

THE SCHOOL BOARD OF
ESCAMBIA COUNTY, FLORIDA

MINUTES, MAY 17, 2013

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: Mr. Jeff Bergosh Vice Chair: Mrs. Linda Moultrie

Board Members: Mr. Gerald W. Boone
Mrs. Patricia Hightower
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 May 1, 2013 - Legal No. 1597722

I. CALL TO ORDER

Mr. Bergosh called the Regular Workshop to order at 9:00 a.m. He welcomed everyone in attendance to the regular monthly workshop of the Escambia County School Board.

II. COMMENTS FROM SUPERINTENDENT

The Superintendent listed the changes that had been made to the May 21, 2013 Regular Meeting agenda since initial publication: Item V.B.15 DELETED; Item V.D.15 DELETED; and Item VII.B.9 ADDED.

Budget Update

At the request of the Superintendent, Mr. Terry St. Cyr, Assistant Superintendent for Finance and Business Services, provided a brief budget update by reviewing the information outlined in a handout he had provided to School Board Members entitled [Florida Education Finance Program, Revenue Outlook, For the Fiscal Year Ending June 30, 2014.](#)

III. PROPOSED ADDITIONS OR REVISIONS TO SCHOOL DISTRICT RULES

Approval to Advertise Notice of Intent to Adopt Amendments to Rules and Procedures of the District School Board: Chapter 7, Students

7.18 *Policy Against Bullying and Harassment*

(2) *Description of the type of behavior expected from each student and school employee of a public K-12 educational institution:*

F. *Consequences for a student or employee of a public K-12 educational institution who commits an act of bullying or harassment: including whether a particular action or incident constitutes a violation of this policy requires a determination based on all of the facts and surrounding circumstances. The physical location or time of access of a computer-related incident cannot be raised as a defense in any disciplinary action:*

1. *Consequences and remedial action for students who commit acts of bullying or harassment may range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the School District of Escambia County Student Rights and Responsibilities Handbook.*

2. Consequences and remedial action for an employee found to have committed an act of bullying or harassment will be in accordance with district policies, procedures, and agreements. Additionally, egregious acts of harassment by certified educators may result in a sanction against an educator's state issued certificate. (See 6B-1.006, F.A.C., The Principles of Professional Conduct of the Education Profession in Florida.)
3. Consequences and remedial action for a visitor or volunteer, found to have committed an act of bullying or harassment shall be determined by the school administrator after consideration of the nature and circumstances of the act, including reports to appropriate law enforcement officials.

Mrs. Hightower referred to Section 7.18(2)(F), specially items 2 and 3 which addressed the consequences and remedial action for employees and visitors or volunteers found to have committed an act of bullying or harassment. Mrs. Hightower did not believe that a chapter of policy that pertained to students (Chapter 7, Students) was the appropriate place to address these particular items. She said that Mrs. Waters had advised her that the verbiage in this section was taken straight from Florida Statute. Mrs. Hightower said she understood taking the verbiage straight from Statute to ensure that it was correct, but said that if she was an employee she would not be looking the student section of the School Board's policy book. Mr. Bergosh said he had the same thought as Mrs. Hightower, but also thought that oftentimes when he received a complaint from a parent, one of the first things they say is that "well, junior did this and he's going to get the hammer, but if an employee did it, you know they'll get a break." Mr. Bergosh said he was not sure if that was the thinking behind putting that verbiage in this section, but regardless of whether it was or not, he believed that it could prove helpful because a parent would see that there were significant consequences for bullying or harassment whether an act was committed by a student, an employee, or a visitor or volunteer. Mrs. Hightower said that Mr. Bergosh's point made sense in that parent would be able to see that there were consequences for anyone who was found to commit an act of bullying or harassment, not just students. Mr. Steve Marcanio, Assistant Superintendent for Curriculum and Instruction, said the rationale for the all inclusive language was to ensure that parents understood that the School District was not going to tolerate any bullying or harassment regardless of whether the incidents were committed by a student, an employee, or a visitor or volunteer.

7.18 Policy Against Bullying and Harassment

(12) Procedure for including incidents of bullying or harassment in the school's report of data concerning School Safety and Discipline Data required under Section 1006.09(6), F.S.

- A. The report shall include each incident of bullying or harassment and the resulting consequences, including discipline and referrals. The report shall include, in a separate section, each reported incident of bullying or harassment that does not meet the criteria of a prohibited act under this section with recommendation regarding such incidents:
 2. If a bullying and/or harassment incident occurs then it will be reported in SESIR with the bullying/harassment code. If the bullying/harassment results in any of the following SESIR incidents the incident will be coded appropriately using the relevant incident code AND the related element code entitled bullying-related code. Those incidents are:
 - t. Other Major (Other major incidents that do not fit within the other definitions

Mrs. Hightower referred to Section 7.18(12)(A)(2), specifically item (t) which addressed "other major" bullying and/or harassment incidents. She asked what an "other major" incident would be. Mrs. Waters said it would be determined on a case-by-case basis. She said that an "other major" incident would be a type of incident that had not been thought of yet. Upon inquiry by Mrs. Hightower, Ms. Vicki Mathis, Director of Alternative Education, confirmed that there was no criterion for determining an "other major" incident; rather, school administrators would make that determination on a case-by-case basis.

7.20 ~~Teen~~ Dating Violence and Abuse

- (1) ~~It is the~~ The policy of the District is that all of its students have an educational setting that is safe, secure, and free from dating violence and abuse of any kind. The District will not tolerate any form of ~~teen~~ dating violence and abuse as defined in section A. of this policy which is listed below. Consistent with the intent and requirements of Section 1006.148, F.S., the District prohibits

dating violence by any student on school property, during any school-related or school-sponsored program or activity, or during school-sponsored transportation.

B. Procedures for reporting and investigating an alleged act of ~~teen~~ dating violence and abuse shall be outlined in the School District of Escambia County Student Rights and Responsibilities Handbook.

Mrs. Hightower referred to Section 7.20(1)(B) which specified that the procedures for reporting and investigating an alleged act of dating violence and abuse shall be outlined in the Student Rights and Responsibilities Handbook. She wanted to know why this section did not also specify the process by which someone could report an incident. Ms. Vicki Mathis, Director of Alternative Education, said that alleged incidents could be reporting via the School District's on-line anonymous reporting bullying, dating violence, harassment, and other incidents. Mrs. Hightower said her issue was that this section of policy did not specifically indicate how someone would go about reporting an incident; rather, it simply said that the procedures for reporting (and investigating) an incident were outlined in the Student Rights and Responsibilities Handbook. Her other concern was that someone would then have to search through the Students Rights and Responsibilities Handbook to find out how to go about reporting an incident. Ms. Vicki Mathis, Director of Alternative Education, pointed out that an alleged act of dating violence and abuse could be reported via the online mechanism found on the home page of the District website. Again, Mrs. Hightower said that her concern was the policy did not specifically indicate how someone would go about reporting an incident, rather it simply said that the procedures for reporting (and investigating) an incident were outlined in the Student Rights and Responsibilities Handbook. The Superintendent suggested that a sentence could be added to this section to indicate that an incident could be reported via the online mechanism found of the home page of the District website (listed as Report Bullying/Date Violence/Harassment).

At this time, the following item was handled:

Charter School Monthly Reports for [Dixon](#) and [Newpoint](#), Item VII.1

Dixon School of the Arts Monthly Report - A copy of this report was provided to School Board Members prior to this workshop. Dr. Wendy Bennett and Mr. LuTimothy May were present to answer any questions from School Board Members regarding the information outlined in the report. Mr. May passed around a copy of Dixon's first student-produced yearbook. Dr. Bennett said that the back of the yearbook showcased the student talent at Dixon, especially in the area of visual arts. Mr. May referred to Dixon's school song – "We Will Survive!" – the lyrics of which were outlined on the back of the yearbook. He said those lyrics had resonated with Dixon's teachers, staff, and student throughout the school year reminding them that no matter what happened, they would do their very best regardless of the circumstances. Dr. Bennett said that something wonderful had happened at Dixon in that so many individuals had come together and were very serious about ending the "failure cycle" that many of Dixon's students had been in for far too long. She noted that the FCAT was over and that Dixon was now awaiting a school grade. Both Dr. Bennett and Mr. May thanked the students, the staff and volunteers at Dixon as well as the School Board, the Superintendent, and the Pensacola community for their support. She said that Dixon's teachers, students, parents, and volunteers had given their best this school year and they would now wait to see the results of their efforts. Mr. Bergosh noted that there was an "impressive" list of sponsors mentioned in the yearbook; he wanted to know if those sponsors had helped with the costs of producing Dixon's yearbook. Dr. Bennett explained that initially they had solicited sponsors to help with the cost of producing the yearbook; however, Dixon's parents and students had somehow kept the yearbook budget "totally in the black" on their own. She said that funds provided by the sponsors could have been given back but those sponsors said the school could use those funds for something else so that money would remain in the yearbook account and Dixon would be used for next year's yearbook production. Mrs. Moultrie said she wanted to publicly thank Dr. Bennett and her team (Ms. Linda Scott and Ms. Modeste McCorvey), as well as Mr. May, for what they had done for Dixon's students. Mr. Slayton commented that Mr. May should count himself lucky to have Dr. Bennett, Ms. McCorvey, and Ms. Scott.

Newpoint Academy Monthly Report – A copy of this report was provided to School Board Members prior to this workshop. Mr. John Graham, Director of Newpoint Pensacola Academy, began by thanking the Superintendent and Mrs. Moultrie for their recent visits to the school. He then mentioned some of the highlights from his report for May 2013:

- Newpoint had been recommended for accreditation by AdvancED with outstanding ratings
- FCAT testing was 100% in all areas but sixth grade Reading (one student was absent during testing window)
- Average of four (4) parent meetings a week throughout the year (per Mrs. Moultrie's inquiry)
- Career Day held on May 10th for eighth graders and high school students
- In-house Science lab created through parent donations and volunteers
- Newpoint would be creating an in-house library and reading room to improve student reading and provide opportunities for students to read

Mr. Bergosh referred to Newpoint's expenditures that were outlined on page 35 of the report. He noted that the expenditures were still listed as the projected amounts for 2012-2013 and wanted to know if Mr. Graham had more accurate amounts based on actual rather than projected expenditures. Mr. Graham said that he could get the actual expenditure amounts for 2012-2013 as requested. Mr. Bergosh pointed out that the projected amounts for 2012-2013 were significantly less than the amounts from 2011-2012. Mr. Graham said the reason that the projected amounts for 2012-2013 were significantly lower than the amounts from 2011-2012 was because the expenditures from 2011-2012 were due to the initial start-up costs for the school's first year of operation (i.e., furniture, equipment, technology and software). Mr. Bergosh wanted to know how many of Newpoint's rising eighth graders were expected to matriculate into Newpoint's high school program. Mr. Graham said that current projections showed that roughly 50% of Newpoint's rising eighth graders would be returning to Newpoint for high school. He noted that there were currently forty-five (45) eighth graders; twenty-seven (27) were expected to return for high school, while eight (8) were still uncommitted. Upon inquiry by Mr. Bergosh, Mr. Graham said that Newpoint was starting to change the way they marketed their school so that more people would know that the school existed.

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

Chapter 8: Discipline Strategies

A. Due Process

All students will be given the right of due process, the course of legal proceedings established by the legal system of a nation or a state to protect individual rights liberties. Due process is a student right and is not to be confused with a parental right. Parental notification is not required prior to questioning a student or to obtaining a student's statement. Certainly there is an obligation to the parents/guardians, but this obligation is limited to the evidence and the charges against the student. The school will make a reasonable attempt to notify a parent/guardian at the conclusion of the due process procedure and document that such an attempt was made.

Mrs. Moultrie said she had met with a parent who had concerns with some of the verbiage in the Rights and Responsibilities Handbook. Mrs. Moultrie said the parent's primary concern was with regard to Chapter 8, Discipline Strategies, Section A, Due Process, where it was stated that "the school will make a reasonable attempt to notify a parent/guardian at the conclusion of the due process procedure and document that such an attempt was made." Mrs. Moultrie said the parent wanted to know why the school would not make a reasonable attempt to notify parents at the beginning, rather than the conclusion, of the due process procedure. Mrs. Carolyn Spooner, Director of High School Education, explained that having to notify (or attempt to notify) a parent at the beginning of the process would complicate a school's investigation. She pointed out that oftentimes, a student was questioned simply because he/she had been a witness and not necessarily because he/she was the one who had done something wrong. Mrs. Spooner said the school needed to be able to get information quickly before students had an opportunity to get together and align their stories because once students aligned their stories, the school was not going to be able to get to the bottom of a lot of serious incidents.

Chapter 7: Safe Schools

D. Law Enforcement

If any officer wishes to question a student at school, a suitable place will be provided after the officer has presented proper identification. The principal/designee may be present during the interview at the request or authorization of the student. The conference area will be so located as to create as little attention as possible to the matter.

If the officer decides to take the student from the school grounds, he/she will be permitted to do so only on the basis of a warrant or arrest, court order, or statement of the officer that he/she is placing the student under arrest or taking the student into custody. The officer shall be asked to sign an affidavit accepting custody for the student before removing him/her from the school grounds. Affidavit forms are available in the school's front office. The school shall make a reasonable effort in a timely manner to notify the parent(s)/guardians(s), when appropriate, that the student has been questioned or has been placed under arrest.

Mr. Bergosh said he shared the same concern that was mentioned by Mrs. Moultrie. But actually, his primary concern was with regard to Chapter 7, Safe Schools, Section D, Law Enforcement. Mr. Bergosh said he had been contacted by parents who had experienced issues with their child being questioned simply based on rumors; several of those children had been asked to write a statement about what had occurred. He said he understood that school officials had to maintain order and discipline; but said students had the right not to incriminate themselves. He gave an example of a student who was being questioned about an incident and who was allegedly told what to write in his/her statement about the incident. Later in the discussion, Mrs. Spooner clarified that students were never told what to write; rather, they were given a piece of paper and told to write the facts as they knew them. Mr. Bergosh's suggestion was that the parent(s)/guardian(s) should be contacted prior to a student being questioned. With regard to a student being questioned because they were a witness to something, Mr. Bergosh said he would venture to guess that parents would not be concerned about their child being questioned as a witness. Mr. Bergosh noted that he had previously discussed his concerns with the School Board and staff last year. He noted that a student being questioned without a parent present was a "very sticky issue" that had actually been addressed by the Supreme Court. Mr. Bergosh said this was the issue that drove his discussion at the May 16, 2013 Special Workshop about the formation of School Board advisory committees. He said that he would like to "really attack" this topic and go through the entire Rights and Responsibilities Handbook with his fellow School Board Members at a separate special meeting. He suggested that parents could be invited to that meeting so that they could provide a different dynamic to the discussion. Mrs. Spooner pointed out that there had been three (3) advertised meetings of the Student Rights and Responsibilities Handbook Committee which School Board Members had been invited to attend. She said those meetings would have been the ideal opportunity for School Board Members to engage in discussion with the entire committee as the Handbook was being developed. Mr. Bergosh said he had inquired about the make-up of the Student Rights and Responsibilities Handbook Committee during the May 16, 2013 Special Workshop. Mrs. Spooner said the Committee was made up of the following individuals: David Williams, Principal of Pensacola High School; Sandy Ames, Dean at Ransom Middle School; Donna Waters, School Board's General Counsel; Darriel White, Court Liaison; Maureen Hardin, Assistant Principal of Brown Barge Middle School; Aggie Bauer, Principal of Cordova Park Elementary School; Pam Herren, parent and Front Desk Clerk at Cordova Park Elementary School; Robin Maloy, Assistant Principal of Pleasant Grove Elementary School; Mallory Killiam, student; Paula Ryder, Dean at Escambia High School; Ben Stephens, student; and Kim Bernstein, parent. Mr. Bergosh and Mrs. Hightower were concerned that most of the committee was comprised of School District personnel and that there was not enough parent representation. Mrs. Spooner said that other parents had been invited to the meeting but did not attend. Mrs. Hightower said that she would be willing to schedule a special meeting to discuss the Rights and Responsibilities Handbook but only if a School Board Member such as Mr. Bergosh who had a concern with the current language would actually provide a specific proposal for language changes that the rest of the School Board could consider. She did not want to meet solely for the purpose of discussing the issue(s) but having no specific language proposals to consider. Mr. Bergosh said that he would be prepared to bring his specific proposal for a language change to this particular section of the Handbook. Mrs. Hightower said she also had issues with some of the language in the Handbook that she would be prepared to address at a special meeting. It was decided that the School Board would schedule a Special Meeting on June 10, 2013, beginning at 5:30 p.m., in Room 160, at the Hall Center, for the purpose of "workshopping" the Student Rights and Responsibilities Handbook. It was confirmed that this would still provide sufficient time for the Handbook to be advertised, adopted, and published prior to the first day of school on August 19, 2013. The Superintendent said that he would be inviting the Student Rights & Responsibilities Handbook Committee to attend the June 10th Special Meeting.

IV. CONSENT AGENDA

A. Curriculum and Instruction

1. Amendment to the Charter Contract Between the School Board of Escambia County, Florida and Byrnesville Elementary School, Inc.
2. Amendment to the Charter Contract Between the School Board of Escambia County, Florida and Escambia Charter School, Inc.
3. Amendment to the Charter Contract Between the School Board of Escambia County, Florida and Pensacola Beach Elementary School, Inc.
5. Amendment to the Charter Contract Between the School Board of Escambia County, Florida and United Cerebral Palsy of Northwest Florida, Inc. DBA Capstone Academy
9. Amendment to the Charter Contract Between the School Board of Escambia County, Florida and Beulah Academy of Science, Inc.
17. Amendment to the Charter Contract Between the School Board of Escambia County, Florida and 21st Century Academy of Pensacola, Inc. DBA Newpoint Academy
18. Amendment to the Charter Contract Between the School Board of Escambia County, Florida and 21st Century Academy of Pensacola, Inc. DBA Newpoint Pensacola
19. Amendment to the Charter Contract between the School Board of Escambia County, Florida and New Road to Learning, Inc. DBA Jacqueline Harris Preparatory Academy

Mrs. Hightower referred to the amended contracts with the various charter schools. She noted that the one of the amendments to each of the charter school contracts pertained to health services. Upon inquiry by Mrs. Hightower, the Superintendent said that the charter schools could utilize the same provider that the School District was using or they could contract with a third party to provide health care services for their students. He said the point of the amendment was simply to specify in the contract, that the charter schools were responsible for providing health care services for their students.

8. 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 (at the May 21, 2013 Regular Meeting) on this Memorandum of Understanding with the Community Action Program (CAP), as she was the current chair of that organization.

10. Cooperative Agreement Between the School Board of Escambia County, Florida and the Sheriff of Escambia County, Florida

Mrs. Moultrie advised that she would abstain from voting (at the May 21, 2013 Regular Meeting) on this Cooperative Agreement with the Sheriff of Escambia County, Florida, as she was currently employed by the Escambia County Sheriff's Office.

B. Finance

8. Financial Status Report: Employee Benefit Trust Fund

Mr. Bergosh said it was his understanding that the Employee Benefit Trust Fund had "taken a hit" during March due to the expense of the health clinic building (approximately \$648,000) and also due to high claims expense (approximately \$2.7 million); he wanted to know just how far off the School District was going to be at the end of the fiscal year from its beginning of the year projections. Mr. Terry St. Cyr, Assistant Superintendent for Finance and Business Services, said that staff had projected a fund balance of approximately \$5.6 million and as of March 31st, the balance was around \$4.6 million. He said that even though March had not been a good month for the trust fund, it had bounced back in April and he believed that it would be "on track" for an end of the year (06/30/13) balance of around \$5.6 million as projected.

C. Human Resource Services

1. Instructional/Professional

g. Special Requests

11. Approve Fred M. Pippen to receive his regular hourly rate of pay funded by DoDEA Military Grant - Anchors Away, to set up new computers and computer lab for the Photoshop class, reimaged and set up the portable computer lab carts for student use for tutoring, classroom assignments, and testing, to move and set up two classrooms for the Overage Program, and to clean all computers at Jim C. Bailey Middle School, from June 10, 2013 through July 26, 2013, a total not to exceed 40 hours per week.

Mrs. Hightower noted that Item V.C.1.g.11 referred to the set up of two classrooms for the Overage Program at Bailey Middle School. She wanted to know if Bailey had always had an overage program or if that was something new. The Superintendent said that an overage program was being established at Bailey for the 2013-2014 school year. He said a lot of schools were establishing overage programs using virtual technology (i.e., Compass) to help students to do credit recovery to make-up courses more quickly. Mr. Boone wanted to know if an overage program would be established at any of the elementary schools. The Superintendent said that Global Learning Academy was the first elementary school to “pilot” an overage program; and the program had been very successful this past school year. Mr. Steve Marcanio, Assistant Superintendent for Curriculum and Instruction, said he believed the plan for next school year was to identify at least one (1) elementary school within each of the five (5) geographic zones that had been established for the School District’s Choice Program; and each of those elementary schools would provide services for overage students.

D. Purchasing

ITEMS PREPARED BY PURCHASING:

2. Bid Termination: Cafeteria Equipment, RFP #131003

Mrs. Hightower said she wanted to have it on record that the School Board’s General Counsel saw nothing legally that would cause problems for the School Board if they accepted the Superintendent’s recommendation to terminate this particular bid and issue a new solicitation with more detailed specifications. Mrs. Waters said it was her opinion that the School Board could legally terminate this bid award.

12. Staff Development: Services and Materials from Teacher Created Materials
13. Staff Development: The Flippen Group

Mr. Boone wanted to know if any School Board Member other than himself was “a little taken back” by the cost of Items V.D.12 and V.D.13. Mr. Bergosh said that every year he was “a little taken back” by the cost but was always told by staff that it was something that the School District really needed. Mr. Boone pointed out that the backup documentation for Item V.D.12 indicated that the fee for each of the three (3) consultants for Teacher Created Materials (the Contractor) was \$15,000. Mrs. Hightower said she hoped that the School District would be training a lot of teachers. She also pointed out that if the School District had sent the teachers to the place where the consultants were, it would probably cost even more than bringing the consultant here. The Superintendent said that certainly would be true for The Flippen Group (Item V.D.13), noting that the School District actually had sent a group of teachers to Texas last year and it was very costly. He said that the School District was trying to expand upon that project this year and involve many more teachers.

- E. Operations
 - 2. School Food Services
 - A. Miscellaneous
 - 2. Contract for Meal Service with Escambia County Head Start

Mrs. Moultrie advised that she would abstain from voting (at the May 21, 2013 Regular Meeting) on this Contract with Escambia County Head Start as she would be signing the contract as the current chair of the Community Action Program (CAP).

- F. Student Transfers
 - No items discussed

- G. Internal Auditing
 - 1. Inventory Adjustment Reports for sixteen (16) cost centers

Mr. Bergosh said he just wanted to point out that he thought all of the responses were extremely professional and that he really appreciated that.

- 2. Lipscomb Elementary Interim Internal Funds Audit

Mr. Slayton said he had read with interest the Lipscomb Elementary interim internal funds audit report and he still had concerns. The Superintendent said that he and his staff still had concerns as well, but said the principal was aware of and working through those concerns. He believed that Lipscomb had shown some progress but certainly not the kind of progress that was necessary. He pointed out that this was essentially a personnel matter that was being worked through at the same time. Mr. Slayton believed that it would prove difficult to solve the problem with the present personnel.

- 3. Florida School District Hotline Survey Review

Mr. Bergosh said he wanted to point out that the first recommendation from the Internal Auditing department (noted on the last page of the report) was that the District should implement a hotline for anonymous reporting of fraud, waste, abuse, and/or theft, which is routed directly to a third-party vendor. He noted that the same recommendation was mentioned the Quality Assurance Review (*see: Item V.G.4*). Mr. David Bryant, Director of Internal Auditing, said that the hotline for anonymous reporting that was routed directly to a third-party vendor was a best practice. Mr. Bergosh said that during a recent one-on-one meeting, the Superintendent had expressed an interest in implementing such a hotline by the beginning of the next school year. Mr. Bergosh believed that the hotline would be a tremendous benefit to the School District so he was very thrilled to have that go online. Mrs. Hightower wanted to know if this was something that the School Board needed to address at a future meeting and indicate that they were in favor of doing it or were they just going to wait and let the Superintendent bring them a contract. The Superintendent said that he and his staff had taken Mr. Bryant's recommendation and that a contract was already being evaluated by the Purchasing department. He noted that this was a low cost item at only \$15,000 so the intent was to get the purchase and have it setup and functional by the time that the new school year begins.

- 4. Quality Assurance Review (QAR)

Mr. Bergosh asked Mr. David Bryant, Director of Internal Auditing, to discuss the Quality Assurance Review (QAR) process. Mr. Bryant said that internal auditing standards required that every five (5) years, the Internal Auditing department go through a Quality Assurance Review (QAR). He said the last two times the QAR had been conducted by an independent validator from the University of West Florida's Internal Auditing department. Mr. Bryant said it typically takes his office two to three months to prepare for the lengthy QAR process; the independent validator conducted the validation and also interviewed a number of individuals including School Board Members, the Superintendent, assistant superintendents, and other key staff. Mr. Bryant said the

purpose of the validation was to determine whether the School Board's Internal Auditing department was compliant with internal auditing standards (i.e., Institute of Internal Auditors (IIA) Standards for the Professional Practice of Internal Auditing). He said there were only three possible ratings for the conformance with IIA Standards: "Generally Conforms" (highest rating), "Partially Conforms," and "Does Not Conform." Mr. Bryant said that the Internal Auditing department did receive a rating of "Partially Conforms" on a couple of IIA Standards (i.e., planning and risk management) but overall, the department was judged to "Generally Conform" to IIA Standards.

V. UNFINISHED BUSINESS

Mr. Bergosh said that it was his intent to move the Unfinished Business section forward on the agenda at the May 21, 2013 Regular Meeting. Mr. Bergosh noted that the three items of unfinished business were from the April 23, 2013 Regular Meeting. The Superintendent said that he would ask the School Board to reject Item V.C.1.g.4 and Item V.C.1.g.7 from the April Regular Meeting agenda and would ask that they approve Item V.C.1.g.9.

VI. NEW BUSINESS

A. Items from the Board

1. Appointment of School Board Member to Serve as Alternate Director on the Florida School Board Association's Board of Directors for a two (2) year term beginning July 1, 2013 to June 30, 2015

Mr. Slayton said he would be glad to serve as the Alternate Director on the Florida School Board Association's Board of Directors.

B. Items from the Superintendent

9. Recommend that employee #50099 be suspended without pay beginning Wednesday, May 22, 2013, pending court action as more specifically identified in the notice letter to the employee.

At the request of Mr. Bergosh, Dr. Alan Scott, Assistant Superintendent for Human Resource Services, provided a "thumbnail sketch" on the recently added employee discipline recommendation (Item VII.B.9).

C. Items from the 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 Stephen 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)

Upon inquiry by Mr. Bergosh, Mrs. Waters confirmed that the attorney's hourly rates were the same for this year's contracts as they were for last year's. She said the only major change was to the contract with Stephen J. Baker in that he had added an attorney to his firm who may also be handling some work for the School District.

VII. COMMITTEE/DEPARTMENTAL REPORTS (*Time Certain – 9:30 a.m.*)

1. Charter School Monthly Reports for Dixon and Newpoint

These reports were given earlier in the meeting.

VIII. PUBLIC FORUM

Mr. Bergosh called for public forum; however, there were no speakers.

IX. ADJOURNMENT

There being no further business, the Regular Workshop was adjourned at 11:20 a.m.

Attest:

Approved:

Superintendent

Chair