

THE SCHOOL BOARD OF
ESCAMBIA COUNTY, FLORIDA

MINUTES, MARCH 3, 2021

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

Not present: Dr. Timothy Smith, Superintendent of Schools

Advertised in the *Pensacola News Journal* on February 24, 2021 – Legal No. [4604316](#)

I. CALL TO ORDER

Mr. Slayton called the Special Workshop to order at 9:00 a.m.

II. GENERAL COUNSEL FINALIST INTERVIEWS

9:00 AM – Angela Holck
10:15 AM – Kia Johnson
12:30 PM – Kristina Lightel
1:45 PM – Doug Griffin
3:00 PM – Ellen Odom

For each interview, Chair Slayton began by welcoming the finalist and allowing each School Board Member to introduce themselves. Each finalist had a moment to introduce himself or herself before School Board Members proceeded with questions*.

The Special Workshop recessed at 10:38 a.m. and reconvened at 12:15 p.m., with all School Board Members present. Superintendent Smith was not present.

*Questions posed by School Board Members:

-The Superintendent of Schools, the School Board, and the Commissioner of Education have separate and distinct roles as dictated by the Florida Constitution and Florida Statutes. The Superintendent may receive conflicting directives, procedures, and/or guidance from the executive authority of the Commissioner of Education versus the legislative role of the School Board. What is your understanding of the constitutional authority and roles of the School Board and the Commissioner of Education providing direction and oversight for the Superintendent? (Adams)

-March 23 Bear vs. Escambia County Board of County Commissioners; and Douglas Underhill: U.S. Magistrate Judge Miles Davis ruled March 23 that a recent federal ruling regarding public officials' social media accounts being public record, such as those of President Donald Trump, did not apply in this case. The judge determined that was because Underhill's Facebook pages were not officially sanctioned by Escambia County and Underhill is a member of a public board that cannot take official action without a vote of the full board. This ruling may have major ramifications for local elected officials' personal social media accounts versus government owned social media accounts. Please describe how this ruling impacts Florida Sunshine Law and public record laws and how they may relate to our district. (Adams)

-It said that we learn best from our failures or (and) mistakes. Tell us about one of your most memorable learning opportunities and how it has changed what you do now. (Fetsko)

-Describe your process for prioritizing responsibilities and requests that will come from the departments and leadership of the district on a daily basis. (Fetsko)

- Share your philosophy statement about diversity and inclusion and how you will inspire and assist the district to accomplish your belief. (Edler)
- What do you see as the greatest challenge or challenges this district is currently experiencing at this time and what would be your first step in a resolution? (Edler)
- Suppose there was a legal issue requiring action by the school board attorney – you. Your research found that there was a clear legal precedent. Your legal research and opinion was supported by the superintendent and two board members; however, the board adopted the opposite position on a 3-2 vote. How would you handle the matter where the board vote was opposed what you believe the law to be? (Hightower)
- Presently, the board outsources several legal areas - real estate, workers' comp, labor, and exceptional student cases. Are there areas of the law that you foresee you could bring in-house that we presently outsource? (Hightower)
- Because of COVID-19, school districts have experienced unprecedented challenges. In addition to legal assistance, how do you think you might be able to assist the superintendent in preparing for the upcoming 2021-2022 school year? (Slayton)
- Besides giving legal assistance, how do you think school board attorneys can best contribute to school districts? (Slayton)

III. CONTRACT DISCUSSION

[Handouts provided to School Board Members prior to this session] School Board Members reviewed each section of the [most recent agreement for General Counsel](#):

- Term of Agreement: Chair Slayton and Mrs. Hightower favored a three-year agreement, while Mr. Fetsko and Mr. Adams preferred just one-year.
- Employment Relationship and Title [no changes suggested]
- Compensation – Starting salary advertised as \$110,835 [Pay Grade 1, Step 0 on the Administrative Salary Schedule – District Level, 12-Month Annual Base Scale]. Advertised as School District’s twelve month annual base scale administrative salary schedule which at Pay Grade 1, Step 0 was \$110,835. Chair Slayton would have latitude in negotiating with the individual, between Step 1 and Step 5, based on the individual’s relevant experience. There would be no additional compensation for a doctorate degree, given the job description required.
- Retirement and Benefits [no changes suggested]
- Termination [suggested verbiage similar to that from [Orange County School District](#)]
- Renewal Term and Notice [current verbiage] *The Board agrees to vote no later than six (6) months before the expiration of the 2-year term of this Agreement on whether or not to extend the term for an additional two (2) years. General Counsel will give the Board at least thirty (30) days advance written notice of the required vote on the extension. [suggested revision] Upon written consent by General Counsel and subject to approval by the Board no less than thirty (30) days prior to the expiration of the term of this Agreement, the terms of employment, as set forth herein, may be renewed for a period of not less than one (1) year.*
- Dues, Fees and Membership in the Florida Bar [current verbiage] *The Board agrees to pay General Counsel’s membership fees for the Florida School Board Attorneys Association, the Escambia/Santa Rosa Bar Association, and the Florida Bar, and up to five sections thereof. It is expressly understood that General Counsel will continue to maintain all essential qualifications necessary to satisfy the requirements of this position, including, specifically, good standing with the Florida Bar. [suggested revision] The Board agrees to pay General Counsel’s membership fees for the Florida School Board Attorneys Association, the Escambia/Santa Rosa Bar Association, and the Florida Bar, and up to two sections thereof. It is expressly understood that General Counsel will continue to maintain all essential qualifications necessary to satisfy the requirements of this position, including, specifically, good standing with the Florida Bar.*
- Status as Certified Education Law Expert [delete]
- Continuing Legal Education [no changes suggested]
- Office Hours [no changes suggested]
- Duties [suggested attaching approved job description as exhibit]
- Space and Support [no changes suggested]

- Performance Evaluation [no changes suggested]
- Professional Responsibility [delete]
- Political Activity [no changes suggested]
- Impartiality [no changes suggested]
- Positive Image [no changes suggested]
- Indemnification [no changes suggested]
- Modification [no changes suggested]
- Entire Agreement [no change suggested]
- Legal Fees and Expenses [no changes suggested]

IV. PUBLIC FORUM

-No registration forms submitted

V. ADJOURNMENT

There being no further business, the Special Workshop adjourned 4:27 p.m.

PENDING BOARD APPROVAL