

THE SCHOOL BOARD OF
ESCAMBIA COUNTY, FLORIDA

MINUTES, AUGUST 1, 2019

The School Board of Escambia County, Florida, convened in Special Workshop at 10:30 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. Patricia Hightower (District IV)
Vice Chair: Mr. Bill Slayton (District V)
Board Members: Mr. Kevin L. Adams (District I)
Mr. Paul Fetsko (District II)
Dr. Laura Edler (District III)

Superintendent of Schools: Mr. Malcolm Thomas

School Board General Counsel: Mrs. Donna Sessions Waters

Meeting advertised in the *Pensacola News Journal* on July 25, 2019 – Legal No. [3701295](#)

NOTE: The minutes from this session have been prepared according to *Roberts Rules of Order, Newly Revised*.

I. CALL TO ORDER

Mrs. Hightower called the Special Workshop to order at 10:30 a.m. She welcomed those in attendance as well as those watching by live streaming.

II. DISCUSSION: APPOINTED SUPERINTENDENT SEARCH PROCESS

-Online Survey Questionnaire – Other than a minor correction to the number of years served by the current Superintendent, Mr. Malcolm Thomas, there were no changes to the “draft” online survey questionnaire as presented.

-Policy Changes –

1.04 OFFICERS OF THE SCHOOL BOARD

There were no additional revisions to that which was presented.

1.05 ADMINISTRATIVE ORGANIZATION OF THE DISTRICT

There were no additional revisions to that which was presented.

1.24 SUPERINTENDENT OF SCHOOLS

(3) *Employment of the Superintendent*

A. *Recruitment and Selection*

In the event that the position of Superintendent is or will be vacant, the Board shall:

2. *Adopt a procedure for selection of a new Superintendent. Such procedure may include, but is not limited to:*
 - b. *Seeking input from the incumbent Superintendent, professional consultants, and others as appropriate;*
 - c. *Providing information regarding the District and the position of Superintendent to the media, professional organizations, and other outlets in order to reach suitable candidates;*

- d. *Establishing a process for the evaluation of applications and selection and ranking of one or more candidate;*
- e. *Require criminal history reports, credit reports, physical health examinations, and other information pertinent to selection for the position;*
- f. *Establishing guidelines for selected applicants to be interviewed by the School Board and/or to visit the District; and*
- g. *Establishment of a timeline for measuring progress in the selection of a candidate for appointment.*

Revised “b” as follows: *Seek input from professional consultants, and others as appropriate;*

Revised “d” as follows: *Establish a process for the evaluation of applications.*

Revised “e” as follows: *Require background checks, credit reports, and other information pertinent to selection for the position as deemed necessary;*

Revised “f” as follows: *Establish guidelines for selected applicants to be interviewed by the School Board and/or to visit the district.*

Revised “g” as follows: *Establish a timeline to facilitate the selection of a candidate for appointment.*

(3) *Employment of the Superintendent*

A. *Recruitment and Selection*

In the event that the position of Superintendent is or will be vacant, the Board shall:

- 3. *Inform the public regarding the search for a new Superintendent and provide for public input via town hall meetings and/or other means.*

Revised “3” as follows: *Inform the public regarding the search for a new superintendent and provide for public input.*

(3) *Employment of the Superintendent*

B. *Contract*

The Board shall enter into a contract of employment with the Superintendent, which shall require the Superintendent to exercise all powers, duties, and responsibilities set forth in State law, State Board rule, and Board policy. The contract of employment shall also establish a reasonable salary for the position, taking into account the factors set forth in State law. The contract of employment shall be in compliance with current State law.

Revised “B” as follows: *The Board shall enter into an employment contract with the candidate, which shall require the Superintendent to exercise all powers, duties, and responsibilities set forth in State law, State Board rule, and Board policy. The contract shall also establish a reasonable salary for the position, taking into account the factors set forth in State law. The contract shall be in compliance with current State law.*

(3) *Employment of the Superintendent*

B. *Contract*

- 2. *Such employment contract shall not exceed a term of four (4) years.*

Revised pending further discussion* at the August 15, 2019 Special Workshop and/or August 16, 2019 Regular Workshop: *The initial employment contract shall not exceed a term of three (3) years with the option to renew.*

*At the request of Mr. Slayton, Mrs. Hightower polled the Board on this matter: Mr. Fetsko was agreeable to an initial employment contract not exceeding two (2) years; Mr. Slayton and Mr. Adams preferred three (3); Mrs. Hightower was agreeable to “at least” three (3) years; and Dr. Edler chose to abstain from the poll.

(3) *Employment of the Superintendent*

B. *Contract*

5. *Throughout the term of the contract, the Superintendent shall be subject to discharge for good and just causes, and shall have a right to receive written notice of charges, notice of hearing, and a fair hearing before the Board. Removal of the Superintendent for good cause will require a majority vote of the School Board. Notwithstanding the above, the Board may remove the Superintendent from the position of Superintendent of Schools for any non-disciplinary reason with a super majority vote (one vote above a simple majority), so long as it fulfills and honors the salary and fringe benefit obligations of the contract.*

It was noted that this particular section would require further discussion at the August 15, 2019 Special Workshop and/or August 16, 2019 Regular Workshop.

(4) *Evaluation of the Superintendent*

The Board shall annually evaluate the Superintendent's performance in relation to the District's strategic plan and Board expectations. At the outset of each evaluation period, the Board and the Superintendent shall collaborate to develop goals and benchmarks. The Board Chair and the Superintendent shall then collaborate to develop a written evaluation instrument based upon these goals and benchmarks. The instrument shall establish a numerical score for each category of evaluation which will be combined into a composite overall numerical score.

The Board shall meet with the Superintendent near mid-point of the evaluation period for an informal performance review. The Superintendent shall make a written report regarding progress toward the goals and benchmarks established by the Board, and the Board shall provide feedback regarding the Superintendent's performance.

The School Board shall finalize the annual evaluation of the Superintendent at a meeting at or near the end of the evaluation cycle. Three (3) weeks prior to such meeting, the Superintendent shall present the Board with a self-assessment of his/her performance against the goals and benchmarks and shall meet with individual Board Members at their request to discuss the evaluation. No less than ten (10) days prior to the evaluation meeting, each individual Board Member shall complete the evaluation instrument and submit it to the School Board Attorney. The Attorney will compile the individual evaluations into a final evaluation which shall be presented to the School Board for discussion at a regular meeting. The Superintendent may present a written response to the final evaluation.

Based on the outcome of the Superintendent's performance, the Board may make decisions regarding the continued employment, and salary of the superintendent and make recommendations to assist the Superintendent in the pursuit of the District's goals.

The annual evaluation cycle may be adjusted by vote of the School Board as appropriate to reflect the date of commencement or conclusion of the Superintendent's employment. In the event the Superintendent leaves office prior to the end of an evaluation period, the School Board may complete a final evaluation or may adopt the results of the previous year's evaluation to cover the uncompleted cycle.

Revised first paragraph of "4" as follows: *The Board shall annually evaluate the Superintendent's performance in relation to the District's strategic plan and Board expectations. At the outset of each evaluation period, the Board and the Superintendent shall collaborate to develop goals and benchmarks. The Board Chair and the Superintendent shall then collaborate to develop a written evaluation instrument based upon these goals and benchmarks.*

Revised last sentence of third paragraph in "4" as follows: *The Superintendent has up to (two) 2 weeks to present a written response to the final evaluation.*

The Board requested that the Superintendent and his staff work with Mrs. Waters on rewording this entire section such that the verbiage was “less prescriptive” and allowed for flexibility in terms of how and when the Board would handle the evaluation of the Superintendent.

(5) *Incapacity of Superintendent*

In the event the School Board reasonably determines that the superintendent is incapacitated in such a manner that s/he is unable to perform the duties of his/her office the Board shall appoint an acting or interim superintendent. The Acting Superintendent shall perform all of the duties and function of the superintendent until the superintendent’s incapacity is removed or the expiration of the superintendent’s contract, whichever is sooner. The Board may replace an acting or interim superintendent at any time.

If the Board reasonably determines that the Superintendent is unable to perform his/her duties, they may:

- A. at his/her request, be placed on sick leave, with pay, not to exceed the amount of his/her accumulated but unused sick leave and any advancement of such sick leave which may be authorized by Board policy;*
- B. at the request of the Board, be placed on sick leave with such pay to which s/he may be entitled or which may be authorized by Board policy;*
- C. at his/her request, be placed on a leave of absence without pay; and*
- D. require a fit for duty evaluation.*

The forgoing leave shall not extend beyond the term on the contract.

When the Superintendent is temporarily unable to perform the duties of office, the Deputy Superintendent will assume the duties as Acting Superintendent until the Board appoints an Acting Superintendent as set forth above.

Revised “5” such that the last paragraph was repositioned as the first paragraph.

2.01 ADMINISTRATIVE AND PROFESSIONAL

There were no revisions to that which was presented.

2.13 COORDINATOR OF BOARD AFFAIRS

There were no revisions to that which was presented.

3.16 SCHOOL FACILITIES

There were no revisions to that which was presented.

It was noted that the Superintendent’s staff would make the requested edits and bring the revised version of policies for Board review at the August 15, 2019 Special Workshop and/or August 16, 2019 Regular Workshop.

The Special Workshop was recessed at 12:35 p.m. and reconvened at 12:45 p.m., with all Board Members, the Superintendent, and Mrs. Waters present.

-Job Description – Discussed in general, would discuss in more detail at the August 15, 2019 Special Workshop and/or August 16, 2019 Regular Workshop.

Essential Job Functions – Added: *Establishes and maintains rapport with the School Board.*

Minimum Requirements -

-Master’s degree or higher required from an accredited educational institution, an earned doctorate preferred. Revised: Master’s degree (education related preferred) or higher required from an accredited educational institution, an earned doctorate preferred.

-Minimum of ten (10) years of successful experience in senior-level administration, preferably school district experience as a district-level administrator. Revised: Minimum of ten (10) years of successful administrative experience, with at least five (5) years in senior-level administration, preferably school district experience as a district-level administrator

- Added: *Hold or be eligible to hold teacher or administrative/superintendent certification.*
- Must maintain residence in Escambia County, Florida upon employment.* Revised: *Must maintain residence in Escambia County, Florida and possess a valid Florida Driver License upon employment.*

It was repeatedly noted that these were “minimum requirements” and that any specific preferences, such as experience with large and/or diverse student populations, would be mentioned in advertisements.

-Advisory Committee – Discussion primarily centered on the need for determining an appropriate total number of representatives for the Advisory Committee. There was mention of the need for identifying individuals who were truly invested in the School District, while “balancing” representation across all sectors of the community (education, business, etc.). The Board was to continue discussion on these matters at the August 15, 2019 Special Workshop and/or August 16, 2019 Regular Workshop.

-Brochure – There was brief discussion on the following: trifold format/design preference, map inset showing location of Escambia County, photos of the area, photos from classrooms, highlights/facts from the District, etc. Board Members were to continue discussion on this matter at the August 15, 2019 Special Workshop and/or August 16, 2019 Regular Workshop.

III. PUBLIC FORUM

-Donna Harper, representing the Escambia Education Association (EEA), registered to address the School Board concerning the School District’s START program.

IV. ADJOURNMENT

There being no further business, the Special Workshop adjourned at 2:10 p.m.

Attest:

Approved:

Superintendent

Chair