

FRANKLIN COUNTY SCHOOL BOARD  
Special Meeting

January 20, 2011 - 5:00 p.m. - Willie Speed School Board Room -85 School Road, Eastpoint

The Special Meeting was held on the above date with the following members present: Chairman Jimmy Gander, Ms. Teresa Ann Martin, Mr. David Hinton, Mr. George Thompson and Mr. Carlton Whaley. Also present were Nina Marks, Superintendent and Barbara Sanders, Board Attorney.

**1 CALL TO ORDER/APPROVE AGENDA**

Chairman Jimmy Gander called the meeting to order.

Ms. Martin moved to approve the agenda, second by Mr. Hinton. The motion carried unanimously.

**2 REPORTS**

**A. Stipulations (5) (Supt. Marks) APPROVAL**

Mr. Hinton moved to approve item #2, second by Mr. Thompson. There was no discussion. The motion carried unanimously.

**3 Minutes Approval**

**A. 12/30/10 FCSB Special Meeting**

Mr. Whaley moved to approve item #3, second by Ms. Martin. The motion carried unanimously.

**4 Student Transfer**

**A. Student from Franklin County to Gulf County (Supt. Marks)**

Mr. Thompson moved to approve item #4, second by Mr. Hinton.

In the discussion that followed, the issue was why the student needed Board approval if they were moving to Gulf County and what proof could be required for the move.

Attorney Sanders advised the Board that the proof, as to student's moving is an issue and the proof of residence in the receiving county is also an issue.

The motion carried unanimously.

**5 Substitutes**

**A. Substitute List - January List Addition**

Mr. Whaley moved to approve item #5, second by Mr. Thompson. The motion carried unanimously.

**6 Positions**

**A. Diane McGrath - Retirement**

**B. Technology Technician Position (D. Meyer)**

**C. Tiffany Stanley - ESE Paraprofessional - ESOL (B. Wilson)**

Mr. Whaley moved to approve #6 A, B, C, second by Ms. Martin.

Ms. Hinton asked if the 6B position could be delayed.

Superintendent Marks explained that the Panhandle Area Education Consortium is to adopt new software in which Franklin County District would participate. Mr. Meyer as Technology Director needs to be free to oversee the new software for the district and it would be an ongoing responsibility for the maintaining of the software program. The Technology Tech position is needed to oversee day-to-day technology maintenance issues of the schools and district office.

Other topics of discussion included funding for the technology position (6B), funding for ESOL position (6C), the technology position being an OPS position and the person still to receive benefits.

Chairman Gander finished the discussion by recommending abolishing a maintenance position and creating the requested technology position.

The motion carried unanimously.

Attorney Sanders clarified that the Board had created a position and that it would be advertised. The person hired to fill the position would be brought back before the Board for approval.

Chairman Gander requested that a recommendation to abolish a maintenance position also be brought back before the Board.

7 Travel Request

A. FETC - David Meyer, Marvin Boyd, Priscilla Tucker, Karen Ward FYI

8 Contracts

A. Architectural Firms Services Contracts (B. Sanders) **APPROVAL**

Items #7 was an information item only and Attorney Sanders declared item #8 as an information item only with no action taken. Attorney Sanders explained that she had received various contracts that Mr. Carroll had collected from the five architects that the Board had chosen. She stated that her and Mr. Carroll's goal was to put together one contract from those contracts. She is working on that goal.

9 Plans

A. Sparsity Funding Process (Supt. Marks) **APPROVAL – No Action**

Superintendent Marks expounded upon a graph Mr. Carroll had designed referencing Sparsity Funding. She stated that Franklin County earns \$809,000 through the sparsity formula. But, because of the wealth adjustment, which is property values, it zeros out.

She reported to the Board that a Legislative Delegation had been in the Franklin County Courthouse the previous week. Superintendent Marks attended and gave each one of the delegates a packet explaining how sparsity funding is designed and who qualifies. She stated that Franklin County is on a list with 27 other districts to qualify for sparsity but is the only district that gets nothing because of rural economic value.

Ms. Marks went to the delegation and asked them to please research who makes the final decision on how the sparsity formula affects funding for Franklin County. She further stated that it would appear that Franklin is being penalized. Franklin has received nothing since 2005 according to the report. Franklin is a flat line in the middle of the graph.

Superintendent Marks then presented the argument for Franklin to receive the sparsity funding. She stated that Mr. Montford, Mr. Patronis and Mr. Bemby have files on this and they are talking to her. She and Mr. Gander are working on some things and talking to someone else about having some help with this. She continued by stating that the bottom line is that Franklin County is reported as the highest property rich district in the state but on the flip side of that it is said the this is the cheapest place to live. She stated that these phrases are in the reports. Superintendent Marks reported to the Board that the other piece to this is that Franklin receives \$8000 per student based on property values. The reason why Franklin is the only district in the state that gets that much money is because of the low enrollment, which is divided into the taxable values. Other districts get \$5000 or \$6000. Franklin's is the highest in the state. The thought is that Franklin already gets that amount so why would the district want the \$809,000. Superintendent Marks stated that she needed the \$809,000 just like anyone else would need the \$809,000. Therefore, the formula is being researched by looking at all of the foreclosures that have occurred in Franklin County to see if that may be cause for adjustment. Ms. Marks gave a comparison of Gulf County. Gulf County's sparsity amount was \$1.3 million in one column, yet they fell into the formula like Franklin. They went in and adjusted their funding based on their wealth adjustment and they still received \$500,000. Ms. Marks stated that her argument was, that if Franklin could be adjusted down why can't Franklin be adjusted back up.

Superintendent Marks reported that she had requested a meeting in Tallahassee and is waiting to hear when that can happen.

Mr. Hinton contended that the statute needed changing that controls how the sparsity funding is calculated instead of arbitrarily asking for changes for Franklin County. He stated that statutory change was what needed to be emphasized.

Chairman Gander and Mr. Hinton commended Ms. Marks for following up on this issue.

Ms. Marks stated that one of the downsides to all of this was that she did not have a problem going and meeting with legislators in their offices in Tallahassee but she just did not have the time to sit up there everyday and keep standing behind certain people that are in charge of appropriations for K-12 and keep saying "Don't forget Franklin". Ms. Marks stated that this was being discussed; having more physical presence in Tallahassee.

Mr. Hinton stated that if it got to a point where a statute is involved and Ms. Marks would let him know what the statutes are he would contact Mr. Doolin and have him be on top of it everyday.

## 10 Policies

### A. Leave Time Donation - Permission to Advertise (R. Carroll) **APPROVAL**

Attorney Sanders had compared the proposal in #10A to what is currently in the contract and compared it to what Florida Statute allows. She wanted to make sure she understood correctly. She asked if the intent was that there is no accrual necessary to participate whereas in the old contract it was necessary to accrue five days. Mr. Carroll agreed "do not have to accrue any time" was the intent. She understood that in the old contract thirty days was maximum withdrawal and the new contract allows forty days maximum.

She continued that the new language does not mention accidents. She questioned if someone was critically injured, would they not be allowed to participate. The Board agreed that "including accidental" should be added to the language. Attorney Sanders would also fix the language so that it clearly defines that the employee member may use the bank to care for the identified family members if the employee member of the pool is the only caretaker available for that family member.

Attorney Sanders questioned the language "controlled situationally" as it referred to open enrollment.

Mr. Carroll explained that if an employee member had a catastrophic illness and there were no days to draw on then an "open enrollment" period could be declared by a committee in order for employees to add to the bank with all the other criteria still applying.

Mr. Whaley confirmed that "no person giving more than three days per year" still applied. Mr. Carroll agreed.

Attorney Sanders restated her understanding of the "open enrollment" period and the "situationally open enrollment" period.

Attorney Sanders then questioned what would happen if two people applied at the same time to the bank. Would it be on a "first come, first served" basis?

Mr. Carroll agreed that "first served" would be "whoever" filled out the forms first with all the illness criteria applied, and presented it to the designated committee.

Ms. Sanders stated that in the current contract there is an involved system for procedures that is left out of the new contract. Her opinion was that this was unintentional. Her advice was that system of procedures in the current contract needed to be placed in the new contract.

Ms. Sanders stated that the contract does comply with Florida Statutes.

Attorney Sanders wanted to bring the contract back before the Board with melded language, which includes all of the safeguards that are in the current contract.

Mr. Whaley stated for verification that the only way an employee could draw from the pool is to contribute to the pool. Attorney Sanders confirmed that this was true.

Chairman Gander was concerned about timing. His understanding was that this contract was to be approved at this meeting.

Attorney Sanders informed the Board that this item has to be adopted as a school board policy and will be part of the Union's contract. Chairman Gander understood that the reason behind this new contract was that a certain employee was in need of it and the policy needed to be expedited for that person.

Mr. Carroll had been advised by Mr. Jerry Copeland that the policy would have to be advertised the number of days dictated by statute.

Chairman Gander asked if the Board could approve at this meeting with suggested changes by the attorney and get it off the desk of the Board. Ms. Sanders agreed they could.

Mr. Whaley moved to approve Item 10A with the revisions stated by Attorney Sanders and have it advertised, second by Mr. Hinton. The motion carried unanimously.

Ms. Marks asked if the Board would be discussing architects at the next meeting.

Attorney Sanders agreed. She further stated that she hoped to have at the next meeting, for the Board's review, what she proposes for the Franklin County contract with its five architects that she will get from cutting and pasting what she likes out of the examples given her by Mr. Carroll.

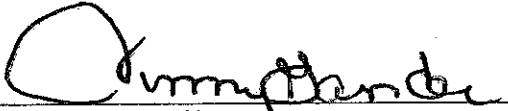
Chairman Gander suggested that the Board approve Ms. Sanders drawing up the contract proposal for the architects at this meeting.

Chairman Gander asked Superintendent Marks if that met with her approval. Superintendent Marks replied that she was ready to move on projects.

Mr. Thompson moved to approved, second by Ms. Martin. The motion carried unanimously.

11 Adjournment

Chairman Gander adjourned the meeting.



Jimmy Gander, Chairman



Nina Marks, Superintendent