

**Regular Board Meeting**  
February 9, 2012 6:30 PM  
MCBOE

Attendance Taken at 6:30 PM.

Mr. Curt Denton:	Present
Mrs. Kristen Gold:	Present
Mr. Harvey Jones:	Present
Mrs. Barbara Kennedy:	Present
Mr. Mike Keny:	Present
Mr. Donnie Moses:	Present
Mr. Randy Perryman:	Present
Mr. Sam Smith:	Present
Mrs. Ann Tears:	Present

1. **Agenda**

Approve the evening's agenda Passed with a motion by Mr. Sam Smith and a second by Mrs. Ann Tears.

Mr. Curt Denton:	Yea
Mrs. Kristen Gold:	Yea
Mr. Harvey Jones:	Yea
Mrs. Barbara Kennedy:	Yea
Mr. Mike Keny:	Yea
Mr. Donnie Moses:	Yea
Mr. Randy Perryman:	Yea
Mr. Sam Smith:	Yea
Mrs. Ann Tears:	Yea

2. **Parent to Address Board**

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.

3. **Minutes**

Approve the minutes of the January 10 special called session, the January 12 regular session, and the January 31, 2012, special called session Passed with a motion by Mr. Donnie Moses and a second by Mr. Harvey Jones.

Mr. Curt Denton:	Yea
Mrs. Kristen Gold:	Yea
Mr. Harvey Jones:	Yea
Mrs. Barbara Kennedy:	Yea
Mr. Mike Keny:	Yea
Mr. Donnie Moses:	Yea
Mr. Randy Perryman:	Yea
Mr. Sam Smith:	Yea

Mrs. Ann Tears: Yea

4. **MCEA Report**

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.

5. **Financial Statement**

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

6. **Bonus Pay Breakdown**

The wrong bonus pay breakdown was included in the January board "packet". Even though Mr. Dukes said the correct total in his presentation (\$311,005.41), some board members stated the wrong total (\$323,184.13) during discussions; therefore, the correct breakdown is on this agenda for board approval.

Approve the bonus pay breakdown Passed with a motion by Mr. Harvey Jones and a second by Mr. Randy Perryman.

Mrs. Barbara Kennedy: Nay  
Mr. Curt Denton: Yea  
Mrs. Kristen Gold: Yea  
Mr. Harvey Jones: Yea  
Mr. Mike Keny: Yea  
Mr. Donnie Moses: Yea  
Mr. Randy Perryman: Yea  
Mr. Sam Smith: Yea  
Mrs. Ann Tears: Yea

7. **Resolutions**

Approve Resolution 1 which moves Federal Jobs Bill money from undesignated fund balance into salaries Passed with a motion by Mr. Donnie Moses and a second by Mr. Harvey Jones.

Mr. Curt Denton: Yea  
Mrs. Kristen Gold: Yea  
Mr. Harvey Jones: Yea  
Mrs. Barbara Kennedy: Yea  
Mr. Mike Keny: Yea  
Mr. Donnie Moses: Yea  
Mr. Randy Perryman: Yea  
Mr. Sam Smith: Yea  
Mrs. Ann Tears: Yea

Approve Resolution 2 which moves excess local funds from salaries into undesignated fund balance Passed with a motion by Mr. Donnie Moses and a second by Mr. Randy Perryman.

Mr. Curt Denton: Yea

Mrs. Kristen Gold: Yea  
Mr. Harvey Jones: Yea  
Mrs. Barbara Kennedy: Yea  
Mr. Mike Keny: Yea  
Mr. Donnie Moses: Yea  
Mr. Randy Perryman: Yea  
Mr. Sam Smith: Yea  
Mrs. Ann Tears: Yea

Approve Resolution 3 which is the implementation of the bonuses just approved Passed with a motion by Mr. Donnie Moses and a second by Mr. Harvey Jones.

Mrs. Barbara Kennedy: Nay  
Mr. Curt Denton: Yea  
Mrs. Kristen Gold: Yea  
Mr. Harvey Jones: Yea  
Mr. Mike Keny: Yea  
Mr. Donnie Moses: Yea  
Mr. Randy Perryman: Yea  
Mr. Sam Smith: Yea  
Mrs. Ann Tears: Yea

## 8. Committee Reports

### 8.1. Calendar Committee

#### 8.1.1. 2012-2013 School Calendar

Ms. Kennedy stated that the board's committee met jointly with the Teacher's 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 teacher's 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. 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.

With Mr. Dukes' recommendation, accept the calendar with February 15 added as a third Professional Development day Passed with a motion by Mr. Donnie Moses and a second by Mrs. Kristen Gold.

Mr. Harvey Jones: Nay  
Mr. Mike Keny: Nay

Mr. Randy Perryman:	Nay
Mrs. Ann Tears:	Nay
Mr. Curt Denton:	Yea
Mrs. Kristen Gold:	Yea
Mrs. Barbara Kennedy:	Yea
Mr. Donnie Moses:	Yea
Mr. Sam Smith:	Yea

8.2. Curriculum Committee

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.

8.3. Policy Committee

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. Leave policy 6.403 as it is Passed with a motion by Mr. Curt Denton and a second by Mr. Harvey Jones.

Mr. Curt Denton:	Yea
Mrs. Kristen Gold:	Yea
Mr. Harvey Jones:	Yea
Mrs. Barbara Kennedy:	Yea
Mr. Mike Keny:	Yea
Mr. Donnie Moses:	Yea
Mr. Randy Perryman:	Yea
Mr. Sam Smith:	Yea
Mrs. Ann Tears:	Yea

9. **Fund Raising requests**

Coach Dickie Adkins requests that the February and March fundraisers replace the September, October, and March (yard sale) fundraisers. He did

not do the September and October fundraisers due to his surgery.

Remove the donation dots fundraiser and approve the banner sponsorships  
Passed with a motion by Mrs. Kristen Gold and a second by Mr. Harvey  
Jones.

Mrs. Barbara Kennedy:	Abstain (With Conflict)
Mr. Curt Denton:	Yea
Mrs. Kristen Gold:	Yea
Mr. Harvey Jones:	Yea
Mr. Mike Keny:	Yea
Mr. Donnie Moses:	Yea
Mr. Randy Perryman:	Yea
Mr. Sam Smith:	Yea
Mrs. Ann Tears:	Yea

Remove the donation dots fundraiser and approve the banner sponsorships  
Passed with a motion by Mrs. Kristen Gold and a second by Mr. Harvey  
Jones.

Mrs. Barbara Kennedy:	Abstain (With Conflict)
Mr. Curt Denton:	Yea
Mrs. Kristen Gold:	Yea
Mr. Harvey Jones:	Yea
Mr. Mike Keny:	Yea
Mr. Donnie Moses:	Yea
Mr. Randy Perryman:	Yea
Mr. Sam Smith:	Yea
Mrs. Ann Tears:	Yea

**10. Donation of Scoreboards**

The board voted 9-0 to suspend the rules and allow MCHS principal Keith  
Stacey to tell about the scoreboards.

Approve talks between MCHS and Waste Management to possibly replace two  
existing scoreboards at Preston Hopkins/Joe George Field Passed with a  
motion by Mrs. Barbara Kennedy and a second by Mr. Curt Denton.

Mr. Curt Denton:	Yea
Mrs. Kristen Gold:	Yea
Mr. Harvey Jones:	Yea
Mrs. Barbara Kennedy:	Yea
Mr. Mike Keny:	Yea
Mr. Donnie Moses:	Yea
Mr. Randy Perryman:	Yea
Mr. Sam Smith:	Yea
Mrs. Ann Tears:	Yea

**11. Dual Enrollment Agreement**

Approve the Dual Enrollment Agreement between the Marshall County School System and Columbia State Community College Passed with a motion by Mrs. Ann Tears and a second by Mr. Randy Perryman.

Mr. Curt Denton: Yea  
Mrs. Kristen Gold: Yea  
Mr. Harvey Jones: Yea  
Mrs. Barbara Kennedy: Yea  
Mr. Mike Keny: Yea  
Mr. Donnie Moses: Yea  
Mr. Randy Perryman: Yea  
Mr. Sam Smith: Yea  
Mrs. Ann Tears: Yea

**12. Surplus Items**

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.

Approve the surplus list Passed with a motion by Mrs. Barbara Kennedy and a second by Mr. Harvey Jones.

Mrs. Ann Tears: Abstain (With Conflict)  
Mr. Curt Denton: Nay  
Mrs. Kristen Gold: Yea  
Mr. Harvey Jones: Yea  
Mrs. Barbara Kennedy: Yea  
Mr. Mike Keny: Yea  
Mr. Donnie Moses: Yea  
Mr. Randy Perryman: Yea  
Mr. Sam Smith: Yea

**13. Voice over IP (VoIP)**

Ms. Ingram addressed the board on Voice over Internet Protocol (VoIP). 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.

Transition to VoIP via ENA Dialtone Connect Passed with a motion by Mr. Curt Denton and a second by Mr. Harvey Jones.

Mr. Curt Denton: Yea  
Mrs. Kristen Gold: Yea  
Mr. Harvey Jones: Yea  
Mrs. Barbara Kennedy: Yea  
Mr. Mike Keny: Yea  
Mr. Donnie Moses: Yea  
Mr. Randy Perryman: Yea  
Mr. Sam Smith: Yea

Mrs. Ann Tears: Yea

Follow Ms. Ingram's recommendation to transition the four sites mentioned earlier to ENA Dialtone Connect Passed with a motion by Mrs. Kristen Gold and a second by Mrs. Barbara Kennedy.

Mrs. Ann Tears: Nay

Mr. Curt Denton: Yea

Mrs. Kristen Gold: Yea

Mr. Harvey Jones: Yea

Mrs. Barbara Kennedy: Yea

Mr. Mike Keny: Yea

Mr. Donnie Moses: Yea

Mr. Randy Perryman: Yea

Mr. Sam Smith: Yea

#### 14. **Director's Contract**

The contract will come back to the board for finalizing after it is developed by Sam Jackson and Jackie Abernathy.

Allow board attorney Sam Jackson to work with incoming Director of Schools Jackie Abernathy on developing her contract Passed with a motion by Mrs. Barbara Kennedy and a second by Mr. Harvey Jones.

Mr. Curt Denton: Yea

Mrs. Kristen Gold: Yea

Mr. Harvey Jones: Yea

Mrs. Barbara Kennedy: Yea

Mr. Mike Keny: Yea

Mr. Donnie Moses: Yea

Mr. Randy Perryman: Yea

Mr. Sam Smith: Yea

Mrs. Ann Tears: Yea

#### 15. **New Business**

There was no New Business.

#### 16. **Director's Report**

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 2012-2013 BEP budget: includes Coordinated School Health and Safe Schools; adds five extra students in each classroom; the system will formulate its own salary schedule.

##### 16.1. 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.

Structure Size: 40 x 70

Proceed with the process of allowing the Chapel Hill Lions Club to construct a pavilion at Forrest School Passed with a motion by Mr. Curt Denton and a second by Mrs. Ann Tears.

Mr. Curt Denton: Yea

Mrs. Kristen Gold: Yea  
Mr. Harvey Jones: Yea  
Mrs. Barbara Kennedy: Yea  
Mr. Mike Keny: Yea  
Mr. Donnie Moses: Yea  
Mr. Randy Perryman: Yea  
Mr. Sam Smith: Yea  
Mrs. Ann Tears: Yea

17. **Adjourn**

The meeting adjourned at 8:10 p.m.

18. **FYI**

- 18.1. Electric Dollar Comparison
- 18.2. Professional Development
- 18.3. CVHS FFA

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Chairperson

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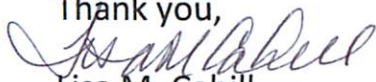
Superintendent

January 19, 2012

Mr. Dukes,

My name is Lisa Cahill and my daughter, Abbey, is in 4<sup>th</sup> grade at Chapel Hill Elementary School. My daughter has Cerebral Palsy and a seizure disorder and has been in Mrs. Hughes Special Education Class since Kindergarten. I am asking to speak to the Board at the February meeting to discuss the dire need of a CDC class at Forrest School. The money that is spent on bussing these children to Lewisburg can be spent on a teacher's salary. Currently these are the numbers of CDC students in the county; Chapel Hill Elementary 14, Marshall Elementary 13, Oakgrove 14, Cornersville 5, Lewisburg Middle 5 and Marshall County High 13. Remember that a CDC classroom at the Secondary level serves children until age 22. Therefore, the current CDC at Marshall County High School serves children from 9<sup>th</sup> grade until age 22! Imagine the overcrowding that will occur without a CDC classroom at Forrest School. I am a concerned parent who only wants the best for my child. I believe that moving my child away from her peers that she has known since Kindergarten is a detriment to her social development along with her safety. The peers protect our special children and love them! Please take the safety and wellbeing of our children into mind and keep them in their community school where they have a legal right to be!

Thank you,

  
Lisa M. Cahill  
364-5265

2326 Forrest Fields Dr.  
Chapel Hill, TN  
37034



January 12, 2012

The Marshall County Board of Education met in regular session on Thursday, January 12, 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. Denton made a motion, with a second by Mr. Jones, to approve the agenda. The motion passed 9-0.

Cornersville School teacher Brenda Daniel addressed the board appealing a reprimand that had been placed in her personnel file. Ms. Kennedy made a motion, with a second by Mr. Denton, to gather more information before rendering a decision on upholding or reversing the reprimand. A meeting will be scheduled by February 3 for the board to make a decision; Mr. Dukes will gather the information on behalf of the board. The motion passed 9-0.

Gary Davis, President of the Marshall County Branch NAACP, addressed the board regarding the selection process of the next Marshall County Director of Schools. He invited the board to attend a town hall meeting on Saturday, January 21 at 1:00 p.m. in the City Hall Annex.

Greg Horner, 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; if not, his son will have to come to Lewisburg next year to receive services.

Mr. Moses made a motion, with a second by Ms. Kennedy, to approve the minutes of the December 8, 2011, regular session. The motion passed 9-0.

In the MCEA report, MCEA president Patty Hill: announced the Countywide Spelling Bee on February 2 at 6:30 p.m. in the LMS auditorium; addressed the Jobs Bill funds; inquired about the availability of the board's calendar committee school calendar for the 2012-2013 school year (Ms. Kennedy stated it had been emailed today).

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

Journal Entry corrections were reviewed; no action was taken.

Ms. Kennedy made a motion, with a second by Mr. Jones, to approve a resolution to amend the General Purpose School Fund (see attached). The motion passed 9-0.

In the Calendar Committee report, Ms. Kennedy stated that the board's committee and the Teacher's Calendar Committee are currently looking over two calendars for the coming school year: one created by the teachers and one created after conversations with community members and parents. Supervisor of Secondary Instruction Julie Thomas has scheduled a Teacher Calendar Committee for Tuesday, January 24 at 3:30 p.m. in the Central Office; the board's Calendar Committee agreed to a joint meeting with the teachers.

Mr. Moses made a motion to approve the Federal budget (see attached). Mr. Perryman seconded the motion, and the motion passed 9-0.

Under Director's Evaluation, the board asked for clarification from the board attorney if providing copies of the evaluation would fulfill the board's requirement regarding Mr. Dukes' contract/evaluation.

In Director's Search Update, the Special Called meeting will reconvene Tuesday, January 17 at 6:00 p.m. to finalize questions and times for interviews. The board agreed to interview all four candidates on Saturday, January 28 beginning at 10:00 a.m.

Mr. Jones made a motion, with a second by Mr. Moses, to give school system employees a bonus as presented by Mr. Dukes. Prior to the vote, Mr. Keny and Ms. Tears read an ethics statement. The motion passed 7-2, with Ms. Kennedy and Mr. Smith voting no. With this vote, a resolution will be prepared to take the money out of Fund Balance to be distributed for Marshall County Board of Education employee bonuses.

There was no New Business.

During Director's Report, Mr. Dukes announced USS had completed the structural work at Forrest over the Christmas holiday; a drainage problem at Forrest needs to be addressed; as of January 10, the system has 5,338 students; 85 students graduated during Christmas; End of Course tests have been completed.

Mr. Perryman made a motion, with a second by Ms. Tears, to allow CVHS student Victor Palma to participate in boys' soccer at MCHS, since CVHS does not have a soccer program. The motion passed 9-0.

Continuing Director's Report, Mr. Dukes announced the Title III Accountability Information and District Status shows the system is in good standing based on 2010-11 test results; presented information on the Raptor System.

Ms. Gold scheduled a Curriculum Committee meeting for Thursday, January 26 at 6:00 p.m. at Marshall Elementary School.

Ms. Tears scheduled a Policy Committee meeting for Tuesday, January 31 at 5:30 p.m.

The meeting adjourned at 8:15 p.m.

Respectfully Submitted,

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Mike Keny, Chairman

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Roy Dukes, Director

January 10, 2012

The Marshall County Board of Education met in special called session on Tuesday, January 10, 2012, at 5:30 p.m. in the Board Conference Room at Jones School to discuss the Director's Search.

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

After discussions, the board voted yes or no on each applicant for Director of Schools; the candidates with at least five votes would be granted an interview with the board. The following reflects the votes for each candidate:

Abernathy	7	Miller	8	Shanks	0
Banyard	1	Murrey	0	Tisdale	5
Francis	3	Porter	3	Treece	1
Garrison	2	Royal	6	Williams	3
Kline	1				

Applicants receiving five or more votes: Jackie Abernathy, Larry Miller, William Royal, and Paul Tisdale. The board then took a vote on the candidates receiving three votes to determine if any would receive five votes, and therefore, an interview. The vote was as follows:

Francis	2	Porter	3	Williams	1
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The board asked board secretary Ms. Poole to perform an employment/background check on the two out-of-town candidates (Royal and Tisdale) before interviews are scheduled. The local applicants (Abernathy and Miller) have been/are long-term employees of this system; therefore, a verification of employment is not warranted for these candidates. Inquiries will include: confirm details on the application, including employment history and salary.

Applicants not selected for the initial interview process will not be notified they were not selected in the event the board chooses to interview others on the list.

The board decided to wait until after the four interviews to determine whether or not to narrow the field, and whether or not to take the narrowed field on school tours.

While discussing interview questions, concerns were expressed that the questions would become public record prior to interviews. This could result in an unfair advantage for some candidates. The board will seek legal advice on keeping interview questions private before the interviews. Other questions for legal opinion: does the board have to ask every candidate the same questions; can a board member contact a candidate with questions not on the interview sheet; can questions be given to the candidates in advance of the interviews? Decision was made that the chairman, vice chairman and chairman pro-tem would go through the questions

used in the 2008 Director's Search, choose questions from that list, and bring them back to the board.

In addition to questions used previously, the board decided to come up with a list of their own, requested the schools be asked for faculty-submitted questions, and announce in the newspaper and on the radio stations for members of the community to submit questions that could possibly be used during the interview process. The deadline to submit questions to Ms. Poole was set at 4:00 p.m. Friday, January 13. Board members mentioned that the public could also contact a board member to submit questions.

Mr. Jones made a motion, with a second by Ms. Kennedy, to have a psychological evaluation performed on the final two candidates if the final selection comes down to two. The motion failed 8-1 with Mr. Jones voting yes.

During discussions, the board tentatively decided to interview the week of January 23-26 (one per night) beginning at 6:00 each evening; a blind draw will decide the order of interviews.

The meeting recessed at 6:46 p.m. to continue Tuesday, January 17 at 6:00 p.m.

The Special Called meeting of the Marshall County Board of Education reconvened at 6:10 p.m. on Tuesday, January 17.

Members present were Curt Denton, Kristen Gold, Harvey Jones, Barbara Kennedy, Mike Keny, Donnie Moses, Randy Perryman, and Ann Tears. Sam Smith was absent.

(Covered in the January 12 board meeting during "Director's Search Update": TSBA's answers to board members' concerns voiced in the January 10 Special Called meeting; Saturday, January 28 will be the interview date; questions will be given to candidates ahead of time.)

Mr. Keny opened the meeting by asking for suggestions on the number of questions to ask and the timeframe of the interviews. Following discussions, the board agreed to require all candidates to be at the Central Office at 9:30 a.m. to answer a Chairman-selected essay question. An hour-and-fifteen-minute interview will be conducted, take a five-minute break, and begin the next interview; take a quick lunch (brought in), and conclude interviews by 4:00 p.m.

The board took a 15-minute break to allow each member a chance to study other members' questions, as well as previously used questions and the faculty- and community-submitted questions.

Each board member selected three questions from the lists; from these, the board narrowed the list to 18, with some being combined into one. The board categorized each question as Ms. Poole read them aloud. The board asked that submissions by faculty and the community be indicated as such when appearing on the final list.

After further discussions on the timeframe, the board agreed to wait until the morning of the interviews to draw names to determine interview order. Each candidate will be interviewed for

one hour and five minutes, plus a ten minute wrap-up by the candidate. Board members will have a fifteen-minute break between interviews. Interviews will be conducted at 10:00 a.m., 11:30 a.m., 1:15 p.m. and 2:45 p.m. with a short lunch break following the 11:30 interview.

Board members requested the questions be sent to them for a final review before sending them to the candidates.

The board decided to have the candidates in the Central Office at 9:00 a.m. to complete the essay question between 9:15 and 9:45; the board will draw names at the conclusion of the essay portion and begin interviews at 10:00.

Mr. Moses made a motion, with a second by Ms. Tears, to approve the 18 questions as read and the schedule as last discussed. The motion passed 8-0.

The meeting adjourned at 7:33 p.m.

Respectfully Submitted,

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Mike Keny, Chairman

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Roy Dukes, Director

January 31, 2012

The Marshall County Board of Education met in special called session on Tuesday, January 31, 2012, at 7:00 p.m. in the Board Conference Room at Jones School to discuss the Teacher Reprimand Appeal, Board Member Pay for Director Interview Day and the Director's Search.

Members present were Kristen Gold, Harvey Jones, Barbara Kennedy, Mike Keny, Donnie Moses, Randy Perryman, Sam Smith, and Ann Tears. Curt Denton was absent.

Mr. Smith made a motion, with a second by Mr. Perryman, to accept Mr. Dukes' recommendation that the reprimand remain in Ms. [Brenda] Daniel's file. During discussions, the board asked that, since the assignment to sit in on other teachers' classes was not a punishment, that such language be removed from the reprimand under Plan for Correction. Mr. Smith amended his motion, with a second by Mr. Perryman, to reflect this request. The motion passed 6-1-1, with Ms. Kennedy voting no and Ms. Tears abstaining.

Regarding board member pay for the Saturday, January 28 interviews of the Director of Schools applicants, Mr. Moses made a motion, with a second by Ms. Kennedy, to treat the interviews as a single meeting. After discussions, it was determined a motion was not needed; therefore, Mr. Moses withdrew his motion. Board members will be paid \$50.00 for the day.

Ms. Tears requested the following statement regarding the Director's Search be on record: If this board is serious about changing the direction of this school system and how it operates from the director, central office, administrative staff, principals, assistant principals, teachers and students, we should not rush in our decision-making of the new director. This board is conducting the director's search with no outside help; therefore, we should look at all factors that were presented from the resume', the experiences, essay written, and the interviews. We should take in consideration the input from our stakeholders, the community, and most importantly the school system staff from the administrators down to the custodians. Everybody is somebody. We have adequate time to do this and do it right so as to not jeopardize the reputation of this board and this school system. We must be good stewards of this county's monies and we owe it to the taxpayers, stakeholders and, most importantly, the children of this county to do our job professionally.

Ms. Tears made a motion that the board go back and review all information submitted from our candidates, let our stakeholders see all materials, and come back in our February meeting with our assessments and condense our search down to the final two and let our community greet and meet the final two, re-assess and then decide on our next director. The motion failed for lack of a second.

Mr. Smith made a motion to cast votes for our choice to serve as Director of Schools to succeed Mr. Dukes and if one of the four candidates receives five votes or more, we enter into contract negotiations with that individual, and if no candidate receives five votes, we take the two top

candidates and interview them a second time. Mr. Moses seconded the vote. The motion passed 7-1 with Ms. Tears voting no. By district, board members cast their vote as follows:

Perryman	Abernathy	Keny	Abernathy
Jones	Abernathy	Kennedy	Abernathy
Gold	Abernathy	Tears	Royal
Smith	Abernathy	Moses	Abernathy

Mr. Keny announced Jackie Abernathy as the next Director of Schools.

The board suspended the rules and allowed Ms. Abernathy, who was in the audience, to speak. She expressed her gratitude to the board and promised to do her best for the children of the school system.

Director's Contract will be on the February agenda.

The meeting adjourned at 7:25 p.m.

Respectfully Submitted,

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Mike Keny, Chairman

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Roy Dukes, Director

Summary Financial Statement  
DECEMBER 31, 2011

Fiscal Year Time Lapse: 50.00

141 GENERAL PURPOSE SCHOOL

Account	Description	-----Year-To-Date-----			-----DECEMBER-----		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
REVENUES							
40110	CURRENT PROPERTY TAX	8,161,592.00	3,018,928.48-	37.0	680,132.67	2,335,450.41-	343.4
40120	TRUSTEE'S COLLECTIONS - PRIOR YEAR	283,200.00	150,601.13-	53.2	23,600.00	24,216.97-	102.6
40125	TRUSTEE'S COLLECTIONS - BANKRUPTCY	25,133.00	5,621.78-	22.4	2,094.42	1,677.82-	80.1
40130	CIR CLK/CLK & MASTER COLLECTIONS-PR YR	51,576.00	43,295.86-	83.9	4,298.00	5,395.23-	125.5
40140	INTEREST AND PENALTY	30,513.00	19,017.23-	62.3	2,542.75	4,594.11-	180.7
40210	LOCAL OPTION SALES TAX	2,367,400.00	984,202.61-	41.6	197,283.33	162,358.22-	82.3
40350	INTERSTATE TELECOMMUNICATIONS	1,719.00	658.88-	38.3	143.25	157.80-	110.2
41110	MARRIAGE LICENSES	1,867.00	883.50-	47.3	155.58	133.00-	85.5
43570	RECEIPTS FROM INDIVIDUAL SCHOOLS	63,080.00	29,558.15-	46.9	5,256.67	8,406.39-	159.9
43583	TBI CRIMINAL BACKGROUND FEE	3,600.00	3,097.14-	86.0	300.00	769.14-	256.4
44130	SALE OF MATERIALS AND SUPPLIES	6,566.00	9,356.40-	142.5	547.17	0.00	0.0
44146	E-RATE FUNDING	78,000.00	0.00	0.0	6,500.00	0.00	0.0
44170	MISCELLANEOUS REFUNDS	148,222.00	61,990.61	41.8	12,351.83	6,578.80-	53.3
44180	EXPENDITURE CREDITS	101,132.00	39,470.03-	39.0	8,427.67	0.00	0.0
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	85.00-	7.0	100.50	20.00-	19.9
44570	CONTRIBUTIONS & GIFTS	0.00	450.00	0.0	0.00	0.00	0.0
46511	BASIC EDUCATION PROGRAM	22,779,000.00	11,865,775.00-	52.1	1,898,250.00	2,278,600.00-	120.0
46515	EARLY CHILDHOOD EDUCATION	183,926.00	0.00	0.0	15,327.17	0.00	0.0
46550	DRIVER EDUCATION	5,856.00	0.00	0.0	488.00	0.00	0.0
46590	OTHER STATE EDUCATION FUNDS	25,000.00	5,948.62-	23.8	2,083.33	0.00	0.0
46591	COORDINATED SCHOOL HEALTH - ARRA	90,000.00	90,000.00-	100.0	7,500.00	0.00	0.0
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	92,907.25-	476.8
46612	CAREER LADDER - EXTENDED CONTRACT	59,000.00	27,900.00-	47.3	4,916.67	27,900.00-	567.5
46615	CAREER LADDER-EXTENDED CONTRACT-ARRA	0.00	60,295.00-	0.0	0.00	0.00	0.0
46851	STATE REVENUE SHARING -T.V.A.	190,000.00	79,066.54-	41.6	15,833.33	0.00	0.0
46980	OTHER STATE GRANTS	0.00	164,400.54-	0.0	0.00	0.00	0.0
47147	SAFE AND DRUG-FREE SCHOOLS-ST GRANTS	150,000.00	0.00	0.0	12,500.00	0.00	0.0
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	16,643,539.00-	47.0	2,950,303.93	4,949,165.14-	167.8
Total GENERAL PURPOSE SCHOOL		35,403,647.00	16,643,539.00-	47.0	2,950,303.93	4,949,165.14-	167.8

G/L Month: 12 DECEMBER  
 Beginning Fund: 141 Beginning Function: 40000  
 Ending Fund: 141 Ending Function: 49999

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

Summary Financial Statement  
DECEMBER 31, 2011

Fiscal Year Time Lapse: 50.00

141 GENERAL PURPOSE SCHOOL

Account	Description	-----Year-To-Date-----			-----DECEMBER-----		
		Budget Estimate	Actual	Percent Of Budget	Estimate Avg/Mth	Actual	Percent Of Avg
EXPENDITURES							
71100	REGULAR INSTRUCTION PROGRAM	20,322,767.00-	8,249,503.39	40.6	1,693,563.91-	1,265,410.36	74.7
71150	ALTERNATIVE INSTRUCTION PROGRAM	108,190.00-	45,423.79	42.0	9,015.84-	9,026.24	100.1
71200	SPECIAL EDUCATION PROGRAM	2,236,856.00-	853,567.69	38.2	186,404.67-	112,642.65	60.4
71300	VOCATIONAL EDUCATION PROGRAM	1,532,509.00-	626,699.46	40.9	127,709.09-	121,571.61	95.2
72110	ATTENDANCE	181,640.00-	73,339.80	40.4	15,136.67-	12,434.70	82.1
72120	HEALTH SERVICES	207,866.00-	117,017.14	56.3	17,322.17-	18,701.73	108.0
72130	OTHER STUDENT SUPPORT	726,383.00-	330,265.46	45.5	60,531.90-	55,227.95	91.2
72210	REGULAR INSTRUCTION PROGRAM	1,343,890.00-	693,626.14	51.6	111,990.84-	116,332.85	103.9
72220	SPECIAL EDUCATION PROGRAM	73,834.00-	27,776.02	37.6	6,152.83-	3,170.40	51.5
72230	VOCATIONAL EDUCATION PROGRAM	78,062.00-	36,981.99	47.4	6,505.15-	6,544.24	100.6
72310	BOARD OF EDUCATION	465,695.00-	295,308.94	63.4	38,807.92-	55,393.60	142.7
72320	DIRECTOR OF SCHOOLS	219,630.00-	101,869.16	46.4	18,302.49-	16,365.54	89.4
72410	OFFICE OF THE PRINCIPAL	2,125,977.00-	986,440.24	46.4	177,164.74-	155,058.49	87.5
72510	FISCAL SERVICES	268,623.00-	123,713.18	46.1	22,385.27-	20,890.30	93.3
72610	OPERATION OF PLANT	3,217,152.00-	1,687,736.16	52.5	268,096.02-	234,976.94	87.6
72620	MAINTENANCE OF PLANT	1,073,894.00-	666,785.42	62.1	89,491.16-	81,133.46	90.7
72710	TRANSPORTATION	1,502,498.00-	756,260.60	50.3	125,208.16-	129,184.36	103.2
72810	CENTRAL AND OTHER	222,680.00-	85,405.16	38.4	18,556.67-	17,644.69	95.1
73400	EARLY CHILDHOOD EDUCATION	173,176.00-	49,795.39	28.8	14,431.33-	12,974.56-	89.9
76100	REGULAR CAPITAL OUTLAY	250,000.00-	45,252.57	18.1	20,833.33-	3,066.00	14.7
Total EXPENDITURES		36,331,322.00-	15,852,767.70	43.6	3,027,610.16-	2,421,801.55	80.0
Total GENERAL PURPOSE SCHOOL		36,331,322.00-	15,852,767.70	43.6	3,027,610.16-	2,421,801.55	80.0

G/L Month: 12 DECEMBER  
 Beginning Fund: 141 Beginning Function: 70000  
 Ending Fund: 141 Ending Function: 79999

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

Marshall County Schools  
 Bonus Pay Breakdown  
 General Purpose and Federal Programs  
 November 2011

General Purpose - Certified Employees:	# of Emp.	Bonus Pay(\$500)	Soc. Sec.	Retirement	Medicare	Unemploy.	Total Bonus
Full-Time	334	167,000.00	10,354.00	15,113.50	2,421.50	1,002.00	195,891.00
Part-Time	1	250.00	15.50	22.63	3.63	0.00	291.75
<b>Total GP: Full-Time Bonus</b>	<b>335</b>	<b>167,250.00</b>	<b>10,369.50</b>	<b>15,136.13</b>	<b>2,425.13</b>	<b>1,002.00</b>	<b>\$196,182.75</b>

General Purpose - N/Certified Employees:	# of Emp.	Bonus Pay(\$300)	Soc. Sec.	Retirement	Medicare	Unemploy.	Total Bonus
Full-Time	206	61,800.00	3,831.60	6,173.82	896.10	370.80	73,072.32
Part-Time	8	1,200.00	74.40	119.88	17.40	0.00	1,411.68
<b>Total GP: Part-Time Bonus</b>	<b>214</b>	<b>63,000.00</b>	<b>3,906.00</b>	<b>6,293.70</b>	<b>913.50</b>	<b>370.80</b>	<b>\$74,484.00</b>
<b>Total General Purpose Employees</b>	<b>549</b>					<b>Total GP Bonus</b>	<b>\$270,666.75</b>

Federal Programs - Certified Employees:	# of Emp.	Bonus Pay(\$500)	Soc. Sec.	Retirement	Medicare	Unemploy.	Total Bonus
Full-Time	10	5,000.00	310.00	452.50	72.50	0.00	\$5,835.00

Federal Programs - N/Certified Employees:	# of Emp.	Bonus Pay(\$300)	Soc. Sec.	Retirement	Medicare	Unemploy.	Total Bonus
Full-Time	14	4,200.00	260.40	419.58	60.90	0.00	\$4,940.88
<b>Total Federal Programs Employees</b>	<b>24</b>					<b>Total Federal</b>	<b>\$10,775.88</b>

<b>Food Service Employees</b>	# of Emp.	Bonus Pay(\$300)	Soc. Sec.	Retirement	Medicare	Unemploy.	Total Bonus
Full-Time	40	12,000.00	744.00	1,198.80	174.00	72.00	14,188.80
Part-Time (Bonus \$150)	23	3,450.00	213.90	344.66	50.03	20.70	4,079.28
<b>Total Food Service Employees</b>	<b>63</b>	<b>15,450.00</b>	<b>957.90</b>	<b>1,543.46</b>	<b>224.03</b>	<b>92.70</b>	<b>\$18,268.08</b>

<b>Central Office Personnel</b>	# of Emp.	Bonus Pay	Soc. Sec.	Retirement	Medicare	Unemploy.	Total Bonus
General Purpose - Certified Employees:	8	4,000.00	248.00	362.00	58.00	24.00	4,692.00
General Purpose - N/Certified Employees:	14	4,200.00	260.40	419.58	60.90	25.20	4,966.08
Federal Programs - Certified Employees:	1	500.00	31.00	45.25	7.25	0.00	583.50
Federal Programs - N/Certified Employees:	1	300.00	18.60	29.97	4.35	0.00	352.92
Food Service Employees - N. Certified	2	600.00	37.20	54.30	8.70	0.00	700.20
<b>Total Central Office Personnel</b>	<b>26</b>	<b>9,600.00</b>	<b>595.20</b>	<b>911.10</b>	<b>139.20</b>	<b>49.20</b>	<b>\$11,294.70</b>

<b>Total Bonus Pay</b>	<b>662</b>
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<b>Total Bonus</b>	<b>\$311,005.41</b>
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Marshall County Schools  
 Bonus Pay Breakdown  
 General Purpose and Federal Programs  
 Year 2010-2011

**Year 2010-2011**

General Purpose - Certified Employees:	# of Emp.	Bonus Pay(\$500)	Soc. Sec.	Retirement	Medicare	Unemploy.	Total Bonus
Full-Time	392	196,000.00	12,152.00	17,738.00	2,842.00	1,176.00	229,908.00
Part-Time	1	250.00	15.50	22.63	3.63	0.00	291.75
<b>Total GP: Full-Time Bonus</b>	<b>393</b>	<b>196,250.00</b>	<b>12,167.50</b>	<b>17,760.63</b>	<b>2,845.63</b>	<b>1,176.00</b>	<b>\$230,199.75</b>

General Purpose - N/Certified Employees:	# of Emp.	Bonus Pay(\$300)	Soc. Sec.	Retirement	Medicare	Unemploy.	Total Bonus
Full-Time	220	66,000.00	4,092.00	6,593.40	957.00	396.00	78,038.40
Part-Time	8	1,200.00	74.40	119.88	17.40	0.00	1,411.68
<b>Total GP: Part-Time Bonus</b>	<b>228</b>	<b>67,200.00</b>	<b>4,166.40</b>	<b>6,713.28</b>	<b>974.40</b>	<b>396.00</b>	<b>\$79,450.08</b>
<b>Total General Purpose Employees</b>	<b>621</b>					<b>Total GP Bonus</b>	<b>\$309,649.83</b>

Federal Programs - Certified Employees:	# of Emp.	Bonus Pay(\$500)	Soc. Sec.	Retirement	Medicare	Unemploy.	Total Bonus
Full-Time	17	8,500.00	527.00	769.25	123.25	0.00	\$9,919.50

Federal Programs - N/Certified Employees:	# of Emp.	Bonus Pay(\$300)	Soc. Sec.	Retirement	Medicare	Unemploy.	Total Bonus
Full-Time	13	3,900.00	241.80	389.61	56.55	0.00	\$4,587.96
<b>Total Federal Programs Employees</b>	<b>30</b>					<b>Total Federal</b>	<b>\$14,507.46</b>

Food Service Employees	# of Emp.	Bonus Pay(\$500)	Soc. Sec.	Retirement	Medicare	Unemploy.	Total Bonus
Full-Time	42	21,000.00	1,302.00	2,097.90	304.50	126.00	24,830.40
Part-Time (Bonus \$250)	25	6,250.00	387.50	624.38	90.63	37.50	7,390.00
<b>Total Food Service Employees</b>	<b>67</b>					<b>Total Food Serv</b>	<b>\$32,220.40</b>

<b>Total Bonus Pay</b>	<b>\$356,377.69</b>
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**RESOLUTION NO. \_\_\_\_\_  
 RESOLUTION AMENDING THE GENERAL PURPOSE SCHOOL  
 FUND FOR FISCAL YEARS 2010-2011-2012  
 TO EXPEND THE FEDERAL JOBS BILL FUNDS**

**WHEREAS**, the Marshall County Board of Education has received funds from the Federal Jobs Bill; and

**WHEREAS**, these funds were used to pay School employees' salaries.

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

Account	Account #	Debit	Credit
Undesignated Fund Balance	141-39000	\$1,200,504.00	
Gen Purpose School-Regular Instruction Program	141-71100		\$691,490.30
Gen Purpose School-Alternative Ed. Instruction	141-71150		\$3,601.51
Gen Purpose School-Special Ed. Instruction	141-71200		\$63,626.71
Gen Purpose School-Vocational Ed. Instruction	141-71300		\$51,621.67
Gen Purpose School-Attendance	141-72110		\$7,203.02
Gen Purpose School-Health Services	141-72120		\$8,403.53
Gen Purpose School-Other Student Support	141-72130		\$26,411.09
Gen Purpose School-Regular Ed Support	141-72210		\$45,619.15
Gen Purpose School-Special Ed. Support	141-72220		\$3,600.05
Gen Purpose School-Vocational Ed. Support	141-72230		\$2,401.01
Gen Purpose School-Director of Schools	141-72320		\$15,608.01
Gen Purpose School-Office of the Principal	141-72410		\$27,611.59
Gen Purpose School-Fiscal Services	141-72510		\$9,604.03
Gen Purpose School-Operation of Plant	141-72610		\$121,250.90
Gen Purpose School-Maintenance of Plant	141-72620		\$49,220.66
Gen Purpose School-Transportation	141-72710		\$61,225.70
Gen Purpose School-Early Childhood Education	141-73400		\$12,005.07

**Approved this 27th day of February, 2012.**

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

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

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

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

**RESOLUTION NO. \_\_\_\_\_  
 RESOLUTION AMENDING THE GENERAL PURPOSE SCHOOL  
 FUND FOR FISCAL YEARS 2010-2011-2012 TO RESERVE FUNDS**

**WHEREAS**, the Marshall County Board of Education has received funds from the Federal Jobs Bill; and

**WHEREAS**, these funds were IN EXCESS OF School employees' payrolls.

**NOW, THEREFORE BE IT RESOLVED** that the Honorable Board of Marshall County Commissioners approve and authorize the reserving of these funds as follows:

Account	Account #	Debit	Credit
Undesignated Fund Balance	141-39000		\$1,200,504.00
Gen Purpose School-Regular Instruction Program	141-71100	\$691,490.30	
Gen Purpose School-Alternative Ed. Instruction	141-71150	\$3,601.51	
Gen Purpose School-Special Ed. Instruction	141-71200	\$63,626.71	
Gen Purpose School-Vocational Ed. Instruction	141-71300	\$51,621.67	
Gen Purpose School-Attendance	141-72110	\$7,203.02	
Gen Purpose School-Health Services	141-72120	\$8,403.53	
Gen Purpose School-Other Student Support	141-72130	\$26,411.09	
Gen Purpose School-Regular Ed Support	141-72210	\$45,619.15	
Gen Purpose School-Special Ed. Support	141-72220	\$3,600.05	
Gen Purpose School-Vocational Ed. Support	141-72230	\$2,401.01	
Gen Purpose School-Director of Schools	141-72320	\$15,608.01	
Gen Purpose School-Office of the Principal	141-72410	\$27,611.59	
Gen Purpose School-Fiscal Services	141-72510	\$9,604.03	
Gen Purpose School-Operation of Plant	141-72610	\$121,250.90	
Gen Purpose School-Maintenance of Plant	141-72620	\$49,220.66	
Gen Purpose School-Transportation	141-72710	\$61,225.70	
Gen Purpose School-Early Childhood Education	141-73400	\$12,005.07	

**Approved this 27th day of February, 2012.**

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

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

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

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

**RESOLUTION NO. \_\_\_\_\_**  
**RESOLUTION AMENDING THE GENERAL PURPOSE SCHOOL, SCHOOL FEDERAL**  
**PROJECTS AND CENTRAL CAFETERIA FUNDS FOR FISCAL YEAR 2011-2012**  
**TO EXPEND FUNDS FOR BONUSES**

**WHEREAS**, the Marshall County Board of Education has approved bonuses for employees; and

**NOW, THEREFORE BE IT RESOLVED** that the Honorable Board of Marshall County Commissioners approve and authorize amending all three School Funds:

Account	Account #	Debit	Credit
Gen Purpose School-Undesignated Fund	141-39000	\$280,324.83	
Gen Purpose School-Regular Instruction Program	141-71100		\$188,266.50
Gen Purpose School-Alternative Ed. Instruction	141-71150		\$2,941.00
Gen Purpose School-Special Ed. Instruction	141-71200		\$2,334.00
Gen Purpose School-Vocational Ed. Instruction	141-71300		\$1,050.30
Gen Purpose School-Attendance	141-72110		\$1,289.34
Gen Purpose School-Health Services	141-72120		\$2,117.52
Gen Purpose School-Other Student Support	141-72130		\$11,359.60
Gen Purpose School-Regular Ed Support	141-72210		\$17,461.30
Gen Purpose School-Special Ed. Support	141-72220		\$15,461.30
Gen Purpose School-Vocational Ed. Support	141-72230		\$352.00
Gen Purpose School-Director of Schools	141-72320		\$936.42
Gen Purpose School-Office of the Principal	141-72410		\$8,169.00
Gen Purpose School-Fiscal Services	141-72510		\$705.84
Gen Purpose School-Operation of Plant	141-72610		\$10,352.25
Gen Purpose School-Maintenance of Plant	141-72620		\$3,882.12
Gen Purpose School-Transportation	141-72710		\$11,895.84
Gen Purpose School-Early Childhood Education	141-73400		\$1,750.50
School Federal Projects-Other Fed thru State	142-47590	\$11,712.30	
School Federal Projects-Reg Instruction Prog	142-71100		\$11,712.30
Central Cafeteria-Miscellaneous Refunds	143-44170	\$18,968.28	
Central Cafeteria-Food Service	143-73100		\$18,968.28

**Approved this 27th day of February, 2012.**

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

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

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

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

# 2012-2013

## Notes

July '12						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August '12						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						18

September '12						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						19

October '12						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						18

November '12						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
						19

December '12						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					13

January '13						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						19

February '13						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		
						19

March '13						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						16

April '13						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
						22

May '13						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						17

June '13						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

<http://www.vertex42.com/calendars/>

- Administrative Day #1, August 6
- Abbreviated Day, August 7, 9:30 am dismiss
- Administrative Day #2, August 8
- Labor Day, September 3
- Parent Teacher Conference, Sept. 20 (3-6)
- Professional Development, Sept. 21
- Fall Break, October 15-19
- Thanksgiving Break, November 21-23
- Testing Dates, December 4-7 EOC, CRA 3&7
- Abbreviated Day, Dec. 19, 11:30 am dismiss
- Winter Break, December 20-January 2
- Professional Development, January 3
- Administrative Day #3, January 4
- MLK Day, January 14
- Testing Dates, Writing Assessment Feb. 5-6
- Parent Teacher Conference, February 12 (3-6)
- President's Day, February 18
- Testing Date, ACT, March 19
- Spring Break, March 25-29
- Testing Date, ACT Make-up, April 2
- TCAP, ELSA, MAAS, April 22 - May 3
- Testing Dates, EOC, May 7-10
- Abbreviated Day, May 23 Students' Last Day
- Administrative Day #4, May 24
- Memorial Day, May 27

Parents please note: December 19, 11:30 am abbreviated day, buses will run on this day.

No buses will run on August 7 or May 23 for 9:30 am abbreviated days.

Calendar as of 1/24/12 by Teacher Committee

# Marshall County Board of Education

Monitoring: <b>Review: Annually, in September</b>	Descriptor Term: <b>School Calendar</b>	Descriptor Code: <b>1.800</b>	Issued Date: <b>10/12/99</b>
		Rescinds: <b>AEA</b>	Issued: <b>07/28/93</b>

No later than the end of the school year, the Board will adopt, upon the recommendation of the director of schools, an official school calendar for the succeeding school year. The calendar will identify holidays, vacation days, and other extensions of the school year. The calendar may be revised by the Board, upon recommendation of the director of schools, due to inclement weather or other factors.

The regular school year shall be 200 days<sup>1</sup> and scheduled as follows:

- A minimum of 180 student attendance days;
- A minimum of five (5) days in-service education for all certificated personnel;
- One (1) day for parent-teacher conferences;
- Ten (10) days paid vacation for all certificated personnel; and
- Four (4) discretionary days.

Extended contracts shall include twenty (20) days for each additional month employed.

The director of schools shall plan each year's program accounting for a 200-day year and shall recommend it to the Board for approval. The calendar shall be distributed to the school staff at the opening of the school term.

## STUDENT ATTENDANCE DAYS

When schools are closed because of emergencies or unforeseen circumstances such as epidemics or inclement weather, the time lost shall be made up to the required minimum unless otherwise approved by the State Department of Education.

## IN-SERVICE EDUCATION

Each day of in-service education included in the school calendar shall be equivalent to not less than six (6) hours of planned activities.<sup>2</sup>

## DISCRETIONARY DAYS

Four (4) discretionary days shall be included in the calendar and may be designated by the Board as student attendance days, in-service days or administrative days, which may be used by administrators, faculty and staff for preparation for commencement of classes, record keeping, grading examinations, parent-teacher conferences and other classroom functions.<sup>1</sup>

### Legal References:

1. TCA 49-6-3004
2. State Board of Education Guidelines for Planning Approvable In-Service Education Activities

### Cross References:

- Compensation Guides and Contracts 5.110
- In-Service & Staff Development Opportunities 5.113
- Attendance 6.200

# Marshall County Board of Education

Monitoring: <b>Review: Annually, in May</b>	Descriptor Term: <b>Student Communicable Diseases</b>	Descriptor Code: <b>6.403</b>	Issued Date: <b>08/14/08</b>
		Rescinds: <b>6.403</b>	Issued: <b>02/08/00</b>

1 No student will be denied an education solely because of a communicable disease or parasite or fungal  
2 infestation, and his/her educational program shall be restricted only to the extent necessary to minimize  
3 the risk of transmitting the disease.

4  
5 Parents or guardians of infected students shall inform appropriate school officials of the infection so  
6 that proper precautions for the protection of other students, employees, and the infected student shall  
7 be taken.

8  
9 No student with a communicable disease which may endanger the health of either himself/herself or  
10 other individuals will enter or remain in the regular school setting.<sup>1,2</sup> If a school principal has reason to  
11 believe a student has a communicable disease which may endanger the health of either himself/herself  
12 or other individuals in the regular school setting, the principal shall assign the student to a setting which  
13 will protect other students, employees and the student himself/herself.

14  
15 If the principal has reason to believe that the student has a long-term communicable disease, the prin-  
16 cipal must require confirmation from a physician or the County Health Department as to the student's  
17 condition. If the student is confirmed to have a long-term communicable disease, the principal shall  
18 refer the student for special education services.<sup>3</sup>

19  
20 The principal may request that further examinations be conducted by a physician or County Health Depart-  
21 ment and may request periodic re-examinations after the student has been readmitted to the school.<sup>2</sup>

22  
23 The names of all students excluded from school under this policy will be filed at each school, with the  
24 health provider or designee. (All student records are confidential.)

25  
26 *Procedures for implementing local board policies are on file in the district CSH procedures*  
27 *manual.*

## 28 29 **HEAD LICE**

30  
31 No student will be denied an education solely by reason of head lice infestation and his educational program  
32 shall be restricted only to the extent necessary to minimize the risk of transmitting the infestation.

33  
34 It shall be the responsibility of the principal or school nurse to notify the parents in the event a child  
35 has pediculosis (head lice and/or nits). A letter will be sent home by the child to explain the condition,  
36 requirements for readmission and deadlines for satisfactory completion of the treatment.

37  
38 Upon exclusion, satisfactory evidence must be submitted to school personnel that the student has been  
39 treated for pediculosis (head lice and/or nits). This evidence may include but not be limited to:  
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- (1) proof of treatment with a pediculicide product (head lice shampoo); and
- (2) satisfactory examination by a school health official.

Treatment and prevention procedures will be developed by the director of schools/designee/school nurse and distributed to all classroom teachers.

Any subsequent incidents of head lice for that student during the school year will require submission of satisfactory evidence of treatment for head lice and be found free of nits by a school health official.

A student will be expected to have met all requirements for treatment and return to school no later than two (2) days following exclusion for head lice and/or nits. All days in excess of the allowable period will be marked an unexcused and referred to the attendance supervisor at the proper time.

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.

Legal References:

- 1. TRR/MS 0520-1-3-.08(2)(c)
- 2. TCA 49-2-203(b)(2)
- 3. TRR/MS 0520-1-3-.08(2)(g)(2)(v)

Cross References:

- Special Education 4.202
- Special Programs 4.206

# Fund Raising Requests For MCHS (Tennis) School For the 2011-12 School Year

*This Form Must Be Turned In to Director of Schools by June 1st. It Must Receive Board Approval.*  
List Any and All Fundraising Activities Including Assembly Programs, Ballgames, and PTO or Booster Club Activities That Involve Students.

Principal's Signature Keith Stacy

Specific Organization	Date To Begin	Specific Activity or Product	Who Is Involved In This Activity	Proposed Use Of Funds Raised	Current Funds In Account	Estimated Profit	Last Yr's Profit	Dir. App.	
								Y	N
Tennis	Sept Oct	Wrist bands	PLAYERS	gas Tennis balls	\$2000	\$300			
Tennis	Aug	Football Programs	Coaches & Players	gas Tennis balls etc.	\$2000	\$400			
Tennis	Oct	Tennis Town.	"	gas Tennis ball etc.		600. <sup>12</sup>			
Tennis	March	Yard Sale	"	gas etc.		300. <sup>18</sup>			
Tennis	Feb 2012	Donation Dots	PLAYERS & Coaches	Tennis balls, gas trophies, equipment	\$600	\$1500 to \$2000	\$600		
Tennis	March or April	Sponsors For Brunner	PLAYERS & Coaches	Tennis balls, gas trophies, equipment	\$600	\$1200	\$600		



# *Marshall County High School*

597 WEST ELLINGTON PARKWAY  
LEWISBURG, TENNESSEE 37091  
TELEPHONE: 931-359-1549  
FAX: 931-359-4784

February 2, 2012

Dear Marshall County School Board Members:

Marshall County High School and Waste Management has met to discuss the possibilities of their corporation replacing our two existing scoreboards at Preston Hopkins/Joe George Field. We respectfully request your permission to accept these two boards if and when it is determined that they may be donated.

Respectfully,

A handwritten signature in blue ink that reads "Keith Stacey".

Keith Stacey  
Principal

## **Dual Enrollment Agreement**

between

Marshall County School System

and

Columbia State Community College

### **Dual Enrollment**

Marshall County will continue in its agreement with Columbia State Community College (CSCC) at the Lewisburg Campus. Students may earn high school and post-secondary credit simultaneously in an approved Dual Enrollment course.

### **Eligibility**

To be eligible for Dual Enrollment, each student must:

- Be an 11<sup>th</sup> or 12<sup>th</sup> grader;
- Have a cumulative high school GPA of at least 3.0 or have an ACT/Plan composite score of 19;
- Must meet all course placement requirements and pre-requisites listed in the Columbia State Community College catalog as indicated for the course;
- Submit a Dual Enrollment Application complete with signatures of consent from the parent/guardian and high school principal/guidance counselor. Applicants are required to submit a one-time nonrefundable fee of \$10 with their initial Application for Admission;
- Submit an official high school transcript;
- Submit ACT/SAT scores, if taken.

To continue in dual enrollment, students must maintain a 2.0 cumulative college GPA.

### **Enrollment Procedures**

For a student to participate in a Dual Enrollment course, a parent or guardian must give written permission on a form provided by the school guidance office.

The principal and/or guidance counselor must approve the student's participation in each course.

Students must submit a Dual Enrollment application, official high school transcript, and official ACT/Plan scores to the CSCC Admissions and Records Office. Appropriate shot records should also be included.

Students approved for participation will be dismissed from school first block or fourth block each day for the period of their enrollment. If a student schedules a CSCC course during first period, s/he will be given special permission to arrive at the respective high school by 2<sup>nd</sup> block class.

Eligible students may enroll for any approved class taught during the school semester after school hours for high school credit. Students will be eligible to leave 4<sup>th</sup> block.

If a student enrolls in two Dual Enrollment courses, scheduled back-to-back during 3<sup>rd</sup> and 4<sup>th</sup> blocks, s/he can be given special permission to check out of school at the end of the second block to attend Columbia State Community College in Lewisburg during the semester of enrollment.

### **Tennessee Dual Enrollment Grant**

Secondary students must complete a CSCC enrollment application and a Dual Enrollment Grant application to be eligible for the Dual Enrollment Grant. This grant will reimburse CSCC for most of the students' tuition. Students eligible to participate in the Tennessee Dual Enrollment Grant program may receive up to \$600 per award year (\$300 per semester). Students may be eligible for additional DE grant funds based on Tennessee Student Assistance Corporation (TSAC) policies. To continue to receive grant funding student must have a 2.75 GPA or higher.

### **Marshall Education Foundation: Help for Students**

The Marshall Education Foundation (MEF) may cover a portion of tuition costs at CSCC after Dual Enrollment Grant money has been applied. The MEF votes annually to determine the amount of funding available to students. If a student drops out of a Dual Enrollment class after the Marshall Education Foundation has paid CSCC, the student will reimburse the Marshall Education Foundation.

### **Approved Courses for Dual Credit**

Beginning Spanish (Span 1010) = Spanish I

Beginning Spanish (Span 1020) = Spanish II

Introduction to Visual Arts (Art 1030) = Fine Art

Music Appreciation (Music 1030) = Fine Art

**Approved Courses for Dual Credit Continued**

Personal Finance (BUS 271) = Personal Finance

English Composition I (ENGL 1010) + English Composition II (1020) = English IV

Survey of United States History II (HIS 2020) = U.S. History

Math 1000, 1010, 1530, 1710, 1720, 1630, 1410, 1420, 1830) = 4th Math

**Approved Courses for Elective Credit**

Students may take other courses for elective high school credit with their principal/guidance counselor's approval.

**Books**

Students are responsible for purchasing their own books.

---

Director of Marshall County Schools

---

Date

---

Lewisburg Director of CSCC Signature

---

Date

**SURPLUS                      ITEMS**

	VIN #	MILEAGE	PROBLEM
BUS 6	1BAAKCSA2SF065433	166,049	EXPIRED
BUS 10	1BAANB7AXVF07123	123,910	EXPIRED
ALUMINUM CAMPER TOP			OLD



# Memo

**To:** Marshall County School Board  
**From:** Suzanne Ingram, Technology Supervisor  
**CC:**  
**Date:** 2/2/2012  
**Re:** Phone Bid

---

## ***Transition to VoIP via ENA Dialtone Connect***

In December we posted an RFP for local and long distance services in the Lewisburg area, and long distance for Chapel Hill and Cornersville. The deadline was January 9<sup>th</sup>. We bid the phone service because the ATT contract was due to expire, and the Erate program requires schools to operate under contracts. We received two proposals, one from ENA and one from ATT. I am recommending the ENA proposal because of lower costs and flexibility. The Erate deadline is February 23<sup>rd</sup> to file your paperwork in order to receive your Erate discounts for 2012-2013.

Attached to this memo is the response from ATT in which they offer a flat rate of \$32.00 per phone line plus 11% in taxes and fees for local phone service in the Lewisburg area. Long distance is an additional 0.05 per minute. Caller ID is included, but any other features are an additional cost per line. Their proposal is from the Williamson County contract and will last 3 years.

Also attached to this information is the ENA proposal for local and long distance services via Voice over Internet Protocol (VoIP) from the Metro Nashville Schools contract for the next 4 years. The ENA proposal has a menu of options. Under their Dialtone option, analog phone lines are \$45 per line plus 11% taxes. Line features are included in the ENA flat rate, unlike the ATT billing which makes them an additional cost. For example, you will get unlimited local and long distance minutes plus caller id, call forwarding, hunt groups, and other features for the flat rate plus taxes. A break-down of the options are attached. Fax machines will be \$25 each per month plus taxes. We would keep our current equipment, current phone numbers, and change vendors.

The spreadsheet demonstrates the current costs and future costs. Last year we spent \$67,264.35 on phone service at all sites. Because Chapel Hill already has a form of VoIP, I did not include them in the proposal. I did crunch the numbers, and there would be no savings. My cost sheet includes local and long distance at all the other sites. Last year we spent \$52,610 at all the sites (excluding CHES and FHS) for phone services. If you implement VoIP at those sites the cost would be \$43,320 for a savings of \$9,290. Again, the ENA Dialtone Connect plan offers unlimited local and long distance calls for the flat rate of \$45 plus taxes. It also offers Caller ID, Annoyance Call Trace, Call Waiting, Caller ID Block, DID, Hunting, and user controlled Caller ID Restriction all included at no extra charge. The line which would be exempted from the ENA Connect would be our alarm which would need to remain an analog line. With the Dialtone Connect option, we keep our phones and just change providers.

A second option is to phase in the ENA Connect phone option. There are advantages to beginning this transition as our current phones reach end of life. The ENA Connect plan offers rates of \$15, \$25, \$35, and \$45 per extension depending on the options you choose. The cost is based on features such as how many minutes of long distance, DID, smart call forwarding, anonymous call blocking, local call recording, call forking, etc. To take advantage of ENA Connect, we have to endure some one-time costs. One of the major ones is purchasing new phones. The district has 127 phone lines, but it is difficult to gauge how many actual phones. With the ENA Connect you would need an extension package for each phone, whereas now you have phones that serve as extensions of a single phone line. I think the number of those can be reduced, but I figured the costs as though we were buying phones per phone line, not per extension. The costs of the phones are varied according to the features you want. I chose a medium one for \$150 and multiplied it times 100 phones. I figured an additional 30 phones at \$350 each. That comes to about \$25,500 for equipment if you did this district wide. ENA charges a one-time charge of \$1500 per site for administrative training, site assessment prior to deployment (to see if my network is ready), site turn up costs, overall project management, and a 30 day burn in period. That cost would be approximately \$12,000 if it were district wide. Depending on what they find, it could be a little more. I spoke with Mrs. Cook-Jones, and she said that we had funding in capital outlay to pay for some of these costs. We could possibly transition the BOE, Maintenance, Spot Lowe and Transportation Departments to the ENA Connect this year and start to phase in other sites as needed.

If you choose to phase in the ENA Connect and to begin to replace analog phones with the VoIP, I suggest you start with the BOE, SLVC, Maintenance and Transportation. Typically, ENA charges \$1500 per site for tech training, site training, site assessment by an engineer, site turn-up, project management, and a 30 day burn in period. They agreed to combine these four sites into one price. We would then figure the number of phones and fax lines for equipment costs.

**Implementing VoIP was one of the last goals I had for Marshall County Schools. Because of the features available and the cost savings, I am recommending the ENA contract. ENA also serves as our Internet Service Provider, and their support is exemplary. Our network is covered 24/7 by their staff. No matter what time of day or night, they respond to my calls. They follow up on issues and keep me in the loop as events progress. Their service is unmatched by any other vendor with which I do business on behalf of Marshall County Schools.**

**ENA Dialtone Connect**

	Fax Line	Cost per fax	Monthly Fax	Phone Lines	Cost per line	Monthly total	Fax + phone	Months	Dialtone Connect Annual cost	TDS/ATT Current	TDS/United/ATT
CVES	1	\$25.00	\$ 25.00	7	\$45	\$ 315.00	\$ 340.00	12	\$ 4,080.00	CVES \$ 4,638.04	CVES \$ 4,638.04
CVHS	1	\$25.00	\$ 25.00	11	\$45	\$ 495.00	\$ 520.00	12	\$ 6,240.00	CVHS \$ 7,362.54	CVHS \$ 7,362.54
MES	1	\$25.00	\$ 25.00	4	\$45	\$ 180.00	\$ 205.00	12	\$ 2,460.00	MES \$ 2,899.23	MES \$ 2,899.23
OGES	1	\$25.00	\$ 25.00	6	\$45	\$ 270.00	\$ 295.00	12	\$ 3,540.00	OGES \$ 4,439.99	OGES \$ 4,439.99
WES	1	\$25.00	\$ 25.00	8	\$45	\$ 360.00	\$ 385.00	12	\$ 4,620.00	WES \$ 5,397.73	WES \$ 5,397.73
LMS	1	\$25.00	\$ 25.00	7	\$45	\$ 315.00	\$ 340.00	12	\$ 4,080.00	LMS \$ 5,003.69	LMS \$ 5,003.69
MCHS	1	\$25.00	\$ 25.00	11	\$45	\$ 495.00	\$ 520.00	12	\$ 6,240.00	MCHS \$ 7,289.14	MCHS \$ 7,289.14
SLVC	1	\$25.00	\$ 25.00	1	\$45	\$ 45.00	\$ 70.00	12	\$ 840.00	SLVC \$ 1,273.60	SLVC \$ 1,273.60
BOE	3	\$25.00	\$ 75.00	15	\$45	\$ 675.00	\$ 750.00	12	\$ 9,000.00	BOE \$ 14,306.12	BOE, MAIN, TRANS \$ 14,306.12
MAIN	1	\$25.00	\$ 25.00	2	\$45	\$ 90.00	\$ 115.00	12	\$ 1,380.00	Main/Trans	CHES \$ 4,746.94
TRANS	1	\$25.00	\$ 25.00	1	\$45	\$ 45.00	\$ 70.00	12	\$ 840.00		FHS \$ 9,907.33
									<b>\$ 43,320.00</b>	<b>\$ 52,610.08</b>	<b>\$ 67,264.35</b>



## B. ENA DIALTONE CONNECT

ENA DIALTONE CONNECT is an IP trunking solution designed to provide inbound and outbound calling for customers who already have their own installed PBX or phone systems. ENA DIALTONE CONNECT works just like your current telephone line service, but offers an extensive set of features and a variety of different interconnection methods to meet both current and future needs, all delivered for a single, cost-effective monthly fee. This solution replaces existing PRI and analog phone lines, and extends the life of your existing PBX equipment while bundling multiple enhanced features and unlimited-minute calling plans.

With ENA DIALTONE CONNECT, customers can keep their current telephone numbers and do not need to upgrade or change their internal telephone equipment. ENA DIALTONE CONNECT offers crystal-clear voice clarity and carrier-class reliability. ENA DIALTONE CONNECT includes full E911 emergency calling capabilities, 411 information services and standard information and telephone book directory listings. Complex directory listings are available in certain markets. **Unlike traditional telephone company offerings, ENA DIALTONE CONNECT includes a number of features at no additional charge.**

The ENA DIALTONE CONNECT Features	
<b>Unlimited Local and Long Distance</b>	No Additional Charge for calls made within the continental U.S.
<b>Local Number Portability</b>	Your existing phone numbers remain unchanged.
<b>Call Waiting</b>	Never miss another important call because you are on the other line.
<b>Caller ID</b>	Easily identify callers, saving time and administrative resources.
<b>Caller ID Block/Unlock</b>	Choose when you want to show your caller ID on outbound calls.
<b>Direct Inward Dial (DID)</b>	Instead of routing calls to a front desk operator, inbound calls can be routed directly to any DID-enabled extension.
<b>Hunting/Rollover</b>	Incoming calls roll to the next free, available channel.
<b>User-Controlled Caller ID Restriction</b>	Allow others to see your outbound caller ID when you choose.

Figure 6: ENA DIALTONE CONNECT Features

Because no network or PBX upgrades are required to begin enjoying the benefits of *ENA Dialtone Connect*, environments with an existing PBX system will immediately benefit from the rich feature set and lower cost approach of our dial tone service. Please note, the use of certain features require the support of the PBX. Our simple billing method allows us to provide one-page, straightforward monthly bills.

*ENA Dialtone Connect* provides dial tone service directly to your existing PBX or Key Systems. *ENA Dialtone Connect* can be configured to deliver both one-way and two-way trunks and can utilize analog, PRI, or SIP handoff. We support all common North American PRI signaling methods. We provide full 23 channel PRI service; partial PRI service is not available.

The point of demarcation for *ENA Dialtone Connect* service is generally in the same room where your WAN connectivity enters your building. We install an ENA-managed, ENA-owned gateway that provides analog or PRI handoff to your PBX or Key System. ENA will install its own 66 block (also called M-block) in order to provide interconnection to premise equipment.

### ***ENA Dialtone Connect is Offered in Three Different Connection Classes:***

- 1. Dialtone Connect Analog Connections** – Inbound/outbound calls are delivered over your IP infrastructure and translated to a standard analog connection to terminate to your PBX or Key System.
- 2. Dialtone Connect PRI Connections** – Inbound/outbound calls are delivered over your IP infrastructure and translated to standard PRI to terminate to your PBX.
- 3. IP Dialtone Connect** – If your organization utilizes an IP PBX capable of SIP Trunking, ENA offers IP Dialtone Connect that creates a direct SIP trunk between your IP PBX and ENA's voice platforms. Calls between your locations and the external world are delivered directly over these SIP trunks which allows for more scalability. It is also much more cost-effective, as it does not require the purchase of expensive line cards or gateways.

---

## *ENA DIALTONE CONNECT OPTIONAL FEATURES*

### **Voicemail Boxes and Auto Attendant Services**

Voicemail services are available for those ENA DIALTONE CONNECT customers who wish to keep their current PBX or Key System, but require the additional voicemail capabilities. We can also provide an Auto Attendant to grant access to these voicemail boxes if required.

### **Modem-Based Technologies and ENA DIALTONE CONNECT**

ENA DIALTONE CONNECT service can be used to provide analog, PRI, or SIP connectivity to PBXs, SIP-compliant IP PBXs, or Key Systems. **Since ENA's suite of voice solutions utilize VoIP technologies, ENA does not recommend or support the use of modem-based technologies on ENA DIALTONE CONNECT service.** Modem-based technologies include postage machines, HVAC monitoring devices, and others. For service to those devices, as well as for service to alarm or other monitoring systems that should be able to communicate during prolonged power outages, ENA recommends those lines remain with your existing carrier.

### **ENA FAX CONNECT**

For Fax Over IP (FoIP), ENA recommends ENA FAX CONNECT, a highly reliable, carrier-grade solution that allows seamless delivery of fax transmissions to and from the Public Switched Telephone Network (PSTN) over ENA's managed connectivity. Unlike many other Fax over IP solutions, ENA FAX CONNECT buffers faxes locally before dispatching a fax into the ENA fax network for transmission. We prevent many of the frustrations associated with faxing over an IP network by using SSL over HTTP to transmit faxes instead of G.711 or other codecs designed primarily for voice communication. Upon completion of transmission, the ENA FAX CONNECT service sends back a completion notice to the sending fax machine.

ENA FAX CONNECT also includes an optional fax-to-e-mail service for both fax transmissions and sent notifications.

### **911 DIAL NOTIFICATION**

Any time an emergency (911) call is made from an ENA DIALTONE CONNECT extension in your district, specific personnel can be immediately notified by e-mail. The notification will include the exact time the call was made, the extension or line that made it, and our current location information associated with the extension. This allows you to know immediately of any emergency in your organization, and be able to respond to the emergency as quickly and efficiently as possible. A sample of the body of the e-mail is included below.

```
Call Time: Wed Nov 2009 4 15:41:36 CST
Source Extension: 19XX
Source Phone Number: 615XXXXXXXXXXXX
Subscriber ID: Jonah Jones
Destination Number: 911
Location:

TenantID: tnXXXX
```

Figure 7: 911 Dial Notification - Sample Call Made Display Information

Once the call has been completed, we provide a second e-mail notification detailing the duration of the call. This will help identify potential misdials versus true emergency calls.

### **ENA Toll-Free Connect**

ENA provides Toll-Free services to existing *ENA Connect* and *ENA Dialtone Connect* customers. *ENA Toll-Free Connect* includes 100 inbound minutes free with a low \$0.04 per minute rate thereafter

## ENA Connect: Features-at-a-Glance

	Connect Life	Connect Basic	Connect Plus	Connect Pro
<b>Features</b>				
Enhanced Network Call Quality Monitoring	o	o	o	o
Busy Lamp Field			o	o
Caller ID	o	o	o	o
Call Waiting	o	o	o	o
Last Call Return	o	o	o	o
User-controlled Caller ID Restriction			o	o
Direct Inward and Outward Dial (DID/DOD)			o	o
Call Forward to Voicemail	o	o	o	o
Distinctive Ring	o	o	o	o
Call Hold	o	o	o	o
Call Transfer	o	o	o	o
Redial	o	o	o	o
Music on Hold	o	o	o	o
3-way Conference	o	o	o	o
Speed Dial (Enterprise and Personal)	o	o	o	o
Online Interface	o	o	o	o
Click-to-Call	o	o	o	o
Call Completion Busy Service		o	o	o
Anonymous Call Blocking			o	o
Bridged Line Appearance			o	o
Call Forking				o
Call Forward Variable		o	o	o
Call Park and Call Pick-up			o	o
Call Scheduling (Time of Day/Day of Week)		o	o	o
Local Call Recording †				o
Smart Call Forwarding				o
External Call Transfer		o	o	o
Intercom Calling (One-to-One)			o	o
Outbound Caller ID Block/Unblock			o	o
Remote Click-to-Call				o
Desktop Integration/Toolbar				o
<b>PBX Features</b>				
Station-to-Station Dial	o	o	o	o
Auto Attendant**	o	o	o	o
Hunt/Rollover Groups	o	o	o	o
<b>Calling Plans</b>				
Unlimited Inbound Calling	o	o	o	o
Local-only Outbound Calling (Minutes)	100	N/A	N/A	N/A
Local and Domestic Long Distance (Minutes)		500	Unlimited***	Unlimited***
Local Number Portability	o	o	o	o
<b>Unified Messaging</b>				
Voicemail	o	o	o	o
Visual Voicemail	o	o	o	o
Forward to E-mail	o	o	o	o
Message Waiting Indicator	o	o	o	o
Outdial Notification			o	o

\*Additional charges apply \*\*Some restrictions may apply to unlimited minutes calling services. Unlimited long distance applies to lower 48 U.S. States only. †Only available on the Polycom IP 650/670 phones

Figure 12: ENA Connect Features at a Glance



333 COMMERCE ST, RM. 24TH FLOOR  
NASHVILLE, TN 37201  
www.att.com

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Fax: (615) 401-4190  
jb0519@us.att.com

January 9, 2012

Ms. Sheila Cooke-Jones  
Budget & Finance Director  
Marshall County Board of Education  
700 Jones Circle  
Lewisburg, TN 37091

Dear Ms. Cooke-Jones:

Thank you for the opportunity to respond to Marshall County Board of Education's RFP for local and long distance services.

Our response to the local service portion is based on the business line services that we provide for you today. Per the instructions in the bid, we have included a cost summary of the local services. The rates for this portion of the bid are based on a contract we currently have with Williamson County Schools that we were awarded last year. The billing platform and support processes for the new State of Tennessee contract are quite a bit different from the previous agreement. Therefore, we were able to offer a better solution to Marshall County Board of Education under the contract with Williamson County Schools. The overall rates are slightly less and the support and billing processes remain the same. This contract will run through June 30, 2015.

Our long distance offer is based on the AT&T Business Network (ABN). This service is used by thousands of AT&T customers. It will work for AT&T lines, as well as those provided by other local telephone companies. The AT&T BusinessDirect tool is a web-based platform that will provide access to information such as call detail and previous invoices. Additional information on ABN and BusinessDirect is provided behind Tab 3. A sample copy of an ABN contract is included behind Tab 4.

If you have any questions, please give me a call. We look forward to working with you on this project and helping support the continued success of Marshall County Board of Education. .

Sincerely,



John Buchanan  
Account Manager 2  
AT&T Business Systems  
333 Commerce Street  
24<sup>th</sup> Floor  
Nashville, TN  
615-271-3732  
[Jb0519@att.com](mailto:Jb0519@att.com)

# Marshall County School System

## RFP for Local and Long Distance Service

### AT&T Business

January 9, 2012

#### Business Lines

**The following items are covered under The Business Line Agreement**

<u>Item</u>	<u>USOC</u>	<u>Qty</u>	<u>Installation</u>	<u>Monthly Rate</u>
Flat Rate Business Line	1FB	1	\$0.00	\$25.00
Flat Rate Business Line with Caller ID	1FBCL	1	\$0.00	\$25.00
Touch Tone	TTB	1	\$0.00	\$0.00
Hunting/Grouping Service	HTG	1	\$0.00	\$0.00
Caller ID Basic - Per Line	NSD	1	\$0.00	\$0.00

**The following items could vary slightly over the contract term**

Federal Universal Service Fee	FUJMX	1	\$0.00	\$1.05
Federal Subscriber Line Charge	9ZR	1	\$0.00	\$6.66

**Total Monthly Rate per Line** **\$0.00** **\$32.71**

- \* These rates will be covered under agreement TN11-1075-00 which is with Williamson County Schools
- \* The TN11-1075-00 agreement term is currently through June 30, 2015
- \* These rates will apply for any site that is located in the AT&T Local Serving Area
- \* Appropriate 911 Surcharges will also apply

#### Additional Features

Call Waiting	ESX	\$0.00	\$7.95
Call Forwarding Variable	ESM	\$0.00	\$8.00
Three-Way Calling	ESC	\$0.00	\$7.50
Speed Calling - 30	ESF	\$0.00	\$7.00
Call Forward - Busy Line	GCE	\$0.00	\$5.00
Call Forward - Don't Answer	GCJ	\$0.00	\$5.00
Customer Control - CFBL	GJP	\$0.00	\$8.00
Customer Control - CFDA	GJC	\$0.00	\$8.00
Call Return	NSS	\$0.00	\$8.00
Repeat Dialing	NSQ	\$0.00	\$7.00
Call Block	NSY	\$0.00	\$7.00
Call Tracing	NST	\$0.00	\$6.50
Anonymous Call Rejection	HBY	\$0.00	\$3.50

**Marshall County School System**  
**Summary of Service by Location**  
 January 9, 2012

Site	Number	Item	USOC	Qty	Current		Monthly		
					Rate	Installation	Rate		
Marshall County High School	931-359-1549	Flat Rate Business Line	1FB	3	\$81.00	\$0.00	\$75.00		
		Flat Rate Business Line with Caller ID	1FBCL	2	\$54.00	\$0.00	\$54.00		
		Touch Tone	TTB	5	\$0.00	\$0.00	\$0.00		
		Hunting/Grouping Service	HTG	0	\$0.00	\$0.00	\$0.00		
		Federal Universal Service Fee	FUJMX	5	\$6.05	\$0.00	\$6.05		
		Federal Subscriber Line Charge	9ZR	5	\$33.30	\$0.00	\$33.30		
		Caller ID Name-Number Delivery Anonymous Call Blocking	NXMCR	3	\$0.00		\$42.00		
		Call Return Blocking	BCR	5	\$0.00	\$0.00	\$0.00		
		Repeat Dial Blocking	BRD	5	\$0.00	\$0.00	\$0.00		
		Custom Toll Restriction	CREX4	5	\$0.00	\$0.00	\$0.00		
						<b>\$174.35</b>		<b>\$210.35</b>	
		931-659-6543	931-659-6543	Flat Rate Business Line with Caller ID	1FBCL	1	\$27.00	\$0.00	\$25.00
				Touch Tone	TTB	1	\$0.00	\$0.00	\$0.00
				Hunting/Grouping Service	HTG	0	\$0.00	\$0.00	\$0.00
Federal Universal Service Fee	FUJMX			1	\$1.21	\$0.00	\$1.21		
Federal Subscriber Line Charge	9ZR			1	\$6.66	\$0.00	\$6.66		
Caller ID Name-Number Delivery Anonymous Call Blocking	NXMCR			1	\$0.00		\$14.00		
Call Return Blocking	BCR			1	\$0.00	\$0.00	\$0.00		
Repeat Dial Blocking	BRD			1	\$0.00	\$0.00	\$0.00		
Custom Toll Restriction	CREX4			1	\$0.00	\$0.00	\$0.00		
						<b>\$34.87</b>		<b>\$46.87</b>	
West Hills Elementary School	931-359-3909	Flat Rate Business Line	1FB	8	\$216.00	\$0.00	\$200.00		
		Touch Tone	TTB	8	\$0.00	\$0.00	\$0.00		
		Hunting/Grouping Service	HTG	0	\$0.00	\$0.00	\$0.00		
		Federal Universal Service Fee	FUJMX	8	\$9.68	\$0.00	\$9.68		
		Federal Subscriber Line Charge	9ZR	8	\$53.28	\$0.00	\$53.28		
		Inside Wire Protection	SEQ1X	8	\$68.00		\$68.00		
						<b>\$346.96</b>		<b>\$330.96</b>	
Lewieburg Middle School	931-359-1265	Flat Rate Business Line	1FB	4	\$108.00	\$0.00	\$100.00		
		Touch Tone	TTB	4	\$0.00	\$0.00	\$0.00		
		Hunting/Grouping Service	HTG	4	\$0.00	\$0.00	\$0.00		
		Federal Universal Service Fee	FUJMX	4	\$4.84	\$0.00	\$4.84		
		Federal Subscriber Line Charge	9ZR	4	\$26.64	\$0.00	\$26.64		
						<b>\$139.48</b>		<b>\$131.48</b>	
		931-359-4030	931-359-4493	Flat Rate Business Line	1FB	2	\$54.00	\$0.00	\$50.00
Touch Tone	TTB			2	\$0.00	\$0.00	\$0.00		
Hunting/Grouping Service	HTG			1	\$0.00	\$0.00	\$0.00		
Federal Universal Service Fee	FUJMX			2	\$2.42	\$0.00	\$2.42		
Federal Subscriber Line Charge	9ZR			2	\$13.32	\$0.00	\$13.32		
				<b>\$69.74</b>		<b>\$65.74</b>			
Marshall Elementary School	931-359-7149	Flat Rate Business Line	1FB	3	\$81.00	\$0.00	\$75.00		
		Touch Tone	TTB	3	\$0.00	\$0.00	\$0.00		
		Hunting/Grouping Service	HTG	0	\$0.00	\$0.00	\$0.00		
		Federal Universal Service Fee	FUJMX	3	\$3.63	\$0.00	\$3.63		
		Federal Subscriber Line Charge	9ZR	3	\$19.98	\$0.00	\$19.98		
		Call Forwarding	ESM	1	\$8.00	\$0.00	\$8.00		
				<b>\$112.61</b>		<b>\$106.61</b>			
Oak Grove Elementary School	931-270-0892	Flat Rate Business Line with Caller ID	1FBCL	7	\$189.00	\$0.00	\$175.00		
		Touch Tone	TTB	7	\$0.00	\$0.00	\$0.00		
		Hunting/Grouping Service	HTG	4	\$0.00	\$0.00	\$0.00		
		Federal Universal Service Fee	FUJMX	7	\$8.47	\$0.00	\$8.47		
		Federal Subscriber Line Charge	9ZR	7	\$46.62	\$0.00	\$46.62		
		Mileage - Zone	1LS11	7	\$7.00	\$0.00	\$7.00		
		Repeat Dial Blocking	BRD	7	\$0.00	\$0.00	\$0.00		
		Custom Toll Restriction	CREX4	7	\$0.00	\$0.00	\$0.00		
				<b>\$251.09</b>		<b>\$237.09</b>			
Spot Lowe Vocational Center	931-359-4911	Flat Rate Business Line	1FB	2	\$54.00	\$0.00	\$50.00		
		Touch Tone	TTB	2	\$0.00	\$0.00	\$0.00		
		Federal Universal Service Fee	FUJMX	2	\$2.42	\$0.00	\$2.42		
		Federal Subscriber Line Charge	9ZR	2	\$13.32	\$0.00	\$13.32		
		Inside Wire Protection	SEQ1X	2	\$17.00	\$0.00	\$17.00		
		Custom Toll Restriction	CREX4	1	\$0.00	\$0.00	\$0.00		
				<b>\$86.74</b>		<b>\$82.74</b>			
Marshall County School System	931-359-1581	Flat Rate Business Line	1FB	7	\$189.00	\$0.00	\$175.00		
		Touch Tone	TTB	7	\$0.00	\$0.00	\$0.00		
		Hunting/Grouping Service	HTG	3	\$0.00	\$0.00	\$0.00		
		Federal Universal Service Fee	FUJMX	7	\$8.47	\$0.00	\$8.47		
		Federal Subscriber Line Charge	9ZR	7	\$46.62	\$0.00	\$46.62		
		Call Return Blocking	BCR	7	\$0.00	\$0.00	\$0.00		
		Repeat Dial Blocking	BRD	7	\$0.00	\$0.00	\$0.00		
						<b>\$244.09</b>		<b>\$230.09</b>	
		<b>TOTAL MONTHLY RATES</b>					<b>\$1,459.89</b>		<b>\$1,441.93</b>

(\* Line quantities may not be all inclusive for each account)



# Marshall County School System

## AT&T Business

### AT&T Business Network (ABN) Long Distance Plan

January 9, 2012

#### Per Minute Rates

Interstate Rate:

2 year contract           \$     0.0525

3 year contract           \$     0.0505

Intrastate Rate           \$     0.0637

#### Discount Structure

\$50- \$999.99           0.10

\$1000- \$2499.99       0.11

\$2500 +                 0.12



**CONTRACT OF EMPLOYMENT**

**BETWEEN**

**ROY DUKES**

**AND THE**

**MARSHALL COUNTY BOARD OF EDUCATION**

This Employment Contract is entered into this 8<sup>th</sup> day of February 2010, by and between the Board of the Marshall County Board of Education, hereinafter referred to as the "BOARD," and ROY DUKES, 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 8th day of February, 2010, hereby elects and employs Roy Dukes and Roy Dukes 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 February 8, 2010 ("Commencement Date") and shall continue through and terminate on June 30, 2012.
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, 2011.

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 two plans offered by the BOARD: Blue Cross Preferred Provider (PPO); and, Cigna-Point of Service (POS). If family coverage is desired by the DIRECTOR, the DIRECTOR shall pay the difference between the single premium cost and the full premium cost for such family coverage.

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 his 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.** During the term of this contract, the BOARD shall provide a county automobile for use by the DIRECTOR on the BOARD'S business. The BOARD shall provide for all maintenance, upkeep and fuel for this automobile. Should the DIRECTOR use his personal vehicle for the BOARD'S business, 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 provided at the expense of the BOARD; 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 as 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 he 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 him 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 his 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.

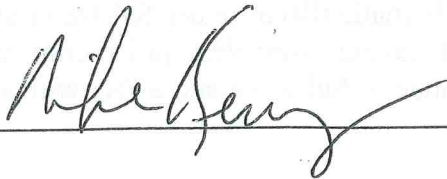
(g) Death of DIRECTOR:

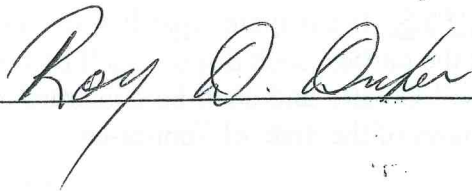
If DIRECTOR shall die during the term of this Agreement, the BOARD shall pay to the estate of DIRECTOR the compensation which otherwise would be payable to DIRECTOR up to the end of the month in which DIRECTOR'S death occurs. Thereafter, the BOARD shall have no further responsibilities hereunder, and 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 the DIRECTOR has attained tenure with the BOARD and this agreement does not affect that status.
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, his 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, he will be compensated in full for the salary and all other benefits and compensation to which he 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

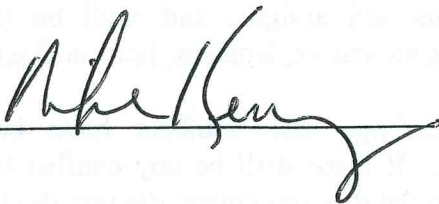
DIRECTOR to report to some higher administrative officer, but, rather, leaves the DIRECTOR as chief executive officer of an autonomous school system, reporting only to a Board of Education.

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 February 8<sup>th</sup>, 2010 and has been made a part of the minutes for that meeting.

  
\_\_\_\_\_  
Chairman

November 7, 2011

Marshall County of Education

700 Jones Circle

Lewisburg, Tn. 37091

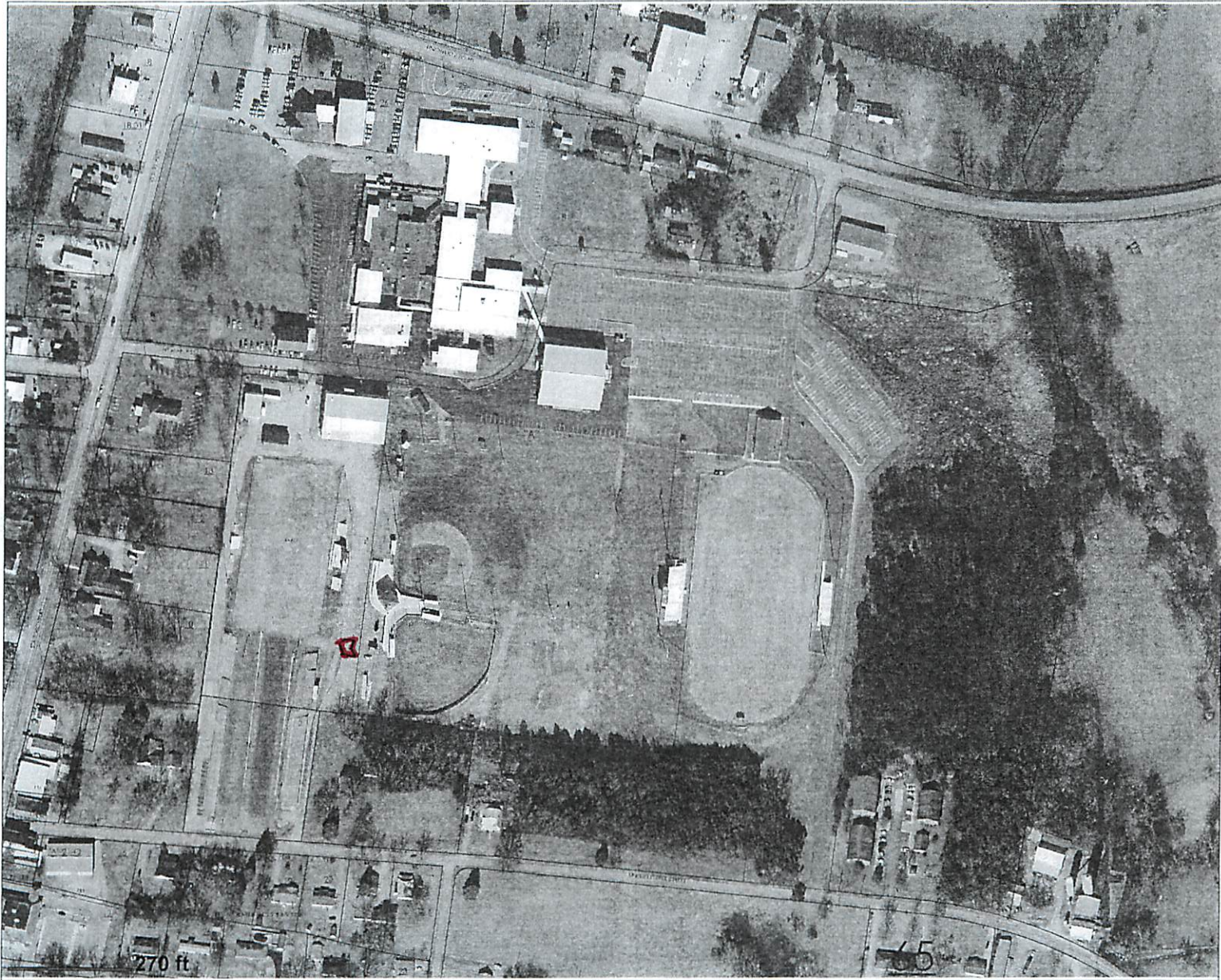
Dear Board of Education Members,

After 46 years I will retire on June 30, 2012. Work with many outstanding individuals over the many years. Remember, The Power of Time is different from other resources because it takes you through the entire process of reaching your purpose and priorities through faith, prayer, discipline, investing and strategic planning.

Thanks,

A handwritten signature in cursive script that reads "Roy D. Dukes".

Roy D. Dukes

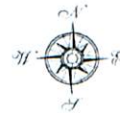


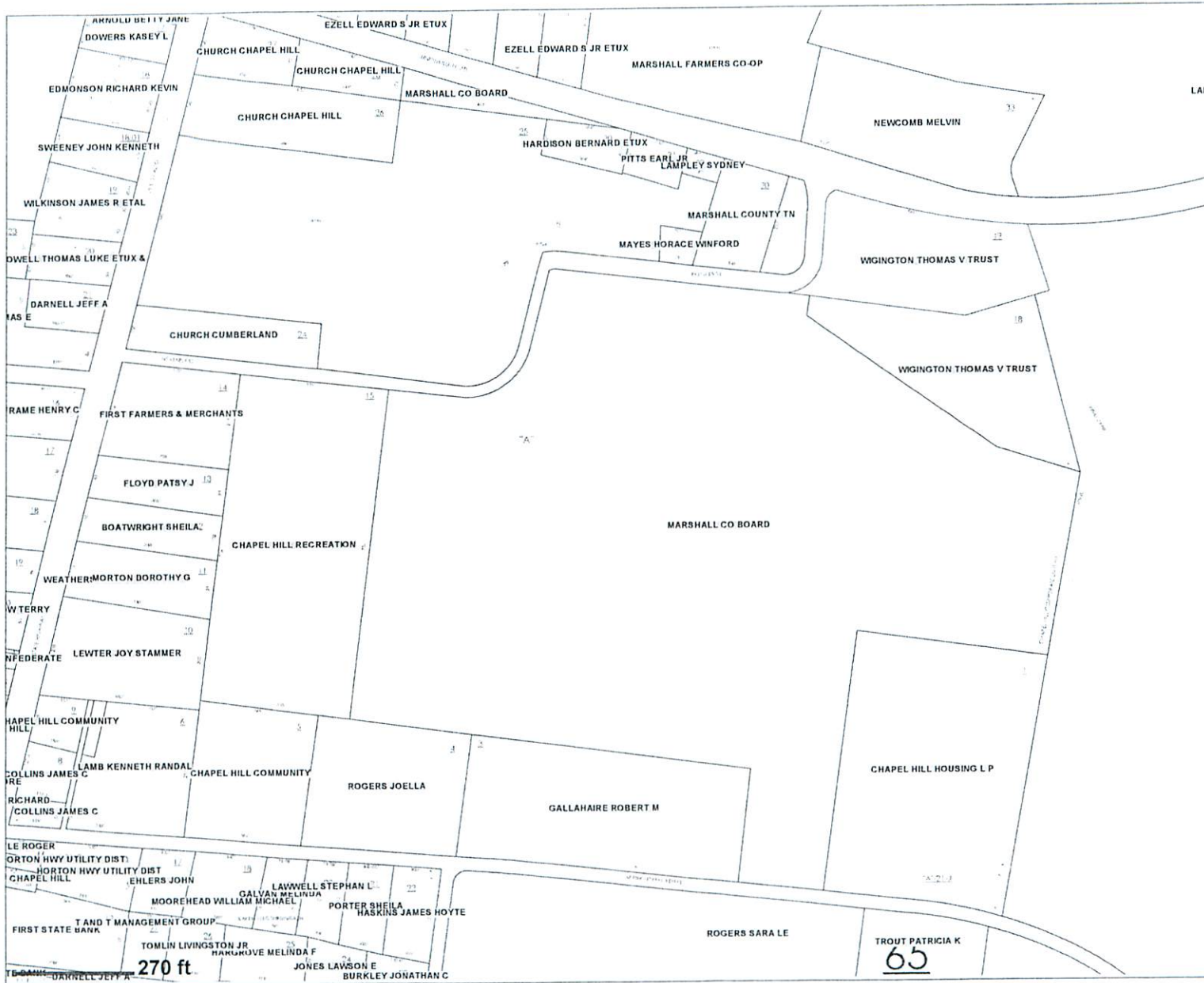
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**MARSHALL COUNTY, TENNESSEE - map 21j a 25.00**

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP





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- PARCELS



## MARSHALL COUNTY, TENNESSEE - map 21j a 25.00

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.



**Electric Dollar Comparison  
2010-2011 to 2011-2012**

	July 10/11	July 11/12	% +/-	Aug 10/11	Aug 11/12	% +/-	Sept 10/11	Sept 11/12	% +/-	Oct 10/11	Oct 11/12	% +/-
LMS	\$ 8,075.93	\$ 7,858.10	-2.7%	\$ 8,465.14	\$ 8,664.15	2%	\$ 12,335.16	\$ 11,238.77	-9%	\$ 10,490.65	\$ 9,220.93	-12%
FORREST	\$ 15,455.21	\$ 18,879.56	22.2%	\$ 18,322.21	\$ 18,386.04	0%	\$ 21,831.16	\$ 23,540.41	8%	\$ 27,801.02	\$ 18,086.41	-35%
CVHS	\$ 10,688.63	\$ 11,607.00	8.6%	\$ 11,278.53	\$ 11,643.87	3%	\$ 16,081.73	\$ 14,945.83	-7%	\$ 20,141.39	\$ 13,238.69	-34%
MES	\$ 6,255.28	\$ 5,780.38	-7.6%	\$ 6,979.25	\$ 6,929.21	-1%	\$ 7,864.40	\$ 8,664.41	10%	\$ 8,225.59	\$ 7,076.74	-14%
OAK	\$ 10,596.48	\$ 9,485.47	-10.5%	\$ 12,228.46	\$ 8,704.94	-29%	\$ 14,094.52	\$ 13,033.11	-8%	\$ 12,220.25	\$ 10,818.82	-11%
CHES	\$ 8,341.07	\$ 7,948.27	-4.7%	\$ 7,110.30	\$ 8,274.68	16%	\$ 12,104.67	\$ 11,373.02	-6%	\$ 15,329.25	\$ 9,290.26	-39%
VOC	\$ 2,356.05	\$ 2,045.43	-13.2%	\$ 2,476.88	\$ 2,245.88	-9%	\$ 3,384.71	\$ 2,820.92	-17%	\$ 3,318.83	\$ 2,090.80	-37%
JONES	\$ 3,138.97	\$ 3,176.24	1.2%	\$ 3,481.15	\$ 3,552.57	2%	\$ 3,638.86	\$ 3,682.10	1%	\$ 3,145.29	\$ 2,759.38	-12%
WES	\$ 7,337.91	\$ 6,778.85	-7.6%	\$ 6,749.81	\$ 6,169.84	-9%	\$ 9,481.23	\$ 8,637.69	-9%	\$ 8,849.05	\$ 7,195.32	-19%
MCHS	\$ 15,404.60	\$ 17,758.79	15.3%	\$ 17,556.82	\$ 14,696.70	-16%	\$ 23,201.48	\$ 20,753.77	-11%	\$ 21,022.44	\$ 17,110.79	-19%
CVES	\$ 10,938.39	\$ 10,670.79	-2.4%	\$ 9,960.35	\$ 10,492.07	5%	\$ 12,666.63	\$ 14,685.09	16%	\$ 16,159.86	\$ 12,274.42	-24%
BUS	\$ 1,309.20	\$ 1,379.93	5.4%	\$ 1,483.95	\$ 1,404.88	-5%	\$ 1,512.50	\$ 1,620.04	7%	\$ 1,447.89	\$ 1,294.18	-11%
MCHS/SOFT BALL	\$ 104.92	\$ 69.91	-33.4%	\$ 84.41	\$ 59.24	-30%	\$ 103.79	\$ 84.21	-19%	\$ 84.67	\$ 59.02	-30%
WHITE DR	\$ 185.39	\$ 219.72	18.5%	\$ 330.40	\$ 261.89	-21%	\$ 323.15	\$ 312.99	-3%	\$ 166.85	\$ 188.22	13%
PRES HOPKINS/WHITE DR	\$ 469.60	\$ 434.34	-7.5%	\$ 499.59	\$ 463.78	-7%	\$ 463.23	\$ 548.70	18%	\$ 402.54	\$ 458.14	14%
<b>All Schools</b>	<b>\$ 100,657.63</b>	<b>\$ 104,092.78</b>	<b>3.4%</b>	<b>\$ 107,007.25</b>	<b>\$ 101,949.74</b>	<b>-5%</b>	<b>\$ 139,087.22</b>	<b>\$ 135,941.06</b>	<b>-2%</b>	<b>\$ 148,805.57</b>	<b>\$ 111,162.12</b>	<b>-25%</b>

**Electric Dollar Comparison  
2010-2011 to 2011-2012**

	Nov 10/11	Nov 11/12	% +/-	Dec 10/11	Dec 11/12	% +/-	Jan 10/11	Jan 11/12	% +/-	Feb 10/11	Feb 11/12	% +/-
LMS	\$ 7,010.90	\$ 6,810.63	-2.9%	\$ 8,800.16	7884.22	-10%	\$ 15,349.72	\$ 9,424.31	-39%			#####
FORREST	\$ 17,488.84	\$ 14,904.00	-14.8%	\$ 16,819.10	15423.27	-8%	\$ 21,577.12	\$ 17,200.94	-20%			#####
CVHS	\$ 11,157.66	\$ 9,983.58	-10.5%	\$ 12,086.62	10545.13	-13%	\$ 16,793.26	\$ 12,762.37	-24%			#####
MES	\$ 5,431.20	\$ 5,223.34	-3.8%	\$ 5,967.61	6273.82	5%	\$ 8,674.89	\$ 7,203.17	-17%			#####
OAK	\$ 10,533.78	\$ 8,764.84	-16.8%	\$ 9,567.43	8573.56	-10%	\$ 8,615.22	\$ 8,647.84	0%			#####
CHES	\$ 8,107.48	\$ 7,196.29	-11.2%	\$ 8,736.05	8620.35	-1%	\$ 12,674.44	\$ 10,464.43	-17%			#####
VOC	\$ 2,525.92	\$ 1,457.51	-42.3%	\$ 2,419.44	1655.27	-32%	\$ 3,102.82	\$ 2,140.14	-31%			#####
JONES	\$ 1,849.56	\$ 1,880.28	1.7%	\$ 2,497.71	2462.02	-1%	\$ 3,787.54	\$ 3,177.82	-16%			#####
WES	\$ 6,618.39	\$ 4,879.69	-26.3%	\$ 6,355.04	5689.34	-10%	\$ 9,667.57	\$ 7,600.98	-21%			#####
MCHS	\$ 14,922.27	\$ 13,634.19	-8.6%	\$ 12,090.18	12883.41	7%	\$ 15,894.92	\$ 13,588.96	-15%			#####
CVES	\$ 10,360.58	\$ 10,224.71	-1.3%	\$ 9,994.83	9528.64	-5%	\$ 8,703.96	\$ 8,652.59	-1%			#####
BUS GAR.	\$ 1,049.58	\$ 1,707.58	62.7%	2441.34	2085.49	-15%	5233.4	3870.92	-26%			
MCHS/SOFT BALL	\$ 79.79	\$ 48.47	-39.3%	76.55	55.64	-27%	572.15	263.9	-54%			
WHITE DR	\$ 149.36	\$ 140.38	-6.0%	217.25	328.98	51%	617.13	501.54	-19%			
PRES HOPKINS/W HITE DR	\$ 426.41	\$ 423.91	-0.6%	266.21	483.28	82%	719.06	641.43	-11%			
<b>All Schools</b>	<b>\$ 97,711.72</b>	<b>\$ 87,279.40</b>	<b>-10.7%</b>	<b>\$ 98,335.52</b>	<b>\$ 92,492.42</b>	<b>-6%</b>	<b>\$ 131,983.20</b>	<b>\$ 106,141.34</b>	<b>-20%</b>	<b>\$ -</b>	<b>\$ -</b>	

# TENNESSEE STATE BOARD OF EDUCATION

## PROFESSIONAL DEVELOPMENT

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Professional development is an essential part of effective organizations. Successful organizations are those in which continuous learning and improvement take place. In successful schools, principals and teachers engage in continuous learning and improvement in order to enhance the learning of their students. The challenge to policymakers and educators is to create conditions conducive to student and educator learning in each school.

In Tennessee, the *Education Improvement Act* (1992) provides the framework for innovation by emphasizing educational outcomes and providing flexibility in the use of resources at the local school level. That legislation and the proposed *Education Reform Act* (2002), the annual *Master Plan* of the State Board of Education, and the *Tennessee Standards for Teaching: A Guide for Mentoring* (2001) envision an educational climate in which schools are responsible for ensuring that all students learn.

This policy updates the *Professional Development Policy*, first adopted by the Board in 1992. The policy explicitly endorses the standards developed by the National Staff Development Council (Revised, 2001). The standards focus attention on the systemic nature of staff development and apply to the school, school system and state as these entities provide professional development for all educators responsible for the learning of students in pre-kindergarten through grade 12. The policy is also consistent with the requirements of federal legislation supporting high quality professional development (see Appendix A).

While the role of the state in providing professional development activities will continue to be important, a new role for the state will be to enhance the capacity of each school and system to take responsibility for the professional development of its own personnel. The state can promote professional development in each school by identifying research based practices, providing data in a usable format to educators, and ensuring that individual school improvement plans are consistent with this policy. Professional development is the keystone, the central supporting element, needed to accomplish the ambitious student learning goals in state and federal legislation and the *Master Plan*.

### Professional Development Standards

Educators need to update their knowledge and skills continually throughout their careers. Professional development standards are necessary because for too long professional development practices have not led to improved educator knowledge and student learning. The new standards draw on the growing knowledge base regarding effective professional development, leading to continuous improvement in student learning.

Schools currently are developing school improvement plans that include professional development plans; it is important for these plans to be consistent with effective practice and reflect needs identified in school data. Effective

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professional development programs share certain characteristics that should be embodied in the plans of schools and school systems.

- Faculty and staff determine goals for improvement of their school based on assessment of current performance and share in decisions about what will be learned.
- Faculty and staff have time to work together to study new content, plan lessons, critique student work and reflect on their practice.
- Professional development provides teachers and administrators opportunities to pursue personal intellectual development and takes into consideration the career stage of the educator.
- Both teachers and administrators assume responsibility for their own growth and professional development.

Teachers and administrators need access to new knowledge about effective practices in several important areas. The following examples are illustrative.

- Educators need to regularly update their content knowledge aligned with new student standards.
- Educators opportunities to learn about research regarding teaching increasingly diverse students.
- Educators need opportunities to explore the use of technology to enhance learning.
- Educators need assistance in the use of authentic assessment and data from standardized tests to inform classroom practice.
- New teachers need the support of mentors during the first challenging year of teaching.
- Administrators need opportunities to learn how to use data and research and to improve the instructional program and school climate in order to improve student learning.

The National Staff Development Council (NSDC) standards forge a tight link between educator knowledge and student results. Each standard begins with the phrase, “Staff development that improves the learning of all students....” The standards apply to development of everyone who affects student learning—from board of education member to classified support staff. The standards are organized into three divisions: context, process, and content.

According to NSDC, context standards address where learning occurs—the organization, system, or culture—and the organization’s responsibilities to ensure results for both adults and students. Process standards address how a system can organize learning opportunities to ensure that adults acquire the knowledge, skills and dispositions to affect student learning. Content standards address what educations must understand and be able to apply to ensure that students learn successfully.

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The State Board of Education endorses the following National Staff Development Standards as applied to the development of educators at all levels.

### NSDC Standards for Staff Development (Revised) 2001

#### Context Standards

**Learning Communities:** Staff development that improves the learning of all students organizes adults into learning communities whose goals are aligned with those of the school and district.

**Leadership:** Staff development that improves the learning of all students requires skillful school and district leaders who guide continuous instructional improvement.

**Resources:** Staff development that improves the learning of all students requires resources to support adult learning and collaboration.

#### Process Standards

**Data-Driven:** Staff development that improves the learning of all students uses disaggregated student data to determine adult learning priorities, monitor progress, and help sustain continuous improvement.

**Evaluation:** Staff development that improves the learning of all students uses multiple sources of information to guide improvement and demonstrate its impact.

**Research-Based:** Staff development that improves the learning of all students prepares educators to apply research to decision making.

**Design:** Staff development that improves the learning of all students uses learning strategies appropriate to the intended goal.

**Learning:** Staff development that improves the learning of all students applies knowledge about human learning and change.

**Collaboration:** Staff development that improves the learning of all students provides educators with the knowledge and skills to collaborate.

#### Content Standards

**Equity:** Staff development that improves the learning of all students prepares educators to understand and appreciate all students, create safe, orderly, and supportive learning environments, and hold high expectations for students' academic achievement.

# TENNESSEE STATE BOARD OF EDUCATION

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**Quality Teaching:** Staff development that improves the learning of all students deepens educators' content knowledge, provides them with research-based instructional strategies to assist students in meeting rigorous academic standards, and prepares them to use various types of classroom assessments appropriately.

**Family Involvement:** Staff development that improves the learning of all students provides educators with knowledge and skills to involve families and other stakeholders appropriately.

### State, System, School and Individual Responsibilities

This *Professional Development Policy* recognizes that professional development is an essential ingredient in the continuous improvement of schools and is embedded within any sound improvement plan. The policy is consistent with the alignment of goals from the *Tennessee Master Plan*, the system's five-year strategic plan and the individual school improvement plan as well as federal policies.

### State Responsibilities

While the emphasis for design and delivery of professional development is at the school, it is the state's responsibility to encourage and provide resources for and information about professional development. The state defines statewide goals for education through legislation and the *Master Plan*. Those goals include ambitious standards for student performance. In support of those goals, the state makes available to local school systems information on education improvement strategies supported by current research and provides opportunities for professional development and continuous growth. The state creates and supports the capacity for local professional development and encourages and supports faculty at institutions of higher education to participate in professional development in schools. The goal is to ensure that every student has a highly qualified teacher.

Specifically, the role of state leadership is to:

1. Implement a coherent statewide professional development system that targets resources, programs and personnel to identified needs of school systems and schools.
2. Identify effective educational and professional development practices and provide information about them to school personnel.
3. Ensure that state policies, rules, and regulations provide guidance and flexibility to school systems and schools in developing and carrying out professional development.

# TENNESSEE STATE BOARD OF EDUCATION

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4. Allocate adequate resources to professional development and mentoring of teachers.
5. Ensure that professional growth and development needs are identified in the needs assessment and planning processes.
6. Establish criteria for approval of school improvement plans that ensure that both professional development and mentoring of teachers relate directly to identified student needs and are consistent with professional development standards and state curriculum standards.
7. Require school systems to describe the alignment of the standards when they request funding for any program that includes professional development.
8. Create opportunities to build learning communities across the state among educators from pre-kindergarten through higher education (P-16).
9. Recommend, support and evaluate the use of technology resources for professional development to share statewide.
10. Assist school systems by providing support for the effective use of technology in the classroom.
11. Support partnerships among public schools, higher education and professional organizations in continuing professional development of the state's teachers and administrators.
12. Work with business and industry to encourage the sharing of resources, expertise, and opportunities for professional growth and development with educators.
13. Provide a conduit for teachers, principals, supervisors and superintendents to communicate their professional development needs through their respective state and local study councils.

### School System Responsibilities

Primary responsibility for the design and delivery of professional development belongs to the local school system. Each system must create the capacity for ongoing professional development by providing resources and information to schools and to individual teachers and administrators. The *Master Plan*, *Teacher Education Policy*, policies for the principal and the supervisor, and the *Framework for Evaluation and Professional Growth* all emphasize the role of local schools and school systems in professional development consistent with

# TENNESSEE STATE BOARD OF EDUCATION

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NSDC staff development standards. School systems must work with schools in planning and implementing a school-focused professional development program.

Specifically the role of the school system leadership is to:

1. Establish a climate and policies in support of professional growth and development for all professional and paraprofessional employees by adopting policies and allocating sufficient resources for professional development.
2. Engage all school leaders in planful, integrated, career-long learning to improve student learning.
3. Conduct a professional development needs assessment, support schools in establishing their specific professional development needs in relation to standards and data on student achievement, and assist schools in locating available resources to meet these needs.
4. Focus professional development to enhance educator knowledge of the subject content related to state curriculum standards, use of data and assessments to inform classroom practice, and strategies to meet the needs of English language learners and students with special needs.
5. Establish a system to regularly evaluate the impact of professional development on increased teacher effectiveness and improved student learning.
6. Provide in professional development the skills and strategies to assist educators in working effectively and collaboratively with paraprofessionals, parents and community members.
7. Consider professional development implications of any comprehensive change process focused on improving student learning.
8. Recruit and select personnel who display willingness to participate in continuous learning and willingness to invest in professional growth.
9. Develop partnerships with institutions of higher education to further the growth and development of pre-service and experienced teachers.
10. Collaborate with other school systems to maximize professional development resources.

# TENNESSEE STATE BOARD OF EDUCATION

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### School Responsibilities

A school focused on student learning establishes an organizational structure and information system for implementing its own professional development plan, consistent with its goals and school improvement process. The school assesses its needs continuously and makes adjustments in its the school improvement plan. Teacher and administrator learning is an integral part of school life and time is allocated for it, preferably embedded within the school day.

Specifically, the role of the school leadership is to:

1. Assess the professional development needs in relation to standards and implement professional development needed to meet school, system, state, and federal goals.
2. Establish a process to ensure that school improvement plans include professional development plans consistent with NSDC standards and this policy.
3. Ensure that individual growth plans developed through the use of the *Framework for Evaluation and Professional Growth* are of high quality and consistent with NSDC standards. Incorporate measures of accountability that direct attention to valued learning outcomes.
4. Provide time and resources for teachers and administrators to collaborate on common goals; observe examples of good practice both within and outside of the school and school system; and reflect on their practice.
5. Ensure that professional growth and development is continuous, ongoing, and job-embedded and includes follow-up and support for further learning.
6. Model effective learning processes; provide opportunities to reflect on new learning and to demonstrate and share knowledge.
7. Base content of professional development on analysis of actual student performance related to Tennessee curriculum standards, *Early Childhood Education Policy*, *Middle Grades Policy*, and *High School Policy*.
8. Encourage collaboration among all stakeholders; incorporate into school plans professional development opportunities offered by the school system, state, higher education, professional organizations and business.
9. Provide continuous evaluation of professional development with the results used for planning and provide feedback to schools, teachers, and providers.

# TENNESSEE STATE BOARD OF EDUCATION

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### Individual Educator Responsibilities

Teachers and administrators assume responsibility for their own continuous learning and contribute their knowledge to colleagues in their school. Individual educators strive to create a professional learning community and to help create conditions that allow all stakeholders to work well together. They channel their efforts toward a clear, commonly shared purpose for student learning and toward fulfilling the goals of the school improvement plan.

Specifically, the role of the individual educator is to:

1. Access professional literature, engage colleagues, participate in professional organizations, and use technology and other resources to support their own professional growth and development.
2. Deepen content knowledge related to the state curriculum standards in the subjects they teach and seek professional development opportunities to access additional strategies to provide effective instruction to their students.
3. Reflect on their own professional practices and continually evaluate the effect their instruction has on students; use the information to modify instruction accordingly.
4. Develop individual growth plans related to school goals, their own learning needs and the learning needs of their students.
5. Assist in the development of beginning teachers.
6. Model effective learning processes for colleagues.

### Role of Other Organizations

Institutions of higher education and professional organizations can play important roles by collaborating with PreK-12 educators, sharing new knowledge regarding effective practices and providing professional development for educators. Business and industry can provide new perspectives by sharing their professional development resources and experiences with educators.

# TENNESSEE STATE BOARD OF EDUCATION

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### Available Resources

Professional development is a central element needed to accomplish the goals of the Education Improvement Act, the Education Reform Act, and the Master Plan. The Basic Education Program (BEP) funding formula generates funds that local school systems can use to support professional development. The Education Reform Act, if funded, would provide additional professional development. The higher education funding formula provides funds to colleges and universities that can be used to enhance professional learning. Federal programs provide significant funding for professional development activities.

State and local funds provide for five inservice days each year for educators. The state salary schedule provides additional salary increments for the completion of advanced study. State law regarding inservice and State Board of Education policy regarding teacher education direct that emphasis be given to assisting beginning teachers and administrators to help them in the first years of teaching and school leadership. The BEP funding formula provides funding for supervisory positions to be determined in accordance with local priorities; such personnel can be used to develop the capacity for locally initiated professional development.

The State Department of Education provides institutes, academies and workshops which local educators are encouraged to attend. Colleges and universities offer programs and have expertise that can help educators. Local school systems have latitude in scheduling the time within the school day to create opportunities for collaborative professional development activities.

### Resources

This Professional Development Policy draws upon publications and research of the National Council for Staff Development and others. Schools and school systems are encouraged to consult them as they develop their own professional development plans.

Council of Chief State School Officers in partnership with the National Policy Board for Educational Administrators. 2000. Standards Based Professional Development for School Leaders. Washington, DC. [www.ccsso.org](http://www.ccsso.org).

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Interstate School Leaders Licensure Consortium. 1996. Standards for School Leaders. Council of Chief State School Officers. Washington, DC. [www.ccsso.org](http://www.ccsso.org).

Killion, J., 2002. Assessing Impact: Evaluating Staff Development. National Staff Development Council. Oxford, OH.

Loucks-Horsley, S., Hewson, P.W., Love, N., and Stiles, K.E. 1998. Designing Professional Development for Teachers of Science and Mathematics. Thousand Oaks, CA: Corwin Press.

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**Appendix A**  
**Definitions from Title IX of the**  
**Elementary and Secondary Education Act of 2001**

PROFESSIONAL DEVELOPMENT - The term professional development --

- (A) includes activities that--
- (i) improve and increase teachers' knowledge of the academic subjects the teachers teach, and enable teachers to become highly qualified;
  - (ii) are an integral part of broad schoolwide and districtwide educational improvement plans;
  - (iii) give teachers, principals, and administrators the knowledge and skills to provide students with the opportunity to meet challenging State academic content standards and student academic achievement standards;
  - (iv) improve classroom management skills;
  - (v)
    - (I) are high quality, sustained, intensive, and classroom-focused in order to have a positive and lasting impact on classroom instruction and the teacher's performance in the classroom; and
    - (II) are not 1-day or short-term workshops or conferences;
  - (vi) support the recruiting, hiring and training of highly qualified teachers, including teachers who became highly qualified through State and local alternative routes to certification;
  - (vii) advance teacher understanding of effective instructional strategies that are
    - (I) based on scientifically based research (except that this subclause shall not apply to activities carried out under part D of title II); and
    - (II) strategies for improving student academic achievement or substantially increasing the knowledge and teaching skills of teachers; and
  - (viii) are aligned with and directly related to--
    - (I) State academic content standards, student academic achievement standards, and assessments; and

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- (II) The curricula and programs tied to the standards described in subclause (i) except that this subclause shall not apply to activities described in clauses (ii) and (iii) of section 2123(3)(B);
  - (ix) are developed with extensive participation of teachers, principals, parents, and administrators of schools to be served under this Act;
  - (x) are designed to give teachers of limited English proficient children, and other teachers and instructional staff, the knowledge and skills to provide instruction and appropriate language and academic support services to those children, including the appropriate use of curricula and assessments;
  - (xi) to the extent appropriate, provide training for teachers and principals in the use of technology so that technology and technology applications are effectively used in the classroom to improve teaching and learning in the curricula core and academic subjects in which the teachers teach;
  - (xii) as a whole, are regularly evaluated for their impact on increased teacher effectiveness and improved student academic achievement, with the findings of the evaluations used to improve the quality of professional development;
  - (xiii) provide instruction in methods of teaching children with special needs;
  - (xiv) include instruction in the use of data and assessments to inform and instruct classroom practice; and
  - (xv) include instruction in ways that teachers, principals, pupil services personnel, and school administrators may work more effectively with parents; and
- (B) may include activities that--
  - (i) involve the forming of partnerships with institutions of higher education to establish school-based teacher training programs that provide prospective teachers and beginning teachers with an opportunity to work under the guidance of experienced teachers and college faculty;
  - (ii) create programs to enable paraprofessionals (assisting teachers employed by a local educational agency receiving assistance under

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part A of title I) to obtain the education necessary for those paraprofessionals to become certified and licensed teachers; and

provide follow-up training to teachers who have participated in activities described in subparagraph (A) or another clause of this subparagraph that are designed to ensure that the knowledge and skills learned by the teachers are implemented in the classroom

The Cornersville FFA chapter would like to request permission to attend the National Farm Machinery Show February 17<sup>th</sup> 2012 in Louisville, Kentucky. We will leave Cornersville at approximately 4:30am and return at approximately 11:00pm on February 17<sup>th</sup>. Chaperones will be Keith Vanhooser and possibly Lane Worley, accompanied by a few parents of the attending FFA members. We will be traveling by charter bus or school bus.

-Keith Vanhooser

Jacob Gentry

X Keith Vanhooser

X Jacob Gentry

Approved Bob Edens - 1-26-12