%	\$37,219	\$13,078	54.18%							
MARCH	\$10,437	\$11,451	\$1,014	9.72%	\$12,164	\$713	6.23%							
APRIL	\$8,932	\$9,294	\$362	4.05%	\$11,165	\$1,871	20.13%							
MAY	\$15,148	\$14,412	(\$736)	-4.86%	\$15,392	\$980	6.80%							
JUNE	\$19,890	\$15,387	(\$4,503)	-22.64%	\$17,255	\$1,868	12.14%							
JULY	\$22,749	\$32,808	\$10,059	44.22%	\$19,682	(\$13,126)	-40.01%							
	\$179,119	\$204,207	\$25,088	14.01%	\$224,240	\$20,032	9.81%	\$110,546	\$12,286	12.50%				

LAST % CALCULATION FIGURED ON YTD NUMBERS

Cash Assets						
Account #	Name	Starting	Debits	Credits	Ending	Ending
999-11120	CASH ON HAND	1,200.00	13,570,204.32	13,570,204.32	1,200.00	1,200.00
999-11130-200	BANCORP SOUTH	19,509,577.86	54,718,405.20	54,465,822.29	19,762,160.77	19,762,160.77
999-11130-300	BANCORPSOUTH BOND PROCEEDS	60,086,867.70	197,545.86	98,772.93	60,185,640.63	60,185,640.63
999-11130-301	BANCORPSOUTH MM PLUS CHECKING	10,110,298.40	13,035,113.30	17,556.65	23,127,855.05	23,127,855.05
999-11130-400	MULTI-BANK SECURITIES INC	8,316,256.00	620,744.00	1,596,000.00	7,341,000.00	7,341,000.00
999-11130-600	LOCAL GOV. INVESTMENT POOL	3,834.38	24.78	12.39	3,846.77	3,846.77
999-11130-601	LGIP-BOND PROCEEDS	15,275.48	98.70	49.35	15,324.83	15,324.83
999-11410	ACCOUNTS RECEIVABLE	8,982.00	26,227.00	22,335.00	12,874.00	12,874.00
999-14310	UNDISTRIBUTED WARRANTS	0.00	21,059,808.36	21,059,808.36	0.00	0.00
		98,052,291.82	103,228,171.52	90,830,561.29	110,449,902.05	110,449,902.05

Liabilities						
Account #	Name	Starting	Debits	Credits	Ending	Ending
999-22200	OVERPAYMENTS/REFUNDS	0.00	17,957.00	17,957.00	0.00	0.00
999-28310	UNDISTRIBUTED TAXES	0.00	126.00	126.00	0.00	0.00
999-28650	OUTSTANDING WARRANTS	1,922,100.89	9,185,041.28	9,005,485.19	1,742,544.80	1,742,544.80
999-29900	FEE/COMMISSION ACCOUNT	0.00	433,632.62	433,632.62	0.00	0.00
101	GENERAL FUND	4,101,128.16	3,549,550.33	9,832,153.99	10,383,731.82	10,383,731.82
113	JUVENILE SERVICES	96,684.23	156,507.25	525,406.29	465,583.27	465,583.27
116	SOLID WASTE/SANITATION	107,540.41	117,600.20	295,145.87	285,086.08	285,086.08
120	LOCAL PURPOSE TAX	1,402,295.04	108.95	10,894.66	1,413,080.75	1,413,080.75
121	SPECIAL PURPOSE	570,063.95	363,844.63	454,254.09	660,473.41	660,473.41
122	DRUG CONTROL	146,106.65	1,688.57	3,957.04	148,375.12	148,375.12
128	CURRENT PROPERTY TAX	375,012.89	0.46	4,551.42	379,563.85	379,563.85
131	HIGHWAY/PUBLIC WORKS	11,405,820.61	185,456.48	848,486.67	12,068,850.80	12,068,850.80
141	GENERAL PURPOSE SCHOOL	10,328,739.77	8,284,887.63	10,831,058.69	12,874,910.83	12,874,910.83
142	SCHOOL FEDERAL PROJECTS	746,417.79	1,180,693.60	814,679.26	380,403.45	380,403.45
143	FOOD SERVICE	1,119,171.74	838,053.37	944,354.25	1,225,472.62	1,225,472.62
151	GENERAL DEBT SERVICE	11,193,118.59	81,107.59	4,200,638.66	15,312,649.66	15,312,649.66
171	GENERAL CAPITAL PROJECTS	40,306,549.19	4,173,952.44	1,271,154.31	37,403,751.06	37,403,751.06
172	COMMUNITY DEV./INDUSTRIAL PARK	1,293,587.55	207.00	20,700.00	1,314,080.55	1,314,080.55
177	EDUCATION CAPITAL PROJECTS	10,193,101.40	205,286.44	630,612.81	10,618,427.77	10,618,427.77
265	SELF INSURANCE FUND	1,468,288.43	524,796.76	508,488.07	1,451,939.74	1,451,939.74
266	OJI	0.00	0.00	975,000.00	975,000.00	975,000.00
304	DISTRICT ATTORNEY GENERAL	3,275.90	74.28	1,412.03	4,613.65	4,613.65
331	PENSION TRUST	1,019,479.49	27,694.34	32,153.96	1,023,939.11	1,023,939.11
351	CITIES - SALES TAX	149,367.98	1,785,711.29	1,773,026.30	136,682.99	136,682.99
352	CITY OF THREWAY	11,125.84	23,851.34	113,072.21	100,346.71	100,346.71
353	WATERSHED DISTRICT	55,973.29	0.00	0.00	55,973.29	55,973.29
359	COMMUNITY DEVELOPMENT - AGENCY	37,342.03	37,687.20	34,515.89	34,170.72	34,170.72

Liabilities						
Account #	Name	Starting	Debits	Credits	Ending	Ending
360	ARBITRAGE REBATE	0.00	4,100.96	4,100.96	0.00	0.00
		98,052,291.82	31,179,618.01	43,586,978.24	110,459,652.05	

December 2019

Reconciled Cash Balances

	Beginning Balance	YTD Debits	YTD Credits	Ending Balance
101 General	8,762,106.46	25,869,108.48	24,241,267.99	10,389,946.95
113 Juvenile Services	324,273.14	1,155,572.50	1,010,492.37	469,353.27
116 Solid Waste/Sanitation	193,947.78	786,498.11	695,359.81	285,086.08
120 Local Purpose Tax	3,568,529.76	170,271.90	2,325,720.91	1,413,080.75
121 Special Purpose	773,323.92	2,646,576.96	2,759,427.47	660,473.41
122 Drug Control	142,253.93	17,165.85	11,044.66	148,375.12
128 Special Revenue	332,512.09	53,582.37	6,530.61	379,563.85
131 Highway/Public Works	11,548,540.54	3,706,569.26	3,196,210.80	12,058,899.00
141 General Purpose School	11,016,554.19	52,091,412.18	50,237,025.72	12,870,940.65
142 School Federal Projects	503,803.73	5,411,481.15	5,527,189.65	388,095.23
143 Central Cafeteria	2,631,408.53	2,901,857.20	4,308,304.61	1,224,961.12
151 General Debt Service	13,329,209.20	7,694,738.01	5,711,297.55	15,312,649.66
171 General Capital Projects	47,785,056.01	2,818,391.90	13,199,696.85	37,403,751.06
172 Community Development/Industrial Park	1,421,993.55	28,818.00	136,731.00	1,314,080.55
176 Highway Capital Projects	672,545.00	0.00	672,545.00	0.00
177 Education Capital Projects	16,274,698.83	1,858,231.86	7,514,502.92	10,618,427.77
265 Employee Insurance No. 2	1,181,247.48	3,505,111.78	3,234,419.52	1,451,939.74
266 Worker's Compensation/OJI	0.00	975,000.00	0.00	975,000.00
304 District Attorney General	5,916.30	5,534.44	6,837.09	4,613.65
331 Pension Trust	1,017,909.62	187,760.47	177,865.46	1,027,804.63
351 Cities - Sales Tax	149,367.98	1,785,711.29	1,773,026.30	136,682.99
352 City of Threeway	11,125.84	23,851.34	113,072.21	100,346.71
353 Watershed District	2,452.59	0.00	0.00	2,452.59
359 Community Development - Agency	37,342.03	37,687.20	34,515.89	34,170.72
360 Arbitrage Rebate	0.00	4,100.96	4,100.96	0.00
	<b>\$121,686,118.50</b>	<b>\$113,735,033.21</b>	<b>\$126,897,185.35</b>	<b>\$108,670,695.50</b>

## Summarized Revenue/Expenditure Report for December 2019

	YTD Amended Budget	Monthly Actual	YTD Actual	YTD Outstanding Encumbrances	Remaining Balance	% of Budget
101 General Fund Rev	\$42,437,241.17	\$9,585,063.73	\$18,834,369.53		\$23,602,871.64	
101 General Fund Exp	\$46,178,727.22	\$3,325,224.02	\$20,872,657.35	\$938,949.78	\$24,367,120.09	47.23%
	Variance	\$6,263,839.71	-\$2,038,287.82			
113 Juvenile Services Rev	\$1,924,302.00	\$525,290.10	\$876,401.91		\$1,047,900.09	
113 Juvenile Services Exp	\$2,145,902.21	\$1,149,641.68	\$982,754.02	\$30,934.21	\$1,132,213.98	47.24%
	Variance	\$375,648.42	-\$106,352.11			
116 Solid Waste/Sanitation Rev	\$1,274,730.00	\$295,079.45	\$540,629.92		\$734,100.08	
116 Solid Waste/Sanitation Exp	\$1,391,212.10	\$1,117,057.12	\$667,742.67	\$45,975.95	\$677,493.48	51.30%
	Variance	\$178,022.33	-\$127,112.75			
120 Local Purpose Tax Rev	\$1,000,000.00	\$10,894.66	\$145,980.70		\$854,019.30	
120 Local Purpose Tax Exp	\$1,000,000.00	\$108.95	\$1,460.43	\$0.00	\$85,539.57	14.60%
	Variance	\$10,785.71	\$144,520.27			
121 Special Purpose Rev	\$5,898,605.66	\$450,603.09	\$1,615,825.52		\$4,282,780.14	
121 Special Purpose Exp	\$5,999,495.19	\$360,710.95	\$2,342,524.39	\$64,214.35	\$3,592,756.45	40.12%
	Variance	\$89,892.14	-\$726,698.87			
122 Drug Control Rev	\$30,890.00	\$3,957.04	\$14,326.81		\$16,563.19	
122 Drug Control Exp	\$16,123.00	\$1,688.57	\$9,200.62	\$1,856.86	\$5,065.52	68.58%
	Variance	\$2,268.47	\$5,126.19			
128 Special Revenue Rev	\$21,300.00	\$4,551.42	\$43,161.02	\$0.00	-\$21,861.02	0.00%
128 Special Revenue Exp	\$288,000.00	\$0.46	\$10.98	\$0.00	\$287,989.02	
	Variance	\$4,550.96	\$43,150.04			
131 Highway/Public Works Rev	\$6,975,812.03	\$848,360.95	\$3,084,781.70		\$3,891,030.33	
131 Highway/Public Works Exp	\$7,557,997.58	\$183,237.00	\$1,992,704.16	\$286,002.50	\$5,279,290.92	30.15%
	Variance	\$655,123.95	-\$1,092,077.54			
141 General Purpose School Rev	\$103,417,941.00	\$10,744,703.89	\$46,089,581.35		\$57,328,359.65	
141 General Purpose School Exp	\$108,213,963.00	\$7,956,235.84	\$47,563,258.92	\$4,006,392.61	\$56,644,311.47	47.66%
	Variance	\$2,788,468.05	-\$1,473,677.57			
142 Federal Projects Rev	\$13,313,616.00	\$813,799.36	\$4,599,722.70		\$8,713,893.30	
142 Federal Projects Exp	\$13,313,616.00	\$1,142,398.45	\$5,306,928.50	\$893,056.29	\$7,113,631.21	46.57%
	Variance	-\$328,599.09	-\$707,205.80			
143 Central Cafeteria Rev	\$9,484,500.00	\$941,892.77	\$2,897,841.55		\$6,586,658.45	
143 Central Cafeteria Exp	\$9,484,500.00	\$829,425.66	\$4,105,612.32	\$2,134,613.52	\$3,244,274.16	65.79%
	Variance	\$112,467.11	-\$1,207,770.77			
151 General Debt Service Rev	\$14,386,213.00	\$4,196,513.27	\$7,132,135.10		\$7,254,077.90	
151 General Debt Service Exp	\$13,897,105.00	\$76,982.20	\$2,670,028.72	\$0.00	\$11,227,076.28	19.21%
	Variance	\$4,119,531.07	\$4,462,106.38			
171 General Capital Projects Rev	\$6,540,610.67	\$1,270,934.23	\$2,167,335.66		\$4,373,275.01	
171 General Capital Projects Exp	\$52,540,753.49	\$4,163,132.36	\$11,923,263.78	\$510,751.06	\$40,106,738.65	23.67%
	Variance	-\$2,892,198.13	-\$9,755,928.12			
172 Industrial Park Rev	\$26,604.00	\$20,700.00	\$29,025.00		-\$2,421.00	
172 Industrial Park Exp	\$100,300.00	\$207.00	\$100,207.00	\$0.00	\$93.00	99.91%
	Variance	\$20,693.00	-\$71,182.00			
177 Education Capital Projects Rev	\$3,163,344.00	\$624,132.37	\$1,741,927.05		\$1,421,416.95	
177 Education Capital Projects Exp	\$5,942,893.00	\$22,908.28	\$1,107,467.24	\$1,996,511.24	\$2,838,914.52	52.23%
	Variance	\$601,224.09	\$634,459.81			
<b>Total Revenue for ALL FUNDS</b>	<b>\$209,895,709.53</b>	<b>\$30,340,476.33</b>	<b>\$89,813,045.52</b>		<b>\$120,082,664.01</b>	
<b>Total Expenditures for ALL FUNDS</b>	<b>\$267,080,587.79</b>	<b>\$18,338,958.54</b>	<b>\$99,645,621.10</b>	<b>\$10,909,258.37</b>	<b>\$156,525,508.32</b>	<b>41.39%</b>
	Variance	\$12,001,517.79	-\$9,832,775.58			

# Modified Summary Financial Statement

December 2019

Account Expenditures	Description	Current Year To Date		Remaining Year To Date		Estimated Year End Expenditures	
		Revised Budget	YTD Actuals	3 Year Average + 2% Inflation	3 Year Average	YTD Actuals + 3 Year Average w/ 2% Inflation	YTD Actuals + 3 Year Average
71100	Regular Instruction Program	50,008,751.00	22,062,865.48	27,646,683.71	27,104,591.87	49,709,549.19	49,167,457.35
71200	Special Education Program	10,333,970.00	4,268,104.05	5,679,903.16	5,568,532.51	9,948,007.21	9,836,636.56
71300	Vocational Education Program	2,916,600.00	1,221,499.57	1,685,209.95	1,652,166.62	2,906,709.52	2,873,666.19
72110	Attendance	334,030.00	211,835.63	106,218.59	104,135.88	318,054.22	315,971.51
72120	Health Services	879,700.00	367,185.51	436,345.67	427,789.87	803,531.18	794,975.38
72130	Other Student Support	4,450,719.00	1,712,441.45	2,253,845.50	2,209,652.45	3,966,286.95	3,922,093.90
72210	Regular Instruction Program	4,117,140.00	1,797,049.12	1,923,344.84	1,885,632.20	3,720,393.96	3,682,681.32
72220	Special Education Program	1,099,330.00	457,146.74	403,078.07	395,174.58	860,224.81	852,321.32
72230	Vocational Education Program	109,300.00	34,871.69	47,396.88	46,467.53	82,268.57	81,339.22
72250	Information Technology	1,931,870.00	1,058,046.54	0.00	0.00	1,058,046.54	1,058,046.54
72310	Board Of Education	2,143,200.00	1,046,054.10	971,137.72	952,095.80	2,017,191.82	1,998,149.90
72320	Office Of The Superintendent	882,500.00	258,931.50	466,350.20	457,206.08	725,281.70	716,137.58
72410	Office Of The Principal	7,137,081.00	3,447,984.33	3,614,760.59	3,543,882.93	7,062,744.92	6,991,867.26
72510	Fiscal Services	984,500.00	225,282.25	618,506.24	606,378.67	843,788.49	831,660.92
72520	Human Services/Personnel	557,500.00	277,284.28	291,206.06	285,496.13	568,490.34	562,780.41
72610	Operation Of Plant	6,360,000.00	3,475,220.45	2,575,927.93	2,525,419.54	6,051,148.38	6,000,639.99
72620	Maintenance Of Plant	3,621,336.00	1,569,387.71	1,630,634.35	1,598,661.12	3,200,022.06	3,168,048.83
72710	Transportation	6,207,494.00	2,722,228.09	3,105,985.31	3,045,083.63	5,828,213.40	5,767,311.72
72810	Central And Other	0.00	0.00	194,207.19	190,399.21	194,207.19	190,399.21
73100	Food Service	0.00	0.00	0.00	0.00	0.00	0.00
73300	Community Services	563,765.00	253,915.90	237,332.77	232,679.18	491,248.67	486,595.08
73400	Early Childhood Education	2,573,990.00	1,095,924.53	964,841.55	945,923.09	2,060,766.08	2,041,847.62
82330	Education	1,001,187.00	0.00	1,001,187.00	1,001,187.00	1,001,187.00	1,001,187.00
99100	Transfers	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>Total Expenditures</b>	<b>108,213,963.00</b>	<b>47,563,258.92</b>	<b>55,854,103.28</b>	<b>54,778,555.90</b>	<b>103,417,362.20</b>	<b>102,341,814.82</b>
<b>Total</b>	<b>141 General Purpose School</b>	<b>108,213,963.00</b>	<b>47,563,258.92</b>	<b>55,854,103.28</b>	<b>54,778,555.90</b>	<b>103,417,362.20</b>	<b>102,341,814.82</b>
<b>Total</b>	<b>141 General Purpose School</b>	<b>108,213,963.00</b>	<b>47,563,258.92</b>	<b>55,854,103.28</b>	<b>54,778,555.90</b>	<b>103,417,362.20</b>	<b>102,341,814.82</b>
	Revenue	103,417,941.00	10,744,703.89			4.43%	5.43%
	Difference	4,796,022.00	(36,818,555.03)			(4,796,600.80)	(5,872,148.18)
	Budgeted Revenue less Estimated Expenditures					578.80	1,076,126.18
						578.80	1,076,126.18

**JACKSON-MADISON COUNTY SCHOOL SYSTEM  
MONTHLY HUMAN CAPITAL REPORT**

**NEWLY HIRED EDUCATORS**

	FIRST NAME	LAST NAME	LOCATION	POSITION	EFFECTIVE DATE	RACE	GENDER
1	SCOTT	AKIN	LIBERTY	REG ED HS TEACHER MATH	01/06/2020	W	M
2	CAITLIN	VAUGHN	ALEXANDER	REG ED K-5 CLASSROOM TEACHER	01/06/2020	W	F
3	HANNAH	LIPSEY	ALEXANDER	REG ED K-5 CLASSROOM TEACHER	01/06/2020	W	F
4	SARAH	YARBROUGH	NORTH PARKWAY	REG ED MS TEACHER SOCIAL STUDI	01/06/2020	B	F
5	AMELIA	NEWSOM	EAST	REG ED K-5 CLASSROOM TEACHER	01/06/2020	W	F
6	JALEN	MOORE	NORTHEAST	REG ED MS TEACHER ELA	01/06/2020	B	M
7	KAREN	DANTER	THELMA BARKER	REG ED K-5 CLASSROOM TEACHER	01/06/2020	W	F
8	SALLIE	NORMAN	ALEXANDER	REG ED K-5 CLASSROOM TEACHER	01/06/2020	W	F
9	DEAN	DAVIDSON	LIBERTY	.REG ED HS TEACHER PHYSICAL ED	01/06/2020	W	M
10	JON	BLANCETT	SOUTH SIDE	VOCATIONAL TEACHER	01/06/2020	W	M

**EDUCATOR SEPARATIONS**

	FIRST NAME	LAST NAME	LOCATION	POSITION	EFFECTIVE DATE	RACE	GENDER
1	ORENTHEUS	TAYLOR	LIBERTY	SPECIAL ED TEACHER-GP	01/10/2020	B	M
2	MELONY	WADE	NOTHEAST	REG ED MS TEACHER MATH	01/10/2020	W	F
3	DEIRDRE	GARNER	LIBERTY	SPECIAL ED TEACHER-GP	01/13/2020	B	F
4	PENNIE	FUTRELL-SMITH	EAST	SCHOOL COUNSELOR 10 MO-GP	01/14/2020	B	F
5	SCOTT	KEE	LIBERTY	REG ED HS TEACHER SOCIAL STUDI	01/17/2020	W	M
6	CRYSTAL	HUNT	JCT	REG ED MS TEACHER ELECTIVE	01/27/2020	W	F
7	CAITLIN	VAUGHN	ALEXANDER	REG ED K-5 CLASSROOM TEACHER	01/29/2020	W	F
8	SHERYL	GOODWIN	EAST	SPECIAL ED TEACHER-GP	01/31/2020	W	F

**NEWLY HIRED NON-CERTIFIED**

	FIRST NAME	LAST NAME	LOCATION	POSITION	EFFECTIVE DATE	RACE	GENDER
1	PAMELA	JACKSON	SUBSTITUTE EMPLOYEES	CHILDCARE ASST-SUBSTITUTE	01/06/2020	B	F
2	ROY	CHANDLER	SUBSTITUTE EMPLOYEES	SUB TEACHER/SUPPORT-NO DEGREE	01/06/2020	W	M
3	RACHEL	WALKER	SUBSTITUTE EMPLOYEES	BUS ATTENDANT-SUBSTITUTE	01/06/2020	B	F
4	APRIL	THOMPSON	SUBSTITUTE EMPLOYEES	SUB TEACHER/SUPPORT-NO DEGREE	01/06/2020	W	F

**JACKSON-MADISON COUNTY SCHOOL SYSTEM  
MONTHLY HUMAN CAPITAL REPORT**

5	CURTIA	NEAL	LINCOLN	SPECIAL ED ASSISTANT-IDEA	01/06/2020	B	F
6	SONYA	WADDELL	SOUTH SIDE	SCHOOL SECRETARY-ATTENDANCE	01/06/2020	B	F
7	MAVIS	TOMLIN	ISAAC LANE	SPECIAL ED ASSISTANT-IDEA	01/06/2020	B	F
8	RAEJEAN	BRADFORD	SUBSTITUTE EMPLOYEES	SUB TEA/SUPPRT-DEGREE/NON-CERT	01/06/2020	B	F
9	BOBBY	MAY	SUBSTITUTE EMPLOYEES	SUB TEA/SUPPRT-DEGREE/NON-CERT	01/07/2020	B	F
10	LINDSEY	FOWLER	SUBSTITUTE EMPLOYEES	SUB TEA/SUPPRT-DEGREE/NON-CERT	01/07/2020	W	F
11	JAMIE	CRUM	SUBSTITUTE EMPLOYEES	SUB TEACHER/SUPPORT-NO DEGREE	01/07/2020	W	F
12	MARTHA	CAMARGO	SUBSTITUTE EMPLOYEES	SUB TEACHER/SUPPORT-NO DEGREE	01/13/2020	B	F
13	KENDRICK	JOHNSON	MADISON	FOOD-CAFETERIA STAFF ASST 6 HR	01/13/2020	B	M
14	AALIYAH	MCDANIEL	ISAAC LANE	LICENSED PRACTICAL NURSE-GP	01/13/2020	B	F
15	BREELAN	MCKINNEY	ROSE HILL	SPECIAL ED ASSISTANT-IDEA	01/15/2020	B	M
16	MICHAEL	CORMIER	SUBSTITUTE EMPLOYEES	BUS DRIVER-REG ED SUBSTITUTE	01/21/2020	B	M
17	ELIZABETH	MAYO	COMMUNITY MONTESSORI	CROSSING GUARD	01/21/2020	W	F
18	JOSHUA	ADKINS	SUBSTITUTE EMPLOYEES	SUB TEACHER/SUPPORT-CERTIFIED	01/22/2020	W	M
19	SONATA	MURRY	NORTH PARKWAY	SPECIAL ED ASSISTANT-IDEA	01/23/2020	B	F
20	DUSTIN	WALLACE	WEST BEMIS	SPECIAL ED ASSISTANT-IDEA	01/27/2020	W	M
21	JOHN	HELPS	SUBSTITUTE EMPLOYEES	SUB TEA/SUPPRT-DEGREE/NON-CERT	01/29/2020	B	M

**NON-CERTIFIED SEPARATIONS**

	FIRST NAME	LAST NAME	LOCATION	POSITION	EFFECTIVE DATE	RACE	GENDER
1	BETTY	CHATMAN	TRANSPORTATION	BUS ATTENDANT	01/03/2020	B	F
2	RAKEISHA	BURFORD	TRANSPORTATION	TRANSPORTATION DISPATCHER	01/03/2020	B	F
3	RICHARD	SIROKY	TRANSPORTATION	BUS DRIVER-REGULAR ED	01/10/2020	W	M
4	TONYA	PERSON	SOUTH SIDE	FOOD-CAFETERIA STAFF ASST 6 HR	01/13/2020	B	F
5	KENNETH	PARKS	TRANSPORTATION	BUS SHOP FUEL OPERATOR	01/14/2020	W	M
6	VERNETA	FLOURNOY	LINCOLN	FOOD-CAFETERIA STAFF ASST 6 HR	01/17/2020	B	F
7	CHARITY	HARGROVE	POPE	REGULAR ED ASSISTANT	01/17/2020	W	F
8	APRIL	BURGE	CENTRAL OFFICE	SPECIAL ED SECRETARY-IDEA	01/24/2020	B	F
9	TREYVIN	WHITE	ROSE HILL	SPECIAL ED ASSISTANT-IDEA	01/24/2020	B	M
10	NICHOLE	MCKINNEY	ANDREW JACKSON	FOOD-CAFETERIA STAFF ASST 6 HR	01/24/2020	B	F
11	SUSAN	WALLACE	NORTH SIDE	SCHOOL SECRETARY 1	01/28/2020	W	F
12	MARY	BUNNER	SOUTH SIDE	FOOD-CAFETERIA STAFF ASST 6 HR	01/31/2020	W	F

Teacher Only Absenteeism  
January 2020

	Absence No Pay	Annual Leave	Bonus Leave	Death (Non-Imm. Fam.)	Emergency (Non-Cert)	Illness (Employee Only)	LOA (No Pay)	Local Leave (Cert. Only)	Personal Leave	Sick (Ill-Death Imm. Fam)	Total Gen. Absences	Fed Funded Prof. Dev.	GP Funded Prof. Dev.	Total Prof. Absences	FMLA	Workers Comp	Total FMLA / Workers Comp	Association Leave	Jury Duty	Legislative Leave	Military Leave	Total Civic	Total Absenteeism	
Alexander	0	0	0	1	0	26	0	0	2	12	41	0	2	2	0	0	0	0	0	0	0	0	0	43
Andrew Jackson	0	0	0	0	0	23	0	0	2	7	32	0	5	5	0	0	0	0	0	0	0	0	0	37
Arlington	0	0	0	1	0	16	9	0	4	12	42	0	3	3	16	0	16	0	0	0	0	0	0	61
Community Montessori	0	0	0	0	0	8	0	0	6	19	33	0	3	3	0	0	0	0	0	0	0	0	0	36
Denmark	0	0	0	3	0	24	0	0	1	9	37	0	2	2	0	0	0	0	0	0	0	0	0	39
East	0	0	0	1	0	16	0	0	4	21	42	0	2	2	4	0	4	0	0	0	0	0	0	48
Isaac Lane	0	0	0	2	0	42	0	0	2	13	59	0	6	6	0	0	0	0	1	0	0	0	1	66
Jackson Careers & Tech	0	0	0	0	0	34	1	0	4	14	53	0	2	2	0	0	0	0	0	0	0	0	0	55
JCM Early College High	0	0	0	0	0	18	0	0	1	3	22	0	0	0	0	0	0	0	0	0	0	0	0	22
Liberty	0	0	0	1	0	60	0	0	1	48	110	0	6	6	0	0	0	0	0	0	0	0	0	116
Lincoln	0	0	0	0	0	23	0	0	2	18	43	0	3	3	0	0	0	0	0	0	0	0	0	46
Madison	0	0	0	0	0	18	0	0	0	6	24	0	1	1	0	0	0	0	0	0	0	0	0	25
North Parkway	0	0	0	0	0	19	0	0	2	28	49	0	0	0	2	0	2	0	0	0	0	0	0	51
North Side	0	0	0	2	0	41	1	0	1	37	82	0	11	11	1	0	1	0	0	0	8	8	8	102
Northeast	0	0	0	1	0	53	0	0	0	47	101	0	3	3	0	0	0	0	0	0	1	1	1	105
Nova Early Learning Center	0	0	0	0	0	20	18	0	2	12	52	0	3	3	0	1	1	0	0	0	0	0	0	56
Parkview Learning Center	0	0	0	0	0	1	0	0	0	6	7	0	0	0	0	0	0	0	0	0	0	0	0	7
Pope	0	0	0	1	0	17	0	0	3	22	43	0	5	5	0	0	0	0	0	0	0	0	0	48
Rose Hill	0	0	0	0	0	17	0	0	2	29	48	0	1	1	0	0	0	0	0	0	0	0	0	49
South	0	0	0	0	0	7	0	0	1	13	21	0	7	7	0	0	0	0	0	0	0	0	0	28
South Side	0	0	0	0	0	15	0	0	10	18	43	0	4	4	0	0	0	0	0	0	0	0	0	47
Thelma Barker	0	0	0	0	0	23	10	0	6	13	52	0	1	1	0	0	0	0	0	0	0	0	0	53
West Bemis	0	0	0	2	0	18	0	0	3	6	29	0	0	0	0	0	0	2	0	0	0	2	2	31
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15</b>	<b>0</b>	<b>539</b>	<b>39</b>	<b>0</b>	<b>59</b>	<b>413</b>	<b>1065</b>	<b>0</b>	<b>70</b>	<b>70</b>	<b>23</b>	<b>1</b>	<b>24</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>9</b>	<b>12</b>	<b>1171</b>	



Teacher Absenteeism  
Three Year Comparison

	<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>
Alexander	325	178	146
Andrew Jackson	397	323	217
Arlington	507	669	315
Community Montessori	297	363	225
Denmark	317	374	286
East	364	395	197
Isaac Lane	332	463	296
JCM Early College High	133	239	254
JCT	651	588	210
Liberty	1019	1174	554
Lincoln	300	270	273
Madison	345	348	185
North Parkway	635	657	320
North Side	993	1133	604
Northeast	761	776	431
Nova Early Learning Center	364	356	239
Parkview Learning Center	201	312	25
Pope	487	585	275
Rose Hill	517	577	350
South	395	360	213
South Side	587	640	296
Thelma Barker	654	433	252
West Bemis	475	387	284
<b>School Year Totals</b>	<b>11056</b>	<b>11600</b>	<b>*6447</b>

\*This number is through January 31, 2020.

**Teacher Vacancies and Locations as of 02/06/2020**

	<b>Description</b>	<b>Location</b>
1	REG ED K-5 CLASS TEACHER	Alexander
2	REG ED K-5 CLASS TEACHER	Andrew Jackson
3	SPECIAL ED TEACHER-GP (A recommendation has been made by the principal, but the teacher has not started.)	East
4	REG ED MS TEACHER ELECTIVE TEACHER	JCT
5	REG ED HS TEACHER FOREIGN LANGUAGE	Liberty
6	REG ED HS TEACHER MATH	Liberty
7	REG ED HS TEACHER SOC ST	Liberty
8	GRADUATION COACH-TITLE I	Liberty
9	RED ED HS TEACHER SOCIAL STUDIES	Liberty
10	REG ED HS TEACHER SCIENCE	Liberty
11	REG ED HS TEACHER ELECTIVE	Liberty
12	REG ED HS TEACHER ELECTIVE	Liberty
13	SPECIAL ED TEACH- GP	Liberty
14	REG ED MS TEACHR ELA	North Parkway
15	REG ED HS TEACHER SCIENCE	North Side
16	REG ED HS TEA FOR LG	North Side
17	SPECIAL ED TEACH-GP (A recommendation has been made by the principal, but the teacher has not started.)	North Side
18	REG ED MS TEACHER SCIENCE	Northeast
19	REG ED MS TEACHER MATH	Northeast
20	REG ED MS TEACHER MATH	Northeast
21	REG ED MS TEACHER FOREIGN LANGUAGE	Northeast
22	SPECIAL ED TEACH-GP	Pope
23	SPECIAL ED TEACH-GP	West Bemis

# Jackson-Madison County Board of Education

Monitoring: <b>Review: Annually, in November</b>	Descriptor Term: <b>Field Trips/Excursions/Competitions</b>	Descriptor Code: <b>4.302</b>	Issued Date: <b>03/14/19</b>
		Rescinds: <b>4.302</b>	Issued: <b>07/24/08</b>

1 The Board encourages field trips and excursions when the experiences are an integral part of the school  
2 curriculum and contribute to the Board's desired educational goals.

3 The Director of Schools shall develop forms and procedures for submitting, reviewing, and approving  
4 requests for field trips. Any request for a field trip, excursion, or competition that requires students to  
5 travel out of state or stay overnight requires prior Board approval.

6 Field trips designed to stimulate student interest and inquiry and to provide opportunities for social  
7 growth and development are considered appropriate extensions of the classroom.

8 To be educationally beneficial, a field trip requires thoughtful selection, careful advance preparation of  
9 the class, and opportunities for students to summarize the experience at the conclusion of the trip. To  
10 this end, teachers and principals will be expected to consider the following factors in selecting field trips:

- 11 1. Value of the activity to the particular class group or groups;
- 12 2. Relationship of the field trip activity to a particular aspect of classroom instruction;
- 13 3. Suitability of the activity and distance traveled in terms of the age level;
- 14 4. Mode and availability of transportation; and
- 15 5. Cost.

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#### Cross References

Extracurricular Activities 4.300  
Attendance 6.200

**Field Trip Request Form****General Info**

User	<b>WILLIAM JOHNSON</b>
Building	LIBERTY TECHNOLOGY HIGH
Job Title	VOCATIONAL TEACHER 12 MONTHS
Submitted	1/23/2020 9:31 am
Dates	3/29/2020 to 4/1/2020
Reference ID	D19721-A0-L85909686
Select your department	CTE

**Field Trip Information**

Destination (Include specific address)	FFA State Convention
Educational Objective of Trip:	Students will attend leadership events, general FFA Sessions, and state officer retiring addresses.

**Dates/Times/Location**

Date Students will Depart:	3/29/2020
Time Students will Depart:	9a
Date Students will Return:	4/1/2020
Time Students will Return:	6p

**Vehicle**

Students will travel by: (If you are traveling by bus, please upload and attach the bus request form.)	7 passenger rental van
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**Chaperones**

School Employee Chaperones:	Megan Aiosa, Dustin Johnson
Non-school Employee Chaperones:	N/A
Number of Students Attending:	12
Students needing Nurse/Medical or Special Ed Bus:	N/A
Total number of chaperones that will accompany the trip:	2

**Expense**

Personal expense for each student:	\$40
Parents have been notified they are not required to pay this fee:	YES
	<input checked="" type="checkbox"/> <b>NO</b>

**Supporting Documentation**

Please attach files here:	- Lesson_Plan_FFA_Con..docx (13k)
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**Finish**

**Administrator's Section**

Approval Summary

Administrator	Approval Type	Status	Date
BARNETT, JAMES	PRIOR	APPROVED	1/23/2020 11:30 am
KIRKBRIDE, RYAN	PRIOR	APPROVED	1/24/2020 9:20 am
WILSON, ANNETTE	PRIOR	APPROVED	1/30/2020 10:07 am
WASHINGTON, THOMAS	PRIOR	APPROVED	1/30/2020 12:31 pm
CHANDLER, WILLARD	PRIOR	APPROVED	1/31/2020 5:16 am
BARNETT, JAMES	FINAL		

**From ANNETTE WILSON to WILLIAM JOHNSON**

Please send a list of the names of the students that will be attending to the school nurse for review.

Expenses

Description	Requested	Approved	Final
Transportation	\$0.00	-----	-----
Mileage	\$0.00	-----	-----
Meals	\$0.00	-----	-----
Lodging	\$0.00	-----	-----
Other Expense 1	\$0.00	-----	-----
Totals	\$0.00	\$0.00	

**Field Trip Request Form**

**General Info**

User: **NATHANIEL LEWIS**  
 Building: **CENTRAL OFFICE**  
 Job Title: **PRINCIPAL-EARLY COLLEGE HIGH**  
 Submitted: **1/23/2020 12:49 pm**  
 Dates: **4/7/2020 to 4/9/2020**  
 Reference ID: **D19721-A0-L85921759**  
 Select your department: **ACADEMICS**

**Field Trip Information**

Destination (Include specific address): **Gaylord Opryland Hotel**  
 Educational Objective of Trip: **Students will compete in and learn about health occupations.**

**Dates/Times/Location**

Date Students will Depart: **4/7/2020**  
 Time Students will Depart: **8:00 am**  
 Date Students will Return: **4/9/2020**  
 Time Students will Return: **4:00 pm**

**Vehicle**

Students will travel by: (If you are traveling by bus, please upload and attach the bus request form.) **JCM-ECH school van and district van**

**Chaperones**

School Employee Chaperones: **Shelley Billings Linda Thomason**  
 Non-school Employee Chaperones:  
 Number of Students Attending: **20**  
 Students needing Nurse/Medical or Special Ed Bus:  
 Total number of chaperones that will accompany the trip: **2**

**Expense**

Personal expense for each student: **\$50**  
 Parents have been notified they are not required to pay this fee: **YES**  
 **NO**

**Supporting Documentation**

Please attach files here:

**Finish**

**Administrator's Section**

Approval Summary

Administrator	Approval Type	Status	Date
SCOTT, RACHEL	PRIOR	APPROVED	1/23/2020 8:32 pm
LEWIS, NATHANIEL	PRIOR	APPROVED	1/24/2020 12:50 pm
KIRKBRIDE, RYAN	PRIOR	APPROVED	1/26/2020 4:18 pm
WILSON, ANNETTE	PRIOR	APPROVED	1/30/2020 10:08 am
WASHINGTON, THOMAS	PRIOR	APPROVED	1/30/2020 12:31 pm
CHANDLER, WILLARD	PRIOR	APPROVED	1/31/2020 5:16 am
SCOTT, RACHEL	FINAL		
LEWIS, NATHANIEL	FINAL		

**From RYAN KIRKBRIDE to NATHANIEL LEWIS**

Check with Dr. Myracle.

**From ANNETTE WILSON to NATHANIEL LEWIS**

Please send a list to the school nurse with the names of the students that will be attending.

Expenses

Description	Requested	Approved	Final
Transportation	\$0.00	-----	-----
Mileage	\$0.00	-----	-----
Meals	\$0.00	-----	-----
Lodging	\$0.00	-----	-----
Other Expense 1	\$0.00	-----	-----
Totals	\$0.00	\$0.00	

**Field Trip Request Form****General Info**

User **MARYANN MCCLENDON**  
 Building **COMMUNITY MONTESSORI**  
 Job Title **REG ED K-5 FINE ARTS TEACHER**  
 Submitted **1/7/2020 2:57 pm**  
 Dates **4/17/2020 to 4/18/2020**  
 Reference ID **D19721-A0-L85411687**  
 Select your department **ACADEMICS**

**Field Trip Information**

Destination (Include specific address) **TN Treble Honor Choir rehearsals and performance, Opryland Hotel, Nashville, TN**  
 Educational Objective of Trip: **10 of my students made the TN state honor choir for elementary students and will be rehearsing and performing in April in Nashville. I am required to go with them as their music director. They will have the opportunity to sing with the top singers their age from across the whole state under the direction of a professional conductor.**

**Dates/Times/Location**

Date Students will Depart: **4/17/2020**  
 Time Students will Depart: **8:00**  
 Date Students will Return: **4/18/2020**  
 Time Students will Return: **7pm**

**Vehicle**

Students will travel by: (If you are traveling by bus, please upload and attach the bus request form.) **Parents will take them.**

**Chaperones**

School Employee Chaperones: **MaryAnn McClendon**  
 Non-school Employee Chaperones: **Each student will have a parent accompany him or her.**  
 Number of Students Attending: **10**  
 Students needing Nurse/Medical or Special Ed Bus: **none**  
 Total number of chaperones that will accompany the trip: **10**

**Expense**

Personal expense for each student: **\$60**  
 Parents have been notified they are not required to pay this fee:  **YES**  
 **NO**

**Supporting Documentation**

Please attach files here: **Treble Honor Choir Lesson Plan - TTHC\_Lesson\_Plan.doc (37k)**

**Finish**

**Administrator's Section**

Approval Summary

Administrator	Approval Type	Status	Date
HARRIS, MELINDA	PRIOR	APPROVED	1/8/2020 3:06 pm
KIRKBRIDE, RYAN	PRIOR	APPROVED	1/9/2020 1:24 pm
WILSON, ANNETTE	PRIOR	APPROVED	1/10/2020 9:37 am
WASHINGTON, THOMAS	PRIOR	APPROVED	1/10/2020 10:41 am
CHANDLER, WILLARD	PRIOR	APPROVED	1/13/2020 12:51 pm
HARRIS, MELINDA	FINAL		

**Log Details**

Type	Date	Description
Form Resubmitted	1/7/2020 2:57 pm	This form was revised on 1/7/2020 by M MCLENDON. View Original Form

**Expenses**

Description	Requested	Approved	Final
Transportation	\$0.00	-----	-----
Mileage	\$0.00	-----	-----
Meals	\$0.00	-----	-----
Lodging	\$0.00	-----	-----
Other Expense 1	\$0.00	-----	-----
<b>Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	

**Field Trip Request Form****General Info**

User	<b>KRISTY WHITE</b>
Building	MADISON ACADEMIC HIGH
Job Title	REG ED HS TEACHER ELECTIVE
Submitted	1/10/2020 12:58 pm
Dates	4/15/2020 to 4/18/2020
Reference ID	D19721-A0-L85513839
Select your department	ACADEMICS

**Field Trip Information**

Destination (Include specific address)	Gaylord Opryland Hotel and Convention Center - Nashville, TN
Educational Objective of Trip:	The objective of this trip is for students to participate and perform in the All State Band.

**Dates/Times/Location**

Date Students will Depart:	4/15/2020
Time Students will Depart:	Students will depart Madison at 8:00 am
Date Students will Return:	4/18/2020
Time Students will Return:	Students will return to Jackson after the All State concerts on Saturday

**Vehicle**

Students will travel by: (If you are traveling by bus, please upload and attach the bus request form.)	school system vehicle or their parents vehicle
--------------------------------------------------------------------------------------------------------	------------------------------------------------

**Chaperones**

School Employee Chaperones:	Kristy White - Madison Band Director
Non-school Employee Chaperones:	1 - to be determined by All State participants.
Number of Students Attending:	2
Students needing Nurse/Medical or Special Ed Bus:	0
Total number of chaperones that will accompany the trip:	2

**Expense**

Personal expense for each student:	money for meals
Parents have been notified they are not required to pay this fee:	<input checked="" type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b>

**Supporting Documentation**

Please attach files here:

**Finish**

**Administrator's Section**

Approval Summary

Administrator	Approval Type	Status	Date
GUTHRIE, CHADWICK	PRIOR	APPROVED	1/13/2020 7:50 am
KIRKBRIDE, RYAN	PRIOR	APPROVED	1/13/2020 12:15 pm
WILSON, ANNETTE	PRIOR	APPROVED	1/14/2020 9:47 am
WASHINGTON, THOMAS	PRIOR	APPROVED	1/15/2020 10:11 am
CHANDLER, WILLARD	PRIOR	APPROVED	1/16/2020 8:05 am
GUTHRIE, CHADWICK	FINAL		

**From ANNETTE WILSON to KRISTY WHITE**

lease send a list of the students that will be attending to the school nurse for review.

Expenses

Description	Requested	Approved	Final
Transportation	\$0.00	-----	-----
Mileage	\$0.00	-----	-----
Meals	\$0.00	-----	-----
Lodging	\$0.00	-----	-----
Other Expense 1	\$0.00	-----	-----
<b>Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	

**Field Trip Request Form**

## General Info

User **JARED NOBLES**  
 Building **NORTH SIDE HIGH**  
 Job Title **REG ED HS TEACHER ELECTIVE**  
 Submitted **1/27/2020 11:39 am**  
 Dates **4/15/2020 to 4/18/2020**  
 Reference ID **D19721-A0-L85990166**  
 Select your department **ACADEMICS**

**Field Trip Information**

Destination (Include specific address) **Opryland Hotel; 2800 Opryland Dr. Nashville, TN 37214**  
 Educational Objective of Trip: **Students selected by competitive audition will perform with the 2020 TMEA All-State Band.**

**Dates/Times/Location**

Date Students will Depart: **4/15/2020**  
 Time Students will Depart: **07:30am**  
 Date Students will Return: **4/18/2020**  
 Time Students will Return: **06:00pm**

## Vehicle

Students will travel by: (If you are traveling by bus, please upload and attach the bus request form.) **School Van**

## Chaperones

School Employee Chaperones: **Jared Nobles Ebonee Woodland**  
 Non-school Employee Chaperones:  
 Number of Students Attending: **1**  
 Students needing Nurse/Medical or Special Ed Bus:  
 Total number of chaperones that will accompany the trip: **2**

## Expense

Personal expense for each student: **Share of Hotel Room + food (est. \$150-200)**  
 Parents have been notified they are not required to pay this fee:  **YES**  
 **NO**

## Supporting Documentation

Please attach files here:

**Finish**

**Administrator's Section**

Approval Summary

Administrator	Approval Type	Status	Date
BRIDGEMAN, JASON	PRIOR	APPROVED	1/28/2020 9:58 am
KIRKBRIDE, RYAN	PRIOR	APPROVED	1/28/2020 3:53 pm
WILSON, ANNETTE	PRIOR	APPROVED	1/30/2020 10:09 am
WASHINGTON, THOMAS	PRIOR	APPROVED	1/30/2020 12:31 pm
CHANDLER, WILLARD	PRIOR	APPROVED	1/31/2020 5:16 am
BRIDGEMAN, JASON	FINAL		

**From ANNETTE WILSON to JARED NOBLES**

Please send the name(s) of the students that will be attending this trip to the school nurse for review.

Expenses

Description	Requested	Approved	Final
Transportation	\$0.00	-----	-----
Mileage	\$0.00	-----	-----
Meals	\$0.00	-----	-----
Lodging	\$0.00	-----	-----
Other Expense 1	\$0.00	-----	-----
Totals	\$0.00	\$0.00	

**Field Trip Request Form****General Info**

User **NATHANIEL LEWIS**  
 Building **CENTRAL OFFICE**  
 Job Title **PRINCIPAL-EARLY COLLEGE HIGH**  
 Submitted **1/28/2020 4:44 pm**  
 Dates **4/15/2020 to 4/18/2020**  
 Reference ID **D19721-A0-L86053270**  
 Select your department **ACADEMICS**

**Field Trip Information**

Destination (Include specific address) **Nashville, TN Gaylord Opryland Hotel**  
 Educational Objective of Trip: **The Yearbook Club/Journalism Class received a grant for two students and a sponsor to attend the Spring National High School Journalism Convention to learn more about developing a yearbook, maintaining school social media accounts, etc.**

**Dates/Times/Location**

Date Students will Depart: **4/15/2020**  
 Time Students will Depart: **4:00 pm**  
 Date Students will Return: **4/18/2020**  
 Time Students will Return: **1:00 pm**

**Vehicle**

Students will travel by: (If you are traveling by bus, please upload and attach the bus request form.) **school van**

**Chaperones**

School Employee Chaperones: **Shannon Davis**  
 Non-school Employee Chaperones:  
 Number of Students Attending: **2**  
 Students needing Nurse/Medical or Special Ed Bus: **Aniya McCurrie and Hollan Parker**  
 Total number of chaperones that will accompany the trip: **1**

**Expense**

Personal expense for each student: **\$40**  
 Parents have been notified they are not required to pay this fee: **YES**  
 **NO**

**Supporting Documentation**

Please attach files here:

**Finish**

**Administrator's Section**

Approval Summary

Administrator	Approval Type	Status	Date
SCOTT, RACHEL	PRIOR	APPROVED	1/29/2020 9:23 am
LEWIS, NATHANIEL	PRIOR	APPROVED	1/28/2020 4:46 pm
KIRKBRIDE, RYAN	PRIOR	APPROVED	1/30/2020 8:51 am
WILSON, ANNETTE	PRIOR	APPROVED	1/30/2020 10:11 am
WASHINGTON, THOMAS	PRIOR	APPROVED	1/30/2020 12:30 pm
CHANDLER, WILLARD	PRIOR	APPROVED	1/31/2020 5:17 am
SCOTT, RACHEL	FINAL		
LEWIS, NATHANIEL	FINAL		

**From RACHEL SCOTT to NATHANIEL LEWIS**

Nathan, for future events please have the primary chaperone complete this form so it will show on their profile. Thanks!

**From ANNETTE WILSON to NATHANIEL LEWIS**

Please send the name of the student attending to the school nurse for review.

Expenses

Description	Requested	Approved	Final
Transportation	\$0.00	-----	-----
Mileage	\$0.00	-----	-----
Meals	\$0.00	-----	-----
Lodging	\$0.00	-----	-----
Other Expense 1	\$0.00	-----	-----
Totals	\$0.00	\$0.00	

**Field Trip Request Form****General Info**

User	<b>SHEILA CASTLEMAN</b>
Building	SOUTH SIDE HIGH
Job Title	VOCATIONAL TEACHER
Submitted	2/5/2020 9:33 am
Dates	4/7/2020 to 4/9/2020
Reference ID	D19721-A0-L86230967
Select your department	CTE

**Field Trip Information**

Destination (Include specific address)	Opryland Hotel / Convention Center
Educational Objective of Trip:	Hosa State Leadership Conference

**Dates/Times/Location**

Date Students will Depart:	4/7/2020
Time Students will Depart:	8 am
Date Students will Return:	4/9/2020
Time Students will Return:	3 pm

**Vehicle**

Students will travel by: (If you are traveling by bus, please upload and attach the bus request form.)	Van
--------------------------------------------------------------------------------------------------------	-----

**Chaperones**

School Employee Chaperones:	Sheila Castleman
Non-school Employee	N/A
Chaperones:	
Number of Students Attending:	3
Students needing	0
Nurse/Medical or Special Ed	
Bus:	
Total number of chaperones that will accompany the trip:	1

**Expense**

Personal expense for each student:	\$85 registration fee and meal cost
Parents have been notified they are not required to pay this fee:	<input checked="" type="checkbox"/> YES NO

**Supporting Documentation**

Please attach files here:	Hosa.fieldtrip.lessonplan - fieldtripLesson_Plan.hosa.state.20.docx (12k)
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**Finish**

**Administrator's Section**

Approval Summary

Administrator	Approval Type	Status	Date
TUCKER, ANITA	PRIOR	APPROVED	2/6/2020 7:26 am
KIRKBRIDE, RYAN	PRIOR	PENDING	
WILSON, ANNETTE	PRIOR		
WASHINGTON, THOMAS	PRIOR		
CHANDLER, WILLARD	PRIOR		
TUCKER, ANITA	FINAL		

Expenses

Description	Requested	Approved	Final
Transportation	\$0.00	-----	-----
Mileage	\$0.00	-----	-----
Meals	\$0.00	-----	-----
Lodging	\$0.00	-----	-----
Other Expense 1	\$0.00	-----	-----
Totals	\$0.00		

**Field Trip Request Form**

## General Info

User	<b>JOEL MANERS</b>
Building	LIBERTY TECHNOLOGY HIGH
Job Title	VOCATIONAL TEACHER
Submitted	2/6/2020 9:10 am
Dates	3/5/2020 to 3/7/2020
Reference ID	D19721-A0-L86208315
Select your department	CTE

**Field Trip Information**

Destination (Include specific address)	DECA State Career Development Conference - Chattanooga Convention Center 1150 Carter St, Chattanooga, TN 37402
Educational Objective of Trip:	Marketing education an competition.

**Dates/Times/Location**

Date Students will Depart:	3/5/2020
Time Students will Depart:	8:00AM
Date Students will Return:	3/7/2020
Time Students will Return:	12:00PM

## Vehicle

Students will travel by: (If you are traveling by bus, please upload and attach the bus request form.)	Rented Minivan
--------------------------------------------------------------------------------------------------------	----------------

## Chaperones

School Employee Chaperones:	Joel Maners Carolyn Brown
Non-school Employee Chaperones:	Kelli Bonifer
Number of Students Attending:	4
Students needing Nurse/Medical or Special Ed Bus:	None
Total number of chaperones that will accompany the trip:	3

## Expense

Personal expense for each student:	\$50
Parents have been notified they are not required to pay this fee:	<input checked="" type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b>

## Supporting Documentation

Please attach files here:	DECA SCDC Lesson Plan - DECA_Competition_Lesson_Plan.pdf (54k)
---------------------------	----------------------------------------------------------------

**Finish**

**Administrator's Section**

Approval Summary

Administrator	Approval Type	Status	Date
BARNETT, JAMES	PRIOR	APPROVED	2/6/2020 1:43 pm
KIRKBRIDE, RYAN	PRIOR	PENDING	
WILSON, ANNETTE	PRIOR		
WASHINGTON, THOMAS	PRIOR		
CHANDLER, WILLARD	PRIOR		
BARNETT, JAMES	FINAL		

Log Details

Type	Date	Description
Form Resubmitted	2/4/2020 1:05 pm	This form was revised on 2/4/2020 by J MANERS. View Original Form

Expenses

Description	Requested	Approved	Final
Transportation	\$0.00	-----	-----
Mileage	\$0.00	-----	-----
Meals	\$0.00	-----	-----
Lodging	\$0.00	-----	-----
Other Expense 1	\$0.00	-----	-----
Totals	\$0.00		

<b>Field Trip Request Form</b>	
<b>General Info</b>	
User	<b>MICHELLE DUNLAP</b>
Building	NORTH SIDE HIGH
Job Title	REG ED HS TEACHER FOREIGN LANG
Submitted	2/5/2020 10:43 pm
Dates	6/14/2020 to 6/18/2020
Reference ID	D19721-A0-L86257807
Select your department	ACADEMICS
<b>Field Trip Information</b>	
Destination (Include specific address)	National Beta Convention: Forth Worth Convention Center Arena- 1201 Houston St Forth Worth, TX
Educational Objective of Trip:	See Rationale for National Beta Convention.
<b>Dates/Times/Location</b>	
Date Students will Depart:	6/14/2020
Time Students will Depart:	6:00 a.m.
Date Students will Return:	6/18/2020
Time Students will Return:	8:00 p.m.
<b>Vehicle</b>	
Students will travel by: (If you are traveling by bus, please upload and attach the bus request form.)	District Vehicles (Already Requisitioned)
<b>Chaperones</b>	
School Employee Chaperones:	Michelle Dunlap Julie Zbozien
Non-school Employee Chaperones:	Tracy Barnard- Parent Leslie Haynes- Parent
Number of Students Attending:	6
Students needing Nurse/Medical or Special Ed Bus:	None
Total number of chaperones that will accompany the trip:	4
<b>Expense</b>	
Personal expense for each student:	\$0.00
Parents have been notified they are not required to pay this fee:	<input checked="" type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b>
<b>Supporting Documentation</b>	
Please attach files here:	Lesson Plan- National Beta Convention - NatlBeta_Convention_Lesson_Plan.docx (15k) Rationale for National Beta Convention - Rationale_for_NatlBeta_Convention.docx (12k)

**Finish**

**Administrator's Section**

Approval Summary

Administrator	Approval Type	Status	Date
BRIDGEMAN, JASON	PRIOR	APPROVED	2/6/2020 1:44 pm
KIRKBRIDE, RYAN	PRIOR	PENDING	
WILSON, ANNETTE	PRIOR		
WASHINGTON, THOMAS	PRIOR		
CHANDLER, WILLARD	PRIOR		
BRIDGEMAN, JASON	FINAL		

Expenses

Description	Requested	Approved	Final
Transportation	\$0.00	-----	-----
Mileage	\$0.00	-----	-----
Meals	\$0.00	-----	-----
Lodging	\$0.00	-----	-----
Other Expense 1	\$0.00	-----	-----
Totals	\$0.00		

Date Requested	Requisition #	PO#	Vendor	OBJECT	PO Amount
					<b>\$ 208,307.00</b>
7/8/2019	20000556	2000397	Rainey/Kizer	533100	175000.00
7/8/2019	20000349	2000220	Park Vista-Gatlinburg	552400	300.00
7/15/2019	20001017	2000884	TSBA BOEconnect	547100	2000.00
7/9/2019	20000725	2000574	Leadership Registrtation	552400	4000.00
7/9/2019	20000726	2000575	Leadership Gaylord	552400	5000.00
7/9/2019	20001192	2001064	TSBA Fall District	552400	660.00
			refund Kevin	60.00	
7/15/2019	20001016	2000883	TSBA Membership	532000	8347.00
7/9/2019	20000775	2000709	Sam's	549900	1000.00
7/17/2019	20001119	2000989	Wal-mart	549900	200.00
7/18/2019	20001193	2001065	TSBA Board Chairman	552400	375.00
7/19/2019	20001190	2001063	TSBA/TETA Conference	552400	625.00
7/30/2019	20001495	2001354	Lexis Nexis Books	549900	450.00
8/13/2019	20002225	2001996	Heavenly Ham	549900	250.00
9/12/2019	20003214	2002911	Kent Freeman	549900	200.00
9/23/2019	20003600	2003280	Hobby Lobby	549900	150.00
8/7/2019	20002001	2001790	Liberty Culinary	549900	150.00
10/18/2019	20004508	2004108	NSBA registration	552400	3500.00
11/8/2019	20005252	2004780	NSBA Hyatt hotel	552400	4000.00
			NSBA flight		
10/28/2019	20004779	2004332	Panera Bread	549900	100.00
10/28/2019	20004778	2004330	Chick-fil-A	549900	100.00
10/29/2019	20004771	2004374	Tacos 4 Life	549900	300.00
12/8/2019	20005993	2005543	Heavenly Ham	549900	200.00
12/4/2019	20005951	2005430	The Blacksmith	549900	250.00
1/28/2020	20007438	2006820	Board of Dist Plaque	549900	125.00
1/28/2020	20007439	2006821	Board Secretary Conf	552400	125.00
1/30/2020	20007570	2006935	Old Country Bd of Dist	549900	100.00
2/3/2020	20007654	2007000	Legs/Legal registration	552400	300.00
2/3/2020	20007656	2007125	Double Tree Legs/Legal	552400	500.00

					\$ 208,307.00
					PO Amount

Vendor	PO #	INVOICE #	OBJECT	Submitted for +A1:I183FINANCE Paymer		
				Date Paid	BATCH	AMOUNT
						\$ 140,214.57
Rainey/Kizer	2000397		533100			
		July retainer			2030	4,500.00
		August retainer			2236	4,500.00
		Madison/East Jackson			2340	3,822.50
		General Files			2340	19,376.35
		Deloach/Johnson			2340	314.25
		September Retainer			2526	4,500.00
		October Retainer			2732	4,500.00
		November Retainer			3033	4,500.00
		December Retainer			3223	4,500.00
		January Retainer				
		February Retainer				
		March Retainer				
		April Retainer				
		May Retainer				
		June Retainer				
		General Files			2789	19,987.90
		Hilton			2789	76.00
		Public Private			2789	8,610.15
		Deloach/Johnson			2789	9,905.85
		Collaborative Conferen			3231	4,516.30
		Public Private			3231	20,029.90
		Civil Rights			3231	494.00
		Deloach/Johnson			3231	4,969.43
		General Files			3231	99.75
Rainey/Kizer	1911543	B. Ross	533100		2453	139.20
Park Vista - Gatlinburg	2000220	did not attend	552400			
TSBA BOEconnect	2000884		547100			

TSBA Leadership registration	2000574		552400		PCARD	3,475.00
Gaylord Leadership	2000575		552400		PCARD	4,815.72
TSBA membership	2000883.00		53200			
		31141			2092	8,347.00
Sam's	2000709		549900			
		8/16/2019			PCARD	135.13
		10/22/2019			PCARD	144.29
		12/3/2019			PCARD	257.48
Wal-mart	2000989		549900			
		7/18/2019			PCARD	13.48
		8/16/2019			PCARD	54.28
		11/1/2019			PCARD	58.01
		11/11/2019			PCARD	16.17
		12/9/2019				19.07
Lexis Nexis Books	2001354		549900			
		10/29/2019			2982	452.61
Heavenly Ham	2001996		549900			
		8/15/2019			PCARD	172.30
Liberty Tech Culinary	2001790	103921	549900		2526	150.00
TSBA/TETA Conference	2001063	31900	549900		2322	375.00
TSBA Fall District	2001064		552400			660.00
		31922			2322	660.00
		refund for Kevin 60.00				
TSBA Board Chairman	2001065		552400			
		31903 Janice			2322	125.00
		32180 James			2688	125.00
		James reimbursement			2789	124.08
Kent Freeman	2002911		549900			
		T. Person funeral			PCARD	15.75
Hobby Lobby	2003280		549900			

		9/24/2019			<b>PCARD</b>	<b>49.01</b>
<b>Chick fil-A</b>	2004330		549900			
		11/2/2019			<b>PCARD</b>	<b>72.90</b>
<b>Panera</b>	2004332		549900			
		11/4/2019			<b>PCARD</b>	<b>59.98</b>
<b>Tacos 4 Life</b>	2004374		549900			
		11/2/2019			<b>PCARD</b>	<b>239.75</b>
<b>Heavenly Ham</b>	2005543		549900			
		12/9/2019			<b>PCARD</b>	<b>91.45</b>
<b>The Blacksmith</b>	200543	12/4/2019	549900			
		12/5/2019 Board & TSBA			<b>PCARD</b>	<b>164.53</b>
<b>NSBA Conference Chicgao</b>	2004780	Hotel-Hyatt Regency	552400			
<b>NSBA Registration</b>	2004108		552400			
<b>NSBA airlflight</b>						
<b>Board of Distinction plaque</b>	2006820		549900			
<b>Old Country Bd of Distinction</b>	2006935		549900			
<b>Board Secretary Workshop</b>	2006821		552400			
<b>Legis/Legal Conference</b>	2007000		552400			
		Janice registration				
		Janice travel				
<b>Legis/ Legal Double tree</b>	2007125		552400			

		\$ 140,214.57
Date Paid	BATCH	Amount Paid



# LEGAL FEES

<b>G2310000/533100</b>	
<b>Budget Amount</b>	<b>225,000.00</b>

<b>REMAINING BALANCES</b>			<b>\$50,000.00</b>	<b>\$105,797.62</b>
<b>Date</b>	<b>P.O. #</b>	<b>Vendor/ Name</b>	<b>P.O. Amount</b>	<b>Invoice Amt</b>
3/12/2019	1908894	Brenda McCommon	\$ 3,000.00	
4/48/2019		B. Ross		\$ 550.00
5/9/2019		B. Ross		\$ 1,878.00
3/22/2019	1909256	Arlington Community Board of Ed	\$ 10,000.00	
6/17/2019		B. Ross		\$ 8,150.60
5/17/2019	1911139	Brenda McCommon B. Ross	\$ 1,500.00	
6/4/2019	1911543	Chuck Cagel-B. Ross	\$ 10,000.00	
7/16/2019		B. Ross		\$ 2,475.00
8/23/2019		B. Ross		\$139.74
3/22/2019	1909262	Brenda McCommon L. Conner	\$ 3,000.00	
3/22/2019	1909253	Dewsner & Kennedy	\$ 10,000.00	
5/10/209		L. Conner		\$ 805.00
7/9/2018	1900547	Rainey/Kizer PO carried over to FY20		
		Madison Academic and East Jackson	\$1,045.00	
		Taylor Passmore Lane property	\$ 762.85	
		B. Ross	\$ 635.70	
		A. Taylor	\$ 513.00	
		H. Hilton	\$ 266.00	
7/8/2019	2000397	Rainey/Kizer	\$ 175,000.00	
7/1/2019		Retainer for July		\$ 4,500.00
7/29/2019		Retainer for August		\$ 4,500.00
		Retainer for September		\$ 4,500.00
		Retainer for October		\$ 4,500.00
		Retainer for November		\$ 4,500.00
		Retainer for December		\$ 4,500.00
		Retainer for January		
		Retainer for February		
		Retainer for March		
		Retainer for April		
		Retainer for May		
		Retainer for June		
8/13/2019		Madison Academic and East Jackson		\$3,822.50
		General Files		\$19,376.35
		Deloach and Johnson		\$314.25
10/4/2019		General Files		\$19,987.90
		Hilton		\$76.00

		Public Private		\$8,610.15
		DeLoach and Johnson		\$9,905.85
12/3/2019		Collaborative Conferencing		\$4,516.30
		Public Private		\$20,029.90
		Civil Rights		\$494.00
		DeLoach and Johnson		\$4,969.43
		General Files		\$99.75
<b>TOTAL</b>			<b>\$175,000.00</b>	<b>\$119,202.38</b>



# MISC, ITEMS FOR BOARD/SUPPLIES

<b>G2310000/549900</b>	
<b>Budget Amount</b>	<b>4,000.00</b>

<b>REMAINING BALANCES</b>			<b>\$650.00</b>	<b>\$1,903.65</b>
<b>Date</b>	<b>P.O. #</b>	<b>Vendor/ Name</b>	<b>P.O. Amount</b>	<b>Invoice Amt</b>
7/11/2019	2000709	SAM'S	\$ 1,000.00	
		8/16/2019		\$ 135.13
		10/22/2019		\$ 144.29
		12/3/2019		\$ 257.48
7/30/2019	2001354	Lexis Nexis Books	\$ 450.00	
		Purchase Order Change Order		
		invoice 14146827 = \$2.61		\$ 452.61
8/13/2019	2001996	Heavenly Ham	\$ 250.00	
		8/15/2019		\$ 172.30
12/8/2019	2005543	Heavenly Ham Board & Stud Adv	\$ 200.00	
		12/9/2019		\$ 91.45
8/22/2019	2001790	Reconciliation Dinner	\$ 150.00	
		Liberty Culinary Arts		\$ 150.00
9/12/2019	2002911	Kent Freeman	\$ 200.00	
		Averitt Family (TE at Pope) paid		\$ -
		Collier (Student at Lincoln) paid		\$ -
		T. Person (café worker)		\$ 15.75
		L. Braswell Dad		
9/23/2019	2003280	Hobby Lobby	\$ 150.00	
	9/24/2019	Powell and Stitts Family (Isaac Lane)		\$ 49.01
	1/28/2020	have items on hand from Board		\$ 14.09
7/17/2019	2000989	Wal-Mart	\$ 200.00	
		11/1/2019		\$ 58.01
		12/9/2019		\$ 19.07
10/28/19	2004332	Panera Bread	\$ 100.00	
		11/4/2019		\$ 59.98
10/28/19	2004330	Chick-fil-A	\$ 100.00	
		11/2/2019		\$ 72.90
10/29/19	2004374	Tacos 4 Life	\$ 300.00	
		11/2/2019		\$ 239.75
12/4/19	2005430	The Blacksmith	\$ 250.00	

	12/8/2019		\$ 164.53
		<b>TOTAL</b>	<b>\$3,350.00</b>
			<b>\$2,096.35</b>





**Board Expenses**

<b>G2310000/552400</b>	
<b>Budget</b>	<b>27,000.00</b>

		<b>REMAINING BALANCES</b>	<b>\$16,040.00</b>	<b>\$16,198.06</b>
Date	P.O. #	Vendor/ Name	P.O. Amount	Invoice Amt
7/8/2019	2000220	Summer Law 2019 - Park Vista Hotel	\$ 300.00	
		Janice Hampton - Did not attend		\$ -
5/2/2019	1910622	Summer Law 2019 registration		
		Janice Hampton - Did not attend		
		paid 175.00 on FY19 REFUNDED 175.00		
		Summer Law = registration 175.00 REFUNDED		
#####	2001063	TSBA/TETA in Nashville	\$ 625.00	
		Kevin Alexander registration		\$ 125.00
		Kevin Alexander travel		\$ -
		James Johnson registration		\$ 125.00
		James Johnson travel		\$ 113.74
		Janice Hampton registration		\$ 125.00
		Janice Hampton travel		\$ -
		TSBA/TETA registration 375.00 + travel 113.74 = 488.74		
#####	2001064	Fall District in Decatur County	\$ 660.00	
		Kevin Alexander registration REFUND		\$ 60.00
		Kevin Alexander travel		\$ -
		Wayne Arnold registration		\$ 60.00
		Wayne Arnold travel		\$ 46.06
		Doris Black registration		\$ 60.00
		Doris Black travel		
		Jim Campbell registration	REFUNDED	\$ 60.00
		Jim Campbell travel		
		Janice Hampton registration		\$ 60.00
		Janice Hampton travel		
		James Johnson registration		\$ 60.00
		James Johnson travel		\$ 46.06
		AJ Massey registration		\$ 60.00
		AJ Massey travel		
		Morris Merriweather registration		\$ 60.00
		Morris Merriweather travel		\$ 46.06
		Shannon Stewart registration		\$ 60.00
		Shannon Stewart travel		
		Ray Washington registration		\$ 60.00
		Janith Stack registration		\$ 60.00
		Janith Stack travel		
		Fall District = registration 600.00 + travel 138.18 = 738.18		
7/19/19	2001065	Board Chairman Workshop	\$ 375.00	
		Janice Hampton registration	REFUNDED	\$ 125.00
		Janice Hampton travel		
		James Johnson registration		\$ 125.00
		James Johnson travel		\$ 124.08
		Board Chairman = registration 125.00 + travel 124.08 = 249.08		
7/9/19	2000574	2019 Leadership Conference	\$ 4,000.00	
		Doris Black registration		\$ 500.00
		Doris Black travel		\$ 261.10
		Jim Campbell registration		\$ 175.00
		Jim Campbell travel		\$ -
		Janice Hampton registration		\$ 575.00
		Janice Hampton travel		\$ 280.60
		James Johnson registration		\$ 575.00
		James Johnson travel		\$ 270.50
		AJ Massey registration		\$ 575.00
		AJ Massey travel		\$ 261.10
		Morris Merriweather registration		\$ 500.00
		Morris Merriweather travel		\$ 287.10
		Shannon Stewart registration		\$ 575.00
		Shannon Stewart travel		\$ 407.10
7/9/19	2000575	Gaylord	\$ 5,000.00	
		Doris Black Hotel		\$ 687.96
		Jim (did not need a hotel room)		
		Janice Hampton hotel		\$ 687.96
		James Johnson hotel		\$ 687.96
		AJ Massey hotel		\$ 687.96
		Morris Merriweather hotel		\$ 458.64
		Shannon Stewart hotel		\$ 687.96
		Leadership = registration 3,475.00, hotel 3,898.44, travel 1,767.50 total = 9,140.94		
			<b>TOTAL</b>	<b>\$10,960.00</b>
				<b>\$10,801.94</b>







## SCHOOL BOARD ANNUAL AGENDA 2019-2020

### JANUARY

1. APPROVAL OF TSBA DISTRICT POLICY MANUAL UPDATING SERVICE AGREEMENT (**RENEWAL YEAR**) This is a **3-year agreement, after the Board approves the agreement must send to Finance Department County director for approval**
2. SCOPE CONFERENCE (ALWAYS HELD IN MARCH)
3. REVIEW BOARD POLICIES – SECTION 2 FISCAL MANAGEMENT
4. APPROVAL OF HEARING OFFICERS – **DECEMBER was approved**
5. BOARD BUDGET PRIORITY **APPROVAL** (this is not an approval by the Board, a summary is provided by JMCSS Finance Department from Board Budget requested made by the Board)

### FEBRUARY

1. REVIEW BOARD POLICIES – SECTION 5 – PERSONNEL (THROUGH POLICY 5.310)
2. REGISTER FOR STUDENTS AND CHAPERONES FOR SCOPE

### MARCH

1. POLICY 4.401-TEXTBOOK EXAMINATION (CENTRAL OFFICE)
2. REVIEW BOARD POLICIES – SECTION 5 – PERSONNEL (BEGINNING WITH POLICY 5.400)
3. TSBA SCHOOL VOLUNTEER AWARD AND STUDENT RECOGNITION AWARD -**send to Principals**
4. SCOPE PRESENTATION OF CERTIFICATES AFTER CONFERENCE

### APRIL

1. APPROVAL OF SUMMER SCHOOL LOCATIONS, TUITION, DATES (CENTRAL OFFICE)
2. TEXTBOOK ADOPTION (CENTRAL OFFICE)
3. APPROVAL OF FEES FOR BEFORE AND AFTER SCHOOL DAY PROGRAMS (CENTRAL OFFICE)
4. REVIEW BOARD POLICIES – SECTION 6 (THROUGH POLICY 6.319)
5. TSBA SCHOOL VOLUNTEER AWARD AND STUDENT RECOGNITION AWARD APPROVAL BY BOARD – DEADLINE IS MAY 1<sup>ST</sup>

### MAY

1. APPROVAL OF AND AUTHORIZATION FOR THE SUPERINTENDENT TO HANDLE THE CONSOLIDATED FEDERAL APPLICATION FOR THE ELEMENTARY AND SECONDARY EDUCATION ACT (ESEA) AND THE INDIVIDUAL WITH DISABILITIES ACT (IDEA)-ACTION INCLUDES FILING NECESSARY BUDGET REVISIONS, ADDENDUMS OR TRANSFER REQUEST (TITLE 1 PROGRAM)
2. PRESENTATION OF CERTIFICATES TO STUDENT ADVISORY
3. REVIEW BOARD POLICIES – SECTION 6 – STUDENTS (BEGINNING WITH POLICY 6.400)
4. BUDGET APPROVAL
5. TEACHER OF YEAR LUNCHEON (NOTIFY BOARD MEMBERS IN ADVANCE)
6. TEACHER APPRECIATION WEEK (BOARD DELIVERY TO SCHOOLS)
7. HIGH SCHOOL GRADUATIONS (NOTIFY BOARD MEMBERS IN ADVANCE)
8. SUPERINTENDENT EVALUATION –SEND EVALUATION TO BOARD MEMBERS
9. TEACHERS GOING ON TENURE AND INFORMATION TO BE REVIEW BY BOARD

## **JUNE**

1. APPROVAL OF AND AUTHORIZATION FOR SUPERINTENDENT TO HANDLE CONSOLIDATED APPLICATION FOR NO CHILD LEFT BEHIND ACT
2. TSBA BOARD OF DIRECTORS APPLICATION
3. SUPERINTENDENT CONTRACT (YEARLY TO EXTENT CONTRACT AND DIFFERENT DURING AN ELECTION YEAR)
4. REPORT ON SUPERINTENDENTS'S EVALUATION

## **JULY (YEAR STARTS OVER)**

1. TSBA FALL DISTRICT MEETING (ALWAYS HELD IN SEPTEMBER)
2. TSBA AWARD FOR EXCELLENCE IN EDUCATION PROGRAM APPLICATION DUE
3. APPROVAL OF SCHOOL BOARD CONFERNECES, WORKSHOPS AND CONVENTIONS – POLICY 1.204

## **AUGUST**

1. TSBA LEADERSHIP CONFERNECE AND CONVENTION (ALWAYS HELD IN NOVEMBER)
2. TSBA LEVEL V – MASTER SCHOOL BOARD MEMBER APPLICATION DEADLINE
3. TSBA SCHOOL BOARD (JMCSS) OF THE YEAR
4. TSBA ALL TENN SCHOOL BOARD (INDIVIDUALS)
5. TSBA SCHOOL OF THE YEAR FOR EXCELLENCE
6. TSBA BOARD OF DIRECTORS OFFICER DEADLINE
7. DISTRICT BOARD ELECTIONS EVERY TWO YEARS
8. NEW SCHOOL BOARD ORIENTATION EVERY TWO YEARS
9. STUDENT ADVISORY COMMITTEE TO BE SELECTED

## **SEPTEMBER**

1. PUBLIC HEARING NOTICE ON FAMILY LIFE EDUCATION PROGRAM (STAFF)
2. APPROVAL OF EXTENDED CONTRACT PLAN (STAFF)
3. ELECTION OF SCHOOL BOARD OFFICES (Chairman, Vice-Chairman, Parliamentarian, TLN Representative)
4. COMMITTEE APPOINTMENTS –BOARD CHAIRMAN (Long Range, Insurance, Budget, Education Vision, Policy, Technology, Sick Leave Bank, Code of Ethics)
5. REVIEW BOARD POLICIES – SECTION 1 – SCHOOL BOARD OPERATIONS
6. NSBA ANNUAL CONFERENCE
7. ELECTION OF NEW SCHOOL BOARD MEMBERS EVERY TWO YEARS

## **OCTOBER**

1. TEXTBOOK COMPLIANCE – TCA 49-3-310 (4) (a) –**REMOVE FROM ANNUAL CALENDAR**
2. REVIEW BOARD POLICES – SECTION 3 – SUPPORT SERVICES

3. BOARD RETREAT
4. BOARD TO START SETTING UP DATES TO MEET WITH LEGISLATORS IN NOVEMBER OR DECEMBER
5. WINSTON TRUETT – FISCAL SERVICES

### **NOVEMBER**

1. REVIEW OF BOARD VISION AND MISSION
2. APPROVAL OF COMPLIANCE REPORT
3. APPROVAL OF TEXTBOOK ADOPTION (CTE DEPT) – YEARS WHEN TO APPROVE
4. REVIEW BOARD POLICIES – SECTION 4 – INSTRUCTIONAL SERVICES
5. REVISE STRATEGIC PLAN

### **DECEMBER**

APPROVAL OF SCHOOL CALENDAR (FROM CENTAL OFFICE)

# Tennessee Department of Education

# School Board Academy



## Catalog of Events

July 1, 2019 - June 30, 2020

*A collaborative effort between*

Tennessee School Boards Association  
Dr. Tammy Grissom, *Executive Director*

Tennessee Department of Education

# Table of Contents

	Page
<b>At a Glance: Organization of School Board Academy Modules</b>	2
<b>School Board Academies by Date</b>	3
<b>State Laws and Regulations</b>	4
<b>Attendance Requirements</b>	4-5
<b>How to Register</b>	5
<b>Stipend</b>	6
<b>Orientation Module</b>	7
<b>Basic Core Modules</b>	8-14
Board's Role in School Finance	9
Board/Superintendent Relations	10
School Law	11
Board Policy and Operations	12
Advocating the Board's Vision	13
<b>Elective Module</b>	14-15
A Deep Dive Into Boardmanship	15
<b>Online Modules</b>	16-18
eBoardmanship	17
Legal Issues Impacting School Boards	18
<b>Joint Academy Modules</b>	19-21
Teaming and the School Board:	20
Working Together to Improve Student Achievement	
Planning: A Joint Venture Part I and Part II	21
<b>Optional Credit Modules</b>	22-24
TSBA Summer Law Institute	23
TSBA/TETA Technology Safety Symposium	23
TSBA Board Chairman Workshop	23
TSBA Leadership Conference	24
TETA Administrator's Technology Academy	24
<b>Local Option Credit Information</b>	25
<b>New Board Member Registration Form</b>	26
<b>Experienced Board Member Registration Form</b>	27

# At a Glance: Organization of School Board Academy Modules

## *Basic Core Modules*

- Advocating the Board's Vision
- Board Policy and Operations
- Board/Superintendent Relations
- School Law
- Board's Role in School Finance

*It is strongly recommended that the core modules are taken first.*

## *Elective Module*

### **A Deep Dive Into Boardsmanship**

*This session is designed for seasoned board members who have completed Orientation and a majority of the core modules.*

## *Online Modules*

- eBoardsmanship
- Legal Issues Impacting School

*Online modules may be taken to fulfill state training requirements; however, it is strongly recommended that the basic core modules are taken first.*

## *Joint Academy Modules*

- **Teaming and the School Board: Working Together to Improve Student Achievement** (*one-day event*)
- **Planning: A Joint Venture Part I and Part II** (*one or two-day event*)

*Board members attend the joint academy modules as a team along with their superintendent. Joint Academy modules may be taken to fulfill state training requirements.*

## *Optional Credit Modules*

- TSBA Summer Law Institute
- TSBA/TETA Technology Safety Symposium
- TSBA Board Chairman Workshop
- TSBA Leadership Conference
- TETA Administrator's Technology Academy

*Optional credit modules may be taken to fulfill state requirements. Registration fees are associated with some Optional Credit Modules.*

# 2019-2020 School Board Academies By Date

2019		
Topic	Location	Date
TSBA Summer Law Institute	Gatlinburg	July 19-20 (Fri-Sat)
TSBA/TETA Technology Safety Symposium	TSBA	August 23 (Fri)
TSBA Board Chairman Workshop	TSBA	October 4 (Fri)
TSBA Leadership Conference	Nashville	November 14-15 (Thu-Fri)
2020		
New Board Member Orientation	TSBA	January 9-10 (Thu-Fri)
Board's Role in School Finance	TSBA	January 16 (Thu)
Administrator's Technology Academy	Henderson	January 21 (Tue)
Board's Role in School Finance	Johnson City	January 23 (Thu)
Board's Role in School Finance	Jackson	January 30 (Thu)
A Deep Dive into Boardsmanship Distance Learning Sites - McMinn County - Lauderdale County	TSBA	February 4 (Tue)
Administrator's Technology Academy	Knoxville	February 25 (Tue)
Board/Superintendent Relations	Knoxville	March 5 (Thu)
Administrator's Technology Academy	Murfreesboro	March 11 (Wed)
Board/Superintendent Relations	Jackson	March 12 (Thu)
Board/Superintendent Relations Distance Learning Sites - McMinn County - Lauderdale County	TSBA	March 26 (Thu)
School Law	Jackson	April 3 (Fri)
School Law	TSBA	April 13 (Mon)
School Law	Knoxville	April 21 (Tue)
Board Policy and Operations	Knoxville	May 5 (Tue)
Board Policy and Operations Distance Learning Sites - McMinn County - Lauderdale County	TSBA	May 8 (Fri)
Board Policy and Operations	Jackson	May 12 (Tue)
Advocating the Board's Vision	Johnson City	June 2 (Tue)
Advocating the Board's Vision	TSBA	June 5 (Fri)
Advocating the Board's Vision	Jackson	June 10 (Wed)
TSBA Summer Law Institute	Jackson	June 26 (Fri)
Other		
Planning: A Joint Venture	Scheduled by request with majority of board & superintendent in attendance Teaming and the School Board Scheduled by request with majority of board & superintendent in attendance	
Teaming and the School Board	Scheduled by request with majority of board & superintendent in attendance Teaming and the School Board Scheduled by request with majority of board & superintendent in attendance	
eBoardsmanship (online)	Individually scheduled by request	
Legal Issues Impacting School Boards (online)	Individually scheduled by request	

# State Laws and Regulations

## **Tenn. Code Ann. 49-2-202(a)(6)**

All board members shall be properly trained during their service on the board of education. The minimum requirements for this training shall be established by the state board of education and shall include an annual session for all board members.

## **STATE BOARD OF EDUCATION RULES AND REGULATIONS, 0520-1-2-.11**

- (1) Every member of a local board of education shall participate annually in seven hours of training provided by the School Board Academy. In addition, all newly-elected members of a local board of education shall attend a fourteen hour orientation during their first year in office.
- (2) The School Board Academy shall be administered by the State Department of Education.
- (3) The annual program of the School Board Academy will consist of modules approved by the State Board of Education. The Tennessee School Boards Association (TSBA) shall develop and conduct the majority of the approved modules.
- (4) A School Board Academy Advisory Committee shall be established by the State Board of Education. The Advisory Committee will be responsible for evaluating academy programs. The Advisory Committee will also be responsible for recommending an annual program plan for the academy prior to the beginning of each school year for approval by the State Board of Education. The Advisory Committee will include the Executive Director and the President of the Tennessee School Boards Association, a member of the State Board of Education, the President of the Tennessee Organization of School Superintendents, and the Commissioner of Education or his designee. It will also include others appointed by the State Board of Education for terms designated by the State Board of Education.

## Attendance Requirements

### **EXPERIENCED BOARD MEMBERS**

**Before January 1, 2019**

- Must complete one module before June 30, 2020.
- Must attend the entire module in order to receive credit.

### **NEW BOARD MEMBERS**

**After January 1, 2019**

- Must attend a two-day Orientation by June 30, 2020.
- Must attend one Module by June 30, 2020.
- It is recommended that board members complete the basic core modules first.
- Must attend the entire module in order to receive credit.

## EXCEPTIONS

Exceptions are granted only when extraordinary circumstances prevent a board member from attending a regularly scheduled School Board Academy. The request for an exception must be submitted to Grace Jones at the Tennessee Department of Education Division of Teachers and Leaders at [grace.jones@tn.gov](mailto:grace.jones@tn.gov) or mailed to the below address:

12th Floor Andrew Johnson Tower  
710 James Robertson Parkway  
Nashville, TN 37243

The request submitted by the superintendent or his/her designee must be accompanied by:

- A certified statement from a physician, if applicable.
- A record of action on the request for an exception by the local board of education at a public meeting.

# How to Register

## GENERAL INFORMATION

- A limited number of space is available for each School Board Academy.
- In-person sessions with fewer than ten registrants may be cancelled.
- Distance learning sites with fewer than five registrants may be cancelled.

## REGISTRATION PROCEDURES

- Review requirements for school board member attendance for the 2019-2020 training cycle.
- Examine the module descriptions you are considering.
- The basic content of the core modules does not change; therefore, board members should only take the core modules once.
- Select the module you wish to attend.
- Complete the applicable registration form found in this catalog or register online at [www.tsba.net](http://www.tsba.net), scroll over the tab "School Board Academies" or "TSBA Meetings", and click on the drop-down for the meeting you are interested in attending.
- Forward forms to:  
TSBA  
ATTN: Registrar  
525 Brick Church Park Drive  
Nashville, TN 37207  
Phone: 800-448-6465  
Fax: 615- 815-3911  
[registrar@tsba.net](mailto:registrar@tsba.net)

## INFORMATION ABOUT DATES, LOCATION AND DIRECTIONS

If you need to confirm the date and location of an Academy session or need directions, call the Tennessee School Boards Association at 615/815-3908. Information may also be obtained through the TSBA Website at [www.tsba.net](http://www.tsba.net).

# Stipend

## **New Board Members**

Orientation = \$150.00 Stipend (*attendance at both days is required to receive the \$150.00 stipend*)

One 7 hour Module = \$75.00 Stipend

## **Experienced Board Members**

One 7 hour Module = \$75.00 Stipend OR

Planning: A Joint Venture (one-day) = \$75.00 Stipend OR

Planning: A Joint Venture (two-day) = \$150.00 Stipend

While the state provides a stipend for attendance at School Board Academies, meals are not included. However, they do provide for morning and afternoon breaks.

# Orientation

## LOCATION/DATES

TSBA            January 9-10, 2020 (Thu-Fri)

### **Objective:**

To provide an overview of the roles, responsibilities and legal duties of school board members.

### **Special Consideration:**

Board members who assumed office after January 1, 2019, are required to attend the Orientation session before June 30, 2020.

### **Description:**

This session is designed to meet the needs of new board members. Through active participation in this session, you learn the do's and don'ts of effective boardsmanship.

Major topics covered during the session include:

- Education's Governance Structure
- Basics of Boardsmanship
- Finance
- Promotion of the School System
- Board Policies
- Planning
- School Law
- Board/Superintendent Relations
- Board/Staff Relations
- Board/Student Relations
- Hot Topics Facing School Boards

# Basic Core Modules

**Board's Role in School Finance  
Board/Superintendent Relations  
School Law  
Board Policy and Operations  
Advocating the Board's Vision**

*The basic content of the core modules does not change; therefore, board members should only take the core modules once.*

# Board's Role in School Finance

## LOCATIONS/DATES

TSBA	January 16, 2020 (Thu)
Johnson City	January 23, 2020 (Thu)
Jackson	January 30, 2020 (Thu)

### **Objective:**

To provide an overview of the board's role in developing the school system budget.

### **Description:**

In this session, board members will learn their role in the budget process and how it relates to the board's mission and vision for the school system.

Major topics covered during the session include:

- History of School Finance
- Overview of the BEP
- Local Revenue and Federal Funds
- Budget Process
- How to Read a Budget Document
- Factors Affecting a Budget
- Building Support for the Budget

# Board/Superintendent Relations

## LOCATIONS/DATES

Knoxville	March 5, 2020 (Thu)
Jackson	March 12, 2020 (Thu)
TSBA	March 26, 2020 (Thu)

### **Objective:**

To provide an overview of the roles and responsibilities of the school board and the superintendent.

### **Description:**

This session focuses on ways to select a superintendent, build the board/superintendent team, and evaluate the performance of the superintendent. During the course of the session, you will have the opportunity to look closely at both roles and learn more about interrelationships and independence – two essential elements for successful and productive relations. Participants will also review the elements of a superintendent contract.

Major topics covered during the session include:

- Job Descriptions of Board Members/Superintendents
- Roles and Expectations of Superintendent/Board
- Superintendent Selection
- Employment Contract
- Team Development
- Superintendent Performance Evaluations
- Code of Ethics

# School Law

## LOCATIONS/DATES

Jackson      April 3, 2020 (Fri)  
TSBA         April 13, 2020 (Mon)  
Knoxville    April 21, 2020 (Tue)

### **Objective:**

To determine the legalities that govern the school board.

### **Description:**

School board members must be familiar with the legal issues that affect policy. In this session, participants review the legal duties of the school board and the Tennessee Sunshine Law.

Major topics covered during the session include:

- Duties and Powers of the Board, Superintendent, and Local Legislative Body
- Open Meetings and Open Records
- Ethics
- Students' Rights
- Employee Rights

# Board Policy and Operations

## LOCATIONS/DATES

Knoxville	May 5, 2020 (Tue)
TSBA	May 8, 2020 (Fri)
Lauderdale County - <i>Distant Learning Site</i>	May 8, 2020 (Fri)
McMinn County - <i>Distant Learning Site</i>	May 8, 2020 (Fri)
Jackson	May 12, 2020 (Tue)

### **Objective:**

To provide an overview of the responsibilities of the board and superintendent in board operations and policy development, implementation, monitoring, and evaluation.

### **Description:**

This session focuses on the importance of school board policy and school board operations. Board Members will discuss policy development, parliamentary procedure, and board meeting procedures.

Major topics covered during the session include:

- Structure of Policy
- Policy Development
- Policy Review, Revision, and Oversight
- Administrative Procedures
- Board Operations
- Parliamentary Procedure
- The Board and Employees

# Advocating the Board's Vision

## LOCATIONS/DATES

Johnson City	June 2, 2020 (Tue)
TSBA	June 5, 2020 (Fri)
Jackson	June 10, 2020 (Wed)

### **Objective:**

To explore the board's role in creating a vision for excellence for all students and in building public support to achieve the vision.

### **Special Consideration:**

Board Members must bring a laptop, iPad, or tablet to this session, along with a copy of their board's strategic plan.

### **Description:**

In this session, participants engage in discussion to learn what vision is, how it is created and the critical components it must include. Board members discover how to build public support from all stakeholders for their school district vision, mission and goals. During this session, participants will see the connection between standards of excellence in all areas of the school operation and the vision that they set as a school board. They will also learn how to use data to assess needs, set goals and determine priorities for the school system.

Major topics covered during the session include:

- Exercising Board Leadership Through the Visioning Process
- Why Boards Need to Have a Vision
- What Vision Is-What Vision Does-What Kills Vision
- Role of the Board and Superintendent in the Vision and Planning Process
- Vision of Students Today
- Translating Vision into Action
- Using Data to Assess Needs and Setting Goals
- Building Stakeholder Support for the Vision
- Working with the Media
- Board's Role as a Creator of Public Opinion

# Elective Module

## **A Deep Dive Into Boardsmanship**

*Elective modules may be taken to fulfill state training requirements; however, it is strongly recommended that the basic core modules are taken first.*

# A Deep Dive Into Boardsmanship

## LOCATIONS/DATES

TSBA	February 4, 2020 (Tue)
Lauderdale County - <i>Distant Learning Site</i>	February 4, 2020 (Tue)
McMinn County - <i>Distant Learning Site</i>	February 4, 2020 (Tue)

### **Objective:**

To provide a deep dive for seasoned board members into the most important aspects of boardsmanship.

### **Special Consideration:**

This session is designed for seasoned board members who have completed Orientation and a majority of the core modules.

### **Description:**

This session will explore, in depth, answers to the many questions that have arisen since the new board member took office and first attended the Orientation module.

Major topics covered during the session include:

- The Evolution of Boardsmanship
- Promotion of the School System
- School Law
- Board/Superintendent Relations
- Board Relationships with Staff/Students
- Hot Topics Facing School boards

# Online Modules

## **eBoardsmanship Legal Issues Impacting School Boards**

*Online modules may be taken to fulfill state training requirements; however, it is strongly recommended that the basic core modules are taken first.*

# eBoardsmanship (*online course*)

**Individually scheduled by request. This module can only be taken once.**

## **Objectives:**

1. To provide a Boardsmanship Profile to board members.
2. To offer recommendations to increase knowledge and skills in key areas.
3. To determine the effectiveness of the School Board Academy Modules.

## **Special Considerations:**

- Board members must have access to a computer with internet connectivity.

## **Description:**

This assessment module is a way for board members, the Tennessee Department of Education and TSBA to work hand in hand to determine if the modules are taught in a way that is helpful and memorable to you. This tool identifies your areas of expertise and provides suggestions for obtaining additional information in areas that can help you, as a board member, to grow professionally.

TSBA will provide a web-based “eBoardsmanship” module and you will work through the four sections of the module:

- 1) Board Game
- 2) Mini-Scenarios
- 3) Structured Situational Analysis
- 4) Video Clips

Once you have completed the four sections online, your responses will be tabulated and the results provided to you online in a Boardsmanship Profile that identifies your expertise in each of the Modules. The profile includes an explanation of scores as well as suggestions and ideas to help you further develop your knowledge and skills. Verifications of completion will be sent to TSBA.

# Legal Issues Impacting School Boards

## *(online course)*

**Individually scheduled by request. This module can only be taken once.**

### **Objective:**

To provide board members with a basic understanding of key school law issues and keep board members up to date on the most current developments in school law so they will have the information they need to make sound reasonable decisions.

### **Special Considerations:**

- Board members must have access to a computer with internet connectivity.

### **Description:**

This online module consists of seven separate modules each covering a different school law issue. The modules may be completed as a group or may be done on an individual basis however to receive school board academy credit, all modules must be completed during the 2019-2020 fiscal year.

The modules include:

- Open Meetings and Open Records
- Parliamentary Procedure
- Employee Rights and Relations
- Ethical Guidelines for School Board Members
- Legislative Advocacy and the School Board
- The Bill of Rights and its Impact on School Districts
- The Board-Superintendent Relationship

# Joint Academy Modules

**Teaming and the School Board: Working Together to  
Improve Student Achievement**

**Planning: A Joint Venture Part I and Part II**

*The superintendent and the board must attend these sessions as a team.  
No partial credit will be granted.*

# Teaming and the School Board

## Scheduled by Request

### Objective:

To increase collaboration and productivity in a school governance team and support high achievement for all children.

### Special Consideration:

The superintendent and majority of the school board must attend.

### Description:

Managing a school system is “big business” that educates the majority of tomorrow’s citizens and the success of a school governance team is directly related to the future of our nation.

Major topics covered during the session include:

- Understanding Groups and Teams
- Behavior of School Board Members in Board Situations
- Effective Communication Among the Board Team
- Effective Governance Team
- Trust Building Behaviors
- Build an Effective Board/Superintendent Relationship

# Planning: A Joint Venture Part I & II

## Scheduled by Request

### Objectives:

1. To develop practical skills and increase knowledge in the planning process.
2. To provide superintendents and board members with methods to develop a common vision and mission statement.
3. To develop strategies for setting system goals.
4. To monitor/evaluate results to bring about systematic change.
5. To provide follow-up and support in Part II for boards who have previously attended a Joint Venture Session.

### Special Considerations:

- The superintendent and majority of the school board must attend.
- Superintendents and school board members meet in large group, presentation, and discussion sessions with other systems as well as with team members in small group settings throughout the two-day workshop experience. The casual meeting site facilities provide a relaxed atmosphere and open communication.

### Description:

#### *Planning: A Joint Venture I*

The importance of planning for a school system's future is the major focus of this institute. The Tennessee Department of Education and the Tennessee School Boards Association present the steps for establishing a school system's mission and vision. Also included are strategies to help you plan for school improvement through goal setting, and definitions of strategies, as well as methods to monitor and evaluate results to help you modify plans over time. Participants discuss how to incorporate the State Department of Education's Strategic Plan and the State Board of Education's Performance Standards/Master Plan into a school system's plan.

#### *Planning: A Joint Venture II*

For those boards that have attended Planning: A Joint Venture I, Planning: A Joint Venture II is available. In this session boards review their beliefs and mission statements and report the progress they have made toward their goals. Prior to the sessions, board members are asked to complete a board self-evaluation instrument and send it back to TSBA to tabulate and analyze. During the session, the facilitator shares the results with the board and leads members through a process to discover ways to improve. Each board has the opportunity to further develop its strategic plan, including in-depth exploration of a board project, or the board may focus exclusively on plans for board improvement.

# Optional Credit Modules

**TSBA Summer Law Institute**  
**TSBA/TETA Technology Safety Symposium**  
**TSBA Board Chairman Workshop**  
**TSBA Leadership Conference**  
**TETA Administrator's Technology Academy**

*Optional Credit Modules fulfill annual training requirements.  
Registration fees are associated with some Optional Credit Modules.*

# TSBA Summer Law Institute

## LOCATIONS/DATES

Gatlinburg July 19-20, 2019 (Fri-Sa)  
Jackson June 26, 2020 (Fri)

### Objectives:

1. To review current legal and legislative issues and to develop understanding of these issues.
2. To discover implications for board members and school systems.

### Description:

Are you interested in the most up-to-date decisions regarding school cases in Tennessee as well as the rest of the nation? Do you want to know what laws were passed by the General Assembly in the last session? Then this training is for you! During this meeting participants are provided with a review of Tennessee and national school cases, the Attorney General Opinions, and new laws passed by the General Assembly.

**A registration fee is associated with this institute. To register contact TSBA.**

# TSBA/TETA Technology Safety Symposium

## LOCATION/DATE

TSBA August 23, 2019 (Fri)

### Objective:

To provide critical information to board members on how to keep their students safe from online predators and their school district up-to-date on the latest technology.

### Description:

During this symposium, attendees will be given an overview of social and emotional learning with the use of technology; data privacy with vendors; appropriate behavior of employees on social media; digital citizenship with students and the uses of eRate funds. The U.S. Department of Homeland Security will give a presentation on how to keep children safe from online predators through education and awareness; how to stay safe online and how to report abuse and suspicious activity.

**A registration fee is associated with this workshop. To register contact TSBA.**

# TSBA Board Chairman Workshop

## LOCATION/DATE

TSBA October 4, 2019 (Fri)

### Objective:

To provide board chairmen with critical information about the duties and responsibilities of their leadership role.

### Description:

As the board chairman, your role on the board takes on a new dimension. This workshop was developed to help you meet the requirements of your position and provide tools to assist you to build a better school board.

Effective meeting management is a major focus of this session. You are also introduced to parliamentary procedure, legal requirements of board meetings, and staff relations. Participants are engaged in activities that develop critical skills to deal more effectively with media and the public.

**A registration fee is associated with this workshop. To register contact TSBA.**

## TSBA Leadership Conference

### LOCATION/DATES

Nashville      November 14-15, 2019 (Thu-Fri)

### Objective:

To provide local board chairmen with the necessary tools to work effectively with the superintendent, other members of the board, the local funding agency and the public to improve student achievement.

### Description:

In this workshop you have the opportunity to network with other experienced board chairmen. This interaction enables you to examine leadership styles, team building techniques and to learn the traits of effective leaders.

**A registration fee is associated with this conference. To register contact TSBA.**

## TETA Administrator's Technology Academy

### LOCATIONS/DATES

Henderson	January 21, 2020 (Tue)
Knoxville	February 25, 2020 (Tue)
Murfreesboro	March 11, 2020 (Wed)

The Tennessee Educational Technology Association (TETA) Administrator's Technology Academy is held every year at three regional locations. The goal of the academies is to provide new and innovative ways to implement technology with the goal of improving student learning.

**To register, contact TETA Executive Director, Joan Gray at [Joan.Gray@teta.org](mailto:Joan.Gray@teta.org).**

# School Board Academy Local Option Credit

The School Board Academy program offers Local Option Credit. Individual boards of education can submit a training workshop that they are conducting in their system for possible local option credit by submitting a request form to the Tennessee Department of Education Office of Deputy Commissioner/Chief Academic Officer and Division of Teachers and Leaders before the training occurs. The request form and guidelines for Local Option Credit may be obtained from TSBA's website at *www.tsba.net*, then click on the tab titled, "School Board Academies", and then select the link on the right-hand column titled, "Local Option Credit Form". Email the completed form and supporting material to *grace.jones@tn.gov*.

The form must include the title and description of the workshop along with the total number of hours. The goals of the Local Option training must reflect the School Board Competencies identified in the School Board Academy Program. If approved, school board members can use this local training event to fulfill their mandatory school board training requirement. Registration, cost and other expenses to attend are the responsibility of the individual board member.

# Tennessee Department of Education

## 2019-2020 School Board Academy

### NEW BOARD MEMBER (After January 1, 2019) Registration Form

Name of School System: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Daytime Phone with Area Code: (\_\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

School board members elected/appointed after January 1, 2019, are required to attend a two-day **Orientation Module** and **one Academy Module** before June 30, 2020.

A.  I will be attending the Orientation Module on January 9-10, 2020 at the TSBA Headquarters in Nashville, Tennessee.

B.  **Academy Module:** Please list the title, location and date of the annual academy module you would like to attend.

Academy Module: \_\_\_\_\_  
Title Location Date

#### Submit Form to TSBA via:

Email: registrar@tsba.net

Fax: (615) 815-3911

*For registration information or assistance call the Tennessee School Boards Association at 800-448-6465, ext. 3908 or (615) 815-3908.*

Tennessee Department of Education  
2019-2020 School Board Academy

**EXPERIENCED BOARD MEMBER**  
(Before January 1, 2019)  
**Registration Form**

Name of School System: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Daytime Phone with Area Code: (\_\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

**Experienced board members must attend ONE Academy Module before June 30, 2020.**

Please list the title, location and date of the annual academy module you would like to attend.

Academy Module: \_\_\_\_\_  
Title Location Date

**Submit Form to TSBA via:**

Email: registrar@tsba.net

Fax: (615) 815-3911

*For registration information or assistance call the Tennessee School Boards Association at  
800-448-6465, ext. 3908 or (615) 815-3908.*

**Tennessee School Boards Association**

525 Brick Church Park Drive

Nashville, TN 37207

[www.tsba.net](http://www.tsba.net)