

# Regular Board Meeting

March 8, 2012 6:30 PM

MCBOE

1. Agenda	
2. Citizen to Address Board	Gary Davis, Marshall County NAACP President
3. Employee to Address Board	Simona Hopkins
4. Honor Students and Teachers	
5. Minutes	
6. MCEA Report	
7. Financial Statement	
8. Line Item Transfers/Resolution	
9. Committee Reports	
1. Budget Committee	Donnie Moses
10. Amendments	Lisa Ventura
1. Amendment #2 for IDEA-B 11.21 Carryover Budget	Lisa Ventura
2. Amendment #2 for IDEA-B 12.01 Budget	Lisa Ventura
11. Bid/Proposal	
1. Toolroom Lathe	
2. Marshall County Virtualization Proposal	Suzanne Ingram
12. Consent Agenda	
1. Forrest Lady Rockets Christmas Tournament request	
2. MCHS Beta Club fundraiser request	
13. Annual Agenda Item	
1. Approve Retaining Board Attorney	
14. Old Business	
1. Incoming Director's Contract Negotiations Update	
2. Lease Agreement	
15. New Business	
16. Director's Report	
1. Replacement of LMS Sewer Line	
17. Adjourn	
18. FYI	

1. Cornersville School FBLA Conference

2. Cornersville FFA State Convention

3. Forrest FFA State Convention

4. MCHS Beta State Convention

5. MCHS FCCLA State Meeting

# Marshall County Board of Education

Monitoring:  Review: Annually, in September	Descriptor Term:  <b>Appeals to and Appearances Before the Board</b>	Descriptor Code: <b>1.404</b>	Issued Date: <b>03/14/11</b>
		Rescinds: <b>1.404</b>	Issued: <b>07/21/05</b>

## 1 APPEALS TO THE BOARD

2  
3 Any matter relating to the operation of the school system may be appealed to the Board. However, the  
4 Board desires that all matters be settled at the lowest level of responsibility and will not hear complaints  
5 or concerns which have not advanced through the proper administrative procedure from the point of  
6 origin.

7  
8 If all administrative channels have been pursued and there is still a desire to appeal to the Board, the  
9 matter shall be referred in writing and the Board shall determine whether to hear the appeal.

## 10 APPEARING BEFORE THE BOARD

11  
12 Individuals desiring to appear before the Board may request placement on the agenda by submitting a  
13 written request to the office of the director of schools at least seven (7) days before the meeting. They  
14 will be given time to speak when their topic of interest is addressed on the agenda. Sufficient back-  
15 ground material will be provided by the speaker.

16  
17 The Board may, at its discretion, waive the seven day rule in case of a situation which makes such  
18 notice impractical or impossible.

19  
20 Delegations must select only one individual to speak on their behalf unless otherwise determined by  
21 the Board.

22  
23 Individuals speaking to the Board shall address remarks to the chairman and may direct questions to  
24 individual board members or staff members only upon approval of the chairman. Each person speaking  
25 shall state his name, address, and subject of presentation. Remarks will be limited to five (5) minutes  
26 unless time is extended by a majority vote of the Board. The chairman shall have the authority to ter-  
27 minate the remarks of any individual who does not adhere to the above rules or chooses to be abusive  
28 to an individual board member or the Board as a whole.<sup>1</sup> Members of the Board and the director of  
29 schools may have the privilege of asking questions of any person who addresses the Board. Profanity,  
30 threats, verbal abuse, or disruption of the orderly meeting process will result in the individual or group  
31 being asked to leave the meeting.

32  
33 Individuals desiring additional information about any item on the agenda shall direct such inquiries to  
34 the office of the director of schools.

35  
36  
37  
38 Legal Reference:

39 1. TCA 39-17-306

37  
38 Cross References:

39 School Board Meetings 1.400  
40 Agendas 1.403  
41  
42

February 28, 2012

TO: Mr. Roy Dukes, Director of Schools  
Marshall County Board of Education

FROM: Mr. Gary Davis, NAACP President of Marshall County

I would like to address the Marshall County School Board on March 8, 2012 to discuss both the vision and the mission of the school system and the Marshall County Board of Education.

Respectfully,

*Gary Davis, President*

Mr. Gary Davis

NAACP President of Marshall County

1322 Bay Roberts Rd.  
Belfast, TN 37019

Ph: 276-2479

Rec. 2-28-12  
*(Signature)*

# **Mission Statement**

Marshall County School System will invest in the future by maximizing the potential of all students.

# Vision Statement

Marshall County Schools will be a place where all students will be motivated to be successful and where teachers will be diverse and invested in a successful learning environment that adequately prepares students for post graduation to become lifelong learners.

# Marshall County Board of Education

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LMS National Geographic Bee Winners:

**Jacob Pomatto-Gilley** – 1<sup>st</sup> place

**Peyton Brown** – 2<sup>nd</sup> place

**Eric Hernandez** – 3<sup>rd</sup> place

MCEA District-wide Spelling Bee Winners:

**Anna Claire Moses (OGES)** – 1<sup>st</sup> place

**Leah Hollingsworth (OGES)** – 2<sup>nd</sup> place

**Aspen Chapman (CVES)** – 3<sup>rd</sup> place

# Marshall County School System

## Teachers of the Year

### 2012

School	Teacher	Grade Level
Marshall Elementary	Gretchen Curley	K-4
Marshall Elementary	Felicia Harper	5-8
<b>Cornersville School</b>	<b>Jill Worley</b>	<b>5-8</b>
Cornersville School	Brent Adcox	9-12
Westhills Elementary	Lisa Stacey	K-4
Westhills Elemenatry	Rachel Perryman	5-8
Marshall County High School	Kim Junkins	9-12
Lewisburg Middle School	Carolyn Keysaer	5-8
Forrest School	Sheila Edde	5-8
<b>Forrest School</b>	<b>Elaine Huffines</b>	<b>9-12</b>
<b>Oak Grove Elementary</b>	<b>DeShawn Ewing</b>	<b>K-4</b>
Oak Grove Elementary	Elaine Cagle	5-8
Chapel Hill Elementary	Stacey Hughes	K-4
Spot Lowe Vocational	Genia Borton	9-12
Cornersville Elementary	Amy McGehee	K-4
Cornersville Elementary	Allison Underwood	5-8

Highlighted names indicate "District Teachers of the Year."

February 9, 2012

The Marshall County Board of Education met in regular session on Thursday, February 9, 2012, at 6:30 p.m. in the Board Conference Room at Jones School.

Members present were Curt Denton, Kristen Gold, Harvey Jones, Barbara Kennedy, Mike Keny, Donnie Moses, Randy Perryman, Sam Smith, and Ann Tears. No members were absent.

Prayer/Pledge

Mr. Smith made a motion, with a second by Ms. Tears, to approve the agenda. The motion passed 9-0.

Lisa Cahill, the parent of a Chapel Hill Elementary School CDC student, requested funding for a CDC program at Forrest School be included in the budget for the coming school year.

Mr. Moses made a motion, with a second by Mr. Jones, to approve the minutes of the January 10 special called session, the January 12 regular session, and the January 31, 2012, special called session. The motion passed 9-0.

In the MCEA report, MCEA president Patty Hill stated: 48 students, including Ms. Kennedy's son and Mr. Moses' daughter, participated in the countywide spelling bee, in which Mr. Moses' daughter won; MCEA requests the Marshall County Board of Education continue a collaborative effort regarding recent legislative changes that could have a grave impact on student achievement.

The summary financial statement was reviewed; no action was taken.

Mr. Jones made a motion, with a second by Mr. Perryman, to approve the bonus pay breakdown (attached). The motion passed 8-1, with Ms. Kennedy voting no.

Mr. Moses made a motion, with a second by Mr. Jones, to approve Resolution 1 (attached), which moves Federal Jobs Bill money from undesignated fund balance into salaries. The motion passed 9-0.

Mr. Moses made a motion, with a second by Mr. Perryman, to approve Resolution 2 (attached), which moves excess local funds from salaries into undesignated fund balance. The motion passed 9-0.

Mr. Moses made a motion, with a second by Mr. Jones, to approve Resolution 3 (attached), which is the implementation of the bonuses just approved. The motion passed 8-1, with Ms. Kennedy voting no. The resolutions will now be taken to the county commission's education committee; if the resolutions pass the education committee, they will be taken to the budget committee, then on to the full commission.

In the Calendar Committee report, Ms. Kennedy stated that the board's committee met jointly with the Teachers' Calendar Committee; the board's calendar committee voted 3-1 to approve the calendar presented by the teacher committee. During discussions, Mr. Dukes stated he felt adding back a third Professional Development day is needed in order to address issues coming up since NCLB has been waived in Tennessee. Mr. Dukes recommended the board approve the teachers' calendar, with an additional Professional Development day. The board voted 9-0 to suspend the rules and allow Suzanne Ingram, Race To The Top coordinator, to address the board. Ms. Ingram asked the board to

add a third PD day, because it is crucial to have an opportunity to train teachers throughout the year, as well as the summer. After further discussions, Mr. Moses, with Mr. Dukes' recommendation, made a motion to accept the calendar with February 15 added as a third PD day. Ms. Gold seconded the motion. The board voted 9-0 to suspend the rules and allow Julie Thomas, 7-12 Supervisor of Curriculum and Instruction, to address the board. Mr. Perryman asked if the third PD day was discussed during the Teacher Calendar Committee meetings; she stated it had been discussed, and she continued to support the calendar as it appears without the additional PD day. The motion passed 5-4 with Mr. Jones, Mr. Keny, Mr. Perryman and Ms. Tears voting no.

In the Curriculum Committee report, Ms. Gold stated the committee met January 26 at Marshall Elementary School during which the board participated in a Daily Five presentation. During that meeting, members discussed a book drive to help support the Daily Five program. Board members brought age-appropriate books to this evening's board meeting; Suzanne Ingram, who is heading the Daily Five book drive, collected the books from the board members. Ms. Gold encouraged everyone to donate more books through the month of February. Ms. Ingram is currently working with Mike Whitehead at MCHS to have a program similar to the Daily Five presentation at MES. Mr. Perryman added that Chapel Hill Elementary School also hosted a Daily Five presentation.

In the Policy Committee report, Ms. Tears stated the committee met January 31 to review policies 6.310 Standard School Attire and 6.403 Student Communicable Diseases. Mr. Dukes was instructed to seek input from principals concerning the standard school attire and bring his findings back to the policy committee; no action was taken. The committee viewed a presentation by the Special Education department regarding head lice and nits; a question and answer session followed. The committee voted 7-1 in favor of the CDC's recommendation to add to our policy, "Students diagnosed with live head lice do not need to be sent home early from school; they can go home at the end of the day, be treated, and return to class after appropriate treatment has begun." Ms. Tears emphasized that, even with adding the CDC's recommendation, no changes are being made to the policy; principals and nurses still have the authority to send students home. Mr. Denton made a motion, with a second by Mr. Jones, to leave policy 6.403 as it is. The motion passed 9-0.

Mr. Moses set a budget committee meeting for Tuesday, February 28 at 6:00 p.m. to have a fiscal review for the second quarter.

Ms. Gold made a motion, with a second by Mr. Jones, to approve MCHS tennis request to conduct the following fundraisers: donation dots in February and banner sponsors in March or April. After discussions, Ms. Gold amended her motion, with a second by Mr. Jones, to remove the donation dots fundraiser and approve the banner sponsorships. The motion passed 8-0-1, with Ms. Kennedy abstaining.

Ms. Kennedy made a motion, with a second by Mr. Denton, to approve talks between MCHS and Waste Management to possibly replace two existing scoreboards at Preston Hopkins/Joe George Field. The board voted 9-0 to suspend the rules and allow MCHS principal Keith Stacey to tell about the scoreboards. The motion passed 9-0.

Ms. Tears made a motion, with a second by Mr. Perryman, to approve the Dual Enrollment Agreement (attached) between the Marshall County School System and Columbia State Community College. The motion passed 9-0.

Ms. Kennedy made a motion, with a second by Mr. Jones to approve the surplus list (attached). During discussions, the board decided to put the items out for bid and place a \$1,800 floor on the buses, instead of the \$2,155 scrap estimate provided by the transportation supervisor. The motion passed 7-1-1, with Mr. Denton voting no and Ms. Tears abstaining.

Ms. Ingram addressed the board on Voice over Internet Protocol (VoIP). Mr. Denton made a motion, with a second by Mr. Jones, to transition to VoIP via ENA Dialtone Connect. During discussions, Ms. Ingram suggested four sites transition to Dialtone Connect in the first year (Spot Lowe, Central Office, Maintenance and Bus Garage); a study will then be conducted to learn the cost/effectiveness of the program before phasing in other sites. The motion passed 9-0. Ms. Gold made a motion, with a second by Ms. Kennedy, to follow Ms. Ingram's recommendation to transition the four sites mentioned earlier to ENA Dialtone Connect. The motion passed 8-1, with Ms. Tears voting no.

Ms. Kennedy made a motion, with a second by Mr. Jones, to allow board attorney Sam Jackson to work with incoming Director of Schools Jackie Abernathy on developing her contract. The contract will then come back to the board for finalizing. The motion passed 9-0.

There was no New Business.

During Director's Report, Mr. Dukes discussed: the U.S. Department of Education's waiver of NCLB for Tennessee: Common Core assessments; Gov. Haslam's 2012-13 BEP budget: includes Coordinated School Health and Safe Schools; adds five extra students in each classroom; the system will formulate its own salary schedule.

Mr. Denton made a motion, with a second by Ms. Tears, to proceed with the process of allowing the Chapel Hill Lions Club to construct a pavilion at Forrest School. The Lions Club will build the structure on Forrest School property, and will use it during Lions Club events. Sam Jackson will be contacted about preparing a yearly lease between the school system and Chapel Hill Lions Club. The motion passed 9-0.

The meeting adjourned at 8:10 p.m.

Respectfully Submitted,

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Mike Keny, Chairman

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Roy Dukes, Director

Summary Financial Statement  
FEBRUARY 29, 2012

Fiscal Year Time Lapse: 66.66

141 GENERAL PURPOSE SCHOOL

Account	Description	-----Year-To-Date-----			-----FEBRUARY-----		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
40110	CURRENT PROPERTY TAX	8,161,592.00	8,084,610.57-	99.1	680,132.67	4,414,779.41-	649.1
40120	TRUSTEE'S COLLECTIONS - PRIOR YEAR	283,200.00	209,929.40-	74.1	23,600.00	41,401.98-	175.4
40125	TRUSTEE'S COLLECTIONS - BANKRUPTCY	25,133.00	6,349.79-	25.3	2,094.42	274.84-	13.1
40130	CIR CLK/CLK & MASTER COLLECTIONS-PR YR	51,576.00	34,159.31-	66.2	4,298.00	20,386.35	474.3
40140	INTEREST AND PENALTY	30,513.00	34,781.00-	114.0	2,542.75	12,695.46-	499.3
40210	LOCAL OPTION SALES TAX	2,367,400.00	1,178,232.90-	49.8	197,283.33	42,009.04-	21.3
40350	INTERSTATE TELECOMMUNICATIONS	1,719.00	784.86-	45.7	143.25	0.00	0.0
41110	MARRIAGE LICENSES	1,867.00	1,130.50-	60.6	155.58	76.00-	48.8
43570	RECEIPTS FROM INDIVIDUAL SCHOOLS	63,080.00	42,505.79-	67.4	5,256.67	5,042.98-	95.9
43583	TBI CRIMINAL BACKGROUND FEE	3,600.00	3,481.14-	96.7	300.00	192.00-	64.0
44130	SALE OF MATERIALS AND SUPPLIES	6,566.00	9,707.06-	147.8	547.17	35.20-	6.4
44146	E-RATE FUNDING	78,000.00	0.00	0.0	6,500.00	0.00	0.0
44170	MISCELLANEOUS REFUNDS	148,222.00	57,150.56	38.6	12,351.83	3,487.18-	28.2
44180	EXPENDITURE CREDITS	101,132.00	0.00	0.0	8,427.67	39,470.03	468.3
44530	SALE OF EQUIPMENT	1,725.00	667.00-	38.7	143.75	0.00	0.0
44560	DAMAGES RECOVERED FROM INDIVIDUALS	1,206.00	105.00-	8.7	100.50	0.00	0.0
44570	CONTRIBUTIONS & GIFTS	0.00	450.00	0.0	0.00	0.00	0.0
46511	BASIC EDUCATION PROGRAM	22,779,000.00	15,950,200.00-	70.0	1,898,250.00	1,805,825.00-	95.1
46515	EARLY CHILDHOOD EDUCATION	183,926.00	72,759.15-	39.6	15,327.17	72,759.15-	474.7
46550	DRIVER EDUCATION	5,856.00	0.00	0.0	488.00	0.00	0.0
46590	OTHER STATE EDUCATION FUNDS	25,000.00	79,162.02-	316.6	2,083.33	73,213.40-	3514.2
46591	COORDINATED SCHOOL HEALTH - ARRA	90,000.00	0.00	0.0	7,500.00	90,000.00	1200.0
46592	INTERNET CONNECTIVITY - ARRA	15,735.00	0.00	0.0	1,311.25	0.00	0.0
46595	STATEWIDE STUDENT MGMT SYS (SSMS)-ARRA	13,053.00	0.00	0.0	1,087.75	0.00	0.0
46610	CAREER LADDER PROGRAM	233,816.00	92,907.25-	39.7	19,484.67	0.00	0.0
46612	CAREER LADDER - EXTENDED CONTRACT	59,000.00	27,900.00-	47.3	4,916.67	0.00	0.0
46615	CAREER LADDER-EXTENDED CONTRACT-ARRA	0.00	21,908.00-	0.0	0.00	38,387.00	0.0
46851	STATE REVENUE SHARING -T.V.A.	190,000.00	158,133.08-	83.2	15,833.33	0.00	0.0
46980	OTHER STATE GRANTS	0.00	164,400.54-	0.0	0.00	0.00	0.0
47139	OTHER VOCATIONAL	0.00	77,767.65	0.0	0.00	77,767.65	0.0
47147	SAFE AND DRUG-FREE SCHOOLS-ST GRANTS	150,000.00	174,075.19	116.1	12,500.00	57,379.13	459.0
47590	OTHER FEDERAL THROUGH STATE	300,000.00	0.00	0.0	25,000.00	0.00	0.0
49700	INSURANCE RECOVERY	3,000.00	0.00	0.0	250.00	0.00	0.0
49800	TRANSFERS IN	28,730.00	14,243.47-	49.6	2,394.17	0.00	0.0
Total REVENUES		35,403,647.00	25,878,614.43-	73.1	2,950,303.93	6,148,401.48-	208.4
Total GENERAL PURPOSE SCHOOL		35,403,647.00	25,878,614.43-	73.1	2,950,303.93	6,148,401.48-	208.4

G/L Month: 02 FEBRUARY  
 Beginning Fund: 141 Beginning Function: 40000  
 Ending Fund: 141 Ending Function: 49999

\* End of Report: MARSHALL CO BD OF EDUCATION \*

Summary Financial Statement  
FEBRUARY 29, 2012

Fiscal Year Time Lapse: 66.66

141 GENERAL PURPOSE SCHOOL

Account	Description	-----Year-To-Date-----			-----FEBRUARY-----		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
EXPENDITURES							
71100	REGULAR INSTRUCTION PROGRAM	20,322,767.00-	11,581,103.71	57.0	1,693,563.91-	1,670,354.31	98.6
71150	ALTERNATIVE INSTRUCTION PROGRAM	108,190.00-	63,944.55	59.1	9,015.84-	9,403.42	104.3
71200	SPECIAL EDUCATION PROGRAM	2,236,856.00-	1,185,876.13	53.0	186,404.67-	130,468.40	70.0
71300	VOCATIONAL EDUCATION PROGRAM	1,532,509.00-	865,526.54	56.5	127,709.09-	118,188.07	92.5
72110	ATTENDANCE	181,640.00-	101,195.74	55.7	15,136.67-	15,195.42	100.4
72120	HEALTH SERVICES	207,866.00-	154,568.91	74.4	17,322.17-	17,926.29	103.5
72130	OTHER STUDENT SUPPORT	726,383.00-	418,761.10	57.7	60,531.90-	30,797.11	50.9
72210	REGULAR INSTRUCTION PROGRAM	1,343,890.00-	925,788.19	68.9	111,990.84-	128,756.51	115.0
72220	SPECIAL EDUCATION PROGRAM	73,834.00-	36,617.55	49.6	6,152.82-	2,761.22	44.9
72230	VOCATIONAL EDUCATION PROGRAM	78,062.00-	50,321.54	64.5	6,505.15-	6,574.73	101.1
72310	BOARD OF EDUCATION	465,695.00-	425,511.64	91.4	38,807.92-	100,634.62	259.3
72320	DIRECTOR OF SCHOOLS	219,630.00-	135,365.36	61.6	18,302.49-	16,621.84	90.8
72410	OFFICE OF THE PRINCIPAL	2,125,977.00-	1,359,866.20	64.0	177,164.74-	184,171.60	104.0
72510	FISCAL SERVICES	268,623.00-	156,760.53	58.4	22,385.27-	16,190.06	72.3
72610	OPERATION OF PLANT	3,217,152.00-	2,187,088.23	68.0	268,096.02-	236,521.15	88.2
72620	MAINTENANCE OF PLANT	1,073,894.00-	774,393.83	72.1	89,491.16-	45,841.49	51.2
72710	TRANSPORTATION	1,502,498.00-	1,025,317.10	68.2	125,208.16-	120,100.58	95.9
72810	CENTRAL AND OTHER	222,680.00-	124,308.24	55.8	18,556.67-	17,765.64	95.7
73400	EARLY CHILDHOOD EDUCATION	173,176.00-	75,433.46	43.6	14,431.33-	12,260.86	85.0
76100	REGULAR CAPITAL OUTLAY	250,000.00-	50,937.20	20.4	20,833.33-	62.76	0.3
Total EXPENDITURES		36,331,322.00-	21,698,685.75	59.7	3,027,610.15-	2,880,596.08	95.1
Total GENERAL PURPOSE SCHOOL		36,331,322.00-	21,698,685.75	59.7	3,027,610.15-	2,880,596.08	95.1

G/L Month: 02 FEBRUARY  
 Beginning Fund: 141 Beginning Function: 70000  
 Ending Fund: 141 Ending Function: 79999

\* End of Report: MARSHALL CO BD OF EDUCATION \*

**Marshall County Board of Education  
 General Purpose (141)  
 Line Item Transfers 3/1/2012**

**GENERAL PURPOSE (FUND 141)**

ACCT #	DESCRIPTION	DECREASE (DEBIT)	INCREASE (CREDIT)
<b><u>71200 SPECIAL EDUCATION PROGRAM</u></b>			
116	Teachers	\$2,600.00	
128	Homebound		\$2,600.00
<b><u>72130 OTHER STUDENT SUPPORT</u></b>			
123	Guidance Personnel	\$2,754.00	
189	Other Salaries		\$2,754.00
<b><u>72210 REGULAR INSTRUCTION PROGRAM</u></b>			
336	Maintenance / Repair	\$3,700.00	
307	Communication		\$3,700.00
<b><u>72310 BOARD OF EDUCATION</u></b>			
331	Legal Services	\$338.00	
320	Dues / Subscription		\$338.00
<b><u>72320 Director of Schools</u></b>			
355	Travel	\$62.00	
320	Dues / Memberships		\$62.00
<b><u>72610 Operation of Plant</u></b>			
434	Natural Gas	\$50,000.00	
454	Water and Sewer		\$50,000.00

**RESOLUTION NO. \_\_\_\_\_  
RESOLUTION TO AMEND GENERAL PURPOSE SCHOOL FUND FOR  
INCREASES IN DUES & MEMBERSHIPS FOR FISCAL YEAR 2011-2012**

**WHEREAS**, the Marshall County Board of Education needs additional funds to clean up the books; and

**WHEREAS**, these funds are needed to pay additional salaries and benefits, increase in dues and membership expenditures.

**NOW, THEREFORE BE IT RESOLVED** that the Honorable Board of Marshall County Commissioners approves and authorizes amending the General Purpose School Fund as follows:

<u>Account</u>	<u>Account #</u>	<u>Debit</u>	<u>Credit</u>
Undesignated Fund Balance	141-39000	\$31,088.00	
Gen Purpose School-Other Student Support	141-72130		\$12,178.00
Gen Purpose School-Special Ed. Support	141-72220		\$5,570.00
Gen Purpose School-Board of Education	141-72310		\$340.00
Gen Purpose School-Maintenance of Plant	141-72620		\$13,000.00

**Approved this 26th day of March, 2012.**

\_\_\_\_\_  
COUNTY COMMISSION CHAIRMAN

\_\_\_\_\_  
MARSHALL COUNTY CLERK

**APPROVED FOR ENTRY THIS \_\_\_\_\_ DAY OF MARCH, 2012.**

\_\_\_\_\_  
MARSHALL COUNTY MAYOR

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# Marshall County School System

Roy D. Dukes, Director



*Linking Learning to Life*

700 JONES CIRCLE • LEWISBURG, TENNESSEE 37091 • 931-359-1581

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February 8, 2012

Joseph Fisher, Assistant Commissioner  
Tennessee Department of Education  
Division of College and Career Readiness  
7<sup>th</sup> Floor, Andrew Johnson Tower  
710 James Robertson Parkway  
Nashville, TN 37243-0380

Dear Mr. Fisher:

Enclosed you will find an original and copies of our request for the following:

IDEA Part B:            Budget # 11.21 Amendment # 2 Addendum # \_\_\_\_\_

Part B, Carryover:    Budget # \_\_\_\_\_ Amendment # \_\_\_\_\_ Addendum # \_\_\_\_\_

A copy of our Federal Completion Report is attached for the carryover budget.

Thank you for your consideration in this matter.

Sincerely,

Mr. Roy Dukes  
Director of Schools Signature

FINANCIAL INFORMATION (Continued)

IDEA, PART B       INITIAL CARRYOVER      BUDGET AMENDMENT # 2      PROJECT 11.21

ACCOUNT NO 71200	EXPENDITURES INSTRUCTION (71000) SPECIAL EDUCATION PROGRAM	CURRENT BUDGET	*FTE Positions	INCREASE	DECREASE	AMENDED BUDGET	*FTE Positions
116	Teachers	82,400.00	2			82,400.00	2
128	Homebound Teachers					0.00	
162	Clerical Personnel					0.00	
163	Educational Assistants	26,964.00	2			26,964.00	2
171	Speech Pathologist					0.00	
189	Other Salaries & Wages					0.00	
195	Certified Substitute Teachers	1,000.00				1,000.00	
198	Non-Certified Substitute Teachers	1,000.00				1,000.00	
201	Social Security	6,781.00	XXXXXXXX			6,781.00	XXXXXXXX
204	State Retirement	10,152.00	XXXXXXXX			10,152.00	XXXXXXXX
206	Life Insurance		XXXXXXXX			0.00	XXXXXXXX
207	Medical Insurance	10,000.00	XXXXXXXX			10,000.00	XXXXXXXX
208	Dental Insurance	91.20	XXXXXXXX			91.20	XXXXXXXX
210	Unemployment Compensation	1,074.00	XXXXXXXX			1,074.00	XXXXXXXX
212	Employer Medicare	1,586.00	XXXXXXXX			1,586.00	XXXXXXXX
299	Other Fringe Benefits		XXXXXXXX			0.00	XXXXXXXX
310	Contracts With Other Public Agencies		XXXXXXXX			0.00	XXXXXXXX
311	Contracts With Other School Systems		XXXXXXXX			0.00	XXXXXXXX
312	Contracts With Private Agencies	150,000.00	XXXXXXXX	16,200.00		166,200.00	XXXXXXXX
322	Evaluation & Testing		XXXXXXXX			0.00	XXXXXXXX
330	Operating Lease Payments		XXXXXXXX			0.00	XXXXXXXX
336	Maintenance And Repair Services - Equipment	2,000.00	XXXXXXXX			2,000.00	XXXXXXXX
356	Tuition		XXXXXXXX			0.00	XXXXXXXX
369	Contracts for Substitute Teachers - Certified		XXXXXXXX			0.00	XXXXXXXX
370	Contracts for Substitute Teachers - Non-Certified		XXXXXXXX			0.00	XXXXXXXX
399	Other Contracted Services		XXXXXXXX			0.00	XXXXXXXX
429	Instructional Supplies & Materials	81,293.04	XXXXXXXX			81,293.04	XXXXXXXX
449	Textbooks		XXXXXXXX			0.00	XXXXXXXX
499	Other Supplies & Materials		XXXXXXXX			0.00	XXXXXXXX
535	Fee Waivers		XXXXXXXX			0.00	XXXXXXXX
599	Other Charges (Specify)		XXXXXXXX			0.00	XXXXXXXX
725	Special Education Equipment	58,532.96	XXXXXXXX			58,532.96	XXXXXXXX
<b>71200</b>	<b>TOTAL EXPENDITURES</b>	<b>432,874.20</b>	<b>XXXXXXXX</b>	<b>16,200.00</b>	<b>0.00</b>	<b>449,074.20</b>	<b>XXXXXXXX</b>

NOTE: If this is a carryover - 21, complete "current budget" column only.

FINANCIAL INFORMATION (Continued)

IDEA, PART B       INITIAL CARRYOVER      BUDGET AMENDMENT # 2      PROJECT 11.21

ACCOUNT NO.	EXPENDITURES	CURRENT BUDGET	*FTE Positions	INCREASE	DECREASE	AMENDED BUDGET	*FTE Positions
72220	SUPPORT SERVICES (72000) SPECIAL EDUCATION PROGRAM STAFF						
105	Supervisor/Director					0.00	
124	Psychological Personnel					0.00	
135	Assessment Personnel					0.00	
161	Secretary(s)					0.00	
162	Clerical Personnel					0.00	
171	Speech Pathologist					0.00	
189	Other Salaries & Wages					0.00	
196	In-Service Training		XXXXXXX			0.00	
201	Social Security		XXXXXXX			0.00	XXXXXXX
204	State Retirement		XXXXXXX			0.00	XXXXXXX
206	Life Insurance		XXXXXXX			0.00	XXXXXXX
207	Medical Insurance		XXXXXXX			0.00	XXXXXXX
208	Dental Insurance		XXXXXXX			0.00	XXXXXXX
210	Unemployment Compensation		XXXXXXX			0.00	XXXXXXX
212	Employer Medicare		XXXXXXX			0.00	XXXXXXX
299	Other Fringe Benefits		XXXXXXX			0.00	XXXXXXX
307	Communication		XXXXXXX			0.00	XXXXXXX
308	Consultants		XXXXXXX			0.00	XXXXXXX
330	Operating Lease Payments		XXXXXXX			0.00	XXXXXXX
336	Maintenance & Repair Services -Equipment		XXXXXXX			0.00	XXXXXXX
348	Postal Charges		XXXXXXX			0.00	XXXXXXX
355	Travel	8,000.00	XXXXXXX		2,000.00	6,000.00	XXXXXXX
399	Other Contracted Services	3,491.17	XXXXXXX		1,200.00	2,291.17	XXXXXXX
499	Other Supplies & Materials		XXXXXXX			0.00	XXXXXXX
524	In-Service/Staff Development	20,000.00	XXXXXXX		13,000.00	7,000.00	XXXXXXX
599	Other Charges (Specify) <i>toners, ink, paper</i>	12,600.00	XXXXXXX			12,600.00	XXXXXXX
790	Other Equipment		XXXXXXX			0.00	XXXXXXX
72220	TOTAL EXPENDITURES	44,091.17	XXXXXXX	0.00	16,200.00	27,891.17	XXXXXXX

NOTE: If this is a carryover - 21, complete "current budget" column only.

SUMMARY of FINANCIAL INFORMATION (Continued)

IDEA, PART B       INITIAL CARRYOVER      BUDGET AMENDMENT # 2      PROJECT 11.21

ACCOUNT SERIES	EXPENDITURES	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
71150	Alternative Schools				0.00
71200	Special Education Instruction	432,874.20	16,200.00		449,074.20
72120	Health Services				0.00
72130	Other Student Support				0.00
72215	Alternative Instructional Program				0.00
72220	Special Education Program Staff	44,091.17		16,200.00	27,891.17
72410	Office of Principal				0.00
72710	Transportation				0.00
99100-590	Transfer Out of Funds: Indirect Cost	9,623.94			9,623.94
*99100-590	Permissive Use of Funds:				
	A. Adjustment to Local Effort				0.00
	B. School Wide				0.00
	C. Early Intervening Services				0.00
<b>TOTAL EXPENDITURES FOR SPECIAL EDUCATION</b>		486,589.31	16,200.00	16,200.00	486,589.31

Indirect Cost Rate: 2.30%

**NOTE:** If this is a carryover budget (21), complete "current budget" column only.  
 Subtract out all expenditures for equipment prior to determining indirect cost amounts. Do Not include any "Permissive Use of Funds" expenditures when determining indirect cost amounts.

JUSTIFICATION

INCREASE

DECREASE

INITIAL .21 PROJECT

ACCOUNT NUMBER	EXPENDITURE ITEM	JUSTIFICATION
71200 312	Contracts with Private Agencies	More contracted services needed in accordance with IEP's than anticipated for school year 2011-2012( counseling services,behavior therapy, OT services, PT services)

JUSTIFICATION

INCREASE

DECREASE

INITIAL .21 PROJECT

ACCOUNT NUMBER	EXPENDITURE ITEM	JUSTIFICATION
72220 355	Mileage	Mileage charges were not as costly as anticipated.
72220 399	Other Contracted Services(Xerox)	Monthly charges were not as costly as anticipated.
72220 524	In Service Staff Development	Fewer teachers requested to attend In Service/ Staff Development

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# Marshall County School System

Roy D. Dukes, Director



*Linking Learning to Life*

700 JONES CIRCLE • LEWISBURG, TENNESSEE 37091 • 931-359-1581

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February 22, 2012

Joseph Fisher, Assistant Commissioner  
Tennessee Department of Education  
Division of College and Career Readiness  
7<sup>th</sup> Floor, Andrew Johnson Tower  
710 James Robertson Parkway  
Nashville, TN 37243-0380

Dear Mr. Fisher:

Enclosed you will find an original and copies of our request for the following:

IDEA Part B:            Budget # 12.01    Amendment # 2    Addendum # \_\_\_\_\_

Part B, Carryover:    Budget # \_\_\_\_\_    Amendment # \_\_\_\_\_    Addendum # \_\_\_\_\_

A copy of our Federal Completion Report is attached for the carryover budget.

Thank you for your consideration in this matter.

Sincerely,

Mr. Roy Dukes  
Director of Schools Signature

FINANCIAL INFORMATION (Continued)

IDEA, PART B       INITIAL CARRYOVER      BUDGET AMENDMENT # 2      PROJECT 12.01

ACCOUNT NO 71200	EXPENDITURES INSTRUCTION (71000) SPECIAL EDUCATION PROGRAM	CURRENT BUDGET	*FTE Positions	INCREASE	DECREASE	AMENDED BUDGET	*FTE Positions
116	Teachers	122,474.00	3			122,474.00	3
128	Homebound Teachers	10,000.00	1			10,000.00	1
162	Clerical Personnel					0.00	
163	Educational Assistants	214,784.00	16			214,784.00	16
171	Speech Pathologist	88,136.00	2			88,136.00	2
189	Other Salaries & Wages					0.00	
195	Certified Substitute Teachers	2,000.00				2,000.00	
198	Non-Certified Substitute Teachers	10,000.00				10,000.00	
201	Social Security	28,359.00	XXXXXXXX			28,359.00	XXXXXXXX
204	State Retirement	43,508.00	XXXXXXXX			43,508.00	XXXXXXXX
206	Life Insurance		XXXXXXXX			0.00	XXXXXXXX
207	Medical Insurance	105,449.00	XXXXXXXX			105,449.00	XXXXXXXX
208	Dental Insurance	600.00	XXXXXXXX			600.00	XXXXXXXX
210	Unemployment Compensation	4,574.00	XXXXXXXX			4,574.00	XXXXXXXX
212	Employer Medicare	6,633.00	XXXXXXXX			6,633.00	XXXXXXXX
299	Other Fringe Benefits		XXXXXXXX			0.00	XXXXXXXX
310	Contracts With Other Public Agencies	2,000.00	XXXXXXXX			2,000.00	XXXXXXXX
311	Contracts With Other School Systems		XXXXXXXX			0.00	XXXXXXXX
312	Contracts With Private Agencies	15,000.00	XXXXXXXX			15,000.00	XXXXXXXX
322	Evaluation & Testing		XXXXXXXX			0.00	XXXXXXXX
330	Operating Lease Payments		XXXXXXXX			0.00	XXXXXXXX
336	Maintenance And Repair Services - Equipment	300.00	XXXXXXXX			300.00	XXXXXXXX
356	Tuition		XXXXXXXX			0.00	XXXXXXXX
369	Contracts for Substitute Teachers - Certified		XXXXXXXX			0.00	XXXXXXXX
370	Contracts for Substitute Teachers - Non-Certified		XXXXXXXX			0.00	XXXXXXXX
399	Other Contracted Services		XXXXXXXX			0.00	XXXXXXXX
429	Instructional Supplies & Materials	13,396.00	XXXXXXXX			13,396.00	XXXXXXXX
449	Textbooks		XXXXXXXX			0.00	XXXXXXXX
499	Other Supplies & Materials		XXXXXXXX			0.00	XXXXXXXX
535	Fee Waivers		XXXXXXXX			0.00	XXXXXXXX
599	Other Charges (ESY)	25,000.00	XXXXXXXX			25,000.00	XXXXXXXX
725	Special Education Equipment	5,000.00	XXXXXXXX			5,000.00	XXXXXXXX
<b>71200</b>	<b>TOTAL EXPENDITURES</b>	<b>697,213.00</b>	<b>XXXXXXXX</b>	<b>0.00</b>	<b>0.00</b>	<b>697,213.00</b>	<b>XXXXXXXX</b>

NOTE: If this is a carryover - 21, complete "current budget" column only.

FINANCIAL INFORMATION (Continued)

IDEA, PART B

INITIAL CARRYOVER

BUDGET AMENDMENT # 2

PROJECT 12.01

ACCOUNT NO.	EXPENDITURES	CURRENT BUDGET	*FTE Positions	INCREASE	DECREASE	AMENDED BUDGET	*FTE Positions
72220	SUPPORT SERVICES (72000) SPECIAL EDUCATION PROGRAM STAFF						
105	Supervisor/Director	67,150.00	0.9			67,150.00	0.9
124	Psychological Personnel					0.00	
135	Assessment Personnel	27,800.00	0.75			27,800.00	0.75
161	Secretary(s)	35,998.00	1			35,998.00	1
162	Clerical Personnel	28,489.00	1			28,489.00	1
171	Speech Pathologist					0.00	
189	Other Salaries & Wages					0.00	
196	In-Service Training					0.00	
201	Social Security		XXXXXXX			0.00	XXXXXXX
204	State Retirement	9,885.00	XXXXXXX			9,885.00	XXXXXXX
206	Life Insurance	15,297.00	XXXXXXX			15,297.00	XXXXXXX
207	Medical Insurance		XXXXXXX			0.00	XXXXXXX
208	Dental Insurance	14,783.00	XXXXXXX			14,783.00	XXXXXXX
210	Unemployment Compensation	137.00	XXXXXXX			137.00	XXXXXXX
212	Employer Medicare	1,595.00	XXXXXXX			1,595.00	XXXXXXX
299	Other Fringe Benefits	2,313.00	XXXXXXX			2,313.00	XXXXXXX
307	Communication		XXXXXXX			0.00	XXXXXXX
308	Consultants	500.00	XXXXXXX			500.00	XXXXXXX
330	Operating Lease Payments		XXXXXXX			0.00	XXXXXXX
336	Maintenance & Repair Services -Equipment		XXXXXXX			0.00	XXXXXXX
348	Postal Charges		XXXXXXX			0.00	XXXXXXX
355	Travel		XXXXXXX			0.00	XXXXXXX
399	Other Contracted Services	1,000.00	XXXXXXX			1,000.00	XXXXXXX
499	Other Supplies & Materials		XXXXXXX			0.00	XXXXXXX
524	In-Service/Staff Development		XXXXXXX			0.00	XXXXXXX
599	Other Charges (Specify)	1,500.00	XXXXXXX			1,500.00	XXXXXXX
790	Other Equipment	2,500.00	XXXXXXX			2,500.00	XXXXXXX
72220	TOTAL EXPENDITURES	208,947.00	XXXXXXX	0.00	0.00	208,947.00	XXXXXXX

NOTE: If this is a carryover - 21, complete "current budget" column only.

FINANCIAL INFORMATION (Continued)

IDEA, PART B  INITIAL CARRYOVER  BUDGET AMENDMENT #  PROJECT

ACCOUNT NO.	EXPENDITURES	CURRENT BUDGET	*FTE Positions	INCREASE	DECREASE	AMENDED BUDGET	*FTE Positions
72710	SUPPORT SERVICES (72000)						
105	Supervisor/Director						
142	Mechanics						
146	Bus Drivers	45,603.00	3			0.00	
162	Clerical Personnel						
189	Other Salaries & Wages					45,603.00	3
196	In-Service Training	30,309.00	3			0.00	
201	Social Security					30,309.00	3
204	State Retirement	4,706.00				0.00	
206	Life Insurance	7,583.00				4,706.00	
207	Medical Insurance					7,583.00	
208	Dental Insurance	39,931.00				0.00	
210	Unemployment Compensation	242.00				39,931.00	
212	Employer Medicare	759.00				242.00	
299	Other Fringe Benefits	1,100.00				759.00	
307	Communication					1,100.00	
311	Contracts with Other School Systems					0.00	
312	Contracts with Private Agencies					0.00	
313	Contracts with Parents					0.00	
314	Contracts with Public Carriers					0.00	
315	Contracts with Vehicle Owners					0.00	
329	Laundry Service					0.00	
330	Operating Lease Payments					0.00	
338	Maintenance & Repair Service -					0.00	
340	Medical & Dental Services					0.00	
348	Postal Charges					0.00	
351	Rentals					0.00	
355	Travel					0.00	
399	Other Contracted Services					0.00	
412	Diesel Fuel					0.00	
418	Equipment & Machinery Parts					0.00	
424	Garage Supplies					0.00	
425	Gasoline					0.00	
433	Lubricants					0.00	
450	Tires & Tubes					0.00	
453	Vehicle Parts					0.00	
499	Other Supplies & Materials					0.00	
511	Vehicle & Equipment Insurance					0.00	
524	In-Service/Staff Development					0.00	
599	Other Charges (Specify)					0.00	
701	Administration Equipment					0.00	
729	Transportation Equipment					0.00	
72710	TOTAL EXPENDITURES	130,233.00		0.00	0.00	130,233.00	

NOTE: If this is a carryover - 21, complete "current budget" column only.

SUMMARY of FINANCIAL INFORMATION (Continued)

IDEA, PART B

INITIAL CARRYOVER

BUDGET AMENDMENT # 2 PROJECT 12.01

ACCOUNT SERIES	EXPENDITURES	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
71150	Alternative Schools				0.00
71200	Special Education Instruction	697,213.00			697,213.00
72120	Health Services				0.00
72130	Other Student Support				0.00
72215	Alternative Instructional Program				0.00
72220	Special Education Program Staff	208,947.00			208,947.00
72410	Office of Principal				0.00
72710	Transportation	130,233.00			130,233.00
99100-590	Transfer Out of Funds: Indirect Cost	10,184.00			10,184.00
*99100-590	Permissive Use of Funds:		11,835.00		11,835.00
	A. Adjustment to Local Effort				0.00
	B. School Wide				0.00
	C. Early Intervening Services				0.00
<b>TOTAL EXPENDITURES FOR SPECIAL EDUCATION</b>		<b>1,046,577.00</b>	<b>11,835.00</b>	<b>0.00</b>	<b>1,058,412.00</b>

Indirect Cost Rate: 2.30%

**NOTE:** If this is a carryover budget (21), complete "current budget" column only. Subtract out all expenditures for equipment prior to determining indirect cost amounts. Do Not include any "Permissive Use of Funds" expenditures when determining indirect cost amounts.

JUSTIFICATION

INCREASE

DECREASE

INITIAL .21 PROJECT

ACCOUNT NUMBER	EXPENDITURE ITEM	JUSTIFICATION
99100 504	Indirect Cost	Change due to increase in 12.01 allocation.

Marshall County Tribune Date: 2/8/2012 2/10/2012  
Bid Open Date: 2/21/2012  
Time Open: 1:00 PM  
Item Specifications: Toolroom Lathe  
# Bids Received: 1  
Visitors in Attendance: 0  
Bids Opened By: Shelia Cook-Jones and Judy Roberts

Company Bid Results:

HAAS Factory Outlet \$37,104.00  
1897 Gen George Patton Road  
Franklin, TN 37067

Additional:  
Lifetime Training and Support \$1,995.00  
CNCSkills Training.com \$400.00  
Lifetime Training and Support \$300.00

Board Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Bid Awarded to: \_\_\_\_\_ Date: \_\_\_\_\_

# Marshall County Virtualization Proposal

**MerIT Group**  
Intelligent IT Solutions

## Table

1. Introduction
2. Who is MerIT Group
3. Virtualization Considerations
  - Disaster recovery
  - Reduction of costs
  - High availability
4. Virtual Infrastructure
  - Software Components
  - Hardware Components
  - Design
5. Cost Itemization
6. Supporting Materials

## Introduction

Please accept this document as a MerIT Group response to the Marshall County Virtualization Project RFP. It is our intention to meet all requirements and conditions as stipulated in the RFP. If further documentation is required, please contact us and we will provide additional materials as needed.

## Who is MerIT Group

MerIT Group was founded by Jeff Henderson on January 10<sup>th</sup> 2011, and is a DBA name for Merit Consulting LLC.

Working in IT since 1997, Jeff gained real-world experience in some of Nashville's largest enterprises including Bridgestone\Firestone, CNA insurance, Bluestar Communications, and HCA. In 2000, Jeff was hired as a Systems Engineer at Education Networks of America (ENA). It is here that he was introduced to the unique needs and requirements existing in the education space. Soon after stepping into this position, both Jeff and ENA realized a unique opportunity. Jeff was able to utilize his talents, experience, and skills to assist Tennessee schools system customers in their quest to provide stable, functional, and scalable networks to educators and students. It was then that Jeff spearheaded and singularly became ENA's system side consulting services.

From 2004 - 2010, Jeff performed vast consulting projects in many of Tennessee's school systems. These projects ranged from enterprise deployments such as Active Directory, Exchange, SQL, Vmware based virtualization platforms, to disaster recoveries of all kinds, network\infrastructure architecture\design\implementations, to rebuilding environments from the ground up. Often he was called in to troubleshoot elusive issues. Other times he was used for guidance and future planning. With senior level expertise in infrastructure architecture\design, business continuity, workflow processes, and most facets considered in an education enterprise, Jeff quickly became uniquely adapted to designing, implementing, managing, and troubleshooting infrastructures specific to Tennessee school systems and the technology surrounding them. Over the years, working with the educators and the students in the Tennessee school systems grew to become a passion and purpose for Jeff. Some of the Tennessee districts supported include: Haywood, Marshall, Hickman, Houston, Maury, Cheatham, Hawkins, Clay, Washington, Franklin, Wilson, and many more.

Pursuant to his passion, in January 2011, Jeff founded MerIT Group with the following goals in mind:

- Dedicate 100% to the Tennessee public school systems by providing intelligent and reachable IT solutions
- Provide exceptional, 24/7, consistent, and effective support to a limited number of customers
- Leverage senior level expertise and skills to further customer infrastructures

With a reputation of honesty, integrity, reliability, and real world results, MerIT Group has remained a single employee business successfully supporting Tennessee school districts.

Jeff Henderson  
Microsoft Certification ID# 952093  
Nashville TN 37209  
(615) 417-5876

Merit Group  
USAC SPIN #: 143035905  
P.O Box 90781  
Nashville TN 37209  
(800) 385.0557 phone  
(800) 385.0567 fax

## Virtualization Considerations

Virtualization offers many benefits including the reduction of operating costs, reduced administrative duty, greater system manageability, lower deployment time, and disaster recovery preparedness. And while many of the technologies surround virtualization seem straight forward, it is important to architect and implement an infrastructure that will not only meet current needs, but also offer the scalability to grow as needs grow. To do so, one must identify key existing requirements and forecast future needs.

### Disaster Recovery

Although mission critical, proper disaster recovery preparedness is often either overlooked or ignored. From protecting critical data and production server system states, to providing high availability for mission critical applications, disaster recovery is a necessary and integral component for any enterprise.

Fortunately, one primary benefit of virtualization is increased disaster recovery tools and preparedness. By leveraging virtual machine image backups, virtual machines are protected against system state corruption or data loss. If the system corrupts, one can simply restore the entire virtual machine in a fraction of the time required to rebuild/restore to a physical server. The restored image is the exact system state at the time of backup. By using snapshots, virtualization offers protection against system corruption pre-maintenance, pre-update, or pre-application install. If the process corrupts the server, the administrator simply reverts to the snapshot and the virtual machine returns to the exact system state at the time the snapshot was taken.

Virtualization also protects against physical host outages as well. MerIT Group's proposed design leverages shared storage and multiple hypervisors or hosts. With this design, the virtual machine files are simultaneously accessible by both hosts. In the event of a host failure, the virtual machine can be simply inventoried on the remaining host(s) and brought back online in a matter of minutes as opposed to hours, days, or weeks.

Virtualizing Marshall County's production servers will not only provide greater protection against system corruption, but will offer fast, efficient, and minimal effort for restoration in the event of system disasters. Through careful examination of existing application servers, we will identify solutions ready for virtualization. And while the goal is not to virtualize for the sake of virtualization, site level application servers and centrally located application servers alike are all candidates. As physical systems reach end-of-life, instead of redeploying on new hardware, the existing image will be virtualized.

### Reduction of Cost

Imagine you have need for an average of 5 applications or solutions over 3 years, and each of these solutions requires a machine to run on. At an average cost of \$5,000.00/machine, you will spend \$20,000.00 on server hardware alone. And even with purchasing the minimal enterprise class server, the machines that you do purchase will be greatly underutilized simply due to the vast resources provided by current hardware. Now, imagine that instead of purchasing \$20,000.00 in stand-alone machines, you put the same amount toward a virtualization platform capable of

hosting 60 servers on virtual machines. Besides the many benefits of virtualization, you've gained the ability to run 60 servers for the cost of 5. While this example is hypothetical, it clearly demonstrates the potential cost savings associated with virtualization.

Virtualization takes advantage of resource rich machines by allowing the stable implementation of multiple operating systems or servers within virtual machines that run on one physical machine. The savings are obvious: maximize current hardware resources across multiple virtual machines and move from a one solution/one machine model to a many solutions/one machine model.

Besides hardware savings, virtualization saves costs in many other areas including, reduced power consumption and cooling costs, administrative time and duty, and potential support contracts.

Virtualizing Marshall County's application servers will decrease hardware costs, support and warranty costs, power consumption, and lower administrative duty.

## High Availability

Another primary feature of virtualization is high availability (HA). Just as the name suggest, HA offers the ability to keep applications/servers on line in the event of system outages, maintenances, or disasters.

Again, because Marshall County's design leverages shared storage between two hypervisors or hosts, the virtual machine files are simultaneously available to both hosts. Because of this, using a feature called vMotion, in the event a host is taken offline, the virtual machines can be administratively inventoried to the other host while never going offline or becoming unavailable to users.

In addition to manually migrating virtual machines from one host to another, the virtualization infrastructure offers the capability of automatically migrating virtual machines from host to host in the event of a host failure. Because the virtual machine files are located on shared storage, in the event of an abrupt host outage, the infrastructure initializes inventorying virtual machines running on the offline host onto the online host.

In summary, by implementing a virtual infrastructure leveraging shared storage and multiple hypervisor hosts, we will be able to virtualize Marshall County's application servers providing greater ease of management, greater disaster recovery preparedness, drastic reduction of costs, and high availability for those applications and solutions. Current and able hardware can be repurposed where new hardware would be needed, and end of life systems will be virtualized instead of migrated to new physical servers.

## Virtual Infrastructure

The virtualization infrastructure design MerIT group is recommending for Marshall County schools consists of the primary components detailed below.

### Software Components

- Virtualization Platform

In today's market there are many different platforms for building virtualization infrastructures. These range from Microsoft's HyperV, Novell's XEN, Linux/OpenSource KVM, and VMWare's vSphere. When it comes to ease of management, features, peer support, and scalability, VMware is the industry leader in virtualization and is the platform MerIT Group recommends for Marshall County. Considering Marshall County's needs, size, and budget, MerIT group recommends VMware vSphere Essentials Plus 5.0. Essentials Plus is priced as an entry level feature set while offering critical features such as vMotion, HA, and access to storage APIs required for image backups.

- vRangerPro Backup & Replication Software

MerIT Group is a reseller of Quest Software vRangerPro and has implemented it with every VMware customer. vRangerPro is a feature rich, easy to use, and highly reliable application used for not only backing up live VMware virtual machine images, but also replicate those images to a disaster recovery platform if one exists.

### Hardware Components

- Shared Storage

Shared storage is key to leveraging the many features available in a VMware Essentials Plus infrastructure. Because Marshall County has a Dell Equal Logic iSCSI SAN, it will be considered as the shared storage for the infrastructure. In the event the Dell Equal Logic is not available for repurposing, MerIT Group recommends a Dell MD3200i as configured in supporting documentation. With this iSCSI SAN configuration, Marshall County will be able to tier storage for critical high performance needs as well as less critical or performance necessary applications.

- iSCSI Network

The iSCSI network between the iSCSI SAN and VMware hypervisor hosts must be robust and redundant to provide disk I/O multipath. For this infrastructure, MerIT Group recommends two Dell PowerConnect 5524 switches.

- Hypervisors/Hosts

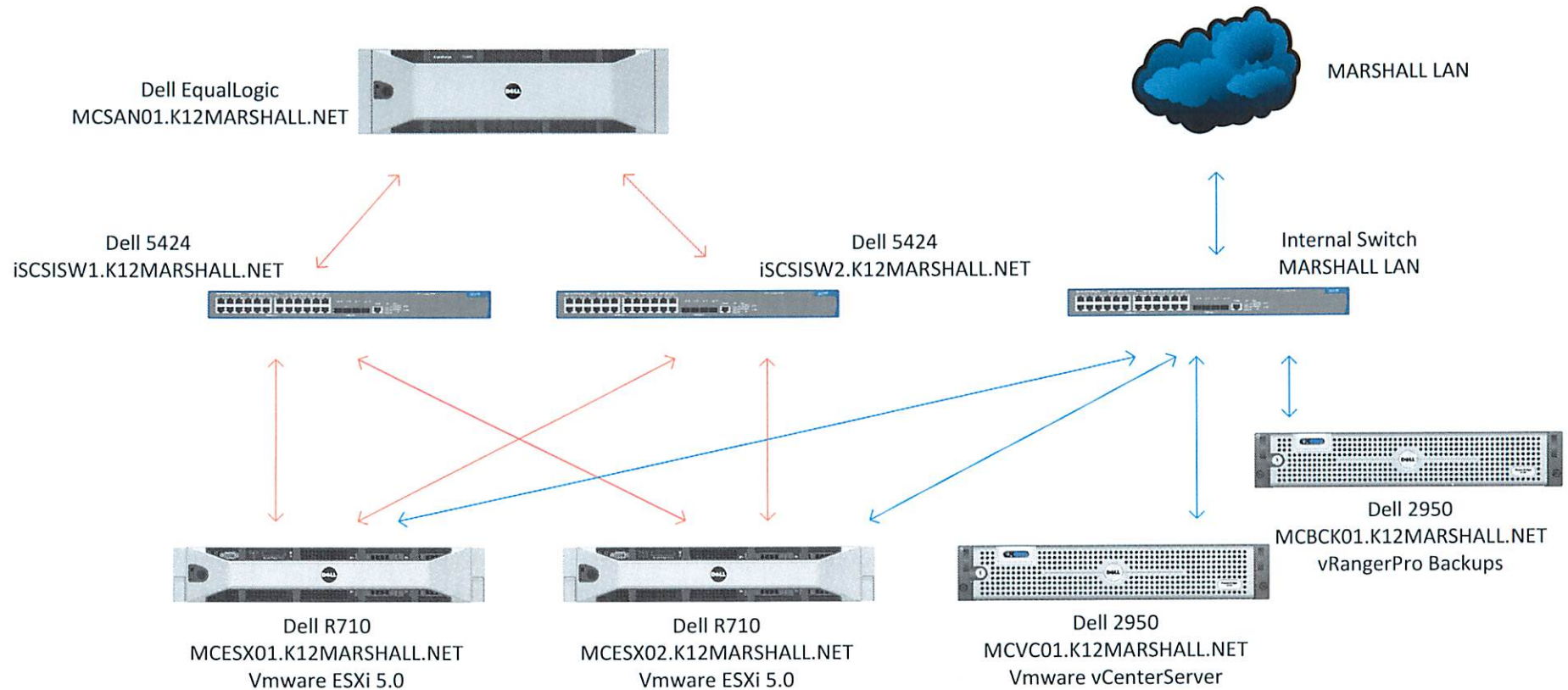
For the role of hypervisor ESXi hosts, MerIT Group recommends Dell R710s as configured in supporting documentation.

- vRangerPro Image backup server

It is critical to have reliable image backups of your virtual machines. This server requires reliable storage space and suitable system resources. Because it's a non-critical server, it can be a repurposed Dell 2950 or other existing asset.

# Marshall County Virtualization Infrastructure Design

V 1.0



## Basic Design:

- iSCSI SAN (HCSAN01.K12MARSHALL.NET) serves as shared storage for Vmware ESXi 5.0 infrastructure
- Two Vmware ESXi servers (HCESX01/02.K12MARSHALL.NET) connect to the iSCSI SAN via redundant Dell 5524 switches (iSCSISW1/SW2.K12MARSHALL.NET)
- Vmware Essentials infrastructure is controlled by vCenterServer (MCVC01.K12MARSHALL.NET)
- Each ESXi server is capable of running virtual machines stored locally and on the iSCSI SAN
- Virtual machines stored on iSCSI can be migrated from one ESXi host to another in the event of an outage or maintenance
- VM images are backed up via vRangerPro (MCDATA01.K12MARSHALL.NET)

## Cost Itemizations

- The prices listed below are full retail and do not include any discounts or incentives. Because of this, these are estimations and will most likely be less.
- This list includes the purchasing of new hardware. Marshall County has considerable assets in the form of a Dell Equal Logic and many Dell PowerEdge 2950 servers. While the software cost remains, existing assets can be evaluated and repurposed to alleviate the cost of the MD3200i and R710 servers. These decisions are better evaluated after Marshall has acquired accurate pricing through its Dell channels.

• Dell MD3200i as configured in supporting materials	\$18,130.00
• Dell PowerEdge R710 servers x 2	\$11,518.00
• Dell PowerConnect Switches x 2	\$1,816.00
• VMware vSphere Essentials Plus	\$2,222.00
• Quest Software vRangerPro x 4	\$2,796.00
• MerIT Group Consulting with new hardware	\$5,400.00
• MerIT Group Consulting with repurposed hardware	\$7,560.00

# Support Materials

## References

### Hawkins County Tennessee

Rosie Bailey  
200 North Depot Street  
Rogersville, TN 37857  
Phone: (423) 272-7629

#### Implementations & Services:

- Active Directory design, migration, and support
- VMware infrastructure design, implementation, and support
- Load balanced IIS\DFS\FTP infrastructure and support
- Microsoft Exchange architecture and implementation
- Data continuity
- Mission critical application server disaster recovery preparedness
- AVG infrastructure design, implementation, and support
- WSUS design, implementation, and support
- Enterprise monitoring
- ALS Web virtualization
- Project management
- System maintenance
- Special projects
- 24\7 on call, troubleshooting, and miscellaneous assistance

### Fentress County Tennessee

Wayne Crouch  
1011 Old Hwy. 127 S.  
Jamestown, Tennessee 38556  
phone: (931) 879-9218  
fax: (931) 879-4050

#### Implementations & Services:

- Active Directory design and support
- VMware implementation and support
- Data continuity
- Mission critical application server disaster recovery preparedness
- AVG infrastructure design, implementation, and support
- System management
- Special projects
- 24\7 on call, troubleshooting, miscellaneous assistance

Cheatham County Tennessee

Will Lockert  
102 Elizabeth Street  
Ashland City, TN 37015  
Phone: (615) 792-5664

Implementations and Services:

- Active Directory design and support
- Active Directory migration 2K\2K3
- Extensive Active Directory troubleshooting and revitalization post ATT\ENA transition
- Exchange 2003 design, implementation, and support
- VMware Infrastructure design, implementation, and support
- Virtualized Exchange 2010 design and implementation
- Vast miscellaneous troubleshooting of various systems, and applications

# MerIT Group

Intelligent IT Solutions

P.O. Box 90781 Nashville TN 37209 Phone: 1.800.385.0557 Fax: 1.800.385.0567  
info@merit-group.us

TO Marshall County Schools  
Attn: Suzanne Ingram  
700 Jones Circle  
Lewisburg, Tennessee, 37091  
phone: (931)359-1581  
Customer ID: mar

Date: 2.28.2012  
Quote: mar-qu001

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Jeff Henderson	VMWare Implementation	Net 30	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	-= Merit Consulting =-		
	-= [ VMware Implementation with new hardware ] =- <ul style="list-style-type: none"> <li>• Install new hardware               <ul style="list-style-type: none"> <li>○ Dell R710</li> <li>○ MD3200i</li> <li>○ PowerConnect 5524</li> </ul> </li> <li>• Configure iSCSI infrastructure</li> <li>• Configure VMware vSphere Essentials 5.0 infrastructure               <ul style="list-style-type: none"> <li>○ ESXi 5.0 on R710 configure idracs</li> <li>○ vCenterServer on PE2950</li> <li>○ integrate with iSCSI network</li> <li>○ Configure LUNS/DataStores/Multipath</li> </ul> </li> <li>• Configure vRangerPro backup server               <ul style="list-style-type: none"> <li>○ Dell PE2950</li> </ul> </li> <li>• Identify candidates for P2V migrations</li> <li>• Prepare migration plans</li> </ul>		<b>\$5,400.00</b>

	<p>-={ VMware Implementation with repurposed hardware }=-</p> <ul style="list-style-type: none"> <li>• Evaluate Existing hardware <ul style="list-style-type: none"> <li>○ PE 2950</li> <li>○ Equal Logic 6000</li> </ul> </li> <li>• Spec out hardware upgrades</li> <li>• Prepare environment for repurposing <ul style="list-style-type: none"> <li>○ Move backups off Equal Logic to new location</li> <li>○ Accommodate PE2950 usage</li> </ul> </li> <li>• Install hardware upgrades</li> <li>• Install repurposed hardware <ul style="list-style-type: none"> <li>○ PowerConnect 5524</li> </ul> </li> <li>• Configure iSCSI infrastructure</li> <li>• Configure VMware vSphere Essentials 5.0 infrastructure <ul style="list-style-type: none"> <li>○ ESXi 5.0 on R710 configure idracs</li> <li>○ vCenterServer on PE2950</li> <li>○ integrate with iSCSI network</li> <li>○ Configure LUNS/DataStores/Multipath</li> </ul> </li> <li>• Configure vRangerPro backup server <ul style="list-style-type: none"> <li>○ Dell PE2950</li> </ul> </li> <li>• Identify candidates for P2V migrations</li> <li>• Prepare migration plans</li> </ul>		\$7,560.00

THANK YOU FOR YOUR BUSINESS!

# MerIT Group

Intelligent IT Solutions

P.O. Box 90781 Nashville TN 37209 Phone:1.800.385.0557 Fax:1.800.385.0567  
info@merit-group.us

TO Marshall County Schools  
Attn: Suzanne Ingram  
700 Jones Circle  
Lewisburg, Tennessee, 37091  
phone: (931)359-1581  
Customer ID: mar

Date: 2.28.2012  
Quote: mar-qu002

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Jeff Henderson	Quest vRangerPro	Net 30	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
4	MNT VRANGER BACKUP AND REPLICATION PER CPU LICS w/1 year basic support	\$699.00	\$2,796.00
		<b>Total</b>	<b>\$2,796.00</b>

THANK YOU FOR YOUR BUSINESS!

# Print Summary

## Dell PowerConnect 5524

Starting Price \$1,297.00  
 Instant Savings \$389.00



Subtotal **\$908.00**

Chat Online  
 Now



As low as \$23.00/mo.

Dell Business Credit | Apply

Discount Details

Preliminary Ship Date: 3/1/2012

My Selections    All Options

• Dell PowerConnect 5524				
Date	2/28/2012 4:41:53 PM Central Standard Time			
Catalog Number	4 Retail 04			
Catalog Number / Description	Product Code	Qty	SKU	Id
<b>PowerConnect 5524:</b> PCT5524, 24 GbE Ports, Managed Switch, 10GbE and Stacking built-in	5524	1	[225-0847]	1
<b>Hardware Support Services:</b> Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only	PD	1	[929-2707] [931-2041] [934-8788] [939-9130] [939-9360]	29
<b>Installation Services:</b> No Installation	NOINSTL	1	[900-9997]	32



\*Offers subject to change. Taxes, shipping, handling and other fees apply. U.S. Dell Small Business new purchases only. LIMIT 5 DISCOUNTED OR PROMOTIONAL ITEMS PER CUSTOMER. LIMIT 5 VOSTRO OR INSPIRON UNITS PER CUSTOMER. Dell reserves right to cancel orders arising from pricing or other errors.

# Print Summary



## PowerEdge R710

Starting Price \$6,531.00  
 Instant Savings \$772.00

Subtotal **\$5,759.00**

Chat Online Now



As low as \$144.00/mo.

Dell Business Credit | Apply

Discount Details

Preliminary Ship Date: 4/24/2012

My Selections    All Options

- PowerEdge R710

Date	2/28/2012 5:29:11 PM Central Standard Time			
Catalog Number	4 Retail 04			
Catalog Number / Description	Product Code	Qty	SKU	Id
PowerEdge R710: Chassis for Up to 8, 2.5-Inch Hard Drives	R7108W	1	[224-8461]	1
SHIP: PowerEdge R710 Shipping	SHIPGRP	1	[330-4124]	2
Processor: Intel® Xeon® E5620 2.4Ghz, 12M Cache,Turbo, HT, 1066MHz Max Mem	E5620	1	[317-4112]	6
Installation Services: No Installation	NOINSTL	1	[900-9997]	32
Memory: 48GB Memory (12x4GB), 1333MHz Dual Ranked LV RDIMMs for 2 Procs, Optimized	48LVR20	1	[317-7368]	3
Additional Processor: Intel® Xeon® E5620 2.4Ghz, 12M Cache,Turbo, HT, 1066MHz Max Mem	2E5620	1	[317-1213] [317-4124]	7
Operating System: No Operating System	NOOS	1	[420-6320]	11
Hard Drive Configuration: RAID 1 for H700 or PERC 6/i Controllers, SSD Hard Drives	SSDR1	1	[341-9146]	27

<b>Internal Controller:</b>					
PERC 6/i SAS RAID Controller, 2x4 Connectors, P6IX8 Internal, PCIe,256MB Cache,x8		1	[341-8712]	9	
<b>Hard Drives:</b>					
1TB 7.2K RPM Near-Line SAS 6Gbps 2.5in Hot-plug Hard Drive	1THPHDD	2	[342-2001]	1209	
<b>Power Supply:</b>					
Energy Smart Power Supply, Redundant, 570W	RDPSUES	1	[330-3474]	36	
<b>Power Cords:</b>					
NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord	125V10F	1	[310-8509]	106	
<b>Embedded Management:</b>					
iDRAC6 Enterprise	IDRCENT	1	[467-8648]	14	
<b>Network Adapter:</b>					
Intel® Gigabit ET NIC, Quad Port, Copper, PCIe-4	IGBQP	1	[430-0657]	13	
<b>Rails:</b>					
ReadyRails™ Sliding Rails With Cable Management Arm	RRCMA	1	[330-3477]	28	
<b>Bezel:</b>					
Bezel	BEZEL	1	[313-7517]	17	
<b>Internal Optical Drive:</b>					
DVD ROM, SATA, Internal	DVD	1	[313-9092]	16	
<b>System Documentation:</b>					
Electronic System Documentation and OpenManage DVD Kit	EDOCS	1	[330-3485]	21	
<b>1st Hard Drive:</b>					
HD Multi-Select	HDMULTI	1	[341-4158]	8	
<b>Power Cords:</b>					
No Additional Power Cords	NOPWRCD	1	[310-9057]	38	
<b>Feature Upgrades for Embedded NIC Ports:</b>					
Dual Two-Port Embedded Broadcom® NetXtreme II 5709 Gigabit Ethernet NIC	OBNIC	1	[430-1764]	5	
<b>BIOS Setting:</b>					
Power Saving BIOS Setting	ESBIOS	1	[330-3491]	10	
<b>Riser Card:</b>					
Riser with 2 PCIe x8 + 2 PCIe x4 Slot	PCIEX8	1	[320-7886]	18	
<b>Hardware Support Services:</b>					
3Yr Basic Hardware Warranty Repair: 5x10 HW-Only, 5x10 NBD Onsite	U3OS	1	[992-8062] [993-2100] [993-8447] [993-8458] [993-8459] [994-4019]	29	
<b>Proactive Maintenance:</b>					
Maintenance Declined	NOMAINT	1	[926-2979]	33	



\*Offers subject to change. Taxes, shipping, handling and other fees apply. U.S. Dell Small Business new purchases only. LIMIT 5 DISCOUNTED OR PROMOTIONAL

# Print Summary



## PowerVault MD3200i

Starting Price \$20,440.00  
 Instant Savings \$2,310.00

Subtotal **\$18,130.00**

Chat Online Now

As low as \$453.00/mo.

Dell Business Credit | Apply

Discount Details

Preliminary Ship Date: 4/10/2012

My Selections    All Options

- PowerVault MD3200i

Date	2/28/2012 4:27:13 PM Central Standard Time			
Catalog Number	4 Retail 04			
Catalog Number / Description	Product Code	Qty	SKU	Id
<b>PowerVault MD3200i:</b> PV MD3200i,RKMNT,iSCSI, 12 Bay, Dual Controller	M32ID	1	[224-8206]	1
<b>Bezel:</b> Bezel Option, MD3200i	BEZEL	1	[313-9401]	17
<b>Hard Drives:</b> 2TB, NLSAS 6GB, 7.2K, 3.5 HDD	2TBNL6	5	[342-0002]	1209
<b>Hard Drives:</b> 900GB 10K RPM Serial-Attach SCSI 6Gbps 2.5in Hotplug Hard Drive,3.5in HYB CARR	900GAHH	7	[342-2972]	1209
<b>Rails:</b> Rapid Rails for Dell Rack	RRAIL	1	[330-6048]	27
<b>Power Cords:</b> No Additional Power Cords	NOPWRCD	1	[310-9057]	38
<b>Hardware Support Services:</b> 3Yr Basic Hardware Warranty Repair: 5x10 HW-Only, 5x10 NBD Onsite	U3OS	1	[922-5697] [926-9762] [927-1989] [929-6318] [931-2360] [994-4019]	29

<b>Installation Services:</b> No Installation	NOINSTL	1	[900-9997]	32
<b>Proactive Maintenance:</b> Proactive Maintenance: 1 event per year, Remote Delivery, 3 Year	ENTM1R3	1	[988-9449]	33
<b>Hard Drives:</b> HD Multi-Select	HDMULT	1	[341-4158]	8
<b>Software Data Protection and Performance Features:</b> No data protection software	NOSW	1	[410-1074]	1203



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snFG06



# Forrest School

310 North Horton Parkway

Chapel Hill, TN 37034

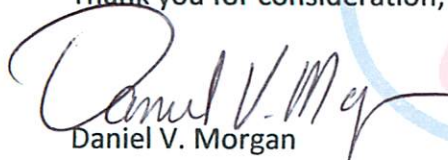
(931) 364-7260 Fax (931) 364-2928

2/26/12

Marshall County Board of Education,

The Forrest Lady Rockets are planning to take a trip to Disney World to play in their annual Christmas Tournament. The team would leave on the December 27, 2012 and would return on January 1, 2013. There would not be any cost to the county for transportation, lodging, and food. All funds for the trip would be raised by the players with help from the Rocket Basketball Booster Club.

Thank you for consideration,



Daniel V. Morgan

Principal



Scott Delk

Athletic Director



Jeremy Jean

Lady Rocket Basketball Coach

The MCHS Beta Club is requesting an extra fundraiser because we have agreed to supply honor cords and stoles to the honor graduates this year. The estimated cost of this unforeseen expense is \$475.

Accordingly, we are requesting the board's permission to host a Trivia Night fundraiser in the MCHS cafeteria on Friday, March 23, 2012, from 6pm to 9 pm.

Members of the community will pay entry fees of \$5 per person and make up teams of up to 6 members. Small prizes will be solicited from the business community, and the Beta Club will purchase small trophies for 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> place teams. Snacks and drinks will be donated by the Beta Club membership.

Thank you,



Tracy Bailey  
MCHS Beta Club Sponsor



**CONTRACT OF EMPLOYMENT**

**BETWEEN**

**JACKIE ABERNATHY**

**AND THE**

**MARSHALL COUNTY BOARD OF EDUCATION**

This Employment Contract is entered into this \_\_\_ day of \_\_\_\_\_, 2012, by and between the Board of the Marshall County Board of Education, hereinafter referred to as the "BOARD," and JACKIE ABERNATHY, hereinafter referred to as the "DIRECTOR." This contract repeals and replaces any other contract in effect as of the date specified above.

**WITNESSETH:**

**WHEREAS**, the BOARD is desirous of securing a DIRECTOR of Schools to supervise and direct the schools and educational programs offered by the schools under the general supervision of the BOARD; and

**WHEREAS**, the BOARD and the DIRECTOR believe a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational program of Marshall County Board of Education;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the BOARD hereby employs as DIRECTOR of Schools of the Marshall County Board of Education and the DIRECTOR hereby accepts such employment upon the terms and conditions as follows:

1. **EMPLOYMENT.** The BOARD, in accordance and consistent with its action as found in minutes of its meeting held on the 31<sup>st</sup> day of January, 2012, hereby elects and employs Jackie Abernathy and Jackie Abernathy does accept such employment, both in accordance with the terms and provisions herein contained.
2. **TERMS OF AGREEMENT.** The employment agreement for the DIRECTOR shall begin on \_\_\_\_\_, 2012 ("Commencement Date") and shall continue through and terminate on \_\_\_\_\_.
3. **RENEWAL OF EMPLOYMENT.** The parties may agree to enter into a new Agreement at the conclusion of this Agreement. The decision to enter into a new Agreement will be made no later than November 1, 20\_\_\_. The Parties agree that

if the BOARD does not enter into a new agreement with DIRECTOR on or before November 1, 20\_\_, the Board may relieve the director of her duties provided that the DIRECTOR is fully compensated through the end of the agreement.

4. **PROFESSIONAL CERTIFICATION.** The DIRECTOR shall maintain and furnish to the BOARD evidence of possession of a valid and appropriate license to act as DIRECTOR of Schools of this County consistent with the law of the State of Tennessee and the rules of the State Board of Education.
5. **DUTIES.** The DIRECTOR shall have full charge of the administration of the schools under the direction of the BOARD to include administration, financial matters, procurement and contracting, personnel matters and all other business and administrative matters concerning the school system. The DIRECTOR shall perform the duties specified in Tennessee Code Annotated as well as those listed in the job description for the DIRECTOR as adopted by the BOARD, or as it may be amended from time to time during the term of this contract. Such job description and any amendments made thereto are hereby incorporated in this contract by reference as if fully stated herein. The DIRECTOR shall adhere to the policies promulgated by the BOARD and shall have full authority to enforce such policies. Additionally, the DIRECTOR shall have authority to organize, reorganize and arrange the central office, including instruction and business affairs, as is deemed necessary, consistent with applicable law and school board policy. The DIRECTOR shall serve as secretary to the BOARD, shall attend each meeting of the BOARD unless excused by the BOARD, and shall serve as an *ex officio* member of each committee established by the BOARD.
6. **COMPENSATION.** The BOARD shall pay the DIRECTOR annual compensation that shall represent the mandated minimum salary schedule established by the State Board of Education for Directors of Schools including the average daily membership supplement and, further, shall pay a local supplement. Accordingly, the initial established salary under this contract shall be **\$110,000.00**. In addition to the foregoing, should the DIRECTOR attend the training sessions offered by the State Department of Education for school system chief executive officers, the DIRECTOR shall qualify for, and be paid the stipend attached to successful completion of the programs. The salary of the DIRECTOR shall be paid in installments in accordance with the policies of the Marshall County Board of Education governing the same for its full-time professional employees or as otherwise agreed. The BOARD may from time to time adjust the salary and, in doing so, shall adhere to the requirements of Article 21 herein. In no case shall the salary be adjusted below the amount set forth in this Article. Should the BOARD elect to amend the salary and/or benefits provided for herein, it should be understood that no new contract of employment is formed, nor is the date of termination of this agreement extended. Notwithstanding the preceding, the DIRECTOR shall be entitled to annual salary increases commensurate with the percentage or dollar increase of other licensed employees of the Marshall

County Board of Education as well as salary increases authorized by the State Board of Education.

7. **BENEFITS.** The DIRECTOR shall be eligible to participate in, on the same terms and conditions as other officers and employees, all benefits, including retirement benefits, established for the employees of the BOARD and the BOARD agrees to provide the following benefits to the DIRECTOR at BOARD expense:

- A. An employee health care plan that provides comprehensive medical expense benefits for individual health (hospitalization and major medical), and dental shall be provided by the Marshall County Board of Education. For health coverage, the DIRECTOR shall choose between the plans currently offered by the BOARD. The BOARD shall provided coverage for the DIRECTOR and her spouse as the director has elected not to have a car provided by the BOARD.

The BOARD shall provide the DIRECTOR a life insurance policy with a value of not less than ten thousand dollars (\$10,000) and, additionally, a policy covering long-term disability benefits. These policies shall be provided at no cost to the DIRECTOR.

- B. The DIRECTOR shall become a member of the Tennessee Consolidated Retirement System and the BOARD shall contribute the mandated contribution for the employer and the employee to the TCRS on behalf of the DIRECTOR in addition to the salary provided herein.

8. **PROFESSIONAL GROWTH.** In the interest of continuous growth, promotion, development, and advancement of the Marshall County Board of Education, the BOARD encourages the continuing professional growth of DIRECTOR through participation in:

- A. the operations, programs and other activities conducted or sponsored by local, state and national school administration and school board associations;
- B. seminars and courses offered by public or private educational institutions;
- C. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of DIRECTOR to perform professional responsibilities for the BOARD; and

D. visits to other institutions.

The Chairman of the Board shall approve all requested out-of-state travel of the DIRECTOR for such purposes. The DIRECTOR shall make a written, signed request in advance of such travel request. The Chairman shall indicate his approval by signing the advance request. The DIRECTOR shall make a full report to the BOARD upon return from such travel indicating the value of such travel to her personal growth and the benefits derived for the school system.

9. **PROFESSIONAL LIABILITY.** The BOARD shall maintain a group policy of professional liability insurance that includes coverage for the DIRECTOR. In the event that the terms of such policy are inapplicable or the limits exhausted, then the BOARD shall indemnify the DIRECTOR against claims or other legal proceedings which arise out of the DIRECTOR's actions within the scope of employment. This indemnification shall be granted to the extent permitted by the Tennessee Governmental Tort Liability Act, and especially TCA § 29-20-205(d). This indemnification shall cover all claims made and occurrences throughout the term of this Agreement and any extensions thereof. It shall not cover litigation or other claims in which the DIRECTOR should be found to be acting on a basis which would permit personal employee liability under the terms of TCA § 29-20-310(c), as those terms are established within the meaning of the Governmental Tort Liability Act. Under no circumstances shall any indemnity provision provided herein supplant existing professional liability insurance benefits of the DIRECTOR. In no case shall individual BOARD members be considered personally liable for indemnifying the DIRECTOR against such demands, claims, suits, actions, and legal proceedings.

If, in the good faith opinion of DIRECTOR, conflict exists regarding legal defenses to a third-party claim against the DIRECTOR and BOARD (*e.g.* pressing the defense of one party would tend to injure the other party), the DIRECTOR may engage separate counsel, and the BOARD shall indemnify the DIRECTOR for the costs of such counsel, subject to the same limitations, provisions, and exceptions set forth above. The BOARD shall not, however, be required to pay the costs of any legal proceeding in the event the BOARD and the DIRECTOR have adverse interests in any litigation.

10. **AUTOMOBILE.** Should the DIRECTOR use her personal vehicle for the BOARD's business outside of the county, the DIRECTOR will be reimbursed for mileage at the State rate upon presentation of receipts and/or documentation from the DIRECTOR.
11. **EMPLOYMENT RELATED EXPENSES.** The annual budget of the BOARD shall provide a specified appropriation for employment-related expenses required in the performance of the official duties of the DIRECTOR including, but not limited to, membership dues to TOSS and AASA, the reasonable and necessary

actual cost of tuition, housing and meals for attending national, state and local association conferences; the tools and equipment necessary for the efficient operation of the administrative offices including a cellular telephone (the Board will provide an allowance in accordance to DIRECTOR's costs not to exceed \$50.00 per month); the cost of registration, travel, and subsistence relating to the training programs which serve to continue professional education development or relating to the work of the school system.

12. **VACATION AND LEAVE.** The DIRECTOR shall be entitled to fifteen (15) vacation days per year and shall receive twelve (12) sick days per year. The DIRECTOR shall also be entitled to ten (10) paid holidays (New Years Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day), two (2) personal leave days and one (1) bereavement day per year. Accrued and unused sick leave days shall be transferred to the Tennessee Consolidated Retirement System at the termination of this contract.
  
13. **GOALS AND OBJECTIVES.** Within ninety (90) days after the effective date of this contract, and by the regular meeting occurring in August of each succeeding year of this contract, the BOARD, or a committee thereof, and the DIRECTOR shall meet to establish system goals and objectives for the ensuing school year and the plan for implementation of said goals and objectives. The BOARD and the DIRECTOR shall further establish the relative priority among those various goals and objectives. Said goals and objectives shall constitute the performance contract of the DIRECTOR, shall be reduced to writing, and be among the criteria by which the DIRECTOR is evaluated as hereafter provided. Such performance contract and any amendments made thereto are hereby incorporated in this employment contract by reference as if fully stated herein. On or prior to the regular meeting occurring in July of each year of this agreement, the BOARD and the DIRECTOR shall meet to establish BOARD goals and objectives for the next succeeding school year as well as long range planning and implementation of said goals and objectives, in the same manner and with the same effect as hereinabove described. It shall be agreed between the parties hereto that all goals and objectives formulated by the BOARD and the DIRECTOR shall generally be attainable within the time limitations specified for each. It shall be further agreed that the goals and objectives formulated pursuant to the requirements herein shall be subject to annual operating and capital budget appropriations.
  
14. **EVALUATION.**
  - A. BOARD recognizes that to insure the advancement and development of the Marshall County Board of Education and for the DIRECTOR to respond to the BOARD'S priorities and to grow in the performance of the job, the BOARD needs to make a regular evaluation of performance. To assure that the DIRECTOR receives proper and sufficient responses for

the BOARD, the BOARD shall evaluate and assess, in writing, the performance of the DIRECTOR. The BOARD and the DIRECTOR will schedule a structured performance evaluation at least once each fiscal year.

- B. This evaluation and assessment shall be reasonably related to the goals and objectives of the BOARD for the year in question and shall include performance criteria related to the DIRECTOR's working relationship with the BOARD, staff, students, and community at large.
  - C. The EXECUTIVE COMMITTEE shall submit to the BOARD a recommended format for this written evaluation and assessment of performance within forty-five (45) days after the goals and objectives are approved. The BOARD shall meet and discuss the evaluation format with the DIRECTOR, attempting in good faith to agree on the development and adoption of a mutually agreeable evaluation format.
  - D. At least once each fiscal year, prior to November 15, the BOARD and the DIRECTOR shall meet for the purpose of mutual evaluation of the performance of the DIRECTOR. If unsatisfactory in any respect, the BOARD shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the BOARD deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the DIRECTOR and the DIRECTOR shall have the right to make a written response to the evaluation. This response shall become a permanent attachment to the DIRECTOR's personnel file.
15. **LOYALTY.** The DIRECTOR shall devote full time, knowledge, skills, labor and attention solely and exclusively to the business, interests and operation of the Marshall County Board of Education. However, with the prior approval of the Chairman of the BOARD, the DIRECTOR may undertake speaking engagements, writing and other professional activities for honoraria and expenses, provided such activities do not interfere with the DIRECTOR's normal duties and responsibilities. The DIRECTOR may appeal any disapproval by the president to the full BOARD. The determination of the BOARD as to whether such other professional activities interfere with the discharge of DIRECTOR's duties and responsibilities hereunder shall be conclusive.
16. **TERMINATION OF AGREEMENT AND SEVERANCE TERMS.** This appointment may be terminated by:
- (a) Mutual agreement of the parties;
  - (b) Retirement of the DIRECTOR;

(c) Disability of the DIRECTOR.

Disability shall be defined as illness or incapacity, as determined by the Tennessee Consolidated Retirement System, or as evidenced by absence for more than one hundred twenty (120) days beyond that period of time for which the DIRECTOR would be entitled to sick leave and/or vacation leave and accompanied by a determination by the BOARD that such condition is permanent, irreparable or of such nature as will make the performance of the DIRECTOR's duties impossible.

If the DIRECTOR is permanently disabled, the BOARD shall have the option to terminate the contract and declare office vacant, with compensation to be continued after crediting any accrued sick leave, vacation, holidays and compensatory time in accord with the Tennessee Consolidated Retirement System and BOARD policies and applicable State of Tennessee laws. The DIRECTOR shall not be entitled to severance pay or any additional benefits in the event this option is exercised. If there is a gap between accrued sick leave, vacation, holidays and compensatory time and the beginning Tennessee Consolidated Retirement System payments, the BOARD will, at its expense, compensate the DIRECTOR at the same rate at which disability benefits begin.

If a question exists concerning the capacity of the DIRECTOR to return to duty or, for pertinent insurance purposes, the BOARD may require the DIRECTOR to submit to a medical examination to be performed by a doctor licensed to practice medicine. The examination shall be performed at BOARD expense.

(d) Discharge for cause:

Discharge for cause shall constitute conduct including, but not limited to, neglect of duty, insubordination, inefficiency, incompetence, or unprofessional conduct, in accordance with the laws of the State of Tennessee defined in Tennessee Code Annotated, 49-5-501 and 49-5-511 *et seq.*, as enacted or hereafter amended. Notice of discharge for cause shall be given in writing and shall contain at least ten (10) days notice that a hearing is to be convened. The DIRECTOR shall be entitled to appear before the BOARD to defend against such causes. If the DIRECTOR chooses to be accompanied by legal counsel at such meeting, the DIRECTOR shall be responsible for all costs involved in such representation. The DIRECTOR shall be provided a written decision detailing the findings of fact and conclusions reached during the hearing. This provision does not constitute a waiver of any rights the BOARD or the DIRECTOR may have to enforce this agreement in the courts under contract or other applicable law.

If, during the proceeding described herein, the BOARD offers or chooses to terminate the appointment in accordance with Article 17(e), the requirement of the hearing before the BOARD shall be deemed waived by the DIRECTOR.

(e) Unilateral Termination by BOARD:

The BOARD may, at its option, unilaterally terminate this Agreement. In the event of such termination the BOARD shall pay to the DIRECTOR, as severance pay all salary and benefits as defined in Article 6 and Article 7, herein, for the period of twelve (12) months or for the duration of this contract, whichever is shorter. Such severance pay shall be payable on a monthly basis.

To terminate this agreement under this provision, the BOARD shall notify the DIRECTOR of its election to terminate the agreement and the effective date of termination. Notice shall be in writing, personally delivered to the DIRECTOR or mailed via certified mail, return receipt requested, postage prepaid, addressed to the DIRECTOR at the DIRECTOR's last known address and disclosed for tax purposes to the Marshall County Board of Education business office. If mailed, such notice shall be considered effective when mailed, irrespective of when received.

The liquidated damages shall be deemed by the parties to fully and finally compensate the DIRECTOR for any and all claims that she may have against the BOARD, including, but not limited to, any claim for personal injuries, and for any and all claims or damages incurred by her of any kind or nature whatsoever, whether contractual, extra-contractual, compensatory or punitive, arising out of or relating to the unilateral termination of employment by the BOARD. Upon termination and payment of the liquidated damages, the DIRECTOR shall have no further rights or claims whatsoever against the BOARD, the individual members thereof or the Marshall County Board of Education regarding, or in any way relating to, this contract.

(f) Unilateral Termination by DIRECTOR (Resignation):

The DIRECTOR may, at her option, and with a minimum of sixty (60) days notification to the BOARD, unilaterally terminate this contract. In the event of such termination, the DIRECTOR shall have no right or entitlement to any severance pay and shall be entitled only to the salary and benefits accrued and unpaid as of the date of the effective date of resignation.

(g) Death of DIRECTOR:

If DIRECTOR shall die during the term of this Agreement, the BOARD shall pay to the estate of DIRECTOR the compensation which otherwise would be payable to DIRECTOR up to the end of the month in which DIRECTOR's death occurs. Thereafter, the BOARD shall have no further responsibilities hereunder, and this Agreement shall terminate automatically. The provisions hereof shall not be deemed to affect any other benefits which may be available to DIRECTOR's estate, including, but not limited to, those available under the applicable retirement programs, health insurance, and life insurance or otherwise.

17. **TENURE.** It is expressly understood that this Contract does not grant tenure to the DIRECTOR.
18. **UNILATERAL TRANSFER.** The BOARD shall not have the option to transfer the DIRECTOR to any other position within the school system for the duration of this contract and any extensions hereto.
19. **SEVERABILITY.** The Board and the DIRECTOR agree that, in the event that any part of a clause of this contract is made illegal under federal or state law, or are held to be illegal by any court having competent jurisdiction thereof, the remainder of this contract shall continue in full force and effect with such invalid part of clause elided there from.
20. **RESOLUTION OF CONTRACT DISPUTES.** If a dispute regarding the terms of this contract cannot be resolved between the parties, such dispute shall be heard in the Circuit or Chancery Court of Marshall County and shall be construed and enforced under and in accordance with the laws of the State of Tennessee.
21. **ENTIRE AGREEMENT AND AMENDMENT.** This contract contains the entire understanding of the parties and may be altered, amended or canceled only by the mutual agreement of the parties. In order for any amendment to be effective, said amendment shall be reduced to a writing, approved by the BOARD, signed by the parties, and appended to the original agreement.
22. **BINDING EFFECT.** This contract shall be binding upon and inure to the benefit of the BOARD, its successors and assigns, and shall be binding upon the DIRECTOR, her administrators, executors, legatees, heirs and assigns.
23. **HEADINGS.** Paragraph headings and numbers have been inserted for convenience of reference only. If there shall be any conflict between any such headings or numbers and the text of this agreement, the text shall control.
24. **MERGER OR CONSOLIDATION.** In the event of the merger of the Marshall County Board of Education with any other school system prior to the expiration of this agreement, if the DIRECTOR is not selected and the DIRECTOR of the merged school system, or of some autonomous subdivision thereof, she will be compensated in full for the salary and all other benefits and compensation to which she would have been entitled under the remaining term of this agreement, in one lump sum payment, on the day prior to the effective date of the merger. If the DIRECTOR is selected as DIRECTOR of the merged school system, then the BOARD and the DIRECTOR shall renegotiate the terms and conditions of this agreement to provide additional compensation therefore. For purposes of this paragraph, a change in the corporate status or other structure of the Marshall County Board of Education shall not be deemed a “merger or consolidation” if the change is instituted for the purposes of providing a unified, county-wide governance system, and if the change does not have the effect of causing the

DIRECTOR to report to some higher administrative officer, but, rather, leaves the DIRECTOR as chief executive officer of an autonomous school system, reporting only to a Board of Education.

**IN WITNESS HEREOF**, the BOARD has caused this contract to be executed in its name by its Chairman and the DIRECTOR has approved and executed this contract effective on the day and year specified within the introductory paragraph of this document.

\_\_\_\_\_, Chairman  
Marshall County Board of Education

\_\_\_\_\_, DIRECTOR of Schools

This contract was approved by vote of the school district board at a public meeting duly held on \_\_\_\_\_, 20\_\_ and has been made a part of the minutes for that meeting.

\_\_\_\_\_, Chairman

LEASE AGREEMENT  
BETWEEN  
MARSHALL COUNTY BOARD OF EDUCATION  
AND  
CHAPEL HILL LIONS CLUB

TERMS OF THE LEASE The terms of the lease shall be \_\_\_\_\_ payable to the Marshall County Board of Education from the Chapel Hill Lions Club.

The term of said lease is for \_\_\_\_\_ years beginning on \_\_\_\_\_.

The lease of the pavilion owned by the Chapel Hill Lions Club for a \_\_\_\_\_ lease.

DESCRIPTIONS:

Chapel Hill Lions Club will lease from the Marshall County Board of Education a strip of land measuring 40 feet by 70 feet.



# WATER AND WASTEWATER

P.O. Box 2787  
Lewisburg, Tennessee 37091

March 5, 2012

Mr. Roy Dukes, Director  
Marshall County Schools  
700 Jones Circle  
Lewisburg, TN 37091

Dear Mr. Dukes:

The Lewisburg Water and Wastewater Department of the City of Lewisburg entered into an agreement with the Tennessee Department of Environment and Conservation to rehab/replace certain privately owned sewer lines in lieu of paying a fine for sewer system overflow violations.

We have decided to rehab lines on publicly owned property not normally maintained by this department.

Due to sanitary sewer service backups on the line serving the Marshall County Middle School we have selected this line to be replaced at no charge to the school system.

I have spoken with Mr. Sheldon Davis about this line and we have marked the present location. We may have to re-route the line slightly in order to avoid the tennis court.

If you have any questions, please call me at 931-359-6831.

Sincerely,

*Kenneth E. Carr*

Kenneth E. Carr  
Superintendent

KEC/jlr



TO: Marshall County School Board  
FROM: Vicky Carlton, FBLA Advisor  
DATE: February 28, 2012  
SUBJECT: Overnight Stay

The FBLA of Conersville High School requests overnight stay for the Future Business Leaders of America State Conference. The conference will be held at the Chattanooga Convention Center April 15-18. Approximately 9 students will travel by vans and be accompanied by the sponsor, Vicky Carlton, Mrs. Rena Finely, and Mrs. Sally Hobbs.

Thanks in advance for your continued support!

*Approved Bob Edens  
2-28-12*

Marshall County Board of Education,

The Cornersville FFA Chapter would like to request permission to attend the State FFA Convention in Gatlinburg, Tennessee during the week of April 1<sup>st</sup> through the 4<sup>th</sup>. The FFA members will be chaperoned by Keith Vanhooser, Lane Worley, and a female chaperone to be named at a later date. There will be approximately twenty students attending the convention. The group will be traveling by school bus. Thank you for your consideration.

President Jessie Gower

Advisor Keith Vanhooser

Approved  
BB Edens  
3/1/12



Dear Board Members,

The Forrest FFA wants to take a trip to the Tennessee State FFA Convention in Gatlinburg, TN. We would be leavening on Saturday March 31, 2012 and returning Wednesday April 4, 2012. The students would depart Forrest School at 11:00 a.m. on Saturday and we would be returning at around 7:00 p.m. on Wednesday. I will be taking around 9 students from Forrest School in the school vans. The students will be learning about the way the state FFA organization operates and networking with students and advisors from all over the state of Tennessee. These students will also be able to talk to colleges and business form across the state. This trip would be a great opportunity for students to learn more about their FFA organization and the opportunities in the organization that are available to them. I would greatly appreciate the opportunity to take some of my students to experience this. Thank you for your time and consideration.

Sincerely,

Joshua Roberson  
FFA Advisor 931-703-5508

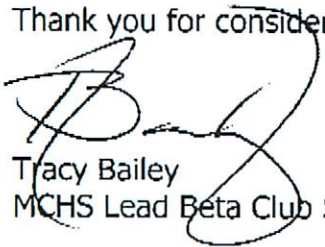
Dustie Strasser  
Chapter President

The MCHS Beta Club requests permission for an overnight trip to the Tennessee State Beta Club convention at the Opryland Hotel on Monday through Wednesday, April 9-11. Eight students will attend the convention, supervised by LMS teacher Jeff Morton.

Mr. Morton will drive 7 students in a school van, and one, Brooke Morton will ride with Mrs. Morton.

The Beta Club and the students will pay all charges for the trip.

Thank you for considering this request,



Tracy Bailey  
MCHS Lead Beta Club Sponsor



**Board Request for Marshall County High School  
FCCLA STATE MEETING**

**To: Mr. Roy Dukes, Director**  
**From: Keith Stacey, Principal**  
**Date: March 7, 2012**

MCHS is requesting permission to take FCCLA members to the state meeting at the Opryland Hotel in Nashville, TN. Students will be competing and serving as voting delegates. The dates of the trip are Tuesday, Wednesday and Thursday, April 10, 11, & 12.

We plan to leave MCHS at 8:00 a.m. on the 10th and return to MCHS by approximately 3:00 p.m. on the 12th. We plan to take school vans. Students will be accompanied by advisers Melanie Jordan and Linda Prince.