

FRANKLIN COUNTY SCHOOL BOARD  
Regular School Board Meeting

April 07, 2011 - 6:00 p.m. - Willie Speed School Board Room

The Regular School Board 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 agenda, second by Mr. Hinton. The motion carried unanimously.

2 INVOCATION AND PLEDGE OF ALLEGIANCE

Mr. Carlton Whaley gave the invocation, followed by the pledge to the flag.

3 REPORTS/INFORMATION ITEMS

- A. Nina Marks, Superintendent
- B. Barbara Sanders, FCSB Attorney
- C. Board Members

Superintendent Marks reported that a Pepsi Grant had been received. This will provide a portable, 20X40 outdoor canopy for Franklin County School campus.

The Food Service had received a Fresh Fruit and Vegetable Grant which provides these healthy foods for the students.

Superintendent Marks requested a special Franklin County School Board meeting for April 14, 4:00 p.m. followed by a discipline hearing at 6:00 p.m. She also requested the regular meeting of May 5 be rescheduled for May 11.

Mr. George Oehlert reported that the Brain Bowl Team was in a competition in Orlando and that Ms. Christine Hinton was funding a banquet for the Brain Bowl Teams on April 19.

Barbara Sanders, FCSB Attorney, presented an AIA standard form contract from DAG architects for the Marine Science Dock. The price quoted in the contract was for architectural and engineering work, \$18,140 for the pier and \$10,890 for the concrete walkway.

After further discussion Ms. Martin moved to accept contract, second by Mr. Whaley. The motion carried unanimously.

Attorney Sanders gave each Board member a copy of the PSBI Construction Management Agreement and stated she had read and the changes that had been requested were done. She explained that it was a "cost plus" contract. She listed to the Board what the "costs" were. Ms. Sanders reported that Mr. Boyette, PSBI Construction, had decided to charge a flat 7% rate regardless of the amount of the project. She further explained that the contract was an exclusive contract thereby the reason for the 7% flat rate.

Chairman Gander stated that the Board consented at a previous meeting to have the exclusive contract with PSBI.

Attorney Sanders explained that the only thing that had not been put before the Board, in terms of cost, was PSBI locating someone in Franklin County thereby making lodging expenses and per diem a cost. She asked Mr. Boyette, PSBI, to address that issue with the Board to see if that was something the Board would agree to or not.

Mr. Boyette explained that the Construction Management contract was built with a cost plus with a guaranteed maximum price (GMP).

A recording of the entire proceedings is available, upon request, for a fee.

PSBI had been working with Dave Vincent, JRA Architects, and Mr. Boyette had met with him and his consulting team the previous week. Mr. Boyette had received information about where JRA was in reference to the design phase of the project.

Mr. Boyette reported that JRA would have 100% of the construction documents on April 29 and in the meantime PSBI, after the contract is executed, will start advertising the project that is coming, and start workshops and seminars locally. The discussions will cover when the project will be up for bid. Once PSBI has 100% of the documents they will prepare bid packages, etc. and issue to contractors, set a bid date, come in and do a public bid opening. Then from there the information would be prepared to create a Guaranteed Maximum Price (GMP) based on that set of documents.

One of the costs discussed was travel expenses. The only travel expense Boyette would be charging this job would be a superintendent that is based out of Tallahassee who will come down to Franklin County and would rent an efficiency, apartment or house of some form or fashion because he would be in the county for this first project at least six or seven months. Mr. Boyette wanted to get that cost as part of PSBI's construction cost. That was his question, "Would the Board allow them to put that as a cost of the fee?"

Chairman Gander asked Mr. Boyette if he was speaking of the actual cost of lodging and Mr. Boyette agreed and said it would be for one person only. Mr. Boyette quoted a cost of a little over \$5,000 or so for the extended period.

Ms. Sanders stated the PSBI lawyer had put in for per diem.

When the manager is home, he eats at home but when he travels, PSBI pays a per diem. PSBI pays about \$35 a day for a superintendent on the road.

Mr. Boyette said it was up to the Board to determine if it was a cost of the project.

Ms. Sanders clarified that if the project was in Tallahassee the company would not have this cost. She stated that whether he was on the road or not he had to eat. She suggested the Board think about it in terms of lodging versus per diem. It is strictly a policy question for the Board.

Chairman Gander wanted to address it from a "maximum amount allowed" and wanted a cap on lodging and everything.

Mr. Boyette agreed.

The Board's discussion was to choose an amount within reason and the construction superintendent would choose where he would stay. They agreed it should be a reasonable amount.

Mr. Boyette agreed with that concept but had not researched the cost yet of the superintendent's stay in the county in order to consider what is a reasonable amount.

Chairman Gander stated that this cost should be done on a "job by job" basis.

Mr. Boyette agreed that was what he meant.

Ms. Martin suggested Mr. Boyette bring back to the Board some prices that are reasonable.

Attorney Sanders stated "So, then in that paragraph we will say, 'as agreed by the owner on a case by case basis.'"

Ms. Sanders recapped the process by stating that all costs should be out in the open so the Board would not receive a bill later for something of which they were not aware.

Ms. Sanders advised that the main cost of the project was on page three, paragraph eleven, A through S.

She had put in the contract, by the things the Board might not normally do, "as authorized by the owner" or "if authorized by the owner".

Mr. Boyette stated that the Board would be notified of all costs before they are incurred.

Attorney Sanders explained that paragraph 8B on page 2 had added language that the "GMP will be established and agreed upon before any work is done" so if Mr. Boyette brings in a GMP with cost the Board does not want then the Board can negotiate at that time or just not go through with the project.

Chairman Gander asked the duration of the contract and Attorney Sanders stated "two years." Mr. Gander then asked if there was a mutual consent clause, to which Ms. Sanders replied "no, it's a for cause clause. She directed the Board to that part of the contract that started on bottom of page 27, paragraph 26.

Chairman Gander wanted assurance that anything the District's maintenance crew did, would not be limited by this contract.

Mr. Boyette assured him that the Board determines what minor projects are to be under the Construction Manager's control.

Chairman Gander presented the document recommended by Attorney Sanders and Superintendent Marks with any discussed changes to be done by Ms. Sanders, for approval.

Mr. Whaley so moved, second by Mr. Thompson. The motion carried unanimously.

There were no reports from the Board.

#### 4 ENTERTAIN BUSINESS OR PRESENTATIONS FROM VISITORS

Ten (10) minutes shall be allocated to the proponent/opponent/Superintendent & Board Members - 30 minutes maximum (FCSB Policy: Chapter 2.00 School Board Governance and Organization - Board Meetings 2.22, 4C)

A. H/S Beta Club Event - Ms. Elinor Mount-Simmons

Ms. Elinor Mount-Simmons announced an April 28 Beta Club event to the Board.

#### 5 Minutes Approval

A. 3/10/11 FCSB Meeting Minutes

B. \*\*\*3/24/11 FCSB Meeting Minutes

Mr. Thompson moved to accept as presented, second by Mr. Hinton. The motion carried unanimously.

#### 6 Student Travel

A. St. Augustine - Fourth Grade (D. Barber, G. Oehlert)

#### 7 Contracts

A. \*\*\*Apalachee Center BP Grant (R. Carroll)

#### 8 Agreements

A. Focus/SIS Enterprise Resource Software Lease Agreement (R. Carroll)

B. \*\*\*Centennial Bank "Cash Management System" (R. Carroll)

9 Plans

- A. Handbook - District Certification of Non-Degreed Full and Part Time Vocational Instructional Personnel (N. O'Grady)

Mr. Hinton moved to approve item #s 6, 7, 8 & 9, second by Mr. Whaley.

Mr. Roy Carroll, Finance Director, discussed the BP Grant. He explained that students who receive counseling, that qualifies, the BP Grant will cover those expenses, that is for every hour that is spent by FCSB, BP will pay \$25 an hour to FCSB.

Mr. Carroll discussed the Cash Management System. He explained there would be a cost savings to FCSB by eliminating paper trails, eliminating wire transfer for some Direct Deposits and free ATM.

Mr. Carroll recommended this item and further explained that provisions were available for employees without checking accounts. Their payroll amount would be deposited to a type of debit card which Centennial Bank would provide for a one time fee of \$4. He stated that employees would still receive a printout of deductions.

The motion carried unanimously.

10 Reports

- A. \*\*\*FCSB Financial, Operational, and Federal Single Audit FYE 6/30/10 Report No. 2011-137 March 2011

11 Memorandum of Understanding

- A. STEP Grant Program (N. Marks)

Mr. Thompson moved to approve item #s 10 & 11, second by Mr. Whaley. The motion carried unanimously.

12 Substitutes

- A. Substitute List April 2011

13 Positions

- A. FCS Administrative Support Staff 2011/2012 (G. Oehlert)

1. Connie Sawyer - Bookkeeper
2. Sonja Buffkin - Secretary
3. Sharon Browning - Secretary

- B. \*\*\*Transportation

1. Leigh Shiver - Mechanic (R. Coursey)

14 Monthly Bills (Mailed to Board)

- A. 03/09/11 - \$357,249.08
- B. 03/23/11 - \$125,865.17
- C. 03/30/11 - \$ 98,658.65

Mr. Hinton moved to approve item #s 12, 13 & 14, second by Mr. Thompson.

Mr. Gander verified that the Transportation Mechanic had certification.

The motion carried unanimously.

15 Monthly Financial Report NO ACTION

16 Travel Requests

- A. Jaime Duhart, Barbara Lee, Heidi Montgomery - AP Summer Institute FYI
- B. Eric Bidwell, Eddie Joseph, Al London - Ron Clark Academy FYI
- C. Nick O'Grady - Florida Assoc. of State and Federal Education Program Administrators (FASFEPA) FYI

There was no action taken on item #s 15 & 16.

17 Bid Award

- A. \*\*\*Grounds Maintenance Bids (R. Carroll) ACTION

Mr. George Oehlert, Principal, Franklin County School addressed the Board. He reported that he had met with each bidder for Grounds Maintenance and his recommendation was David Myrick of Captain David's Lawn Service. Mr. Oehlert stated that he would oversee the quality of the service.

Chairman Gander authorized Mr. Oehlert to cancel the service if he were not satisfied.

Mr. Hinton moved to accept Mr. David Myrick's bid, second by Mr. Whaley. The motion carried unanimously.

18 Other


- A. Florida Assoc. of District School Superintendent's (FADSS) Letter to Dr. Eric Smith  
Upon Occasion of His Resignation
- B. The Nest - Formative Evaluation Report - 2010-2011 Grant Year (D. Williams) FYI

19 Adjournment

There were closing comments from Mr. Hinton regarding controlled burn area by the Forestry Service and Ms. Marks regarding long term plans for PreK and the District Office.

Mr. Joe Taylor, Franklin's Promise Coalition, addressed the Board concerning "Step up Franklin" Project for which Franklin County School Carpentry students are to build house steps.

Ms. Martin moved to adjourn, second by Mr. Hinton. The motion carried and the meeting adjourned.



Jimmy Gander, Chairman



Nina Marks, Superintendent