

THE SCHOOL BOARD OF
ESCAMBIA COUNTY, FLORIDA

MINUTES, MAY 16, 2014

The School Board of Escambia County, Florida, convened in Regular Workshop at 9:00 a.m., in Room 160, at the J.E. Hall Educational Services Center, 30 East Texar Drive, Pensacola, Florida, with the following present:

Chair: Mrs. Linda Moultrie Vice Chair: Mrs. Patricia Hightower

Board Members: Mr. Jeff Bergosh
Mr. Gerald W. Boone
Mr. Bill Slayton

School Board General Counsel: Mrs. Donna Sessions Waters

Superintendent of Schools: Mr. Malcolm Thomas

Meeting was advertised in the *Pensacola News Journal* on April 26, 2014 - [Legal No. 1622969](#)

I. CALL TO ORDER

Mrs. Moultrie called the Regular Workshop to order at 9:00 a.m.

The following topic was postponed from the May 15, 2014 Special Workshop:

- 2014-2015 Meal Prices – *Superintendent*
[[Handout](#) provided]

Ms. Jaleena Davis, Director of School Food Services, addressed the School Board regarding a recommendation to increase the elementary lunch price from \$2.00 to \$2.25 for the 2014-2015 school year; staff would then revisit the Food Service fund balance to determine whether or not an increase at the secondary level would be required in school year 2015-2016. Ms. Davis explained that Section 205 of the Healthy Hungry Free Kids Act of 2010, stated in summary, that a school food authority must establish a paid lunch price that is equal to or greater than the difference between the free reimbursement rate and the paid reimbursement rate. School Board Members noted the “terrible timing” of this request pointing out that many families throughout Escambia County had been impacted by the recent flood event. They were concerned that an increase in the elementary lunch price might be an added burden to many of those families. Upon inquiry by Mr. Slayton, Ms. Davis confirmed that because the School District was in a strong financial position (i.e., excess 3 months operating expenses), it could request a waiver to avoid price increases. It was the consensus of the School Board to leave the elementary lunch price at \$2.00 for the 2014-2015; the matter was to be readdressed the next year.

II. COMMENTS FROM THE SUPERINTENDENT

Budget Update

At the request of the Superintendent, Mr. Terry St. Cyr, Assistant Superintendent for Finance and Business Services, narrated a brief PowerPoint® [presentation](#) entitled “*Florida Education Finance Program – Revenue Outlook – For the Fiscal Year Ending June 30, 2015.*”

Update on Flood Damage

At the request of the Superintendent, Mr. Shawn Dennis, Assistant Superintendent for Operations, gave a brief update on damages to School District facilities as a result of the recent flood:

- Minor damage at a number of school sites
- Moderate damage (typically \$100,000 or less):
 - Brentwood Elementary, \$30,000 in damages, flooded rooms
 - Montclair Elementary, \$27,000 in damages, flooded rooms
 - Sherwood Elementary, \$67,000 in damages, flooded rooms
 - Ensley Elementary, \$27,000 in damages, flooded rooms
 - Escambia High, \$38,000 in damages, flooded rooms, athletic facilities, and gymnasium
- Major damage at Holm Elementary School due to catastrophic water intrusion, approximately \$750,000 for immediate remediation and approximately \$1 to \$1.3 million in reconstruction.

Due to the number of individuals who had wished to address the School Board regarding the Student Rights & Responsibilities Handbook (Item V.a.2.a. on the May 20, 2014 Regular Meeting agenda), the School Board agreed to move Section VII, *Public Forum*, forward on the agenda.

The following individuals requested that the School Board consider updating its bullying and non-discrimination policies to include gender identity/expression:

- Devin Cole, representing the University of West Florida (UWF) Gay-Straight Alliance
- Debra Dubose, LCSW, representing A Safe Port Counseling Center and speaking as a mother
- Jacob Steelman, representing the University of West Florida (UWF) Gay-Straight Alliance
- Scott Satterwhite, speaking as an individual
- Ryan Freeman, speaking as an individual
- Sara Latshaw, representing the American Civil Liberties Union (ACLU)
- Keyontay Humphries, representing the Pensacola Alliance for Equality
- Lindsay Myers, speaking as an individual
- Reverend Booth Iburg, representing Holy Cross Metropolitan Community Church
- Shay Fuscella, speaking as an individual
- Jeri Lynn Mangers, speaking as an individual
- Josh Menge, speaking as an individual

- Gerald Wingate, representing the Escambia Youth Justice Coalition (EYJC), addressed the need for student discipline reform in Escambia County. Mr. Wingate suggested that there was disparate treatment of students of different races in terms of discipline.
- Keyontay Humphries, representing the Escambia Youth Justice Coalition (EYJC), requested the School Board consider updating its bullying and non-discrimination policies to include gender identity/expression. Ms. Humphries also addressed the need for student discipline

- reform in Escambia County. She provided School Board Members with a copy of the EYJC's [proposal](#) for changes.
- Lorraine Ogan, representing the Escambia Youth Justice Coalition (EYJC), requested the School Board consider updating its bullying and non-discrimination policies to include gender identity/expression. Ms. Ogan also addressed the need for student discipline reform in Escambia County.

Deed of Realty Between the School Board of Escambia County, Florida and the Town of Century, Florida (Item V.b.4.A.2.a)

Mrs. Hightower requested an explanation on this item. Mr. Shawn Dennis, Assistant Superintendent for Operations, said the Town of Century was in the process of a very aggressive capital project in that region and as part of that project, they were essentially mandated to mitigate a certain percentage of local wetlands. As such, he said the Town of Century had approached the School District as they were aware that the School District had a portion of wetlands directly to the north of the existing former Carver-Century K-8 campus. The Town of Century asked the School District to do a conservation of easement for them to qualify that particular amount of acreage for the mitigation requirements. In the course of researching that request, School District staff discovered that in the 80's the School Board had allowed the Town of Century to use approximately five (5) acres to the north of the former Carver-Century K-8 campus as an adjunct annex to the Century baseball complex. Exhaustive research of the records shows that the five (5) acres had never been formally conveyed to the Town of Century. So rather than just structure a conservation easement, School District staff had taken a conservation portion of the wetlands and the five (5) acres currently under use by the Town of Century, and conveyed that entire parcel to them.

Sales Agreement Between the School Board of Escambia County, Florida and Body of Christ Ministries Worldwide, Inc. (Item V.b.4.A.2.c. on May 20, 2014 Regular Meeting agenda)

Mr. Bergosh noted that the School Board "had gone down this road a couple of times" referring to the fact that several groups had attempted to purchase the Brownsville property but were unable to secure the appropriate financing. Upon inquiry by Mr. Bergosh, Pastor Paul Porterfield, from Body of Christ Ministries Worldwide, Inc., confirmed that he had already secured the financing necessary to follow through with the purchase.

Lease Agreement for a Portion of the Former Allie Yniestra Elementary School and Purchase Option (Item V.b.4.A.2.e. on May 20, 2014 Regular Meeting agenda)

In response to questions posed by Mr. Bergosh, the Superintendent explained that the rent payments had been structured in such a way as to "entice" this group to follow through with the purchase option (*see* Exhibit "C" – Rents). Mr. Bergosh commented that it was a "very good deal" for this group and he was pleased with the possibility that this vacant building would be sold.

The Superintendent listed the changes that had been made to the May 20, 2014 Regular Meeting agenda since initial publication.

III. MINUTES

- a. 03-13-14 Regular Workshop
- b. 04-11-14 Regular Workshop
- c. 04-15-14 Regular Meeting
- d. ~~04-30-14 Special Meeting~~

DELETED

ADD

e. 04-30-14 Emergency Meeting

There were no questions or comments on any of the minutes (Items a through c) that were prepared by Mrs. Holley DeWees, Administrative Recording Secretary.

NOTE: *The minutes from the April 30, 2014 Emergency Meeting (Item e) were prepared by Mrs. Jackie Dwelle, Office Administration Specialist.* Mrs. Hightower said she appreciated that Mrs. Dwelle had made the changes that she requested to the minutes from the April 30, 2014 Emergency Meeting. Mr. Bergosh recalled two issues that were addressed during the Emergency Meeting but were not reflected in the minutes from that session: (1) During the School Board's discussion about taking that entire rest of the week off, he was fairly certain that it was unanimous among Board Members that would have been a good idea; and (2) during the School Board's discussion about the FCAT he specifically recalled that he and Mrs. Hightower had both said they were not concerned about the FCAT schedule. The Superintendent said if Mr. Bergosh would send him an email message outlining the requested changes, he would be sure that those changes were given to Mrs. Dwelle and she would make the necessary revisions.

IV. COMMITTEE/DEPARTMENTAL REPORTS

e. Recognition of Gulf Power Company

Mrs. Hightower wanted to know what type of recognition the Superintendent had planned for Gulf Power Company; she noted that there were many businesses that did a lot for the School District and she just wanted to make sure that they were being treated equitably in terms of special recognition at a School Board Meeting. The Superintendent said the threshold that he had been using in terms of which businesses received formal recognition during a School Board Meeting was a single contribution of at least \$10,000.

V. UNFINISHED BUSINESS

-None

VI. NEW BUSINESS

a. PROPOSED ADDITIONS OR REVISIONS TO SCHOOL DISTRICT RULES

1. Rule(s) Adoption

a. Notice of Intent to Adopt Amendments To Rules and Procedures Of The District School Board: Chapter 2, Human Resource Services

2.05 Ethics

(3) Tutoring

Tutoring is a learning or instructional activity which is not part of the assigned duties of instructional personnel. Instructional personnel shall neither tutor students for a fee on Board property nor grant students credit or promotion for being tutored. Instructional personnel providing supplemental educational services (SES) pursuant to an outside contract with an authorized SES provider shall not be precluded from providing such services to students on Board property for a fee, provided that such fee is paid solely by the SES provider. Instructional personnel who are hired to provide SES shall not render such services to students currently enrolled in their regular classes or for that

~~portion of the day in which the instructional personnel are under contract with the Board.~~

Mrs. Hightower recalled a conversation at a previous workshop regarding the School Board's policy on tutoring. Upon inquiry by Mrs. Hightower, Mrs. Waters confirmed that a recommendation to revise the verbiage regarding tutoring was forthcoming. Dr. Alan Scott, Assistant Superintendent for Human Resource Services, advised that he would be assembling a committee that would review and make recommendations to improve the current verbiage so that it would legally meet the needs of the School District in terms of providing for appropriate tutoring services for students. Mrs. Waters requested that the School Board move forward with adoption of the amendments to Chapter 2 as submitted on the May 20, 2014 Regular Meeting and allow the committee the time necessary to come up with their recommendations.

- b. Notice of Intent to Adopt Amendments To Rules and Procedures Of The District School Board: Chapter 3, School Operating Procedures

There were no comments or questions on this item.

2. Permission to Advertise

- a. Approval to Advertise Notice of Intent to Adopt Amendments to the School District of Escambia County, Florida Student Rights and Responsibilities Handbook

Welcome Letter from the Superintendent

Mrs. Hightower pointed out that there were two welcome letters from the Superintendent included in the backup documentation: one from the current 2013-14 school year and one for the upcoming 2014-15 school year. Mrs. Spooner confirmed that only the welcome letter for 2014-15 would be included in the Handbook for 2014-15.

Chapter 1: Rights and Responsibilities

D., Parental Rights

When parents are separated or divorced, both parents typically have full rights to participate in the child's school activities, to review educational records and consult with school personnel, and to know what is happening at school. Parents are encouraged to communicate with each other regarding their child's well-being.

*If current legally binding documents (such as a court order) limit or define custody, access to records, or other parental rights, the parents are required to provide the school a **certified** copy of the documents. Certified copies are obtained from the Clerk of Court.*

Checking out a student from school is subject to the provisions of Chapter 3: Campus Arrival/Departure. Students will be released only to the persons listed on the Student Registration Card (sometimes referred to as the "Blue Card.") Only the person who fills out the Student Registration Card may make changes to it. Staff will not monitor parenting plans, custodial arrangements, or timeshare orders; anyone on the Student Registration Card may pick the student up at any time in accordance with the school's pick-up and sign-out procedures.

If a parent believes that he/she has been wrongfully excluded from the Student Registration Card, the parents should discuss the exclusion with each other, and, if necessary, bring it to the attention of the Court. Parents with questions about their rights are encouraged to seek the advice of an attorney.

Mr. Bergosh said he had no issue with the verbiage, he was just curious if it came directly from statute. It was noted that the verbiage was not from statute; rather it was developed by Mrs. Waters after meeting with the local Family Law Attorneys Association. Mrs. Waters said the purpose of this verbiage was to maintain the difference of purpose between the School District and the family law judges in that the School District's purpose was to educate students and a judge's purpose was to enforce court orders.

Mrs. Hightower noted that School Board Members had received an email from Sara Latshaw, of the American Civil Liberties Union (ACLU), asking that the Board include "gender identity/expression" in the areas of the Handbook that addressed bullying and harassment. Mrs. Hightower advised that she would offer a motion at the May 20, 2014 Regular Meeting to amend the Handbook to include "gender identity/expression" in the following areas:

Chapter 1: Rights and Responsibilities

A. Student Rights and Responsibilities

- 7. RESPONSIBILITY: Students have the responsibility not to discriminate against or harass other students on any basis including but not limited to racial/ethnic origins, gender, sexual orientation, gender identity/expression, religion, or disability.*

Chapter 6: Bullying and Harassment

A. Bullying and Harassment

Bullying and harassment also encompasses

- 3. perpetuation of conduct listed in the definition of bullying and harassment by an individual or group on the basis of the victim's real or perceived: sex, race, color, religion, national origin, age, disability (physical, mental, or educational), marital status, socio-economic background, ancestry, ethnicity, gender, gender identity or expression, political beliefs, sexual orientation, or social/family background or being viewed as different in its education programs or admissions to education programs.*

Chapter 10: Dress Code

A. Requirements for Student Dress

The following clothing items are prohibited:

- 4. clothing or accessories associated with discrimination on the basis of gender, age, race, religious creed, color, sexual orientation, gender identity/expression, marital status, national origin, or disability;*

The following exceptions to the dress code shall be permitted when:

- 1. a student wears a button, armband, or other accoutrement to exercise the right of free speech guaranteed by the United States' and Florida constitutions, unless the button, armband, or other accoutrement signifies or is related to gangs, gang membership, gang activity, discrimination on the basis of gender, age, race, religious creed, color, sexual orientation, gender identity/expression, marital status, national origin, or disability, or would otherwise violate the dress code policy.*

Mrs. Hightower said she had always assumed that “sexual orientation” was sufficient enough to cover gender identity/expression; however, she did not believe that it would hurt to be more specific and address the population of students who were dealing with that issue. Mrs. Moultrie believed that the addition of gender identity/expression would strengthen the School Board’s policies. The Superintendent believed that the phrase “any basis” was sufficient enough to address bullying or harassment on any basis whether specified in policy or not; he did not believe it was necessary to name each type of discrimination that could occur. He suggested that the phrase “any basis” could be changed to bold type to make it stand out to those reading the policy. Mr. Slayton was not sure he could support it just because it was a matter of “what’s next?” in terms of the multitude of small groups of individuals that could ask that their issue be added to the listing. Mr. Boone agreed with Mr. Slayton. The Superintendent also pointed out that a committee had worked on this document for months and now during this workshop he and the School Board had been presented with a lot of information from other groups. He commented that it was “difficult to work like this.” There was discussion about whether or not the committee meetings had been advertised as Mrs. Hightower claimed that the School Board had never been notified of those meetings. Mrs. Carolyn Spooner, Director of High School Education, said she had an email message and proof of publication from Mrs. Holley DeWees, Administrative Recording Secretary, confirming that the meetings had been advertised in the local newspaper as requested. Mr. Bergosh said the “bigger issue” was that the Superintendent and his staff were aware that at least several of the School Board Members were very interested in the Handbook so the School Board should have been noticed about the meetings. Mrs. Spooner apologize that School Board Members did not receive a person invitation to the meetings; however, she had never sent them a personal invitation in the past. She said was under the impression that by requesting that Mrs. DeWees advertise the meetings she was noticing the School Board of the meetings.

Chapter 2: Attendance

Section A., Compulsory Attendance

Student ~~will~~ may receive a zero (0) on all graded class work and tests completed during an unexcused tardy, check in or check out, absence, or absences and out-of-school suspensions.

Mr. Bergosh was concerned that the change from “will” to “may” would encourage or invite inconsistency in that one teacher may allow makeup work and yet another teacher may not. Mrs. Carolyn Spooner, Director of High School Education, said that changing

“will” to “may” was simply making legal what already occurs throughout the School District in that there were some teachers allowing students to makeup work and some who were not. In response to concerns expressed by Mrs. Hightower, the Superintendent pointed out that this change would allow teachers to require students to complete their classwork if they were suspended out-of-school; and requiring the student to complete that classwork would help keep the student on-track academically. In response to concerns about inconsistency, Mrs. Waters advised that if a parent sued the School District, they would have to provide that the teacher was not exercising reasonable discretion in the performance of his/her duties; that the teacher was in fact, making it on an impermissible basis. She commented that “anytime you allow staff to have more discretion, you are opening yourself up to claims of discrimination and unfair treatment,” however, a parent would have to prove that the teacher had made their decision on an impermissible basis. Mr. Bergosh suggested that the verbiage be changed to say that students are expected to makeup class work and may receive a portion of credit at the discretion of the individual teacher. There was also discussion regarding the timeline for completion of all missed work and/or tests. After much discussion regarding this particular section of policy, the following verbiage was agreed upon: Students shall make up all graded class work and tests assigned during an unexcused tardy, check in or check out, absence or out-of-school suspension. All missed work during an unexcused absence must be requested by the student or parent/guardian either during the absence or on the day the student returns to school. A timeline for the completion of all missed work and/or tests will be determined by the teacher and the student and shall not exceed the number of days the student was out of school. At the teacher’s discretion, graded class work/tests may be accepted for no credit, partial credit, or full credit.

Chapter 2: Attendance

Section F., Out-of-District Students

Students attending schools out of their attendance zone must maintain passing grades, demonstrate appropriate behavior, be on time, and maintain good attendance. Failure to do so may result in the principal requesting a student be returned to the home school. A documented parent/guardian conference must be held prior to such a request being made by the principal/assistant principal.

Mrs. Hightower suggested that the title of Section F., *Out-of-District Students* should be changed to *Out-of-Attendance-Zone Students*. She was concerned that a parent may be confused by the term “out-of-district” when the verbiage under this section referred to “out-of-attendance zone.”

Chapter 5: Student Conduct

Section F., Change of Placement or Expulsion

Consistent with the District’s aim to provide a safe and orderly learning and work environment in all District schools, the Board has adopted and will enforce a policy in which the three offenses described below will result in change of placement and/or expulsion, with or without continuing educational services, from the student’s regular school. Enforcement of this policy is not intended to imply a disregard of the rights of

any individual or lack of concern by the District for any student. Enforcement of this policy shall be consistent with applicable laws including the Individuals with Disabilities Education Act (IDEA). This policy will be enforced for violation of the following:

- *Drugs: The unlawful use, possession, or sale of an illegal or controlled substance by any student while the student is upon school property, at a school bus stop, or while in attendance at a school function.*
- *Weapons: Bringing a firearm or weapon to school, to any school function, or onto any school-sponsored transportation or possession any firearm or weapon at school, at any school function, or on any school-sponsored transportation.*
- *Bomb Threat: Initiating or knowingly and willingly actively participating in the commission of a bomb threat involving a District school, school site, school bus, or facility in which a school function is held or scheduled to be held. The Board may assign the student to a disciplinary program for the purpose of continuing educational services during the period of expulsion. The Superintendent may consider the one (1) year expulsion requirement on a case-by-case basis and modify the requirement by assigning the student to a disciplinary program or alternative school if the modification is determined to be in the best interest of the student and the District. If a student committing any of the offenses in this subsection is a student who has a disability, the Board shall comply with applicable State Board of Education rules. 1006.13, F.S.*

Mr. Bergosh believed that this was a section of the Handbook that was inconsistent with the School Board policy outlined in Chapter 7, Section 7.14(1) which specified a one-year expulsion for drugs, weapons, and bomb threats. [Section 7.14(1): *Consistent with the District's aim to provide a safe and orderly learning and work environment, a student's bringing a firearm or weapon, using, possessing, selling or attempting to sell an illegal or controlled substance or initiating or knowingly and willingly participating in the commission of a bomb threat on school property, a school bus stop, or at a school-sponsored event will result in a change of placement and/or expulsion, for a period of not less than one full year, with or without continuing educational services.*] Given this inconsistency, it was his opinion that the School Board needed to decide whether or not there would be a one-year expulsion requirement for violations related to drugs, weapons, and bomb threats. Mr. Bergosh said it was desire to have a one-year expulsion requirement for those three violations. It was pointed out that the third bullet area (bomb threats) contained verbiage that referred to a one-year expulsion requirement yet there was no context in the first paragraph outlining that requirement: *The Superintendent may consider the one (1) year expulsion requirement on a case-by-case basis and modify the requirement by assigning the student to a disciplinary program or alternative school if the modification is determined to be in the best interest of the student and the District* It was noted that Chapter 7, Section 7.14(1) did indicate that a change of placement or expulsion for not less than one year. Mrs. Waters said a change to Chapter 7.14(1) may be necessary so that it aligned with the verbiage outlined in this section of the Handbook. Mrs. Hightower said she would prefer that the following verbiage be moved from the third bullet area (bomb threats) and placed prior to the sentence before first bullet so that it was clear that it applied to all three violations (drugs, weapons, and bomb threats): *The Superintendent may consider the one (1) year expulsion requirement on a case-by-case basis and*

modify the requirement by assigning the student to a disciplinary program or alternative school if the modification is determined to be in the best interest of the student and the District. If a student committing any of the offenses in this subsection is a student who has a disability, the Board shall comply with applicable State Board of Education rules. 1006.13. F.S. The Superintendent said he would bring forth a recommendation to make the change suggested by Mrs. Hightower; he would also bring forth a change to Chapter 7, Section 7.14(1) to include that same language so that it would address Mr. Bergosh's concern about inconsistency. Mr. Bergosh pointed out that although the verbiage would then be consistent, he would not support the change because it would still not address the one-year expulsion requirement.

Adjudication Guidelines

(NOTE: *This topic was previously addressed at the May 15, 2014 Special Workshop.*)

Mrs. Hightower understood the Superintendent was assembling a committee together to work on revising the School District's current adjudication guidelines. She commented that it was still her opinion, that the adjudication guidelines should be adopted by the School Board as part of the Student Rights and Responsibilities Handbook. The Superintendent pointed out that it was going to be an extensive process to assemble the committee and have them work through the summer months to come up with recommendations to revise the guidelines prior to the start of the 2014-15 school year. The Superintendent said he would be opposed to including the current guidelines in the proposed Handbook for the 2014-15 school year as they would be outdated, but he also pointed out that the new guidelines would not be ready before the start of the 2014-15 school year and therefore, would not be ready for inclusion in the Handbook for the 2014-15 school year. In regards to whether or not the guidelines were subject to the rule-making process, Mrs. Waters advised that the Administrative Procedures Act, specifically Section 120.52, defined a "rule" as an agency statement of general applicability that implements, interprets, or prescribes law or policy or describes the procedure or practice requirements of an agency and includes any form which imposes any requirement or solicits any information not specifically required by statute or by an existing rule. The Superintendent said that if Mrs. Waters' legal opinion was that the guidelines would be subject to the rule-making process, then just based on the time required of that process, he definitely would not be able to have the new guidelines ready to implement for the 2014-15 school year. Mrs. Waters clarified that she had never been asked whether or not the adjudication guidelines were subject to the rule-making process until the May 15, 2014 Special Workshop; after researching the matter, it was her legal opinion that the guidelines met the definition of a "rule" as outlined in Section 120.52 and therefore, were subject to the rule-making process. Mrs. Hightower said she would like for the School Board to receive the Superintendent's recommendation for the updated adjudication guidelines by January 2015 at the latest. She also wanted those updated guidelines included in the Student Rights and Responsibilities Handbook for 2015-16.

Mr. Bergosh left the meeting at 2:10 p.m. after discussion on the R&R Handbook and prior to discussion on the Consent Agenda.

b. CONSENT AGENDA

1. Curriculum

A. Alternative Education

1. Amendment to the Contract for Educational Services Between the School Board of Escambia County, Florida and Camelot Schools of Florida, LLC

3. Contract For Educational Services Between the School Board of Escambia County, Florida and Camelot Schools of Florida, LLC

Upon inquiry by Mrs. Hightower, the Superintendent explained that the reason for the amendment to the current contract with Camelot (Item V.b.1.A.1) was to allow for additional enrollment for the current school year. He noted that the enrollment capacity for the current year was 250 and the amendment to 265 was being made because staff was worried that the enrollment by the end of the school year would exceed the 250 capacity. He pointed out that the school's enrollment had since decreased to 245 so the amendment may not even be necessary at this point but he had decided to leave it on the agenda since there were still two weeks of school remaining and there was still a possibility that the capacity could be exceeded. He said that additional enrollment was not necessary for the new contract with Camelot (Item V.b.1.A.3).

E. Exceptional Student Education

7. Memorandum of Understanding Between Community Action Program Committee's Head Start Program and the School Board of Escambia County, Florida

Mrs. Moultrie advised that she would abstain from voting on Item V.b.1.E.7 as she was the current chair of the Community Action Program Committee.

2. Finance and Business Affairs

-No items discussed

3. Human Resource Services

A. Instructional/Professional

7. Special Requests

- a. Approve the following employees to receive their regular hourly rate of pay funded by Race to the Top funds, to work at the Hall Center for Digital Citizenship Resource Development, from June 18-19, 2014, June 23-26, 2014, and June 30, 2014, a total of 70 hours, per employee:

Norma S. Jennings

Denisha M. Read

Lori J. Weedo

Upon inquiry by Mrs. Hightower, Mr. Tom Ingram, Director of Information Technology, explained that staff was currently working on the development of a new responsible use policy that would replace the School District's current Guidelines for Acceptable Use of District Information Systems. He said this request was for the 11-month teachers who would be working to develop resources for teachers to use with their students in alignment with the new responsible use policy. Upon inquiry by Mrs. Hightower, Mr. Ingram clarified that there would actually be two documents related to the new responsible use policy: one for students and one for staff.

- h. Approve James Morgan to receive his regular hourly rate of pay funded by Escambia County Road Prison, to work as the Testing Coordinator for incarcerated students at Escambia County Road Camp, from July 1, 2014 through June 30, 2015, a total of 36 hours.

Upon inquiry by Mrs. Hightower, Ms. Lesa Morgan, Director of Workforce Education, confirmed that the request for only thirty-six (36) hours over the course of July 1, 2014 through June 30, 2015 was correct. She noted that these extra hours were for testing of incarcerated students, on an as needed basis, at the Escambia County Road Camp.

4. Operations

A. Facilities Planning

2. Miscellaneous

- a. Deed of Realty Between the School Board of Escambia County, Florida and the Town of Century, Florida

This item was addressed earlier in the session.

- c. Sales Agreement Between the School Board of Escambia County, Florida and Body of Christ Ministries Worldwide, Inc.

This item was addressed earlier in the session.

- e. Lease Agreement for a Portion of the Former Allie Yniestra Elementary School and Purchase Option

This item was addressed earlier in the session.

G. Protection Services

1. 2012-2013 School Safety & Security Best Practices Self-Assessment Report

Upon inquiry by Mr. Boone, Mr. Shawn Dennis, Assistant Superintendent for Operations, said the delinquency of the 2012-2013 School Safety & Security Best Practices Self-Assessment Report was a “fall-out” from the leadership transition in the Protection Services department. Mr. Dennis advised that the report for 2013-2014 would be submitted for the School Board’s review in August or September.

c. ITEMS FROM THE BOARD

-No items submitted

d. ITEMS FROM THE SUPERINTENDENT

-No items discussed

e. INTERNAL AUDITING

-No items submitted

f. ITEMS FROM GENERAL COUNSEL

1. Agreement For Legal Services Between The School Board of Escambia County, Florida And Joseph L. Hammons, Attorney At Law, And The Hammons Law Firm (Counsel For Superintendent)
2. Agreement For Legal Services Between The School Board of Escambia County, Florida And Joseph L. Hammons, Attorney At Law, And The Hammons Law Firm (Risk Management)
3. Agreement For Legal Services Between The School Board of Escambia County, Florida And Steven J. Baker, Attorney At Law (Risk Management)
4. Agreement For Legal Services Between The School Board of Escambia County, Florida And Stephen B. Shell, Attorney At Law, And Shell, Fleming, Davis & Menge (Real Property and Construction Matters)

Mrs. Waters advised the School Board that at least one of the contracted attorneys had requested an increase in rate from \$155 to \$190 per hour. It was noted that the request was made after these contracts had been submitted for the School Board agenda. Mrs. Waters said these attorneys had been paid the same rate for the past several years. Mrs. Hightower suggested that the four contracts be pulled from this month's agenda and resubmitted for the June agenda to allow Mrs. Waters time to address the matter of a rate increase for the contracted attorneys.

VII. PUBLIC FORUM

Mrs. Moultrie called for public forum; however, there was no one who wished to address the School Board at that time. (NOTE: *Public Forum was also held earlier in the session.*)

VIII. ADJOURNMENT

There being no further business, the Regular Workshop adjourned at 2:23 p.m.

Attest:

Approved:

Superintendent

Chair