

Beau Blossom vs Bay District Schools

Table of Appendices

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App 1. Aff. Beaublossom
Nov '15

App 241-244

AFFIDAVIT OF
Johanna Beanblossom

State of Florida
Country of Bay

To whom it may concern:

The undersigned, being duly sworn, says that:

1. I, Johanna Beanblossom, of Bay County, Florida, worked for Bay District Schools on and off for almost 20 years. Over the years, I obtained references for my applications for different jobs for employment from the following persons: Leonard J. Hall, when he was a Principal and an Assistant Principal, Linda Landen, Assistant Principal, Jack W. Simonson, Assistant Principal, Mary Vicki Taws, Administrator, Donna Dale Administrator's Assistant, Tommye Lou Richardson, Assistant Principal, and Fred P. Goodwin, Principal. These references were in my personnel records for many years. In 2013, Ms. Lynne Hearn, my attorney who successfully defended my license before the Department of Education, requested a copy of my personnel records from the School Board. My attorney received copies of my references for employment in 2013 from the School Board. A copy of the references in my personnel records given to Ms. Hearn in 2013 are attached as **Exhibit 1**.
2. Earlier this year in 2015, I went to the School Board to review my personnel files. I saw only one letter of reference in my personnel files. I saw that the School Board had placed a copy of my lawsuit in my personal records. I asked the Human Resources Employee to make a copy of the lawsuit in my personnel file and give it to me and she did and charged me money for copies.
3. I was asked to resign by Ms. Michalik and Mr. Sheffield on 23 May 2013. Neither of them ever asked me about any allegations made against me. They gave me no chance to defend myself. They just said I could resign, or they would fire me. I was not given any reasons why they wanted me gone so I declined to resign. Mr. Sheffield stated in his 23 May 2013 letter attached as **Exhibit 2** that he had investigated claims that I segregated my class by race and got statements from two black parents of children who said I was racist. After he got these statements he went to Mrs. Michalik with the statements and then they decided that I would no longer be working at Mowat or for the School Board District.
4. The record shows that the statements about whether I segregated the class or not were all obtained about five days after Mr. Sheffield and Ms Michalik told me that I was allegedly fired. Mr. Sheffield did not have any written statements from anyone when he decided that my employment should end.

5. I did not segregate students by race. I moved them around based on their academic needs and their behavior. Students were moved around about every two weeks. Attached as **Exhibit 3** is a photo of S.B. who is the child of Ms. Jameil Zakem. He is mixed race and allegedly told his mom that I made him sit in the back of the class with the black students. In the photo S.B. is sitting in the front of the class. This photo was taken a day or two before Mr. Sheffield asked me to leave Mowat.
6. I did not ever discuss the race of the children in my class. It was irrelevant. Some of my students were very loud and often disruptive. One was M. J., daughter of then, Ms Richardson, (newly married name, Mrs. McKay). M. J. had a long continuous history of disciplinary problems with me and many other teachers at Mowat. M.J. was often not truthful in her statements and complaints. Other students complained about M.J. A copy of some of student's comments about M. J. is attached as **Exhibit 4**.
7. Both M. J. and S.B., students who complained about me at Mowat, were in my regular education classes. There was never a paraprofessional assigned to the classes. Fran Lisa Smith and Candy Smith were two paraprofessionals working at Mowat when I was a teacher. They did not work in the regular education classes. They only worked in the special education classes. They were not in my regular education class so they would not have had an opportunity to see what transpired in my regular education classes.
8. Mr. Sheffield stated that he obtained statements from two paraprofessionals who were assigned to the student's classes who complained about me, but there were no paraprofessionals assigned to the regular education classes. A copy of Mr. Sheffield's letter is attached as **Exhibit 2** a copy of Mr. Sheffield's affidavit is attached as **Exhibit 5**. In addition, when Mr. Sheffield obtained statements from students and Fran Lisa Smith and Candy Smith about how I allegedly treated my regular education class, I had already been removed from Mowat five days earlier.
9. With regards to my special education classes, I had given Fran Lisa Smith a flower covered journal to write down how the students behaved. Ms. Smith documented many good days and bad days with students when they became disruptive, or violent. Ms. Smith never wrote in her notebook that I said racist things, or that I separated the students because of their race. A copy of her journal is attached as **Exhibit 6**.
10. When Mr. Sheffield sent me away from Mowat on 23 May 2015, I called the district office to see if I could become a substitute teacher as I have done before. I spoke to Ms. Penny Houpt. She told me that since I have a superior credential as a master substitute teacher because of my teaching certificate and

experience, that I would get a substitute job almost immediately. She said she turn on her substitute card right away.

11. A short time later, Miss Houpt called me back and told me that Ms Michalik told her not to turn my substitute card on. That meant that I could not get work as a substitute teacher at the Bay District schools. I was devastated emotionally and financially.
12. I then applied for over 60 job openings in the Bay District School system from the time I left Mowat to the present. Several times I had wonderful interviews with the principal and was given the impression that I was going to be hired right away. I was often greeted warmly by interviewing principals because I had several endorsements on my teaching certificate so I could teach Exceptional Student Education (ESE) students and that certification is not common.
13. Each time after a warm and encouraging interview with a principal, I would get a call the next day stating that I was not hired this was very discouraging and hard to bear. It appears that my filing a lawsuit is preventing me from being hired as I learned that the School Board placed my lawsuit in my personnel file for anyone to see.
14. I was completely cleared of any wrongdoing by the Department of Education after the School Board sent a complaint about me allegedly separating students by race. No one from the School Board ever told me about why I was asked not to return to Mowat. I learned about all accusations against me when I received a copy of the Department of Education complaint that Ms Michalik filed against my license. I received a copy of the Department of Education complaint on or about the end of July 2013.
15. I did not receive the letter attached as **Exhibit 7** dated June 11, 2003 stamp-signed by William Harrison which said that if I did not notify the School Board about my decision to return to work after childcare leave, then I would "lose employment rights." This letter did not state that I would be terminated.
16. I also saw in my personnel records several pre-employment checklists which Bay District Schools resources used to determine if an applicant for employment was eligible to be hired. A copy is attached as **Exhibit 8**. This form indicates that applicants only needed printed reference letters.
17. I was not able to grieve any School Board treatment of me because I did not know what the School Board thought I did wrong. No School Board employee ever gave me a chance to defend my name and my job before I was released from work and the Department of Education complaint was filed against me. Today, I have been unemployed by the School Board for about two years and it has created financial havoc and emotional harm to me and my family.

18. When I applied for jobs after I was sent away from Mowat, I used my old 2012 application on file at the District Office. That is commonly done. I did not review the application again to check to see in anything had changed, because I did not think of it and the application and all of my references were appropriate for me to be hired before. Also, prior to Mr. Sheffield's actions, I had not been disciplined before in any way while I was employed as a teacher, so I was not familiar with answering questions about any discipline.

Signed this 12th day of November, 2015

By:

Johanna V. Beanblossom

Sworn to and subscribed before me by Johanna Beanblossom who is personally known to me, or who produced _____ as identification, this 12th day of November, 2015.

Cecile Marie Scoon
Notary Public



CECILE MARIE SCOON
MY COMMISSION # FF-111107
EXPIRES April 8, 2018
Bonded Thru Budget Notary Services

Printed _____ of _____

My commission expires: _____

App 2. Aff. Bankslossom
May 16

App 563

EXHIBIT 6

COUNTY OF BAY
STATE OF FLORIDA
JOHANNA BEANBLOSSOM

AFFIDAVIT SECOND

Comes now, I Johanna Beanblossom and state that I complained to Mr. Sheffield on several occasions that no Mowat administrator was properly disciplining the students in my class that were physically threatening me and or actually hurting other students. I spoke to Ms. Reese and Ms. Walker and asked for their assistance. I wrote serious disciplinary reports about several children who became violent sometimes. I never received a response from anyone. I know that several serious disciplinary reports that I wrote for students bullying other students were actually torn up by Ms. Reese.

These incidents when I would have to break up fights and sometimes be hit by a child or when a student actually got angry at me and attempted to hit me continued from the time that I arrived to work at Mowat from January 2013 until I left the school in May 2013.

I was often fearful of being struck by a student and I lived with dread and unease. I was also fearful that some of my students were being harmed by other students with no disciplinary consequences even though I and the mother, Ms. Faircloth, of one child continuously complained about the bullying and asked for help and continuously complained that the administration was doing nothing to protect the child and to assist me with discipline. A copy of her complaint is attached as Exhibit 1.

In fact, although I sent a 27 February 2013 letter to Mr. Sheffield, my principal, asking for assistance and mentioning that Ms. Reese's failure to provide discipline even after I wrote the students up for threatening me and other students with physical harm, was creating a very unsafe and violent situation,

Mr. Sheffield and Ms. Reese provided no disciplinary support to me. A copy of my letter to Mr. Sheffield is attached as Exhibit 2 to this affidavit. Mr. Sheffield never even spoke to me about my concerns mentioned in the letter. He appeared to wash his hands of it entirely.

Even after I submitted my complaint about being physically threatened by a student to the District Office by filing the complaint in FOCUS, which goes directly to the District office, no one contacted me to find out what happened to me and the students. I had done everything that I could to notify the school board about the dangers of the students and the dangers of not disciplining the students when they commit violent acts. Everyone was aware of the situation but no one provided any assistance whatsoever. I was left to try to manage dangerous students by myself even though I had been threatened by some of those same students.

I was also threatened by some of the parents of some of the students who would get angry and state that they would beat me up and beat other teachers up because we wrote up their children for misbehavior or for not completing their work. These parents were heard to scream at the teachers including myself, from the school parking lot or the front office, threatening to beat up this or that teacher. Mr. Sheffield and Ms. Walker, the Assistant Principal at Mowat, were aware of this as they heard the threats themselves, but no corrective action was taken against the parents who continued to come on school property and threaten me and other teachers and administrators. These parents were a serious threat to me and my sense of safety and well-being. These parents offered to beat me up and they came on school property angry yelling and looking for me and other teachers to beat up. They clearly had a real ability to harm me and I was fearful of being harmed by them. Bay District School's Division of Teaching and Learning Student Services Bullying and Harassment Manual. A copy of the 2014-2015 manual is attached as Exhibit 3. This copy is essentially the same as the manual in place for 2012-2013 and 2013-2014.

The administrators were well aware that the bullying was going on in school and that it was dangerous for the teachers to separate fighting students. We have been given training by the school to try to stop these fights and in the training it discusses the possibility that a teacher may be harmed in stopping a fight. That is a well-known reality of teaching today. Every teacher and every administrator knows that stopping fighting students means that there is a possibility that a teacher may get hit intentionally by a student. Therefore, when parents or teachers complain about fighting or bullying in the classroom it is providing notice that a teacher may be physically harmed or threatened with physical harm as a consequence of trying to break up a fight.

I solemnly swear or affirm that the statements above are the whole truth and nothing but the truth.

Johanna U. Beanblossom

may 12, 2016

Johanna Beanblossom

Date

Subscribed and Sworn before me this 12th day of May 2016. The affiant provided _____ as identification or was known by me.

Sharon Ann Ham

Signature of Notary

Seal of Notary

My notary expires:



Filing # 22617353 E-Filed 01/15/2015 04:27:53 PM

App 257

IN THE CIRCUIT COURT, FOURTEENTH JUDICIAL CIRCUIT
STATE OF FLORIDA, IN AND FOR BAY COUNTY

JOHANNA BEANBLOSSOM

Plaintiff,

vs.

CASE NO. 13-002015-CA

THE SCHOOL BOARD OF BAY COUNTY,
FLORIDA

Defendant.

AFFIDAVIT OF ED SHEFFIELD

STATE OF FLORIDA

COUNTY OF BAY

BEFORE ME, the undersigned authority, personally appeared Ed Sheffield, who, after being by me first duly sworn, deposes and says under oath as follows:

1. My name is Ed Sheffield. I am over the age of 18 and have personal knowledge of the facts and matters set forth herein.
2. I am employed by the School Board of Bay County, Florida as the principal of Mowat Middle School.
3. In May 2013 I was approached separately by two students and their parents regarding Johanna Beanblossom. Both students independently reported that Beanblossom had segregated the students' seats in her classroom on the basis of the students' race. Both students' parents were understandably upset by these reports and expressed that they intended to report this to the local media if immediate action was not taken by the school.

Exhibit 5


4. Finding the students' reports credible and believing that Beanblossom had improperly segregated her students, I called in Sharon Michalik, the School Board's Executive Director of Human Resources & Employee Support Services. I relayed the parents' and students' complaints to Michalik and stated that I intended to seek termination of Beanblossom's probationary contract. Michalik and I thereafter met with Beanblossom to inform her that her employment as a probationary contract employee would be terminated on May 23, 2013.

FURTHER AFFIANT SAYETH NAUGHT.


Ed Sheffield

The foregoing instrument was acknowledged before me this 8th day of January, 2015 by Ed Sheffield, who is either personally known to me or who has produced his [type of identification] as identification and who took an oath that the facts and matters contained herein are true and correct.




Notary Public - State of Florida
My Commission expires: 3-21-18

App 3. Aff. Sheffield

Filing # 22617353 E-Filed 01/15/2015 04:27:53 PM

App 257

IN THE CIRCUIT COURT, FOURTEENTH JUDICIAL CIRCUIT
STATE OF FLORIDA, IN AND FOR BAY COUNTY

JOHANNA BEANBLOSSOM

Plaintiff,

vs.

CASE NO. 13-002015-CA

THE SCHOOL BOARD OF BAY COUNTY,
FLORIDA

Defendant.

AFFIDAVIT OF ED SHEFFIELD

STATE OF FLORIDA

COUNTY OF BAY

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1. My name is Ed Sheffield. I am over the age of 18 and have personal knowledge of the facts and matters set forth herein.
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Exhibit 5


4. Finding the students' reports credible and believing that Beanblossom had improperly segregated her students, I called in Sharon Michalik, the School Board's Executive Director of Human Resources & Employee Support Services. I relayed the parents' and students' complaints to Michalik and stated that I intended to seek termination of Beanblossom's probationary contract. Michalik and I thereafter met with Beanblossom to inform her that her employment as a probationary contract employee would be terminated on May 23, 2013.

FURTHER AFFIANT SAYETH NAUGHT.


Ed Sheffield

The foregoing instrument was acknowledged before me this 7th day of January, 2015 by Ed Sheffield, who is either personally known to me or who has produced his (type of identification) as identification and who took an oath that the facts and matters contained herein are true and correct.




Notary Public - State of Florida
My Commission expires: 3-21-18

App 4. Dep. Michalik p ~~282~~ - 29

1 have told you that within a month of his decision to terminate
2 Mrs. Beanblossom that she had filed numerous written
3 complaints of lack of safety?

4 A. No.

5 Q. Would that have changed your mind in any way?

6 A. No.

7 Q. Did you ever make any attempt to speak to Mrs.
8 Beanblossom to find out her side of what happened?

9 A. No, we met on the day... I met with her at
10 the school to let her know that we were going to have to
11 terminate her Provisional Contract, it was so close to the
12 end of the school year, we met with her and her Union
13 Representative, Mrs. Butler. I offered her the opportunity
14 to resign and she declined, so I told her that we would have
15 to proceed then with the termination of the Provisional
16 Contract. We gave her the letter terminating her Provisional
17 Contract and that was that.

18 It is not customary to discuss the reasons,
19 because again, the Provisional Contract is terminated with
20 no reason given under the law, so its typically less than
21 five minutes.

22 (PAUSE)

23 Q. So, I'm understanding that when you went
24 and... to the school and met with Mrs. Beanblossom, at that
25 point that was your intent, either to allow her to resign

1 or to terminate her on the spot?

2 A. Correct.

3 Q. And, at that-point you had not spoken to any
4 of the parents?

5 A. No.

6 Q. That made any complaints about her?

7 A. No.

8 Q. And, you had not spoken to any of the children?

9 A. No.

10 Q. And, you had not reviewed any statements made
11 by the children, any written statements?

12 A. All completely unnecessary.

13 Q. Are you agreeing with me that you did not---

14 A. No.

15 Q. Okay, and you had not reviewed any... written
16 statements of any Paralegals?

17 A. No.

18 Q. I'm sorry, Paraprofessionals?

19 A. No.

20 Q. Okay. And, you had not reviewed any written
21 statements of the parents?

22 A. No.

23 (PAUSE)

24 Q. Okay, excuse me.

25 (PAUSE)

App 5. Complaint

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App 011 - 031

IN THE CIRCUIT COURT FOR THE FOURTEENTH JUDICIAL CIRCUIT
BAY COUNTY, FLORIDA, CIVIL DIVISION

Johanna Beanblossom,

Plaintiff

v.

Case # _____

School Board of
Bay County, Florida

Defendant.

Jury Trial Demand

COMPLAINT

Comes now Johanna Beanblossom, Plaintiff, by and through Cecile M. Scoon, her undersigned attorney, and for her cause of action against Defendant, School Board of Bay County, Florida, (hereinafter referred to as BCSB), alleges as follows:

GENERAL ALLEGATIONS OF JURISDICTION AND VENUE
COMMON TO ALL COUNTS

1. This action is for damages greater than \$15,000.00, injunctive relief and attorney fees and costs.
2. The allegations asserted in this complaint arose in the above named district.
3. Plaintiff, Johanna Beanblossom is an employee of a state governmental entity and as such was a member of a group protected from retaliation under Florida Statutes Chapter 112.00 et seq.
4. This Court has jurisdiction of these claims pursuant to F. S. 112.00 et seq.
5. At all times relevant to this Complaint the Defendant has been organized and existing under the laws of the State of Florida and has therefore been an employer within the meaning of the definition of employer under F.S. 120 et seq.

6. Plaintiff is sui juris.
7. Plaintiff is an adult and a citizen of the United States and was a resident of the County of Bay, State of Florida, during all times pertinent to this lawsuit.
8. Plaintiff is an employee as defined by the F. S. 112.00 et seq. and was employed in Bay County, Florida, by the BCSB and all actions and omissions of employment and all the employment records relevant to this action are or were maintained in Bay County, Florida.
9. At all times herein mentioned, the Defendant acted by and through its duly authorized servants, agents, and employees such as Defendant's management and supervisors, who were acting within the scope of their employment.

COUNT I
WHISTLEBLOWER
FLORIDA STATUTES CHAPTER 112

10. Plaintiff incorporates by reference and re-alleges the general jurisdictional allegations in paragraphs 1 through 9, as if fully stated herein.
- 11 Plaintiff had an exceptional teaching record prior to the retaliation experienced by plaintiff from BCSB.
- 12 Plaintiff had no negative evaluations prior to the time of retaliation.
- 13 Plaintiff worked at Mowat Middle School from December 2012 to May 23, 2013.
- 14 Mr. Ed Sheffield was the principal of Mowat Middle School during that timeframe.
- 15 Mrs. Beanblossom replaced a teacher who left the employment of Mowat Middle School under duress from Mr. Ed Sheffield.
- 16 Mrs. Beanblossom was assigned to teach exceptional students and regular education students.

17 Mrs. Beanblossom learned that disciplinary write-ups by teachers on the behavior of their students would not be supported against the students.

18 Mowat Middle School's administrators' failure to follow-up, discipline or act upon dangerous behaviors of the students, left the teachers and students vulnerable and subject to angry outbursts by children who were not being properly disciplined and by parents too confused to accept that the children could do anything wrong.

19 Mrs. Beanblossom wrote up several of the students for behavioral problems such as threatening teachers and students, striking teachers, bullying, cheating, being loud and rude in front of the classroom.

20. Mrs. Beanblossom submitted these write ups to her administrators on a timely fashion.

21. The administrators frequently either tore up the write ups by Mrs. Beanblossom or took no action against the misbehaving students.

22 Furthermore, administrators did not take action against parents who threatened and harassed Mrs. Beanblossom.

23. Mrs. Beanblossom observed that several of the teachers, students and some of the paraprofessionals were being unduly threatened by students who were not disciplined.

24. Mrs. Beanblossom wrote a letter complaining of the failure of the administrators to enforce the protection of the teachers, students and paraprofessionals and to enforce the rules for misconduct and bad behavior. A copy of the letter is attached and incorporated herein as Exhibit 1.

25 Mrs. Beanblossom also wrote to her principal, Mr. Ed Sheffield, to complain about another teacher who was essentially writing the answers for a student. A copy of that written notice and the school paper with the teacher's written answers s attached and incorporated herein

as Exhibit 2.

26 Mrs. Beanblossom made complaints in writing to her principal about safety issues and the failure of the administrators to secure the safety of the students, paraprofessionals, teachers and the public in violation of Florida Statute 112.

27 Mrs. Beanblossom also raised concerns about the possible unethical behaviors of teachers at Mowat Middle School when she made her written complaint.

28 On or about May 23, 2013, Mr. Ed Sheffield told Mrs. Beanblossom that she must resign.

29 Mr. Ed Sheffield told Mrs. Beanblossom that she must resign in retaliation for Mrs. Beanblossom's reporting that the administrative write ups were not being processed properly and students were not being properly disciplined for bullying, fighting, physically threatening the paraprofessionals, teachers, students and creating havoc in the classroom.

30 Mrs. Beanblossom refused to resign.

31 In response, Mr. Sheffield tried to terminate Mrs. Beanblossom without explanation on May 23, 2013 and without properly submitting a Request for Approval to Terminate to the Bay County School Board prior to trying to terminate Mrs. Beanblossom.

32 In May 2013, in retaliation for Mrs. Beanblossom's reporting substantial threats to the welfare of the students, teachers, paraprofessionals and the public by unruly students and for reporting the unethical violation of a teacher filling out the answers on a test for a student, Mr. Sheffield wrote a letter of complaint against Mrs. Beanblossom

33 In retaliation for Mrs. Beanblossom's reporting substantial threats to the welfare of the students, teachers, paraprofessionals and the public by unruly students and for reporting the unethical violation of a teacher filling out the answers on a test for a student, the BCSB terminated Mrs. Beanblossom on or about June 25, 2013.

34. In retaliation for Mrs. Beanblossom's reporting substantial threats to the welfare of the students, teachers, paraprofessionals and the public by unruly students and for reporting the unethical violation of a teacher filling out the answers on a test for a student, the BCSB filed a complaint against Ms Beanblossom license with the Department of Education.

35. Mrs. Beanblossom learned about the Complaint against her teacher's license on or about 18 June 2013.

36. Mrs. Beanblossom has applied for over sixty jobs at the district that she was either qualified for or was the most qualified for the position, yet she was not hired in retaliation for Mrs. Beanblossom's reporting substantial threats to the welfare of the students, teachers, paraprofessionals and the public by unruly students and for reporting the unethical violation of a teacher filling out the answers on a test for a student. A copy of the list of jobs is attached as Exhibit 3.

37. Plaintiff reported and disclosed in writing to her principal and other high level administrators, violations of state rules, government regulations or laws.

38. Plaintiff reported malfeasance, misfeasance, safety problems and failure to protect teachers and students and other acts specifically outlined in § 112.3187(5), et seq., Florida Statutes.

39. As a result of such disclosure, Plaintiff has been retaliated against and has suffered financially and monetarily due to the retaliatory termination on June 25th, 2013.

40.. Plaintiff has had to incur attorneys and costs in bringing this action and the Defendant should be held liable for same and be ordered to reimburse Plaintiff for said costs.

41. Plaintiff contends that she can prove all of the elements of the claim, which are:

- a) she was engaged in activity protected by the Whistle-Blower's Act;
- b) She was subjected to treatment that was materially adverse; and

c) There was a casual link between the protected activity and the adverse employment action.

42.. The Plaintiff met all of the qualifications of a Whistleblower's case as follows:

a) she reported to an appropriate agency violations of law on the part of a public employer or independent contractor that created a substantial and specific danger to the public's health, safety, or welfare; and/or;

b) she disclosed information to an appropriate agency alleging improper use of governmental office, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee;

c.) she reported and disclosed violations of state rules, regulations and laws to a person who had the authority to investigate, police, manager, and otherwise remedy the violations of rules, regulations, and laws reported by Plaintiff. Plaintiff reported malfeasance, misfeasance, and other acts specifically outlined in §112.3187(5), et seq. Florida Statutes.

43. Plaintiff maintains that the actions of Bay County School Board, through its agents and employees, affected her employment adversely, and that the county took these action, at least in part, in retaliation against her for her "whistle-blowing" activities.

44. Mrs Beanblossom has had to hire the undersigned attorney and pay her a reasonable fee and to incur costs of litigation for which Defendant should be held liable.

WHEREFORE, the Plaintiff prays for the following relief:

- a. lost wages, benefits and
- b. Return her to teach for BCSB in a safe and appropriate environment.
- c. Removal and/or repudiation of all negative reports, evaluations, or warnings written

- by Sheffield or other BCSB employee against Plaintiff.
- d. Future evaluations of Plaintiff to be performed by an administrator with knowledge and experience of ESE.
 - e. Reimbursement of medical costs incurred by Plaintiff due to the stress and anxiety brought upon her by the actions of Mr. Sheffield and Mr. Husfelt.
 - f. Withdrawal of all complaints against Mrs. Beanblossom filed by BCSB or its agents.
 - g. Award to Plaintiff's attorney, Cecile M. Scoon, Esquire, a reasonable attorney's fee and costs of the bringing this cause of action..
 - h. Award and grant such other relief to which in equity the Plaintiff may be entitled.

COUNT II
NEGLIGENT RETENTION

45. Plaintiff incorporates by reference and re-alleges the general jurisdictional allegations in paragraphs 1 through 9, as if fully stated herein.
46. Mr. Husfelt was well aware of Mr. Sheffield's propensity to bully some of his teachers as these teachers had complained directly to Mr. Husfelt or to his designated agents, but no corrective action was taken.
47. Mr. Husfelt and the School Board of Bay County had a duty to protect its employees from the harmful actions of its other employees once the School Board or its agents were informed of the dangerous threatening actions of its agent.
48. Mr. Husfelt and the School Board of Bay County had a heightened duty to protect its employees from the harmful actions of its top level managers, like principals, once the School Board or its agents were informed of the dangerous threatening actions of its high level managers

as the high level employees have inordinate power and control over the wellbeing of their many vulnerable subordinates.

49. Defendant, BCSB, had a duty to the Plaintiff and the other employees to thoroughly, independently, and immediately investigate the allegations of inappropriate actions of employees.

50. Defendant, BCSB, failed to protect its employees from unlawful assault and battery while at work.

51. Defendant, BCSB, breached its duty to Plaintiff, and the other employees.

52. Mr. Husfelt and the School Board of Bay County failed to properly supervise one of its principals, Mr. Ed Sheffield, even though they were placed on notice by many employees who made complaints that Mr. Sheffield made hostile comments, bullied employees, threatened employees' jobs, spoke harshly to them, wrote them up unfairly, unfairly reported their licenses to the Department of Education, created a hostile working environment, and failed to support teachers against misbehaving and threatening students so that people would quit, and publicly humiliated them, changed their job duties in an adverse manner, and other threatening and harmful acts.

53. The School Board and Mr. Husfelt took no corrective action against Mr. Sheffield for almost one year after they were notified of Mr. Sheffield's harmful actions.

54. This left the employees in Mr. Sheffield's chain of command vulnerable to Mr. Sheffield's misdeeds and threatening bullying actions.

55. Due to Mr. Husfelt's and the School Board's failure to act and supervise and discipline Mr. Sheffield, Mr. Sheffield was left in place to threaten and bully Ms Beanblossom.

56. Ms. Beanblossom has been harmed by Mr. Sheffield who left Ms. Beanblossom, without an appropriate defense to angry, physically threatening, misbehaving students.

57. Mr. Beanblossom has been assaulted and placed in real fear of physical harm when Mr. Sheffield failed to properly process disciplinary write ups against Students written by Ms Beanblossom.

58. Ms. Beanblossom's educator's license has been threatened by unfounded allegations of Mr. Sheffield.

59. The failure of Defendant, BCSB, to seriously investigate and discipline Mr. Sheffield for the allegations made by the Plaintiff and other employees showed their disregard of serious allegations against Defendant, and was the basis of Defendant, BCSB's, failure to adequately discipline or supervise its employees.

60. Had Defendant, BCSB, done a reasonable and appropriate investigation of the allegations against employees, Defendant, BCSB, would have discovered more than an adequate basis to increase supervision over, suspend, and or terminate Defendant's employee, Mr. Sheffield.

61. Defendant, BCSB's continuing failure to adequately investigate, discipline, supervise and terminate Defendant's principal, Mr. Ed Sheffield, caused direct harm to Plaintiff and the other employees as Mr. Sheffield, was left unhindered to threaten Plaintiff's job and allow students to physically threaten her.

62. Defendant, BCSB's continued negligent retention and supervision and failure to discipline Defendant's employee, Mr. Sheffield, in light of the allegations against the Mr. Sheffield, was a breach of Defendant, BCSB's duty to Plaintiff and its duty to all of its employees.

64. Mrs Beanblossom has had to hire the undersigned attorney and pay her a reasonable fee and to incur costs of litigation for which Defendant should be held liable.

WHEREFORE, Plaintiff requests compensatory damages, attorney's fees and cost
against BCSB. Plaintiff requests a jury trial.

CecileM. Scoon, Esq. /s/

Cecile M. Scoon, Esquire
FL Bar #834556
25 East 8th Street
Panama City, FL 32401
Attorney for Plaintiff
Ph 850-769-7825
Fax 850-215-0963

Mr. Sheffield

2/27/2013

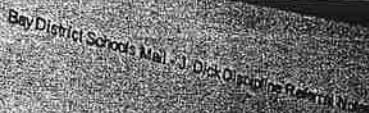
Thank you for listening today. Please know I am not trying to cause trouble or get anybody in trouble. My program is to try to get [REDACTED] disciplined because it is an unsafe environment. I am thankful that Ed pulled him back and prevented him from hitting me.

I know it takes time for Mrs Reese to process referrals, but it seems like some do not get "processed" at all. Therefore I put this referral in FOLDS and printed a hard copy. I gave the hard copy to Mr Reese, and I emailed her as well. Please do something. This is a very unsafe and volatile situation.

Today I researched the use of "Teacher Authority" to remove a student from the class. Do you allow teachers to utilize "Teacher Authority" to remove a student whenever things are not OK and safe? Please advise and please let me know what is being done.

Respectfully,
Johanna Beanblossom

Ex 1



W. Dick Discipline Referral Notes

Referral Notes
Johanna Beanblossom <beanbjv@bay.k12.fl.us>
To: Angela Reese <reeseal@bay.k12.fl.us>
Hi:

51.

I submitted a referral for ~~XXXXXX~~ on FOCUS. While some days are better than others, things are still not OK. I have collected additional documentation about his specific behaviors if you need them.

Johanna

NOTES: ~~Student~~ continues to promote an unsafe, volatile learning environment and disharmony by making condescending remarks to the teacher and paraprofessional. He mocks the teacher and paraprofessional's directives daily. If the teacher or paraprofessional insist that he stop making the inappropriate comments or complete assignments, he becomes unsafe, aggressive toward them. He exhibits fits of angry outbursts and punched himself in the head. He has approached the teacher in a hostile and threatening manner twice. Another student pulled him away before he struck at the teacher.

Teacher's disrespect and mockery causes a lot of dissension within the learning environment. His negative attitude and lack of anger management is causing an unsafe and hostile learning environment that is VERY volatile. When the teacher counseled with him, he is flippanant. When the teacher warns him that she may have to call his parent, he laughs and makes the call stating that his mother will cause a scene and prove he didn't do anything wrong. Teacher makes comments that suggest he will attempt to use his mother to harass teachers and administration to avoid consequences. Teacher stated that his mother does not care what he does in some of his classes and will support and condone his inappropriate behavior.

~~Student~~ is failing Reading and Language Arts due to nonperformance. He is very capable of doing the assignments and has been offered alternate and replacement assignments on many occasions. ~~Student~~ IEP was reviewed by the teacher. She discussed and discussed BIP, however she applied interventions from the BIP that was in place while he attended Event Middle School. ~~Student~~ has shown no evidence of making progress on his Social Emotional goal. The accommodations are not working to change ~~student's~~ behavior, nor are any of the numerous intervention strategies that are being used.

Furthermore, [redacted] is instigating dissension from the other students toward his teacher and paraprofessional by "talking back" and slandering them in other classes. Several class members reported that [redacted] slanders and belittles his teacher to other students at lunch and in other classes almost daily.

Mrs. Johanna Bearblossom

Language Arts/Reading Teacher
Mowat Middle School
(850) 219-3792

If you can read this, thank a teacher. If you can read this in English, thank a soldier.

Angela Reese <reeseal@bay.k12.fl.us>

Angela Reese <rreese@bay.k12.fl.us>
reese.angela@gmail.com www.pbsearchinabowl.com

Referrals

Justin Blake Dick

Total Days of Discipline: 3

Detention: 2.0

Student Conference: 1.0

Reporter Beanblossom, Johanna V

Incident Date * Feb 27, 2013

Reviewed by an Administrator No

Location School Grounds/On Campus

Bus Number -

Bus Driver's Name -

Time - Local Use 9:00AM - 10:00AM

Context During School Hrs

Discipline Code -

Comments Please see email sent on 2/27/2013

Action taken by Teacher Verbal Individual Warning, Student Conference, Phone Parent, Seating Change,
Curricular Modification, Re-teach Expectations, Loss of Item/Class Privilege,
Redirect, Proximity Control

Possible Motivation Obtain Peer Attention

Others Involved Teacher

Action Date Decided Date Begins Date Ends Length of Action Attendance Code Administered by Notes

Additional Administrator Notes -

Incident ID 10015238

Use of Alcohol -

Involved in Hate Crime -

Use of Drugs -

Weapon Use -

Involved in Bullying -

Zero Tolerance Expulsion The student was not expelled. [2]



To: Ed Sheffield > Hide

From: ICE Johanna (me) Beanblossom >

???? advice please

April 30, 2013, 12:10 PM

Mr. Sheffield:

Today [REDACTED] turned in some missing assignments. I looked over the assignments and noticed that it was not his handwriting. I asked him if he did his work. He said, "Yes" he did it and smiled.

Then, I pointed out it was not his handwriting. He told me in a VERY disrespectful manner that Mrs. Tant did it for him and if I don't like it can take it up with her. Then, Telacy started saying, "Oh Lord, Oh Lord, here we go!" and



Ex2

12/12/13

tant 2.jpg (640x960)



saying, "Oh Lord, Oh Lord, here we go!" and walked out.

Advice please.
Johanna

Mrs. Johanna Beanblossom

Language Arts/Reading Teacher

Mowat Middle School

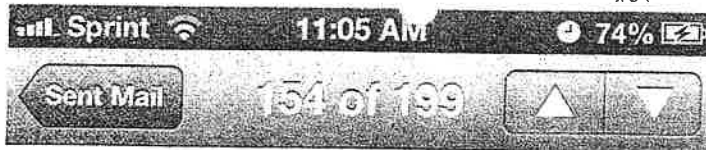
(850) 219-3792

*If you can read this, thank a teacher! If you
can read this is English, thank a solider too!*



11/11/13

tant 3.jpg (640x960)



On Tue, Apr 30, 2013 at 11:24 AM, Ed
Sheffield <sheffet1@bay.k12.fl.us> wrote:

I will speak with Mrs. Tant. Hold on to the
work that he turned in. I'll let you know how
to proceed after I speak with her.

On Tue, Apr 30, 2013 at 11:10 AM,
Johanna Beanblossom

<beanbjv@bay.k12.fl.us> wrote:

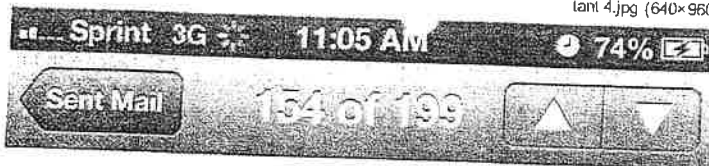
Mr. Sheffield:

Today Austin Frix turned in some missing
assignments. I looked over the



11/11/13

tant 4.jpg (640x960)



To: Ed Sheffield >

Hide

From: ICE Johanna (me) Beanblossom >

Re: ????? advice please

April 30, 2013, 12:39 PM

OK I checked his IEP and did not see an accommodation that includes others writing for him. She just called me and is not happy.

Please know that I am not trying to be difficult, just asking for advice on how to handle this circumstance.

Johanna



Silent e words and suffixes

love + age = <u>loved</u>	believe + able = <u>believable</u>	refuse + al = <u>refusal</u>
create + ve = <u>creative</u>	revise + ion = <u>revision</u>	treasure + ure = <u>treasure</u>
continue + out = <u>continuous</u>	confuse + ion = <u>confusion</u>	secure + ty = <u>security</u>
measure + ure = <u>measure</u>	stop + age = <u>stoppage</u>	value + able = <u>valuable</u>
survive + al = <u>survival</u>	harm + ful = <u>harmful</u>	complete + ion = <u>completion</u>
please + ure = <u>pleasure</u>	notice + out = <u>notice</u>	those + ion = <u>those</u>
mature + ity = <u>maturity</u>	ignore + ance = <u>ignorance</u>	

Lesson Generalization: A suffix is a word ending that changes the use of a word. When you add a suffix that begins with a vowel to a word that ends with a silent e, drop the e.

A. Complete the following exercise.

- In the first row, what suffix has been added to base words to form spelling words? age
Write the words: usage storage
- In the second row, what suffix has been added to base words to form spelling words? ive
Write the words: creative persuasive
- In the third row, what suffix has been added to base words to form spelling words? ous
Write the words: continuous ridiculous
- In the fourth row, what suffix has been added to base words to form spelling words? ance
Write the words: insurance importance
- In the fifth row, what suffix has been added to base words to form spelling words? al
Write the words: survival refusal
- In the sixth row, what suffix has been added to base words to form spelling words? ure
Write the words: pleasure literature
- In the seventh row, what suffix has been added to base words to form spelling words? ty
Write the words: maturity security
- In the eighth row, what suffix has been added to base words to form spelling words? able
Write the words: believable valuable
- In the ninth and tenth rows, what suffix has been added to base words to form spelling words?
ion Write the words: completion revision

B. On a separate sheet of paper, use each of the spelling words in an original sentence. Underline the spelling word in each sentence.

This is a listing of all the jobs I have applied for since May 2013. The highlighted jobs are the ones mentioned above.

View	ESE Teacher	Exceptional Student Education K-12	Patterson Elementary School	Certified ESE & Elementary Education K-6	06/07/2013
View	4th Grade Teacher	Elementary Education K-6	Breakfast Point Academy	Certified Elementary Education ESOL Endorsed	06/07/2013
View	ESE Intermediate Teacher	Exceptional Student Education K-12	Springfield Elementary School	Certified Elementary Education & ESE	06/07/2013
View	Intermediate Teacher (2)	Elementary Education K-6	Breakfast Point Academy	Certified Elementary Education	06/07/2013
View	Reading/Language Arts Teacher	Reading K-12	Everitt Middle School	Certified Language Arts 5-9 & Reading Endorsed	06/07/2013
View	Primary Teacher	Elementary Education K-6	Patterson Elementary School	Certified Elementary Education K-6	06/10/2013
View	Primary Teacher	Elementary Education K-6	Cedar Grove Elementary School	Elementary Education K-6	06/17/2013
View	Fourth Grade Teacher	Elementary Education K-6	Southport Elementary School	Elementary Education K-6	06/17/2013
View	Intermediate ESE Teacher	Exceptional Student Education K-12	Deer Point Elementary School	Elem Ed K-6, ESE	06/18/2013
View	Third Grade Teacher (2 positions)	Elementary	Callaway Elementary School	Elementary Education K-6, ESOL	06/19/2013
View	First Grade Teacher	Elementary	Callaway Elementary School	Elementary Education K-6	06/19/2013
View	Kindergarten Teacher	Elementary	Callaway Elementary School	Elementary Education K-6	06/19/2013
View	Elementary Teacher	Elementary Education K-6	Tyndall Elementary School	Certified Elementary Education K-6	06/26/2013
View	Business Education Teacher	Secondary	Bozeman School	Certified Business Education 6-12	06/28/2013
View	ESE Teacher	Exceptional Student Education K-12	Lucille Moore Elementary School	Certified ESE & Elementary Education K-6	06/28/2013
View	Elementary Education Teacher	Elementary Education K-6	Patronis Elementary School	Certified Elementary Education K-6	07/08/2013
View	Elementary Education Teacher	Elementary Education K-6	Oakland Terrace Elementary School	Certified Elementary Education K-6	07/08/2013
View	Second Grade Teacher	Elementary Education K-6	Cherry Street Elementary School	Certified Elementary Education K-6	07/24/2013
View	First Grade Teacher	Elementary Education K-6	Bozeman School	Certified Elementary Education K-6	07/24/2013
View	ESE Teacher - Autism	Exceptional Student Education: Autism Endorsement	Merritt Brown Middle School	Certified ESE, Math, Social Sci 5-9 & Autism Endor	07/24/2013
View	Intervention Teacher	Other	Breakfast Point Academy	Certified Elementary Education	07/24/2013
View	ESE Teacher - P/T	Exceptional Student Education K-12	Breakfast Point Academy	Certified Elementary Education, ESE & ESOL	07/25/2013
View	First Grade Teacher	Elementary Education K-6	Patterson Elementary School	Certified Elementary Education K-6	07/29/2013
View	English Teacher	M/G English 5-9	Mowat Middle School	Certified English - 5-9 or	07/29/2013

Ex 3

JOHANNA BEANBLOSSOM vs. BAY DISTRICT SCHOOLS, BAY COUNTY, FLORIDA
 LT. CASE NO: 13002015CA
 HT. CASE NO: 1D17-980

View	English Teacher	English 6-12	Jinks Middle School	6-12 Certified English 5-9	07/30/2013
View	ESE Teacher	Exceptional Student Education K-12	Northside Elementary School	Certified ESE & Elementary Education K-6	07/31/2013
View	ESE Resource/Intervention Teacher	Exceptional Student Education K-12	Patterson Elementary School	Certified ESE & Elementary Education	07/31/2013
View	Autism Teacher	Exceptional Student Education: Autism Endorsement	Bay High School	Certified ESE, & One high school core subject	08/01/2013
View	Reading Teacher	Reading Endorsement	Bay High School	Certified Reading Endorsed	08/01/2013
View	Fourth Grade Teacher	Elementary Education K-6	Patterson Elementary School	Certified Elementary Education K-6	08/05/2013
View	Second Grade Teacher	Elementary Education K-6	Cedar Grove Elementary School	Certified Elementary Education K-6	08/05/2013
View	Elementary Education Teacher	Elementary Education K-6	Tommy Smith Elementary School	Certified Elementary Education K-6 & ESOL	08/06/2013
View	MTSS Staff Training Specialist	Other	Student Services	Any certification area	08/08/2013
View	ESE Teacher - Inclusion	Exceptional Student Education K-12	Lynn Haven Elementary School	Certified ESE & Elementary Education K-6	08/09/2013
View	Kindergarten Teacher	Elementary Education K-6	Lynn Haven Elementary School	Certified Elementary Education K-6, ESOL	08/12/2013
View	Kindergarten Teacher	Elementary Education K-6	Patterson Elementary School	Certified Elementary Education K-6	08/12/2013
View	Business Teacher	Secondary	Bozeman School	Certified Business Education 6-12	08/12/2013
View	Primary Education Teacher	Elementary Education K-6	Tyndall Elementary School	Certified Elementary Education K-6	08/12/2013
View	Reading Teacher	Reading K-12	Bay High School	Certified or Endorsed in Reading K-12	08/15/2013
View	Elementary Education Teacher - 2 positions	Elementary Education K-6	Tommy Smith Elementary School	Certified, Elementary Educ, ESOL & ESE preferred	08/15/2013
View	Primary Teacher	Elementary Education K-6	Northside Elementary School	Certified Elementary Education K-6	08/15/2013
View	ESE Teacher - Autism	Exceptional Student Education: Autism Endorsement	Cedar Grove Elementary School	Certified ESE, Elementary Educ & Autism Endorse	08/16/2013
View	English Teacher	M/G English 5-9	Mowat Middle School	Certified English 5-9, Reading Endorsed	08/16/2013
View	Elementary Education Teacher	Elementary Education K-6	Hutchison Beach Elementary School	Certified Elementary Education K-6, ESOL	08/16/2013
View	ESE Inclusion Teacher	Exceptional Student Education K-12	Lynn Haven Elementary School	Certified ESE, Elementary Education,	08/20/2013
View	Intervention Teacher	Elementary Education K-6	Callaway Elementary School	Certified Elementary Education K-6	08/20/2013
View	Nursing Teacher - P/T	Adult	Haney Technical Center	Certified Nursing - Valid Florida Nursing License	10/28/2013
View	ESE Teacher - Inclusion	Exceptional Student Education K-12	Lynn Haven Elementary School	Certified ESE, Elementary Education	09/05/2013
View	ESE Teacher	Exceptional Student Education K-12	Hiland Park Elementary School	Certified Elementary Education & ESE	09/09/2013
View	Speech Language Therapist	Speech-Language Impaired	ESE	Licensed by State of Florida	09/10/2013

View	Adult Basic Ed/GED Teacher - P/T	Adult	Haney Technical Center	Certified any academic area	09/11/2013
View	Language Arts/Soc Sci Teacher	Middle	Jinks Middle School	Certified English, Soc Sci 6-12, Reading, ESOL	09/27/2013
View	Associate Teacher	Elementary Education K-6	Patterson Elementary School	Certified Elementary Education K-6	09/23/2013
View	Associate Teacher - Primary	Elementary	Deer Point Elementary School	Certified Elementary Education K-6	09/23/2013
View	Math Teacher	M/G Mathematics	Jinks Middle School	Certified Math 6-12, ESOL, ESE & Reading	09/23/2013
View	Associate Teacher	Elementary	Patronis Elementary School	Certified Elementary Education K-6	09/23/2013
View	Elementary Education Teacher	Elementary Education K-6	Hiland Park Elementary School	Certified Elementary Education K-6	09/24/2013
View	Elementary Education Teacher - 2 positions	Elementary Education K-6	Springfield Elementary School	Certified Elementary Education K-6	09/27/2013
View	ESE Resource Teacher	Exceptional Student Education K-12	ESE	Certified in One Exceptionality	09/30/2013
View	Kindergarten Teacher	Elementary Education K-6	Lucille Moore Elementary School	Certified Elementary Education K-6	09/30/2013
View	Kindergarten Teacher	Elementary Education K-6	Parker Elementary School	Certified Elementary Education K-6	10/07/2013
View	ESE Teacher	Exceptional Student Education K-12	Tommy Smith Elementary School	Certified Elementary Education & ESE	10/07/2013
View	Reading Teacher 6-12	Reading K-12	Rosenwald High School	Reading	10/25/2013
View	First Grade Teacher	Elementary Education K-6	Lucille Moore Elementary School	Elementary Education K-6	10/22/2013
View	ESE Teacher	Exceptional Student Education K-12	Breakfast Point Academy	Certified ESE & Elementary Education	10/24/2013
View	ESE Teacher	Exceptional Student Education K-12	St. Andrew School	Certified ESE & Elementary Education K-6	10/24/2013
View	Elementary Education Teacher	Elementary Education K-6	Tyndall Elementary School	Certified Elementary Education K-6 & ESOL	10/29/2013
View	ESE Teacher - Inclusion	Exceptional Student Education K-12	Lynn Haven Elementary School	Certified Elementary Education, ESE & ESOL	11/01/2013
View	Reading/Language Arts Teacher	M/G English 5-9	C C Washington Academy	Certified English 5-9 and Reading Endorsed	11/01/2013
View	Third Grade Teacher	Elementary Education K-6	Breakfast Point Academy	Certified Elementary Education & ESOL	11/07/2013
View	ESE Teacher	Exceptional Student Education K-12	St. Andrew School	Certified Elementary Education & ESE	11/07/2013
View	ESE Teacher	Exceptional Student Education K-12	Bay High School	Certified ESE & Elementary Education	11/18/2013
View	Math Teacher	M/G Mathematics	Everitt Middle School	Certified Math 5-9	11/19/2013
View	Elementary Education Teacher - 1st Grade	Elementary Education K-6	Cherry Street Elementary School	Certified Elementary Education K-6	12/02/2013

Note: There are more results available to view than are shown on this page. Please click one of the links below to view additional results.
[1-100](#) [101-200](#) [201-285](#)

App 6. Deposition
Michalik P 78

App 355

Beanblossom v. Bay District Schools

Sharon Michalik

12/12/2014

Page 78

1 Your witness, Ross.

2
3 CROSS EXAMINATION

4 BY HON. McCLOY:

5 Q. Two little areas. One of the questions that
6 was asked of you, Mrs. Michalik, was whether the application
7 that is currently pending in the front of... I guess in your
8 office for any position by Mrs. Beanblossom accurately
9 reflects her employment history.

10 THE WITNESS:

11 A. It does not.

12 Q. And, you indicated that there was a one prior
13 school instead of perhaps many different schools where she
14 had worked; are there any other accuracies that you can recall
15 right now?

16 A. Any other inaccuracies?

17 Q. Inaccuracies, I'm sorry, yes.

18 A. There's a place where it asks, "Have you ever
19 been terminated or had your Contract ended?", and she has
20 answered, "no".

21 Q. Okay. And, you were asked a question in
22 regards to her chances of perhaps serving as a Substitute
23 Teacher now, would those chances improve if there was not
24 a pending lawsuit against the School Board ?

25 A. I would think so.

Accurate Court Reporters Inc

Sharon M. McAllister

App 7 Dep Michael
P11-14

1 A. And then these are all duplicates that have been
2 made. This is with social security and ID numbers copied
3 and blacked out. The yellow card, that just kind of
4 tracks leave. A salary, which has been closed out for
5 when she left our employment, an appraisal from '11-'12.

6 Q. Appraisal, her performance evaluation?

7 A. Yep.

8 Q. Okay. Let's leave that out.

9 A. And then benefit statement and then the contract
10 termination letter.

11 Q. Okay. When was the last time you looked at
12 Ms. Beanblossom's personnel records prior to today?

13 A. Friday afternoon.

14 Q. And the time before that?

15 A. Maybe the day before the last deposition.

16 Q. About a year ago, because it was just before
17 your trip.

18 A. Yeah.

19 Q. So you reviewed her personnel records last
20 Friday, like, just prior to this weekend?

21 A. Yes.

22 Q. Did you see in that personnel records a lawsuit
23 when you looked on Friday? Was there a copy of the
24 lawsuit there?

25 A. One second. You talking about the lawsuit that

1 she filed? Yes.

2 Q. And why isn't it in her personnel records this
3 morning?

4 A. Actually, because I was going to ask Mr. McCloy
5 about that, because I wasn't sure that it should be in
6 there. So I had a question about that sitting on my desk
7 to ask him.

8 Q. And where is that copy of the lawsuit?

9 A. It's on my desk right now.

10 Q. Would you mind getting it?

11 A. Sure.

12 MS. SCOON: Let's take a break while she gets
13 it.

14 (A break was taken.)

15 BY MS. SCOON:

16 Q. You said that you weren't sure it should have
17 been?

18 A. Yeah, I don't think it should have gone in the
19 personnel file.

20 Q. Do you know how it got there?

21 A. I don't.

22 Q. You did not place it there?

23 A. I didn't.

24 Q. Is there a rule or regulation that states what
25 should be in the personnel record?

1 A. Well, there are Florida Statutes that state what
2 should be in a personnel record. I am not sure off the
3 top of my head what it states regarding a lawsuit. I was
4 just surprised when I saw it in there and I set it aside
5 to talk to Ross.

6 MR. MCCLOY: And obviously we haven't.

7 A. No. I just saw you.

8 Q. Okay. Have you ever seen any other cases where
9 an employee has filed a lawsuit and it was placed in
10 their file that you are aware of?

11 A. You know, we have several different lawsuits
12 going on, and I couldn't tell you. That's why I made a
13 note to ask him. I don't know. And if I don't know, I'm
14 going to ask.

15 Q. Right. I understand you didn't think it was
16 appropriate and you don't know how it got there. That's
17 the two things you have said, right?

18 A. What I am saying, I don't know if there are
19 other cases where it's in there or not. That's why I
20 needed to ask him.

21 Q. Right. Well, you are answering my question in a
22 roundabout way. I am asking you are you aware -- it's a
23 yes or no, of any other cases where you saw a lawsuit
24 that the person had brought in their personnel file.

25 A. I don't remember. I look at all sorts of files.

1 That's what I'm telling you.

2 Q. So you don't remember any other instances?

3 A. I don't remember. I don't remember if I have or
4 I haven't. I don't remember. I look at so many
5 personnel files. I can't tell you.

6 Q. Okay. You are answering a different question
7 than what I'm actually asking you. If you listen really
8 carefully, I am not asking you objectively has there been
9 another situation, then your answer would be correct,
10 what you just offered me, because I would be trying to
11 tie you down, is it a fact or not, and I am not asking
12 that question.

13 A. Okay.

14 Q. I am simply asking do you remember, sitting here
15 right now, of any other instance where the person had
16 brought a lawsuit and the lawsuit had been placed in
17 their personnel records; do you remember that? It's a
18 yes or no.

19 A. No, I don't remember that.

20 Q. Thank you. Who else, since you are custodian of
21 the records, who else has access to place anything in the
22 records other than yourself?

23 A. The people who work in human resources.

24 Q. Your staff?

25 A. My staff, yes.

App 8. Response to
Motion for Summary Judgment

Filing # 47960490 E-Filed 10/21/2016 05:42:59 PM

App 683

IN THE CIRCUIT COURT FOR THE FOURTEENTH
JUDICIAL CIRCUIT BAY COUNTY, FLORIDA, CIVIL
DIVISION

Johanna Beanblossom,
Plaintiff

Case No: 13-002015CA
Jury Trial
Demand

Bay District Schools, Bay County, Florida,
Defendant.

RESPONSE TO MOTION FOR SUMMARY JUDGMENT

Comes now the Plaintiff and states that Defendant's Motion for Summary Judgment should be denied and Plaintiff would show:

1. Claims against governmental entities for negligent hiring or retention are not subject to sovereign immunity protections. See Slonin vs City of West Palm Beach 896 So 2d 882 (4thDCA 2005). Rehearing denied by Slonin v. City of W. Palm Beach, 2005 Fla. App. LEXIS 4179 (Fla. Dist. Ct. App. 4th Dist. Mar. 2, 2005), Gonzales vs Sherrif of Broward County, 2015 U.S. Dist. LEXIS 31079. Stay for case granted (to allow criminal proceeding to be completed as it was intertwined with civil law claims) Gonzalez v. Israel, 2015 U.S. Dist. LEXIS 89163 (S.D. Fla. July 8, 2015)¹
2. Furthermore, the school board's negligent supervision and retention of principal Sheffield amounted to a violation of the constitutional right of Plaintiff pursuant to 42 USC 1983 as the negligent retention of

¹ Plaintiff relies upon all of the record evidence and Plaintiff's Statement of Disputed Facts previously filed by the Plaintiff and relies upon all other documents and evidence previously filed in court on this matter by either party, in addition to materials attached hereto.

Principal Sheffield in the face of the multiple complaints of Plaintiff and others prior to Plaintiff's complaints amounted to a pattern and practice or policy of depriving Plaintiff and others similarly situated to her of the protection owed to her by the principal and the school board. Such actions do not require a FS 768 notice. Plaintiff seeks leave to amend her pleadings to specifically allege a 42 USC 1983 violation.

3. Gonzales held:

Any person acting under color of state law who violates a constitutional right of another is liable for the injured party's losses. 42 U.S.C. § 1983. "Section 1983 provides a fault-based analysis for imposing municipal liability; therefore, plaintiffs must establish that the city was the person who caused them to be subjected to their deprivation." Depew v. City of St. Marys, Ga., 787 F.2d 1496, 1499 (11th Cir. 1986). "[W]hen execution of a government's policy or custom, whether made by its lawmakers or by those whose edicts or acts may fairly be said to represent official policy, inflicts the injury th[en] the government as an entity is responsible under § 1983." Monell v. Dep't of Soc. Servs. of City of New York, 436 U.S. 658, 694, 98 S. Ct. 2018, 56 L. Ed. 2d 611 (1978). "A plaintiff . . . has two methods by which to establish a [municipal actor's] policy: identify either (1) an officially promulgated [] policy or (2) an unofficial custom or practice of the county shown through the repeated acts of a final policymaker for the [municipal actor]." Grech v. Clayton Cnty., Ga., 335 F.3d 1326, 1329 (11th Cir. 2003). "To establish a policy or custom, it is generally necessary to show a persistent and wide-spread practice[; h]owever, [*32] the custom need not receive formal approval." Depew, 787 F.2d at 1499; see also Smith v. Mercer, 572 F. App'x 676, 679 (11th Cir. 2014) ("A plaintiff must identify a 'consistent and widespread practice' of constitutional

deprivations to prove local government liability for an unofficial custom."); *Carter v. Columbus Consol. Gov't*, 559 F. App'x 880, 881 (11th Cir. 2014) ("the challenged practice or custom must be 'so pervasive as to be the functional equivalent of a formal policy'" (quoting *Grech*, 335 F.3d at 1330 n. 6)).

"In addition, . . . a municipality's failure to correct the constitutionally offensive actions of its employees can rise to the level of a custom or policy 'if the municipality tacitly authorizes these actions or displays deliberate indifference' towards the misconduct." *Griffin v. City of Opa-Locka*, 261 F.3d 1295, 1308 (11th Cir. 2001) (citing *Brooks v. Scheib*, 813 F.2d 1191, 1193 (11th Cir. 1987)); *Canton v. Harris*, 489 U.S. 378, 388, 109 S. Ct. 1197, 103 L. Ed. 2d 412 (1989) (rejecting city's argument that municipal liability can be imposed only where the challenged policy itself is unconstitutional, and finding that "there are limited circumstances in which an allegation of a 'failure to train' can be the basis for liability under § 1983"). That is, "a Section 1983 claim for inadequate training exists only where the failure to train amounts to deliberate indifference to the rights of persons with whom the police come into contact." *Riley v. Newton*, 94 F.3d 632, 638 (11th Cir. 1996) (quotation omitted); see also *Canton*, 489 U.S. at 389 ("Only where a municipality's failure to train its employees in a relevant respect evidences [*33] a 'deliberate indifference' to the rights of its inhabitants can such a shortcoming be properly thought of as a city 'policy or custom' that is actionable under § 1983."); *Gold v. City of Miami*, 151 F.3d 1346, 1350-51 (11th Cir. 1998) ("[A]n allegation of failure to train or supervise can be the basis for liability under § 1983 . . . only where the municipality inadequately trains or supervises its employees, this failure to train or supervise is a city policy, and that city policy causes the employees to violate a citizen's constitutional rights."). *Gonzales* at p 31.

4. In the present case, the Human Resources Officer, Ms Mc halick testified to a complete lack of an investigation done on her part before terminating, Plaintiff, a teacher with an outstanding ten year record of good duty performance. She testified that she never looked into any allegations of wrongdoing for any probationary teachers even though it were possible that the allegations against a teacher could be false or misleading. The H.R. Officer also testified that statements made by the accusing principal, Mr Sheffield, this case were false in that the principal had not presented Ms.Mchalic with any written statements by students or parents before they decided to terminate the Plaintiff although the principal made several written statements to the contrary. Furthermore, testimony of the paraprofessionals involved in the case and the parents of the students who Mr. Sheffield said made statements against Plaintiff before he decided to terminate her all stated that they had not made allegations against Ms Beanblossom to Mr. Sheffield until after Ms. Beanblossom was no longer working at the school, after her last day of work which was 23 May 2013. It is clear that Mr. Sheffield intentionally made false statements against Ms Beanblossom saying that he relied on statements from others to terminate her when all of the communications and statements occurred after Ms. Beanblossom was told to leave the employ of the school on 23 May 2013. Plaintiff contends that the defendant's knowing reliance on false statements of Mr. Sheffield that are contradicted by all witnesses including the H.R. director herself show a flagrant indifference to Plaintiff's due process rights and show a pattern and policy that violates 42 Us 1983 and is a deprivation of constitutional right

5. In essence, the Human Resources director knowingly continued to allow the Principal to make false statements against the Plaintiff that were used in this litigation after she learned in December 2014 that such statements were false. The latest false statement of the principal was filed in January 2015 after the Human Resources Director knew that the

principal was being untruthful in stating that he had based his decision to terminate Plaintiff after giving the HR director written statements from students and parents and para-professionals that he actually received after the discontinued Plaintiff's service. Such actions on the part of the Human Resources Director and Mr Sheffield acting for the School district, violate the fundamental due process rights of the Plaintiff and reflect a level of indifference and practice and policy that violates 42 US 1983.

6. In addition, Plaintiff need not have provided Notice to the Division of Risk management because the Defendant had issued a case against Plaintiff seeking damages as reflected by the attached claim from the Reemployment agency on November 2013. (Exhibit 1) and therefore Plaintiff was entitled to bring suit without notice pursuant F.S. 768. 28 provides that an exception to a notice requirement is found under FS 768.14. It states that "The provisions of this subsection do not apply to such claims as may be asserted by counterclaim pursuant to s. 768.14." F. S. 768.14 states:

768.14 Suit by state; waiver of sovereign immunity.—Suit by the state or any of its agencies or subdivisions to recover damages in tort shall constitute a waiver of sovereign immunity from liability and suit for damages in tort to the extent of permitting the defendant to counterclaim for damages resulting from the same transaction or occurrence.

7. Plaintiff also alleges that Defendant has knowingly made and publicized statements against Plaintiff that are defamatory and untrue due to Defendant's negligent retention of Defendant's agent, Ed Sheffield. Defendant placed in the record of this litigation several affidavits that were untrue, the last one submitted to this court by defendant's counsel and Human resources office on or about January 2015, one by Ed Sheffield wherein Mr. Sheffield made statements that several students and their parents complained to him about Plaintiff arranging students in class by race before he recommended her termination and directed her not to return to work. Mr. Sheffield falsely

stated that the reason that he recommended these terminations was due to these written statements of the parents and the students and the para professionals that he had in hand and shared with the HR director when the record shows that he dismissed Plaintiff from work on or about 23 May 2013 and the statements from the students and paraprofessionals were obtained several weeks and months later. Furthermore, Ms Machalic, the H.R. director testified that Mr. Sheffield gave her no written statements from any teachers paraprofessional, students or parents before she met with plaintiff and asked her to resign.

8. The record clearly shows that Mr. Sheffield had not received these complaints from the students or the parents prior to May 23rd as he stated several times and thus these alleged statements could not be true. The defendant was well aware of these falsehoods and still placed them in the records knowingly in January 2015 after learning that Mr. Sheffield's statements were false as reflected in Ms Mahalic's 2014 and Ms Candie Smith's 2014 deposition where she stated that she did not speak to Mr. Sheffield about complaints about Ms Beanblossom until after Ms. Beanblossom was no longer employed at the school, after 23 May 2013. Mr. Sheffield's false statements are also reflected and admitted to by Defendant and in Defendant's Response to Plaintiff's Production request 22 and 24.
9. Plaintiff contends that the prosecution of Defendant's case in the face of the multiple and clearly false statements of the main witness, Mr. Sheffield, is shocking and defaming, and outrageous, and merits court intervention to prevent fraud upon the court.
10. Mr. Sheffield also continued to make false statements to the department of Education when he said that he relied on statements from parents and students about placing students in class by race when he sent his false affidavit to the department of education. this constituted tortious interference with a business relationship and Plaintiff seeks leave to amend her complaint to assert this claim more directly.

11. Finally, Plaintiff should not be required to provide notice in this instance as the Division of Risk management stated to the undersigned that such notice was not required for school boards and Plaintiff's counsel reasonably relied to plaintiff's detriment upon that statement. This is reflected in Plaintiff's answer to defendant's interrogatories.
12. In the alternative, if this honorable court finds that Plaintiff is obligated to file notice with the Division of Risk management, plaintiff will do so with regards to claims of tortious interference with a business relationship, and defamation which stand on their own and are a part of the harm caused by negligent retention, and Plaintiff will file notice with the Department of Risk Management with regards to claims of violation of her first amendment rights and due to violations of due process under color of state law that reflect such indifference to fundamental fairness that 42 US 1983 has been violated. Gonzalez.

WHEREFORE, Plaintiff prayerfully requests this honorable court to deny Defendant's motion for summary judgment.

Cecile M. Scoon/s/
Cecile M. Scoon, Esq.
Peters & Scoon

FL Bar # 834556
25 East 8th Street
Panama City, FL 32401
Phone: (850) 769-7825
Fax: (850) 215-0963

CERTIFICATE OF SERVICE

Plaintiff's counsel certifies that she has served a copy of this Response to Defendant's Amended Motion for Summary Judgment on Defendant's Counsel, Ross McCloy, Esq. and Heather Hudson, Esq. at Harrison Sale and McCloy and their assistants by the court digital efile system on 21 October 2016.

Cecile M. Scoon/s/
Cecile M. Scoon, Esq.

App 9. Motion for leave
to Amend

App R 698-739

JOHANNA BEANBLOSSOM vs. BAY DISTRICT SCHOOLS, BAY COUNTY, FLORIDA
LT. CASE NO: 13002015CA
HT. CASE NO: 1D17-980

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Filing # 48612301 E-Filed 11/07/2016 11:34:36 PM

IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT
IN AND FOR BAY COUNTY FLORIDA

JOHANNA BEANBLOSSOM

PLAINTIFF

CASE NO.13-002015-CA

VS

THE SCHOOL BOARD OF BAY COUNTY,
FLORIDA, DEFENDANT

Motion to Amend Complaint

Comes now the Plaintiff, pursuant to FRCP 1.190 and prayerfully request this Honorable court allow her to amend her pleadings to include some additional causes of action primarily based upon the same factual allegations as made in the initial complaint.

The allowance of amendments is generally liberally granted and will facilitate an efficient disposition of Plaintiff's many claims against the Defendant. A copy of the Proposed Amended Complaint is attached.

Cecile M. Scoon/s/

Cecile M. Scoon, Esq.

Peters & Scoon Attorneys

25 East 8th St, Panama City

Florida, 32401

Bar No. 834556

Ph 850-769-7825

Fax 860-215-0963

CERTIFICATE OF SERVICE

Comes now the Plaintiff 's counsel and certifies that she has filed this Motion by Florida court e-file and thus the Attorneys for the Defendant, Ross McCloy, Esq. and Heather Hudson, Esq. at Harrison Sale McCloy and their assistants, were also served this 7th day of November 2016.

Cecile M. Scoon/s/

Cecile M. Scoon, Esq.

IN THE CIRCUIT COURT FOR THE FOURTEENTH
JUDICIAL CIRCUIT BAY COUNTY,
FLORIDA, CIVIL DIVISION

Johanna Beanblossom,

Plaintiff

v.

Case No. 13-002015CA

**School Board of Bay County, Florida,
and William Husfelt in his official
capacity as Superintendent of the
School Board of Bay County**

Jury Trial Demand

Defendants.

PROPOSED AMENDED COMPLAINT

Comes now Johanna Beanblossom, Plaintiff, by and through
Cecile M. Scoon, her undersigned attorney, and for her cause of
action against Defendant, School Board of Bay County, Florida,
(hereinafter referred to as BCSB), alleges as follows:

**GENERAL ALLEGATIONS OF
JURISDICTION AND VENUE COMMON
TO ALL COUNTS**

1. This action is for damages greater than \$15,000.00, injunctive
relief and attorney fees and costs.

2. The allegations asserted in this complaint arose in the above named district.

3. Plaintiff, Johanna Beanblossom is an employee of a state governmental entity and as such was a member of a group protected from retaliation under Florida Statutes Chapter 112.00 et seq.

4. This Court has jurisdiction of these claims pursuant to F. S. 112.00 et seq.

5. At all times relevant to this Complaint the Defendant has been organized and existing under the laws of the State of Florida and has therefore been an employer within the meaning of the definition of employer under F.S. 120 et seq.

6. Plaintiff is sui juris. Plaintiff is an adult and a citizen of the United States and was a resident of the County of Bay, State of Florida, during all times pertinent to this lawsuit.

7. Plaintiff is an employee as defined by the F. S. 112.00 et seq. and was employed in Bay County, Florida, by the BCSB and all actions and omissions of employment and all the employment records relevant to this action are or were maintained in Bay County, Florida.

8. At all times herein mentioned, the Defendant acted by and through its duly authorized servants, agents, and employees such as Defendant's

management and supervisors, who were acting within the scope of their employment.

9. All conditions precedent, if any, have been met.

COUNT I WHISTLEBLOWER
FLORIDA STATUTES CHAPTER 112

10. Plaintiff incorporates by reference and re-alleges the general jurisdictional allegations in paragraphs 1 through 9, as if fully stated herein.

11. Plaintiff had an exceptional teaching record prior to the retaliation experienced by plaintiff from BCSB.

12. Plaintiff had no negative evaluations prior to the time of retaliation.

13. Plaintiff worked at Mowat Middle School from December 2012 to May 23, 2013.

14. Mr. Ed Sheffield was the principal of Mowat Middle School during that timeframe.

15. Mrs. Beanblossom replaced a teacher who left the employment of Mowat Middle School under duress from Mr. Ed Sheffield.

16. Mrs. Beanblossom was assigned to teach exceptional students

and regular education students.

17. Mrs. Beanblossom learned that disciplinary write-ups by teachers on the behavior of their students would not be supported against the students.

18. Mowat Middle School's administrators' failure to follow-up, discipline or act upon dangerous behaviors of the students, left the teachers and students vulnerable and subject to angry outbursts by children who were not being properly disciplined and by parents too confused to accept that the children could do anything wrong.

19. Mrs. Beanblossom wrote up several of the students for behavioral problems such as threatening teachers and students, striking teachers, bullying, cheating, being loud and rude in front of the classroom.

20. Mrs. Beanblossom submitted these write ups to her administrators on a timely fashion pursuant to the Bay District School's written Policy against bullying.

21. The administrators frequently either tore up the write ups by Mrs. Beanblossom or took no action against the misbehaving students.

22. Furthermore, administrators did not take action against parents who threatened and harassed Mrs. Deanblossom.

23. Mrs. Beanblossom observed that several of the teachers, students and some of the paraprofessionals were being unduly threatened by students who were not disciplined.

24. Mrs. Beanblossom wrote a letter complaining of that administrators failed to protect teachers, students and paraprofessionals even after reports of bullying had been made and the administrators had failed to enforce the rules for misconduct and bad behavior. A copy of the letter is attached and incorporated herein as Exhibit I.

25 Mrs. Beanblossom also wrote to her principal, Mr. Ed Sheffield, to complain about another teacher who was essentially writing the answers for a student. A copy of that written notice and the school paper with the teacher's written answers s attached and incorporated herein

as Exhibit 2.

26 Mrs. Beanblossom made complaints in writing to her principal about safety issues and the failure of the administrators to secure the safety of the students, paraprofessionals, teachers and the public in violation of Florida Statute 112.

27. Mrs. Beanblossom also raised concerns about the possible

unethical behaviors of teachers at Mowat Middle School when she made her written complaint.

28. On or about May 23, 2013, Mr. Ed Sheffield told Mrs. Beanblossom that she must resign.

29. Mr. Ed Sheffield told Mrs. Beanblossom that she must resign in retaliation for Mrs. Beanblossom's reporting that the administrative write ups were not being processed properly and students were not being properly disciplined for bullying, fighting, physically threatening the paraprofessionals, teachers, students and creating havoc in the classroom.

30. Mrs. Beanblossom refused to resign.

31. In response, Mr. Sheffield tried to terminate Mrs. Beanblossom without explanation on May 23, 2013 and without properly submitting a Request for Approval to Terminate to the Bay County School Board prior to trying to terminate Mrs. Beanblossom.

32. In May 2013, in retaliation for Mrs. Beanblossom's reporting substantial threats to the welfare of the students, teachers, paraprofessionals and the public by unruly students and for reporting the unethical violation of a teacher filling out the answers on a test for a student, Mr. Sheffield wrote a letter of complaint against Mrs. Beanblossom

33 In retaliation for Mrs. Beanblossom's reporting substantial threats to the welfare of the students, teachers, paraprofessionals and the public by unruly students and for reporting the unethical violation of a teacher filling out the answers on a test for a student, the BCSB terminated Mrs. Beanblossom on or about June 25, 2013.

34. In retaliation for Mrs. Beanblossom's reporting substantial threats to the welfare of the students, teachers, paraprofessionals and the public by unruly students and for reporting the unethical violation of a teacher filling out the answers on a test for a student, the BCSB filed a complaint against Ms. Beanblossom license with the Department of Education. The complaint was resolved in October 2014 and Plaintiff's reputation was damaged until that time.

35. In retaliation for Ms. Beanblossom's reporting the bullying of a child and the failure of the administrators to take any corrective action, in January 2015, Bay District Schools placed a false affidavit, that they knew or should have known was false, in the court records and making false statements about her to others.

36. Mrs. Beanblossom learned about the Complaint against her teacher's license on or about 18 June 2013.

37. Mrs. Beanblossom has applied for over sixty jobs at the district that she was either qualified for or was the most qualified for the position, yet she was not hired in retaliation for Mrs. Beanblossom's reporting substantial threats to the welfare of the students, teachers, paraprofessionals and the public by unruly students and for reporting the unethical violation of a teacher filling out the answers on a test for a student. A copy of the list of jobs is attached as Exhibit 3.

38. Plaintiff has been denied employment by Bay District Schools due to her filing a lawsuit as stated by the Human Resources manager, that Plaintiff's chance of obtaining re-employment by Bay District Schools would be increased if the lawsuit were dismissed .

39. Plaintiff reported and disclosed in writing to her principal and other high level administrators, violations of state rules, government regulations or laws.

40. Plaintiff reported malfeasance, misfeasance, safety problems and failure to protect teachers and students and other acts specifically outlined in § 112.3187(5), et seq., Florida Statutes.

41. As a result of such disclosure, Plaintiff has been retaliated against and has suffered financially and monetarily due to the retaliatory termination on June 25th, 2013, the complaint against her license, and the failure to

hire.

40.. Plaintiff has had to incur attorneys and costs in bringing this action and the Defendant should be held liable for same and be ordered to reimburse Plaintiff for said costs.

41. Plaintiff contends that she can prove all of the elements of the claim, which are:

a) she was engaged in activity protected by the Whistle-Blower's Act;

b) She was subjected to treatment that was materially adverse;
and

c) There was a causal link between the protected activity and the adverse employment action.

42.. The Plaintiff met all of the qualifications of a Whistleblower's case as follows:

a) she reported to an appropriate agency violations of law on the part of a public employer or independent contractor that created a substantial and specific danger to the public's health, safety, or welfare; and/or;

b) she disclosed information to an appropriate agency alleging improper use of governmental office, or any other abuse or gross neglect of duty on the part of an agency,

public officer, or employee;

c.) she reported and disclosed violations of state rules, regulations and laws to a person who had the authority to investigate, police, manager, and otherwise remedy the violations of rules, regulations, and laws reported by Plaintiff. Plaintiff reported malfeasance, misfeasance, and other acts specifically outlined in §112.3187(5), et seq. Florida Statutes.

43. Plaintiff maintains that the actions of Bay County School Board, through its agents and employees, affected her employment adversely, and that the county took these action, at least in part, in retaliation against her for her "whistle-blowing" activities.

44. Mrs Beanhlossom has had to hire the undersigned attorney and pay her a reasonable fee and to incur costs of litigation for which Defendant should be held liable.

WHEREFORE, the Plaintiff prays for the following relief:

- a. lost wages, benefits and Return her to teach for BCSB in a safe and appropriate environment.
- b. Removal and/or repudiation of all negative reports, evaluations, warnings written by Sheffield or other BCSB employee against Plaintiff.
- c. Future evaluations of Plaintiff to be performed by an administrator with knowledge and experience of ESE.
- d. Reimbursement of medical costs incurred by Plaintiff due to the stress and anxiety brought upon her by the actions of Mr. Sheffield and Mr. Husfelt.
- e. Withdrawal of all complaints against Mrs. Beanblossom filed by BCSB or its agents.
- f. Award to Plaintiffs attorney, Cecile M. Scoon, Esquire, a reasonable attorney's fee and costs of the bringing this cause of action..
- g. Award and grant such other relief to which in equity the Plaintiff may be entitled.

COUNT II
NEGLIGENT RETENTION

45. Plaintiff incorporates by reference and re-alleges the general

jurisdictional allegations in paragraphs 1 through 9, as if fully stated herein.

46. Mr. Husfelt was well aware of Mr. Sheffield's propensity to bully some of his teachers as these teachers had complained directly to Mr. Husfelt or to his designated agents, but no corrective action was taken.

47. Mr. Husfelt and the Bay District Schools had a duty to protect its employees from the harmful actions of its other employees once the Bay District Schools or its agents were informed of the dangerous threatening actions of its agent.

48. Mr. Husfelt and the Bay District Schools had a heightened duty to protect its employees from the harmful actions of its top level managers, like principals, once the Bay District Schools or its agents were informed of the dangerous threatening actions of its high level managers

as the high level employees have inordinate power and control over the wellbeing of their many vulnerable subordinates.

49. Defendant, BCSB, had a duty to the Plaintiff and the other employees to thoroughly, independently, and immediately investigate the allegations of inappropriate actions of employees.

SO. Defendant, BCSB, failed to protect its employees from unlawful

assault and battery while at work.

51. Defendant, BCSB, breached its duty to Plaintiff, and the other employees.

52 . Mr. Husfelt and the Bay District Schools failed to properly supervise one its principals, Mr. Ed Sheffield, even though they were placed on notice by many employees who made complaints that Mr. Sheffield made hostile comments, bullied employees, threatened employees' jobs, spoke harshly to them, wrote them up unfairly, unfairly reported their licenses to the Department of Education, created a hostile working environment, and failed to support teachers against misbehaving and threatening students so that people would quit, and publicly humiliated them, changed their job duties in an adverse manner, and other threatening and harmful acts.

53. The Bay District Schools and Mr. Husfelt have taken no appropriate corrective action against Mr. Sheffield to date after they were notified of Mr. Sheffield's harmful actions.

54. This left the employees in Mr. Sheffield's chain of command vulnerable to Mr. Sheffield's misdeeds and threatening bullying actions.

55. Due to Mr. Husfelt's and the Bay District Schools' failure to act and supervise and discipline Mr. Sheffield, Mr. Sheffield was left in place to

threaten and bully Ms Beanblossom and place false statements against Ms Beanblossom in January 2015 that negatively affected Ms. Beanblossom's property interest in her employment and negatively affected her reputation.

56. Ms. Beanblossom has been harmed by Mr. Sheffield who left Ms. Beanblossom, without an appropriate defense to angry, physically threatening, misbehaving students.

57. Ms. Beanblossom has been assaulted and placed in real fear of physical harm when Mr. Sheffield failed to properly process disciplinary write ups against Students written by Ms Beanblossom.

58. Ms. Beanblossom's educator's license has been threatened by unfounded allegations of Mr. Sheffield. and Ms. Beanblossom's reputation has been harmed by Mr. Sheffield continuing to make false statements against her.

59. The failure of Defendant, BCSB, to seriously investigate and discipline Mr. Sheffield for the allegations made by the Plaintiff and other employees showed their disregard of serious allegations against Defendant, and was the basis of Defendant, BCSB's, failure to adequately discipline or supervise its employees.

60. Had Defendant, BCSB, done a reasonable and appropriate

investigation of the allegations against employees, Defendant, BCSB, would have discovered more than an adequate basis to increase supervision over, suspend, and or terminate Defendant's employee, Mr. Sheffield.

61. Defendant, BCSB's continuing failure to adequately investigate, discipline, supervise and terminate Defendant's principal, Mr. Ed Sheffield, caused direct harm to Plaintiff and the other employees as Mr. Sheffield, was left unhindered to threaten Plaintiff's job, her reputation, and allow students to physically threaten her.

62. Defendant, BCSW's continued negligent retention and supervision and failure to discipline Defendant's employee, Mr. Sheffield, in light of the allegations against the Mr. Sheffield, was a breach of Defendant BCSB's duty to Plaintiff and its duty to all of its employees and is a basis for liability pursuant to 42 USC 1983 as the Defendant's failure to supervise and discipline and train Mr. Sheffield left him free to harm the First Amendment Rights of Plaintiff.

63. Last week Plaintiff filed Notice of her Intent to file a lawsuit with The Florida Division of Risk Management and the Bay

District Schools in compliance with F.S. 768.

64. Mrs Beanblossom has had to hire the undersigned attorney and pay her a reasonable fee and to incur costs of litigation for which Defendant should be held liable.

WHEREFORE, Plaintiff requests compensatory damages, injunctive relief, and attorney's fees and cost against Defendant Bay district Schools. Plaintiff requests a jury trial.

Count III – Negligence.

65. The Plaintiff realleges the paragraphs 1-64 of Counts I and II.

66. The Defendant, Bay District Schools owes Plaintiff the duty of providing her a safe environment in which to work as stated in the Board Policy against Bullying Manual page 9.

67. The Defendant, Bay District Schools owes Plaintiff a duty to prevent its managers from making false statements against Plaintiff as stated in Board Policy against Bullying Manual page 10.

68. Defendant Bay District Schools owes Plaintiff a duty to not knowingly use false statements by one of its managers against Plaintiff as stated in as stated in Board Policy against Bullying Manual page 10.

69. Defendant's Human Resources Vice President stated that honesty was an essential characteristic of its principals and top level managers.

70. Defendant's own handbook on Bullying states that it will not tolerate bullying by any of its employees against each other

71. Defendant owed a duty to protect Plaintiff from false statements made by one of its managers.

72. Defendant owed Plaintiff a special duty of care not to knowingly use false statements against her by a managing agent or principal.

73. Defendant breached that duty of care when it learned in December 2014 through deposition of the Human Resources Director that sworn affidavits of its Principal, Ed Sheffield, made against Plaintiff Beanblossom were false.

74. Principal Sheffield stated under oath that he obtained several written statements from students, parents, and paraprofessionals and against Plaintiff Beanblossom and presented these written statements to Defendant's Human Resources director before he asked Plaintiff to leave her place of employment and never return.

75. The Defendant's Human Resources director testified that the principal presented her with no written statements before she went with the principal and asked Plaintiff to leave her place of employment.

76. At the 14 December 2014 deposition, the HR director learned that all of the written statements against the Plaintiff were obtained a week to two weeks after the plaintiff was directed to leave her employment at Mowat Middle school.

77. Principal Ed Sheffield stated under oath and in a letter to the Department of Education that he had spoken to two paraprofessionals about allegations made by the students and parents and they confirmed the statements against Plaintiff before he told plaintiff to leave the employment of Mowat Middle school.

78. Two para-professionals referred to by Mr. Sheffield, testified that they had not spoken to Mr. Sheffield at all about Plaintiff and had never given him a written statement and one stated that she never told the principal that Plaintiff placed the students in their class by race.

79. Principal Sheffield stated in his letter that two Black parents told him that they would go to the media with claims of racism about Plaintiff.

80. One of the Black parents referred to by Mr. Sheffield testified that she never told the principal that she would go to the press with allegations of racism against the Ms. Beanblossom.

81. After the 14 December 2014 depositions of the para professionals and the parent, and after looking at the dates of the written statements of the students and the paraprofessionals, it was clear that Principal Sheffield was making many false statements against Plaintiff. Defendant knew or should have known that

Sheffield's statements were false

82. Instead of disciplining Principal Sheffield for making false statements against the Plaintiff, the Defendant placed another false affidavit by Principal Sheffield in the court record wherein Principal Sheffield again stated that he had spoken to two parents and students who made statements against Plaintiff before he asked her to leave the school. The depositions indicate that some of these statements never took place at all and the statements of the students occurred after Mr. Sheffield directed Plaintiff to leave the employment at Mowat Middle school.

83. The school Board had a duty to have the Human Resources Director do an investigation into the complaints allegedly made by a student against the Plaintiff as stated in Board Policy against Bullying Manual page 8 and School Board Policy 2.111.

84. The Board Policy against Bullying Manual page 14 states that a thorough investigation must be done where statements are taken from the alleged perpetrator and any witnesses and that all facts and surrounding circumstances need to be considered before a determination could be made.

85. Both Mr. Sheffield and the Human Resources Director both stated under oath that they asked plaintiff no questions about the allegations against her before she was told to leave the employ of Mowat school.

86. The school Board had a duty to hear Plaintiff's side of the story before any determination was made to affect her employment.

87. The school Board had a duty to do a full investigation and to disregard Mr. Sheffield's statement against Plaintiff when they saw that Mr. Sheffield had been untruthful on many material issues. This investigation has still not been done and is a continuing breach of Defendant's duty to Plaintiff.

88. Bay District Schools had a duty to not retaliate against Plaintiff after she made statements that student was being bullied as stated in Board Policy against Bullying Manual page 10-11.

89. Bay District Schools breached that duty not to retaliate when it placed Mr. Sheffield's January 2015 false statement in the court record.

90. Bay District Schools breached that duty not to retaliate when it refused to hire Plaintiff for numerous jobs from 2013-2015 that she applied to when she was well qualified for the work.

91. Plaintiff has been harmed by defendant's negligence and failure to meet its duty to Plaintiff in that false statements have been made against her and placed in the court records, employment has been denied to her, she has been retaliated against in many other ways that has caused her harm.

92. Plaintiff is entitled to lost wages and pain and suffering damages and attorneys fees and costs for the negligent breach of duty to Plaintiff

WHEREFORE, Plaintiff requests compensatory damages, injunctive relief, and attorney's fees and cost against Defendant Bay district Schools. Plaintiff requests a jury trial.

Count IV
Retaliation in violation of First Amendment

93. Plaintiff realleges paragraphs 1-92 as is fully stated herein.

94. This is an action for damages and injunctive relief, brought pursuant to 42 U.S.C. 1983, which authorizes actions to redress the deprivation, under color or state law, of rights, privileges, and immunities secured to Plaintiff by the

Constitution and laws of the United States, and to 42 U.S.C. ' 1988, which authorizes the award of attorney's fees and costs to prevailing plaintiffs in actions brought pursuant to 42 U.S.C. 1983. Demand is made herein for an amount in excess of Fifteen Thousand Dollars (\$15,000). Declaratory, injunctive, legal, and equitable relief are sought pursuant to the laws set forth above together with attorney's fees, costs, and damages.

95. Defendant had a practice or policy of failing to properly investigate allegations of bullying of students and teachers .

96. This count sets forth a claim for the violation of Plaintiff's First Amendment rights, applicable against states and their subdivisions through the Fourteenth Amendment, and brought pursuant to 42. U.S.C. 1983.

97. Plaintiff is entitled to First Amendment protection of her rights to freedom of speech and expression in that she made statements as a citizen on matters of public concern, and was the victim or retaliation therefore.

98. After engaging in protected speech and expression as related in part above, Plaintiff was the victim of retaliatory discharge as set forth in part above.

99. Defendant Bay District Schools infringed upon Plaintiff's constitutionally protected interests in freedom of speech and expression by effectively discharging her in retaliation for exercising those protected rights and by placing false statements in the court record and refusing to hire Plaintiff although she was qualified.

100. Defendant Husfelt is the final policymaker for the Bay District Schools and constituted the final decision maker in such termination decision, decision to place a false affidavit in the record and to refuse to hire Plaintiff and , thus Defendant Husfelt unconstitutionally retaliated against Plaintiff.

101. This conduct, by itself and through its employees and agents, as described in part above, is the type of retaliatory conduct that would deter a person of ordinary sensibilities from exercising his or her First Amendment rights to speak and express.

102. The actions were taken in violation of Plaintiff's clearly established rights under the First Amendment to the United States Constitution to be free from retaliation motivated by the exercise of her First Amendment rights of speech and expression. The actions and inactions were taken under color of law with the intent to harm Plaintiff.

103. As a direct and proximate result of the actions taken against her Defendants, Plaintiff's employment relationship with Defendant was terminated, a false affidavit was placed in the court record and numerous jobs have been wrongfully denied to the Plaintiff.

104. Plaintiff has suffered economic and other tangible damages. She has also sustained emotional pain and suffering damages, loss of capacity for the

enjoyment of life, and other intangible damages. These losses have occurred in the past, are occurring at present, and are certain to occur into the future.

WHEREFORE, Plaintiff requests compensatory damages, injunctive relief, and attorney's fees and cost against Defendant Bay District Schools. Plaintiff requests a jury trial.

Cecile M. Scoon, Esq. /s/

Cecile M. Scoon, Esq
FL Bar #834556
25 East 8th Street
Panama City, FL 32401
Attorney for Plaintiff
Phone 850-769-7825
Fax 850-215-0963

CERTIFICATE OF SERVICE

Plaintiff's counsel certifies that she has served a copy of this Motion for Leave to Amend with Amended Complaint on Dendant's Counsel, Ross McCloy, Esq. and Heather Hudson, Esq. at Harrison Sale and McCloy and their assistants by the court digital efile system on 7th November 2016.

Cecile M. Scoon/s/
Cecile M. Scoon, Esq.

Mr. Sheffield

2/27/2015

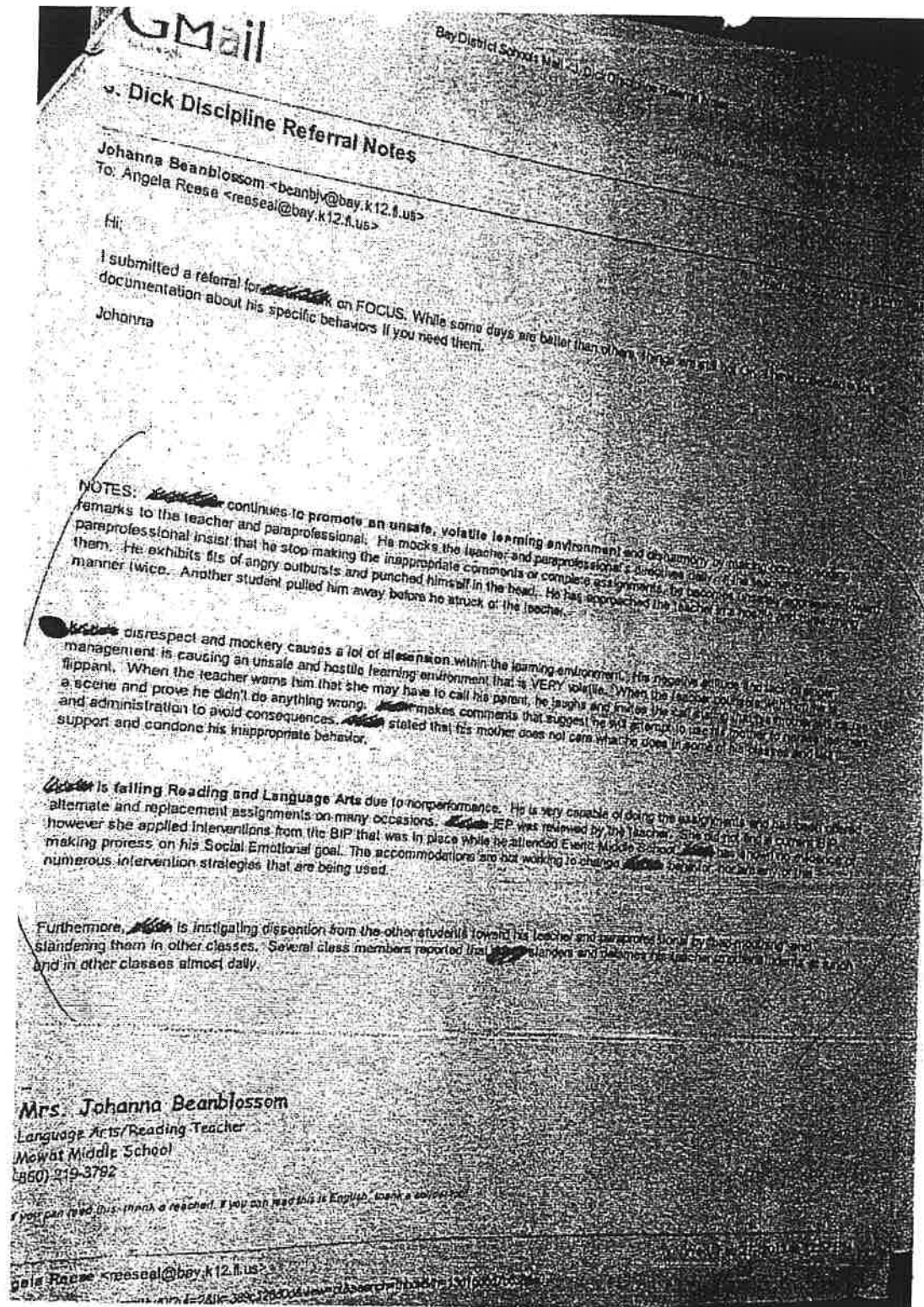
Thank you for listening today. I know I am not trying to cause trouble or get anybody in trouble. My purpose is to try to get [redacted] disciplined because it is an unsafe environment. I want to tell that Ed pulled him back and prevented him from hitting me.

I know it takes time for Mr. Reese to process referrals, but it seems like [redacted] do not get "processed" at all. I put this referral in FOLIS and printed a hard copy. I gave the hard copy to Mr. Reese and I emailed her as well. Please do something. This is a very unsafe and volatile situation.

Today I researched the use of "Authority" to remove a student from the classroom. Do you allow teachers to use their Authority to remove a student who is disruptive in the classroom? Please let me know what is being done.

Mr. Sheffield
Johanna Beanblossom

Ex 1



Referrals

Justin Blake Dick

Total Days of Discipline: 3

Detention: 2.0

Student Conference: 1.0

Reporter Beanblossom, Johanna V

Incident Date Feb 27, 2013

Reviewed by an Administrator No

Location School Grounds/On Campus

Bus Number -

Bus Driver's Name -

Time - Local Use: 9:00AM - 10:00AM

Context During School Hrs

Discipline Code -

Comments: Please see email sent on 2/27/2013

Action taken by Teacher: Verbal Individual Warning, Student Conference, Phone Parent, Seating Change, Curricular Modification, Re-teach Expectations, Loss of Item/Class Privilege, Redirect, Proximity Control

Possible Motivation Obtain Peer Attention

Others Involved Teacher

Action Date Decided Date Begins Date Ends Length of Action Attendance Code Administrator's Notes

Additional Administrator Notes -

Incident ID: 10015238

Use of Alcohol -

Involved in Hate Crime -

Use of Drugs -

Weapon Use -

Involved in Bullying -

Zero Tolerance Expulsion The student was not expelled. (Z)



From: Ed Sheffield >

Hide

From: ICE Johanna (me) Beanblossom >

??? advice please

April 30, 2013, 12:10 PM

Mr. Sheffield:

Today [REDACTED] turned in some missing assignments. I looked over the assignments and noticed that it was not his handwriting. I asked him if he did his work. He said, "Yes" and did it and smiled.

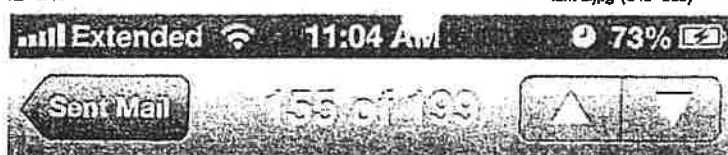
Then, I pointed out it was not his handwriting. He told me in a VERY disrespectful manner that Mrs. Tant did it for him and if I don't like it I can take it up with her. Then, Telacy started crying, "Oh Lord, Oh Lord, here we go!" and



Ex 2

12/12/13

tent 2.jpg (640x960)



saying, "Oh Lord, Oh Lord, here we go!" and walked out.

Advice please.
Johanna

--

Mrs. Johanna Beanblossom

Language Arts/Reading Teacher

Mowat Middle School

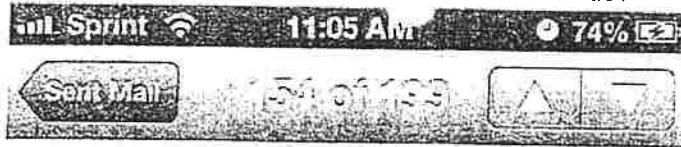
(850) 219-3792

*If you can read this, thank a teacher! If you
can read this is English, thank a solider too!*



11/11/13

tant 3.jpg (640x960)



On Tue, Apr 30, 2013 at 11:24 AM, Ed Sheffield <sheffet1@bay.k12.fl.us> wrote:
I will speak with Mrs. Tant. Hold on to the work that he turned in. I'll let you know how to proceed after I speak with her.

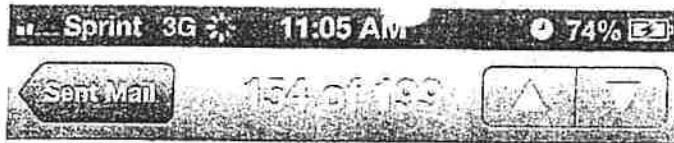
On Tue, Apr 30, 2013 at 11:10 AM, Johanna Beanblossom <beanbjv@bay.k12.fl.us> wrote:
Mr. Sheffield:

Today Austin Frix turned in some missing



11/11/13

tant 4.jpg (640x960)



To: Ed Sheffield >

Hide

From: ICE Johanna (me) Beanblossom >

Re: ???? advice please

April 30, 2013, 12:39 PM

OK I checked his IEP and did not see an accommodation that includes others writing for him. She just called me and is not happy.

Please know that I am not trying to be difficult, just asking for advice on how to handle this circumstance.

Johanna



This is a listing of all the jobs I have applied for since May 2013. The highlighted jobs are the ones mentioned above.

View	ESE Teacher	Exceptional Student Education K-12	Patterson Elementary School	Certified ESE & Elementary Education K-6	06/07/2013
View	4th Grade Teacher	Elementary Education K-6	Breakfast Point Academy	Certified Elementary Education ESOL Endorsed	06/07/2013
View	ESE Intermediate Teacher	Exceptional Student Education K-12	Springfield Elementary School	Certified Elementary Education & ESE	06/07/2013
View	Intermediate Teacher (2)	Elementary Education K-6	Breakfast Point Academy	Certified Elementary Education	06/07/2013
View	Reading/Language Arts Teacher	Reading K-12	Everitt Middle School	Certified Language Arts 5-9 & Reading Endorsed	06/07/2013
View	Primary Teacher	Elementary Education K-6	Patterson Elementary School	Certified Elementary Education K-6	06/10/2013
View	Primary Teacher	Elementary Education K-6	Cedar Grove Elementary School	Elementary Education K-6	06/17/2013
View	Fourth Grade Teacher	Elementary Education K-6	Southport Elementary School	Elementary Education K-6	06/17/2013
View	Intermediate ESE Teacher	Exceptional Student Education K-12	Dear Point Elementary School	Elem Ed K-6, ESE	06/18/2013
View	Third Grade Teacher (2 positions)	Elementary	Callaway Elementary School	Elementary Education K-6, ESOL	06/19/2013
View	First Grade Teacher	Elementary	Callaway Elementary School	Elementary Education K-6	06/19/2013
View	Kindergarten Teacher	Elementary	Callaway Elementary School	Elementary Education K-6	06/19/2013
View	Elementary Teacher	Elementary Education K-6	Tyndall Elementary School	Certified Elementary Education K-6	06/26/2013
View	Business Education Teacher	Secondary	Bozeman School	Certified Business Education 5-12	06/28/2013
View	ESE Teacher	Exceptional Student Education K-12	Lucille Moore Elementary School	Certified ESE & Elementary Education K-6	06/28/2013
View	Elementary Education Teacher	Elementary Education K-6	Patronis Elementary School	Certified Elementary Education K-6	07/08/2013
View	Elementary Education Teacher	Elementary Education K-6	Oakland Terrace Elementary School	Certified Elementary Education K-6	07/08/2013
View	Second Grade Teacher	Elementary Education K-6	Cherry Street Elementary School	Certified Elementary Education K-6	07/24/2013
View	First Grade Teacher	Elementary Education K-6	Bozeman School	Certified Elementary Education K-6	07/24/2013
View	ESE Teacher - Autism	Exceptional Student Education: Autism Endorsement	Merritt Brown Middle School	Certified ESE, Math, Social Sci 5-9 & Autism Endor	07/24/2013
View	Intervention Teacher	Other	Breakfast Point Academy	Certified Elementary Education	07/24/2013
View	ESE Teacher - P/T	Exceptional Student Education K-12	Breakfast Point Academy	Certified Elementary Education, ESE & ESOL	07/25/2013
View	First Grade Teacher	Elementary Education K-6	Patterson Elementary School	Certified Elementary Education K-6	07/29/2013
View	English Teacher	M/G English 5-9	Mowat Middle School	Certified English - 5-9 or	07/29/2013

Ex 3

WOW! Webmail

cmscooni@knology.net

FullSizeRender.jpg

	ESE Teacher	Exceptional Student Education K-12	Paderson Elementary School	Certified ESE & Elementary Education K-6	06/07/2013
	4th Grade Teacher	Elementary Education K-6	Breakfast Point Academy	Certified Elementary Education ESOL Endorsed	06/07/2013
	ESE Intermediate Teacher	Exceptional Student Education K-12	Springfield Elementary School	Certified Elementary Education & ESE	06/07/2013
	Intermediate Teacher (2)	Elementary Education K-6	Breakfast Point Academy	Certified Elementary Education	06/07/2013
	Reading/Language Arts Teacher	Reading K-12	Everitt Middle School	Certified Language Arts 5-9 & Reading Endorsed	06/07/2013
	Primary Teacher	Elementary Education K-6	Paderson Elementary School	Certified Elementary Education K-6	06/10/2013
	Primary Teacher	Elementary Education K-6	Cedar Grove Elementary School	Elementary Education K-6	06/17/2013
	Fourth Grade Teacher	Elementary Education K-6	Southport Elementary School	Elementary Education K-6	06/17/2013
	Intermediate ESE Teacher	Exceptional Student Education K-12	Deer Point Elementary School	Elem Ed K-6, ESE	06/18/2013
	Third Grade Teacher (2 positions)	Elementary	Callaway Elementary School	Elementary Education K-6, ESOL	06/19/2013
	First Grade Teacher	Elementary	Callaway Elementary School	Elementary Education K-6	06/19/2013
	Kindergarten Teacher	Elementary	Callaway Elementary School	Elementary Education K-6	06/19/2013
	Elementary Teacher	Elementary Education K-6	Tyndall Elementary School	Certified Elementary Education K-6	06/26/2013
	Business Education Teacher	Secondary	Bozeman School	Certified Business Education 6-12	06/28/2013

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Ex 3

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	ESE Teacher	Exceptional Student Education K-12	Lucile Moore Elementary School	Certified ESE & Elementary Education K-6	06/28/2013
	Elementary Education Teacher	Elementary Education K-6	Petronis Elementary School	Certified Elementary Education K-6	07/08/2013
			Oakland Terrace		

JOHANNA BEANBLOSSOM vs. BAY DISTRICT SCHOOLS, BAY COUNTY, FLORIDA
 LT. CASE NO: 13002015CA
 HT. CASE NO: 1D17-980

VIEW	Elementary Education Teacher	Elementary Education	Elementary School	Certified Elementary Educ.	K-6	07/08/2013
VIEW	Second Grade Teacher	Elementary Education K-6	Cherry Street Elementary School	Certified Elementary Education K-6		07/24/2013
VIEW	First Grade Teacher	Elementary Education K-6	Bozeman School	Certified Elementary Education K-6		07/24/2013
VIEW	ESE Teacher - Autism	Exceptional Student Education: Autism Endorsement	Meritt Brown Middle School	Certified ESE, Math, Social Sci 5-9 & Autism Endor		07/24/2013
VIEW	Intervention Teacher	Other	Breakfast Point Academy	Certified Elementary Education		07/24/2013
VIEW	ESE Teacher - P/T	Exceptional Student Education K-12	Breakfast Point Academy	Certified Elementary Education, ESE & ESOL		07/25/2013
VIEW	First Grade Teacher	Elementary Education K-6	Patterson Elementary School	Certified Elementary Education K-6		07/29/2013
VIEW	English Teacher	M/G English 5-9	Mowat Middle School	Certified English - 5-9 or 6-12		07/29/2013
VIEW	English Teacher	English 6-12	Jinks Middle	Certified English 5-9		07/30/2013
VIEW	ESE Teacher	Exceptional Student Education K-12	Northside Elementary School	Certified ESE & Elementary Education K-6		07/31/2013
VIEW	ESE Resource/Intervention Teacher	Exceptional Student Education K-12	Patterson Elementary School	Certified ESE & Elementary Education		07/31/2013
VIEW	Autism Teacher	Exceptional Student Education: Autism Endorsement	Bay High School	Certified ESE, & One high school core subject		08/01/2013
VIEW	Reading Teacher	Reading Endorsement	Bay High School	Certified Reading Endorsed		08/01/2013
VIEW	Fourth Grade Teacher	Elementary Education K-6	Patterson Elementary School	Certified Elementary Education K-6		08/05/2013
VIEW	Second Grade Teacher	Elementary Education K-6	Cedar Grove Elementary School	Certified Elementary Education K-6		08/05/2013
VIEW	Elementary Education Teacher	Elementary Education K-6	Tommy Smith Elementary School	Certified Elementary Education K-6 & ESOL		08/06/2013
VIEW	MTSS Staff Training Specialist	Other	Student Services	Any certification area		08/08/2013
VIEW	ESE Teacher - Inclusion	Exceptional Student Education K-12	Lynn Haven Elementary School	Certified ESE & Elementary Education K-6		08/09/2013
VIEW	Kindergarten Teacher	Elementary Education K-6	Lynn Haven Elementary School	Certified Elementary Education K-6, ESOL		08/12/2013
VIEW	Kindergarten Teacher	Elementary Education K-6	Patterson Elementary School	Certified Elementary Education K-6		08/12/2013
VIEW	Business Teacher	Secondary	Bozeman School	Certified Business Education 6-12		08/12/2013
VIEW	Primary Education Teacher	Elementary Education K-6	Tyndall Elementary School	Certified Elementary Education K-6		08/12/2013
VIEW	Reading Teacher	Reading K-12	Bay High School	Certified or Endorsed in Reading K-12		08/15/2013

 Elementary Education Teacher - 2 positions Elementary Education K-6 Tommy Smith Elementary School Certified Elementary Educ, ESOL & ESE preferred 08/15/2013



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	Primary Teacher	Elementary Education K-6	Tommy Smith Elementary School	Certified Elementary Education K-6	08/15/2013
	ESE Teacher - Autism	Exceptional Student Education: Autism Endorsement	Cedar Grove Elementary School	Certified ESE, Elementary Educ & Autism Endorse	08/16/2013
	English Teacher	M/G English 5-9	Mowat Middle School	Certified English 5-9, Reading Endorsed	08/16/2013
	Elementary Education Teacher	Elementary Education K-6	Hutchinson Beach Elementary School	Certified Elementary Education K-6, ESOL	08/16/2013
	ESE Inclusion Teacher	Exceptional Student Education K-12	Lynn Haven Elementary School	Certified ESE, Elementary Education	08/20/2013
	Intervention Teacher	Elementary Education K-6	Calloway Elementary School	Certified Elementary Education K-6	08/20/2013
	Nursing Teacher - P/T	Adult	Haney Technical Center	Certified Nursing - Valid Florida Nursing License	10/28/2013
	ESE Teacher - Inclusion	Exceptional Student Education K-12	Lynn Haven Elementary School	Certified ESE, Elementary Education	08/05/2013
	ESE Teacher	Exceptional Student Education K-12	Hiland Park Elementary School	Certified Elementary Education & ESE	09/09/2013
	Speech Language Therapist	Speech-Language Impaired	ESE	Licensed by State of Florida	09/10/2013
	Adult Basic Ed/GED Teacher - P/T	Adult	Haney Technical Center	Certified any academic area	08/11/2013
	Language Arts/Soc Sci Teacher	Middle	Jinks Middle	Certified English, Soc Sci 6-12, Reading, ESOL	08/27/2013
	Associate Teacher	Elementary Education K-6	Patterson Elementary School	Certified Elementary Education K-6	09/23/2013
	Associate Teacher - Primary	Elementary	Deer Point Elementary School	Certified Elementary Education K-6	09/23/2013
	Math Teacher	M/G Mathematics	Jinks Middle	Certified Math 6-12, ESOL, ESE & Reading	09/23/2013
	Associate Teacher	Elementary	Pattonis Elementary School	Certified Elementary Education K-6	09/23/2013
	Elementary Education	Elementary	Hiland Park		

JOHANNA BEANBLOSSOM vs. BAY DISTRICT SCHOOLS, BAY COUNTY, FLORIDA
 LT, CASE NO: 13002015CA
 HT, CASE NO: 1D17-980

VIEW	Teacher	Elementary Education	Elementary School	Certified Elementary Educ	K-6	09/24/2013
VIEW	Elementary Education Teacher - 2 positions	Elementary Education K-6	Springfield Elementary School	Certified Elementary Education K-6		09/27/2013
VIEW	ESE Resource Teacher	Exceptional Student Education K-12	ESE	Certified in One Exceptionality		09/30/2013
VIEW	Kindergarten Teacher	Elementary Education K-6	Lucille Moore Elementary School	Certified Elementary Education K-6		09/30/2013
VIEW	Kindergarten Teacher	Elementary Education K-6	Parker Elementary School	Certified Elementary Education K-6		10/07/2013
VIEW	ESE Teacher	Exceptional Student Education K-12	Tommy Smith Elementary School	Certified Elementary Education & ESE		10/07/2013
VIEW	Reading Teacher 6-12	Reading K-12	Rosenwald High School	Reading		10/25/2013
VIEW	First Grade Teacher	Elementary Education K-6	Lucille Moore Elementary School	Elementary Education K-6		10/22/2013
VIEW	ESE Teacher	Exceptional Student Education K-12	Breakfast Point Academy	Certified ESE & Elementary Education		10/24/2013
VIEW	ESE Teacher	Exceptional Student Education K-12	St. Andrew School	Certified ESE & Elementary Education K-6		10/24/2013



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VIEW	Teacher	Education	School	Education K-6	10/29/2013
VIEW	Elementary Education Teacher	Elementary Education K-6	Tyndall Elementary School	Certified Elementary Education K-6 & ESOL	10/29/2013
VIEW	ESE Teacher - Inclusion	Exceptional Student Education K-12	Lynn Haven Elementary School	Certified Elementary Education, ESE & ESOL	11/01/2013
VIEW	Reading/Language Arts Teacher	M/G English 5-9	C C Washington Academy	Certified English 5-9 and Reading Endorsed	11/01/2013
VIEW	Third Grade Teacher	Elementary Education K-6	Breakfast Point Academy	Certified Elementary Education & ESOL	11/07/2013
VIEW	ESE Teacher	Exceptional Student Education K-12	St. Andrew School	Certified Elementary Education & ESE	11/07/2013
VIEW	ESE Teacher	Exceptional Student Education K-12	Bay High School	Certified ESE & Elementary Education	11/18/2013
VIEW	Math Teacher	M/G Mathematics	Everitt Middle School	Certified Math 5-9	11/19/2013

VIEW	Elementary Education Teacher - 1st Grade	Elementary Education K-6	Cherry Street Elementary School	Certified Elementary Education K-6	12/02/2013
VIEW	Reading/Language Arts Teacher	English 6-12	New Horizons Learning Center	Certified English 6-12 & Reading Endorsed	12/13/2013
VIEW	Elementary Education Teacher	Elementary Education K-6	Oakland Terrace Elementary School	Certified Elementary Education K-6	12/13/2013
VIEW	Language Arts Teacher	M/G English 5-9	Breakfast Point Academy	Certified English 5-9	12/18/2013
VIEW	English/Social Science Teacher	English 6-12	New Horizons Learning Center	Certified English, Social Science, & Reading	01/08/2014
VIEW	ESE/Reading Teacher	Exceptional Student Education K-12	New Horizons Learning Center	Certified ESE & Reading	01/09/2014
VIEW	ESE Teacher	Exceptional Student Education K-12	Cherry Street Elementary School	Certified Elementary Education & ESE	01/09/2014
VIEW	Student Services Interventionist	Other	Student Services	Valid Florida teaching certificate in any area	01/15/2014
VIEW	Primary K-2 Teacher	Exceptional Student Education K-12	Patterson Elementary School	Elem. Education & ESE	06/24/2015
VIEW	Music Teacher	Music K-12	Patterson Elementary School	Elem. Education or Music K-12	06/24/2015
VIEW	Art Teacher	Art K-12	Patterson Elementary School	Elem. Education or Art K-12	06/24/2015
VIEW	Pre-K Autism Teacher	Exceptional Student Education: PreKindergarten Disabilities	Cedar Grove Elementary School	Elem. Ed, Pre-K Endorsement or Early Childhood	08/24/2015
VIEW	Primary K-2 Teacher	Elementary Education K-6	Patterson Elementary School	Elem Ed	08/24/2015
VIEW	2 - Intermediate Teachers	Elementary	Northside Elementary School	Fla. Elementary Education Certificate	06/29/2015
VIEW	Elementary Education/ESE Teacher Intermediate	Elementary	St. Andrew School	Fla. Elem. Ed and ESE certification required	06/29/2015
VIEW	ELA 6-8 grade teacher, ESE & reading endorsement	M/G English 5-9	Everitt Middle School	Florida Teacher's Certificate in Language Arts	06/29/2015

Note: There are more results available to view than are shown on this page. Please click one of the links below to view additional results.

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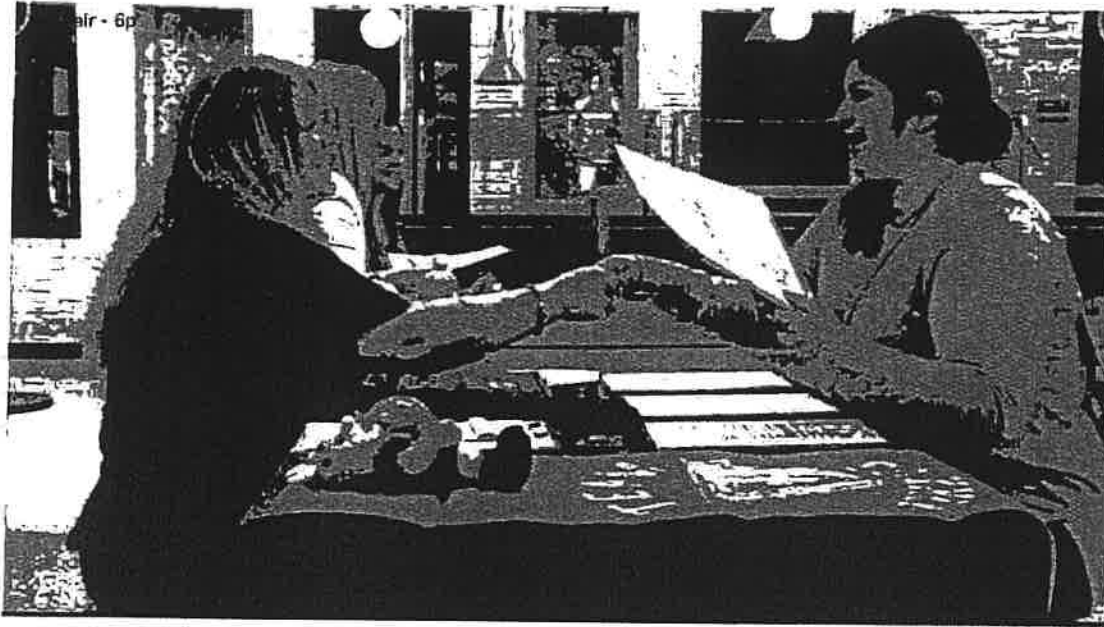
Applied Jobs

Here are all of the jobs in which you have expressed interest. You may withdraw your interest by viewing the job and then clicking the button to withdraw interest.

Note: There are more results available to view than are shown on this page. Please click one of the links below to view additional results.

301-319

	JOB TITLE	JOB TYPE	LOCATION	CERTIFICATION/COVERAGE	CLOSING DATE
	ELA 6-8 grade teacher & reading endorsement	M/G English 5-9	Everitt Middle School	Florida Teacher's Certificate in Language Arts	06/29/2015
	Elem. Teacher - 5th grade	Elementary	Lucille Moore Elementary School	Florida Elem. Education	06/29/2015
	Elem. Teacher/ESE	Elementary	Lucille Moore Elementary School	Florida Elem. Education & ESE certification	06/29/2015
	3-Elm. Teachers, prefer Gifted & ESOL	Elementary	Patronis Elementary School	Florida Elem. Education, prefer ESOL & Gifted cert	06/29/2015
	ESE Teacher	Exceptional Student Education K-12	Callaway Elementary School	Elem Ed. ESE, ESOL	07/22/2015
	3rd Grade Teacher	Elementary Education K-6	Callaway Elementary School	Elem. Ed. ESOL	08/20/2015
	KG Teacher	Elementary Education K-6	Callaway Elementary School	Elem. Ed. ESOL	08/20/2015
	ESE Intermediate Teacher	Exceptional Student Education K-12	Springfield Elementary School	Elem Ed. ESE	08/21/2015
	Intermediate Elementary Teacher	Elementary Education K-6	Cherry Street Elementary School	Elem. Ed., ESE preferred	08/24/2015
	KG Teacher	Elementary	Cedar Grove Elementary School	FL Elem. Certification	08/26/2015
	ESE Intervention Teacher	Exceptional Student Education K-12	Northside Elementary School	Elem Ed. ESE	09/21/2015
	ESE Reading Teacher	Exceptional Student Education K-12	Everitt Middle School	ESE, Reading Endorsement	09/21/2015
	Elementary Teacher	Elementary Education K-6	Deer Point Elementary School	Elem. Ed.	09/21/2015
	ESE Teacher	Exceptional Student Education K-12	Deer Point Elementary School	Elem Ed. ESE	09/21/2015
	ELA/ ESOL Teacher	M/G English 5-9	Jinks Middle	MG English, ESOL Endorsement	09/23/2015
	2nd Grade Teacher	Elementary Education K-6	Callaway Elementary School	Elem Ed. ESOL	09/23/2015
		Elementary	Parker Elementary		



PANAMA CITY, Fla. (WJHG/WECP) - The Educational Career Job Fair at Jinks Middle School wasn't too much of a hit Wednesday.

Kids were out of school and the weather was bad, but Bay District Schools officials believe there are other reasons attendance was low.

Sharon Michalik, the Executive Director of Human Resources of Bay District Schools said, "These positions are part-time so they don't come with insurance and benefits, so people I know would prefer to have full-time positions."

The school year is more than half way through, and still 30 educational jobs need to be filled.

Paraprofessionals, clerks and bus drivers are at the top of the list, but why?

"I think it's not a matter of competing with other counties as much as it is with just other jobs," said Michalik, "I mean, the paraprofessional part-time job pays a little under ten dollars an hour."

As for the bus drivers and attendant positions, "It just feels like with the bus drivers every time we hire four or five, then someone has to resign," said Michalik.

There are also reasons for other Bay District Schools jobs that seem to have a revolving door.

"People do retire," said Michalik. "We have a lot of military spouses who work for us and of course their husbands or wives get orders to leave and so there is kind of a turn over there."

School officials said one of the reason they believe they have 30 job positions available at this time is because those people who are qualified just don't know about the position.

"We're on Facebook, we're on social media, and we're on our website," said Michalik, "I think maybe they just don't know what does a paraprofessional do, what does a bus attendant do, and perhaps they are just hesitant to ask."

Officials said all of the jobs that are open are a great way to get your foot in the door.

"We'll do this at the Nelson building as well," said Michalik. "Sit with someone and help them fill out the application, they don't have to do it by themselves, we'll do it with them."

Related Links

[Bay District Schools Employment Page](#)

JOHANNA BEANBLOSSOM vs. BAY DISTRICT SCHOOLS, BAY COUNTY, FLORIDA
LT. CASE NO: 13002015CA
HT. CASE NO: 1D17-980

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App 10 Orders
Granting Summary Judgment

App 763

IN THE CIRCUIT COURT OF THE
FOURTEENTH JUDICIAL CIRCUIT
IN AND FOR BAY COUNTY, FLORIDA

JOHANNA BEANBLOSSOM,
Plaintiff,

v.

THE SCHOOL BOARD OF BAY COUNTY, FLORIDA,
Defendant.

Case No.: 13-2015-CA

FILED
2017 JAN -5 A 11:48
BILL KINSAUL
CLERK OF COURT
BAY COUNTY, FLORIDA

**ORDER GRANTING DEFENDANT'S AMENDED MOTION FOR SUMMARY
FINAL JUDGMENT AS TO COUNT II OF PLAINTIFF'S COMPLAINT AND
DENYING PLAINTIFF'S MOTION TO AMEND COMPLAINT**

THIS MATTER is before the Court on Defendant's Amended Motion For Summary Final Judgment As To Count II Of Plaintiff's Complaint, filed on July 22, 2016, and Plaintiff's Motion To Amend Complaint, filed on November 7, 2016. The motions were heard on November 8, 2016. Having considered the motions, summary judgment evidence, argument and memoranda of counsel, the court file and records, and being otherwise fully advised, the Court finds as follows:

Count II of Plaintiff's Complaint is for negligent retention of a middle school principal. Defendant filed for summary judgment as to this claim. The scope of the hearing was limited to whether Plaintiff complied with the pre-suit notice requirements in section 768.28, Florida Statutes. This section provides that a tort action "may not be instituted on a claim against the state or one of its agencies or subdivisions unless the claimant presents the claim in writing to the appropriate agency, and also . . . presents such claim in writing to the Department of Financial Services, within 3 years after such claim accrues and the Department of Financial Services or the appropriate agency denies the claim in writing."

Plaintiff does not dispute that she failed to provide pre-suit notice to the school board and the Department of Financial Services; instead she raises several grounds to excuse her noncompliance. She argues that claims for negligent retention are not subject to immunity protections, citing *Slonin v. City Of W. Palm Beach, Fla.*, 896 So. 2d 882 (Fla. 4th DCA 2005). While Plaintiff is correct that torts are not absolutely barred by the doctrine of sovereign immunity in Florida, this does not excuse Plaintiff's failure to comply with statutorily mandated conditions precedent. She argues that notice was excused by section 768.14, which provides that "[s]uit by the state or any of its agencies or subdivisions to recover damages in tort shall constitute a waiver of sovereign immunity from liability and suit for damages in tort to the extent of permitting the defendant to counterclaim for damages resulting from the same transaction or occurrence." Plaintiff received two letters from the Florida Department of

9

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13-2015-CA

Order Granting Summary Judgment on Count II & Denying Motion To Amend
Page 2 of 3

Economic Opportunity Reemployment Assistance Program demanding repayment of overpaid benefits. Plaintiff argues that her need for reemployment assistance stems from her termination at the middle school and thus results from the same transaction or occurrence as her claim for negligent retention. However, these letters were not authenticated and they do not evidence a suit by the state to recover damages in tort where Plaintiff filed a counterclaim. As such, section 768.14 is inapplicable. Finally, Plaintiff argues that the Department of Financial Services told her that notice was not required. However, there is no evidence in the record to support this assertion.

If the Court finds that Count II is barred for failure to comply with pre-suit notice requirements, Plaintiff asks to amend her complaint. This general request was first raised in her response to Defendant's motion for summary judgment, filed on October 21, 2016, but no amended pleading was attached. It was not until nearly midnight on November 7, the night before the summary judgment hearing, that a proposed complaint was filed. It contains counts for negligence and violation of 42 U.S.C. 1983 and adds the superintendent of the Bay County School Board as a defendant. Defendant objects to Plaintiff's request.

The court may, in its discretion, deny any party the right to amend his pleadings if the proposed amendments will change or introduce new issues or materially vary the grounds for relief, or where the filing of such pleadings will delay the suit by necessarily requiring a continuance under circumstances which would be unduly prejudicial to the opposing party. Although it is highly desirable that amendments to pleadings be liberally allowed so that cases may be concluded on their merits, there is an equally compelling obligation on the court to see to it that the end of all litigation be finally reached.

Brown v. Montgomery Ward & Co., 252 So. 2d 817, 819 (Fla. 1st DCA 1971). Moreover, "[a] party should not be permitted to amend its pleadings for the sole purpose of defeating a motion for summary judgment." *Noble v. Martin Mem'l Hosp' Ass'n, Inc.*, 710 So. 2d 567, 568 (Fla. 4th DCA 1997).

Plaintiff's motion to amend comes three years into this litigation, after extensive discovery, and on the eve of a hearing for final summary judgment. This last minute request appears to be an attempt to circumvent summary judgment and escape the effects of failing to comply with section 768.28 despite being aware of the statute and having time to cure well within the statutory period. Moreover, the addition of a new defendant and the 1983 claim introduces new issues into the litigation. For the first time Plaintiff alleges that the school board has a practice or policy of failing to properly investigate allegations of bullying. Under these circumstances, the Court finds it appropriate to deny Plaintiff's motion to amend. See *Randle v. Randle*, 274 So. 2d 557 (Fla. 3d DCA 1973) (Affirming denial of motion to amend filed just prior to hearing on motion for summary judgment and 2 ½ years after original answer); *Brown*, 252 So. 2d 817 (Affirming denial of motion to amend filed two weeks before trial after case pending for several years); *Title & Trust Co. of Florida v. Parker*, 468 So. 2d

Beanblossom v. School Board
13-2015-CA

Order Granting Summary Judgment on Count II & Denying Motion To Amend
Page 3 of 3

520, 522 (Fla. 1st DCA 1985) (Affirming denial of motion to amend filed shortly before trial where amendment would change issues to be tried).

Therefore, it is hereby **ORDERED AND ADJUDGED** that:

1. Defendant's Amended Motion For Summary Final Judgment As To Count II Of Plaintiff's Complaint is **GRANTED**.
2. Plaintiff's Motion To Amend Complaint is **DENIED**.
3. Final judgment is entered in favor of Defendant, the School Board of Bay County, Florida, and against Plaintiff, Johanna Beanblossom, on Count II of Plaintiff's Complaint. Plaintiff shall take nothing by this action and Defendant shall go hence without day.
4. The Court reserves jurisdiction to consider requests for attorney's fees and costs.

DONE AND ORDERED in chambers, Bay County, Florida, this 4 day of January, 2017.


JAMES B. FENSOM
CIRCUIT JUDGE

I HEREBY CERTIFY that a true and exact copy of the forgoing has been sent by electronic delivery to Dixon Ross McCloy, Jr., Esq. at rmccloy@hsmclaw.com, bholland@hsmclaw.com and lbenjamin@hsmclaw.com, and Cecile Scoon, Esq. at cmscoon1@knology.net and cmscoon2@knology.net, on this 4th day of January, 2017.


Ann Nelson, Judicial Assistant

App 11.
Petitioner's Motion for
Rehearing

Filing # 51458976 E-Filed 01/20/2017 06:43:20 PM

App 782

**IN THE CIRCUIT COURT FOR THE FOURTEENTH JUDICIAL
CIRCUIT
BAY COUNTY, FLORIDA, CIVIL DIVISION**

**Johanna Beanblossom,
Plaintiff**

**V.
002015CA**

Case No. 13-

**Bay District Schools,
Bay County, Florida
Defendant.**

Jury Trial

Demand

PLAINTIFF'S MOTION FOR REHEARING

COMES now, Plaintiff, Johanna Beanblossom, by and through her undersigned attorney, and files herewith a Motion for Rehearing and states the following.

Plaintiff is in agreement with the court that a claim for negligent retention is not absolutely barred by the doctrine of sovereign immunity. Slonin v City of W. Palm Beach, FL, 896 So. 2d 882 (Flas. 4th DCA 2005). That means that the statutory vehicle that was set up to allow suits against the sovereign in Chapter 768, is not the only way that a party can bring a suit for negligent retention in court. In essence, plaintiff contends that failure to meet the exhaustion requirement in FS 768.28 is not an absolute bar to a suit for negligent retention. The other way to bring such a suit is through the analysis of Slonin which provides that there are

no exhaustion requirements for negligent retention suits. See Storm vs Ponce Inlet 866 So 2d 713 95th DCA 2004) (holding that retention and supervision of a teacher by the school board are not acts covered with sovereign immunity as the school board has a common law duty to protect others from the result of negligent supervision.

In the alternative, if this Honorable Court finds that the FS 768.28 exhaustion requirements are mandatory, then Plaintiff contends that she was excused from the notice requirement because the state issued a notice of a claim against the plaintiff and stated that if she failed to pay there would be a civil court judgment. In essence, stating that this was a suit or the beginning of a suit against the plaintiff for overpayment of her unemployment that she received due to her termination from work. That means that Plaintiff was threatened with a civil judgment by the State of Florida would affect her credit and thus this should be considered an exemption pursuant to FS 768.14. An affidavit authenticating this correspondence from the state to the plaintiff is attached and incorporated into this motion as Exhibit A. The language of the Correspondence from the State of Florida states: "FAILURE TO PAY THIS OVERPAYMENT COULD RESULT IN A CIVIL COURT JUDGMENT.RECORDING THIS JUDGMENT COULD HAVE AN ADVERSE AFFECT ON YOUR FUTURE CREDIT RATING."

This clearly indicates that the state was in preparations of bringing a lawsuit to enforce its claim against Plaintiff and thus the failure to notify the Dept of Financial Services of the negligent supervision claim should be excused as it falls squarely within the exception to the rule as stated in the statute.

In addition, Plaintiff contends that equity requires that the Bay County School Board as an agent of the state should be estopped from bringing the defense of failure to notify Dept of Financial Services as the Plaintiff relied to her detriment upon the statements of Dept of Financial Services stated that this Notice requirement was no longer needed as the Dept of Financial Services would take no action on the case whatsoever. This is set forth in the record and was in the record at the time of the hearing on November 8th that supported this allegation. See Plaintiff's Answers to Defendant's Interrogatories were filed on or about April 14, 2014 in Answer Number 14 which states that no notice was required to be filed with the Department as per the statute and the Department. (Doc. 17 on the docket) See also Plaintiff's Response to Request to Produce No. 2 filed on or about April 14, 2014 (Doc 18 on the docket) Given that no entity of the state should benefit from the mistaken or wrong advice of an agent of the state, it seems to be inequitable to dismiss this case under these circumstances. Guaranty Bank, S.S.B. v. Heimann, 683 So. 2d 1082 (5th DCA 1996).

In addition, Plaintiff moved for an amendment to the pleadings on 21 October 2016 and stated with particularity what the proposed amendment would be listing the claims by name. Therefore, the request for an amendment was not a surprise. Furthermore, review of the docket reveals that it was the first such request for an amendment and thus should have been favorably considered. FRCP 1. 190 which states "Leave of court shall be given freely when justice so requires."

Moreover, a close review of the docket sheet of this case shows that much of the delay in prosecuting this case was due to Defendant's initial objections to providing discovery responses¹ and the time to try to resolve these objections which ended with a motion to compel.² This led to a delay in providing relevant discovery some of which was provided in mid 2016 such as a deposition of a witness who had records pertinent to the development of the theory of the pattern and practice of the school board's policy of failing to take appropriate corrective action to threats against teachers and students³, and an appeal of a partial summary judgment⁴ that was stayed pursuant to the Defendant's motion before the appellate

¹ Defendant filed its Responses with Objections to Plaintiff's request for production on or about August 6 2015.

² After numerous attempts to resolve discovery issues, Plaintiff filed her motion to Compel on or about August 19, 2016.

³ The records were obtained in May 2016 and filed in the court in May 2016 in opposition to motion for summary judgment

⁴ The appeal was filed on or about March 7 2016

court,⁵ Plaintiff cannot be said to have been sitting on her hands and causing delays.

Furthermore, Plaintiff has alleged that some of the negligent supervision and retaliation has been ongoing since the initial termination that occurred on or about June 2013. In fact, the latest evidence of negligent supervision was placing Mr. Sheffield's affidavit in the court records on or about January 2015 when it was clearly false on its face. Under these circumstances, it appears that leave to amend should have been granted.

With regards to the idea of adding a new defendant, that is not really the case as Mr. Husfelt would be sued only in his official capacity as the superintendent not based on personal liability. In essence, he represents the real party in interest, the school board.

Finally, the court has asserted that Plaintiff just recently developed the allegation that the school board had a practice of ignoring threats against teachers and students, but review of the initial complaint indicates that it was stated earlier in part that the School board ignored the complaints of others and allowed others to be harmed. See Paragraph 23 and 59 of the complaint. It was only with the School

⁵ The appeal was stayed by the 1DCA on May 6, 2016

Board providing the evidence in May from Lee Stafford that the practice and policy of failing to protect students and teachers became so apparent.

Therefore, under these circumstances, Plaintiff contends that the Motion to Amend should have been granted. FRCP 1.190.

Wherefore, Plaintiff prayerfully requests Rehearing on the granting of Summary Judgment on Count II and that the Motion for Summary Judgment be denied and the leave to amend be granted.

Signed this 20th day of January, 2017.

/s/ Cecile M. Scoon, Esq.

Cecile M. Scoon, Esq.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Motion for Rehearing has been furnished by email to Dixon Ross McCloy, Jr., Esq., at rmccloy@hsmclaw.com and Heather Hudson, at hhudson@hsmclaw.com, attorneys for the Defendant, and their assistants bholland@hsmclaw.com and lbenjamin@hsmclaw.com on this 20th day of January, 2017.

/s/ Cecile M. Scoon, Esq.

Cecile M. Scoon, Esq.

FL Bar # 834556

25 East 8th Street

Panama City, FL 32401

Telephone: (850) 769-7825

Fax: (850) 215-0963

App 12
Order Denying Motion
for Rehearing

App 797

IN THE CIRCUIT COURT OF THE
FOURTEENTH JUDICIAL CIRCUIT
IN AND FOR BAY COUNTY, FLORIDA

JOHANNA BEANBLOSSOM,

Plaintiff,

v.

THE SCHOOL BOARD OF BAY COUNTY, FLORIDA,

Defendant.

Case No.: 13-2015-CA

BILL KINSAUL
CLERK OF COURT
BAY COUNTY, FLORIDA

2017 FEB - 1 P 3 22

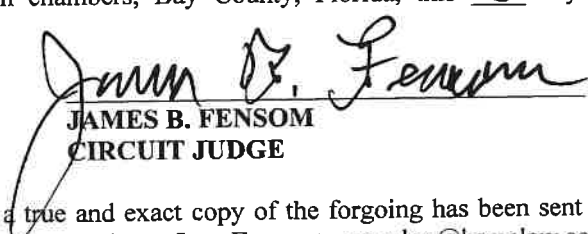
FILED

ORDER DENYING PLAINTIFF'S MOTION FOR REHEARING

THIS MATTER is before the Court on Plaintiff's Motion For Rehearing, filed on January 20, 2017. Having considered the motion, Defendant's response, the court file and records, and being otherwise fully advised, the Court finds that the motion is due to be denied. The purpose of a motion for rehearing or reconsideration is not to reargue the merits of the case. Rather, it is "to give the trial court an opportunity to consider matters which it overlooked or failed to consider." *Carollo v. Carollo*, 920 So. 2d 16, 19 (Fla. 3d DCA 2004). The Court has considered the case law, arguments, and evidence submitted by both parties in making its determination. Plaintiff raises no new issues for consideration.

Therefore, it is hereby **ORDERED AND ADJUDGED** that Plaintiff's Motion For Rehearing is **DENIED**.

DONE AND ORDERED in chambers, Bay County, Florida, this 6 day of February, 2017.


JAMES B. FENSOM
CIRCUIT JUDGE

I HEREBY CERTIFY that a true and exact copy of the forgoing has been sent by electronic delivery to Dixon Ross McCloy, Jr., Esq. at rmccloy@hsmclaw.com, bholland@hsmclaw.com and lbenjamin@hsmclaw.com, and Cecile Scoon, Esq. at cmscoon1@knology.net and cmscoon2@knology.net, on this 6th day of February, 2017.


Ann Nelson, Judicial Assistant

App 13. Notice of Appeal
to Appellate Court

BILL KINSAUL CLERK OF CIRCUIT COURT BAY COUNTY FLORIDA
Filing # 53484552 E-Filed 03/08/2017 11:56:45 PM

App 837

**IN THE CIRCUIT COURT FOR THE FOURTEENTH JUDICIAL
CIRCUIT
BAY COUNTY, FLORIDA, CIVIL DIVISION**

**Johanna Beanblossom,
Plaintiff/Appellant**

V.

Case No. 13-002015CA

**Bay District Schools,
Bay County, Florida
Defendant/Appellee
Demand**

Jury Trial

NOTICE OF APPEAL

Notice is given that Plaintiff/Appellant, Johanna Beanblossom, hereby
appeals to First District Court of Appeals in Tallahassee, Florida the following
Orders:

- a. December 10, 2015, Order Granting Defendant's Motion
for Summary Final Judgment as to Count I of Plaintiff's
Complaint.
- b. February 5, 2016, Order Denying Plaintiff's Motion for Rehearing.
- c. January 4, 2017, Order Granting Defendant's Amended Motion
for Summary Final Judgment As To Count II of Plaintiff's

Complaint and Denying Plaintiff's Motion to Amend Complaint.

d. February 6, 2017, Order Denying Plaintiff's Motion for Rehearing.

A conformed copy of the Orders Granting Summary Final Judgment and Orders Denying Plaintiff's Motion for Rehearing designated in this appeal are attached in accordance with Florida Rules of Appellate Procedure 9.110(d)¹

2. The nature of the Orders appealed from are Orders Granting

Summary Final Judgment and Orders Denying Plaintiff's Motion for Rehearing.

Signed this 8th day of March, 2017.

/s/ Cecile M. Scoon, Esq.
Cecile M. Scoon, Esq.

¹ The Appellant previously filed an appeal on Count I Whistleblower Summary Judgment and Denial of Motion for Rehearing on March 7, 2016. This case was dismissed until Count II Negligent Supervision was resolved, for being premature as the Appellate Court found the facts and issues to be too intertwined for the first appeal to proceed alone.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Notice of Appeal has been furnished by email to Dixon Ross McCloy, Jr., Esq., at rmccloy@hsmclaw.com and Heather Hudson, at hhudson@hsmclaw.com, attorneys for the Defendant, and their assistants bholland@hsmclaw.com and lbenjamin@hsmclaw.com on this 8th day of March, 2017.

/s/ Cecile M. Scoon, Esq.

Cecile M. Scoon, Esq.

FL Bar # 834556

25 East 8th Street

Panama City, FL 32401

Telephone: (850) 769-7825

Fax: (850) 215-0963

Attorney for Plaintiff/Appellant

Johanna Beanblossom

IN THE CIRCUIT COURT OF THE
FOURTEENTH JUDICIAL CIRCUIT
IN AND FOR BAY COUNTY, FLORIDA

FILED

2015 DEC 10 P 1:53

JOHANNA BEANBLOSSOM,

Plaintiff,

BILL KINSAUL
CLERK OF COURT
BAY COUNTY, FLORIDA

v.

THE SCHOOL BOARD OF BAY COUNTY, FLORIDA,

Defendant.

Case No.: 13-2015-CA

ORDER GRANTING DEFENDANT'S MOTION FOR SUMMARY FINAL JUDGMENT AS
TO COUNT I OF PLAINTIFF'S COMPLAINT

THIS MATTER is before the Court on the Defendant's Motion For Summary Final Judgment As To Count I Of Plaintiff's Complaint, filed on January 1, 2015, and heard on November 17, 2015. Having considered the motion, the Plaintiff's response, the evidence and argument proffered by counsel, the court file and records, and being otherwise fully advised, the Court finds as follows:

The Plaintiff was hired to teach at Mowat Middle School from January 7, 2013, through June 7, 2013. On April 30, 2013, the Plaintiff was informed that her contract would not be renewed for the next year. On May 23, 2013, the Plaintiff was informed that her employment was terminated, effective immediately. She did not return to school after that date. A termination form was signed by the Executive Director of Human Resources & Employee Support Services on May 23, 2013, by the school principal on May 24, 2013, and by the superintendent of schools on May 28, 2013. The School Board ratified the termination on June 25, 2013. The Plaintiff did not pursue any administrative remedies, instead choosing to file this civil suit on December 12, 2013.

Count one of the Plaintiff's complaint is a claim for retaliatory termination in violation of the Whistleblower Act ("the Act"). See § 112.3187-112.31895, Fla. Stat. If a local governmental authority has established an administrative procedure by ordinance, the Act requires an employee to first file an administrative complaint within 60 days of the prohibited action. § 112.3187(8)(b), Fla. Stat.

The administrative procedure created by ordinance must provide for the complaint to be heard by a panel of impartial persons appointed by the appropriate local governmental authority. Upon hearing the complaint, the panel must make findings of fact and conclusions of law for a final decision by the local governmental authority.

Id. After a final decision is issued, the employee may file a civil suit within 180 days. *Id.*

The Bay County School Board requires collective bargaining employees to follow the grievance procedures in their collective bargaining agreements. *See* Bay District Schools School Board Policy Manual § 3.104. The School Board's collective bargaining agreement with the Association of Bay County Educators details a multi-step grievance procedure, which ends with binding arbitration.

The Act requires that an administrative procedure be created by ordinance. In determining whether the School Board's grievance procedure satisfies this requirement, the Court finds persuasive the opinion of Circuit Judge Michael C. Overstreet:

The statute does not define the word "ordinance" When a statute is silent on the definition of a particular word, the courts must utilize the word's "plain and ordinary meaning." *Southeastern Fisheries Ass'n Inc., v. DNR*, 453 So. 2d 1351 (Fla. 1984); *Metro Cas. Ins. Co. v. Tepper*, 2 So. 3d 209, 214 (Fla. 2009) ("When considering the meaning of terms used in a statute, this Court looks first to the terms' ordinary definitions . . . [which] may be derived from dictionaries.").

The plain and ordinary definition of "ordinance" is not limited to only municipal or county ordinances, but more broadly includes authoritative rules or laws enacted by any local governmental entity. Applying the word's definition in a materially similar circumstance, the Attorney General confirmed that "a district school board has the authority to adopt an 'ordinance,' that is, [to] take official legislative action of a general and permanent nature[.]" *Fla. Att. Gen. Op.* 93-43.

School boards are constitutionally created subdivisions of the State and their officially adopted rules are undeniably "authoritative" on issues within their jurisdiction. . . . Indeed, the provisions at issue expressly apply to "any regional, county, or municipal entity, special district, community college district, or school district or any political subdivision of any of the foregoing." § 112.3187(8)(b), *Fla. Stat.*

Julian v. District School Board of Bay County, No. 11-2080 (Fla. 14th Cir. Ct. 2014). The Court finds that the School Board's grievance procedure was enacted by "ordinance" as required by the Act.

The Act also requires that the local governmental authority appoint a panel of impartial persons to make findings of fact and law to assist the local authority in making a final decision. The rules of arbitration utilized by the School Board allow the parties to demand a panel of arbitrators and select those arbitrators. The panel makes findings of fact and law. At the conclusion of the arbitration proceedings, the School Board adopts the findings of the panel. The Court finds that the administrative procedure adopted by the School Board satisfies the requirements of the Act. *See Dinehart v. Town of Palm Beach*, 728 So. 2d 360, 361 (Fla. 4th DCA 1999) (finding that "[t]he Whistle-blower's Act gives very little guidance regarding the structure of the required administrative procedure . . . [and] [t]his lack of explicit direction in the act

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13-2015-CA

Order Granting Summary Judgment on Count I
Page 3 of 3

suggests the legislature intended to leave the details of the procedure up to individual government entities so long as the adopted procedure provides for employee complaints to be heard by a panel of impartial persons and otherwise affords due process.”). Because the Plaintiff failed to exhaust her administrative remedies, the Court lacks jurisdiction and the School Board is entitled to judgment as a matter of law. *See, e.g., Dinehart*, 728 So. 2d 360.

Even if the Court determined that the School Board’s administrative procedure did not meet the requirements of the Act, the Court would still find that the complaint was untimely. “If the local governmental authority has not established an administrative procedure by ordinance or contract,” the employee may file a civil suit “within 180 days after the action prohibited by this section” § 112.3187(8)(b), Fla. Stat. The Plaintiff’s employment was terminated effective May 23, 2013. A timely complaint must have been filed by November 19, 2013.

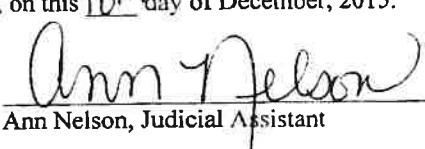
Therefore, it is hereby ORDERED AND ADJUDGED that:

1. The Defendant’s Motion For Summary Final Judgment As To Count I Of Plaintiff’s Complaint is GRANTED.
2. Final judgment is entered in favor of the Defendant and against the Plaintiff on count one of the Plaintiff’s complaint.
3. The Court reserves jurisdiction to consider requests for attorney’s fees and costs as to count one.

DONE AND ORDERED in chambers, Bay County, Florida, this 10 day of December, 2015.


JAMES B. FENSOM
CIRCUIT JUDGE

I HEREBY CERTIFY that a true and exact copy of the forgoing has been sent by electronic delivery to Dixon Ross McCloy, Jr., Esq., rmccloy@hsmclaw.com, bholland@hsmclaw.com, lbenjamin@hsmclaw.com, and Cecile Scoon, Esq., cmscoon1@knology.net, cmscoon2@knology.net, on this 10th day of December, 2015.


Ann Nelson, Judicial Assistant

IN THE CIRCUIT COURT OF THE
FOURTEENTH JUDICIAL CIRCUIT
IN AND FOR BAY COUNTY, FLORIDA

FILED

2016 FEB -8 A 11:18

JOHANNA BEANBLOSSOM,

Plaintiff,

v.

BILL KINSAUL
CLERK OF COURT
BAY COUNTY, FLORIDA

THE SCHOOL BOARD OF BAY COUNTY, FLORIDA,

Defendant.

Case No.: 13-2015-CA

ORDER DENYING PLAINTIFF'S MOTION FOR REHEARING

THIS MATTER is before the Court on the Plaintiff's Motion For Rehearing, filed on December 25, 2015. Having considered the motion, the Defendant's response, the court file and records, and being otherwise fully advised, the Court finds that the motion is due to be denied.

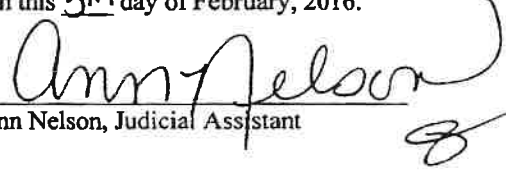
An order granting partial summary judgment is an interlocutory, non-final order subject to reconsideration, not rehearing. *Dixon v. Allstate Ins. Co.*, 609 So. 2d 71, 72 (Fla. 1st DCA 1992). Even if the Court construes the Plaintiff's Motion For Rehearing as a Motion For Reconsideration, the purpose of a motion for rehearing or reconsideration is not to reargue the merits of the case. Rather, it is "to give the trial court an opportunity to consider matters which it overlooked or failed to consider." *Carollo v. Carollo*, 920 So. 2d 16, 19 (Fla. 3d DCA 2004). The Court previously considered the case law and arguments proffered by the Plaintiff.

Therefore, it is hereby ORDERED AND ADJUDGED that the Plaintiff's Motion For Rehearing is DENIED.

DONE AND ORDERED in chambers, Bay County, Florida, this 5 day of February, 2016.


JAMES B. FENSOM
CIRCUIT JUDGE

I HEREBY CERTIFY that a true and exact copy of the forgoing has been sent by electronic delivery to Dixon Ross McCloy, Jr., Esq., rmccloy@hsmclaw.com, bholland@hsmclaw.com, lbenjamin@hsmclaw.com, and Cecile Scoon, Esq., cmscoon1@knology.net, cmscoon2@knology.net, on this 5th day of February, 2016.


Ann Nelson, Judicial Assistant

**IN THE CIRCUIT COURT OF THE
FOURTEENTH JUDICIAL CIRCUIT
IN AND FOR BAY COUNTY, FLORIDA**

JOHANNA BEANBLOSSOM,

Plaintiff,

v.

THE SCHOOL BOARD OF BAY COUNTY, FLORIDA,

Defendant.

Case No.: 13-2015-CA

**ORDER GRANTING DEFENDANT'S AMENDED MOTION FOR SUMMARY
FINAL JUDGMENT AS TO COUNT II OF PLAINTIFF'S COMPLAINT AND
DENYING PLAINTIFF'S MOTION TO AMEND COMPLAINT**

THIS MATTER is before the Court on Defendant's Amended Motion For Summary Final Judgment As To Count II Of Plaintiff's Complaint, filed on July 22, 2016, and Plaintiff's Motion To Amend Complaint, filed on November 7, 2016. The motions were heard on November 8, 2016. Having considered the motions, summary judgment evidence, argument and memoranda of counsel, the court file and records, and being otherwise fully advised, the Court finds as follows:

Count II of Plaintiff's Complaint is for negligent retention of a middle school principal. Defendant filed for summary judgment as to this claim. The scope of the hearing was limited to whether Plaintiff complied with the pre-suit notice requirements in section 768.28, Florida Statutes. This section provides that a tort action "may not be instituted on a claim against the state or one of its agencies or subdivisions unless the claimant presents the claim in writing to the appropriate agency, and also . . . presents such claim in writing to the Department of Financial Services, within 3 years after such claim accrues and the Department of Financial Services or the appropriate agency denies the claim in writing."

Plaintiff does not dispute that she failed to provide pre-suit notice to the school board and the Department of Financial Services; instead she raises several grounds to excuse her noncompliance. She argues that claims for negligent retention are not subject to immunity protections, citing *Slonin v. City Of W. Palm Beach, Fla.*, 896 So. 2d 882 (Fla. 4th DCA 2005). While Plaintiff is correct that torts are not absolutely barred by the doctrine of sovereign immunity in Florida, this does not excuse Plaintiff's failure to comply with statutorily mandated conditions precedent. She argues that notice was excused by section 768.14, which provides that "[s]uit by the state or any of its agencies or subdivisions to recover damages in tort shall constitute a waiver of sovereign immunity from liability and suit for damages in tort to the extent of permitting the defendant to counterclaim for damages resulting from the same transaction or occurrence." Plaintiff received two letters from the Florida Department of

Beanblossom v. School Board
13-2015-CA

Order Granting Summary Judgment on Count II & Denying Motion To Amend
Page 2 of 3

Economic Opportunity Reemployment Assistance Program demanding repayment of overpaid benefits. Plaintiff argues that her need for reemployment assistance stems from her termination at the middle school and thus results from the same transaction or occurrence as her claim for negligent retention. However, these letters were not authenticated and they do not evidence a suit by the state to recover damages in tort where Plaintiff filed a counterclaim. As such, section 768.14 is inapplicable. Finally, Plaintiff argues that the Department of Financial Services told her that notice was not required. However, there is no evidence in the record to support this assertion.

If the Court finds that Count II is barred for failure to comply with pre-suit notice requirements, Plaintiff asks to amend her complaint. This general request was first raised in her response to Defendant's motion for summary judgment, filed on October 21, 2016, but no amended pleading was attached. It was not until nearly midnight on November 7, the night before the summary judgment hearing, that a proposed complaint was filed. It contains counts for negligence and violation of 42 U.S.C. 1983 and adds the superintendent of the Bay County School Board as a defendant. Defendant objects to Plaintiff's request.

The court may, in its discretion, deny any party the right to amend his pleadings if the proposed amendments will change or introduce new issues or materially vary the grounds for relief, or where the filing of such pleadings will delay the suit by necessarily requiring a continuance under circumstances which would be unduly prejudicial to the opposing party. Although it is highly desirable that amendments to pleadings be liberally allowed so that cases may be concluded on their merits, there is an equally compelling obligation on the court to see to it that the end of all litigation be finally reached.

Brown v. Montgomery Ward & Co., 252 So. 2d 817, 819 (Fla. 1st DCA 1971). Moreover, "[a] party should not be permitted to amend its pleadings for the sole purpose of defeating a motion for summary judgment." *Noble v. Martin Mem'l Hosp' Ass'n, Inc.*, 710 So. 2d 567, 568 (Fla. 4th DCA 1997).

Plaintiff's motion to amend comes three years into this litigation, after extensive discovery, and on the eve of a hearing for final summary judgment. This last minute request appears to be an attempt to circumvent summary judgment and escape the effects of failing to comply with section 768.28 despite being aware of the statute and having time to cure well within the statutory period. Moreover, the addition of a new defendant and the 1983 claim introduces new issues into the litigation. For the first time Plaintiff alleges that the school board has a practice or policy of failing to properly investigate allegations of bullying. Under these circumstances, the Court finds it appropriate to deny Plaintiff's motion to amend. See *Randle v. Randle*, 274 So. 2d 557 (Fla. 3d DCA 1973) (Affirming denial of motion to amend filed just prior to hearing on motion for summary judgment and 2 ½ years after original answer); *Brown*, 252 So. 2d 817 (Affirming denial of motion to amend filed two weeks before trial after case pending for several years); *Title & Trust Co. of Florida v. Parker*, 468 So. 2d

Beanblossom v. School Board
13-2015-CA

Order Granting Summary Judgment on Count II & Denying Motion To Amend
Page 3 of 3

520, 522 (Fla. 1st DCA 1985) (Affirming denial of motion to amend filed shortly before trial where amendment would change issues to be tried).

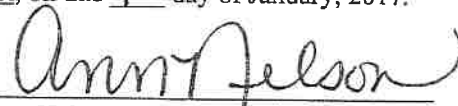
Therefore, it is hereby **ORDERED AND ADJUDGED** that:

1. Defendant's Amended Motion For Summary Final Judgment As To Count II Of Plaintiff's Complaint is **GRANTED**.
2. Plaintiff's Motion To Amend Complaint is **DENIED**.
3. Final judgment is entered in favor of Defendant, the School Board of Bay County, Florida, and against Plaintiff, Johanna Beanblossom, on Count II of Plaintiff's Complaint. Plaintiff shall take nothing by this action and Defendant shall go hence without day.
4. The Court reserves jurisdiction to consider requests for attorney's fees and costs.

DONE AND ORDERED in chambers, Bay County, Florida, this 4 day of January, 2017.


JAMES B. FENSOM
CIRCUIT JUDGE

I HEREBY CERTIFY that a true and exact copy of the forgoing has been sent by electronic delivery to Dixon Ross McCloy, Jr., Esq. at rmccloy@hsmclaw.com, bholland@hsmclaw.com and lbenjamin@hsmclaw.com, and Cecile Scoon, Esq. at cmscoon1@knology.net and cmscoon2@knology.net, on this 4th day of January, 2017.


Ann Nelson, Judicial Assistant

**IN THE CIRCUIT COURT OF THE
FOURTEENTH JUDICIAL CIRCUIT
IN AND FOR BAY COUNTY, FLORIDA**

JOHANNA BEANBLOSSOM,

Plaintiff,

v.

THE SCHOOL BOARD OF BAY COUNTY, FLORIDA,

Defendant.

Case No.: 13-2015-CA

ORDER DENYING PLAINTIFF'S MOTION FOR REHEARING

THIS MATTER is before the Court on Plaintiff's Motion For Rehearing, filed on January 20, 2017. Having considered the motion, Defendant's response, the court file and records, and being otherwise fully advised, the Court finds that the motion is due to be denied. The purpose of a motion for rehearing or reconsideration is not to reargue the merits of the case. Rather, it is "to give the trial court an opportunity to consider matters which it overlooked or failed to consider." *Carollo v. Carollo*, 920 So. 2d 16, 19 (Fla. 3d DCA 2004). The Court has considered the case law, arguments, and evidence submitted by both parties in making its determination. Plaintiff raises no new issues for consideration.

Therefore, it is hereby **ORDERED AND ADJUDGED** that Plaintiff's Motion For Rehearing is **DENIED**.

DONE AND ORDERED in chambers, Bay County, Florida, this 6 day of February, 2017.


JAMES B. FENSOM
CIRCUIT JUDGE

I HEREBY CERTIFY that a true and exact copy of the forgoing has been sent by electronic delivery to Dixon Ross McCloy, Jr., Esq. at rmccloy@hsmclaw.com, bholland@hsmclaw.com and lbenjamin@hsmclaw.com, and Cecile Scoon, Esq. at cmscoon1@knology.net and cmscoon2@knology.net, on this 6th day of February, 2017.


Ann Nelson, Judicial Assistant

App 14
Appellate Court Order
Affirming Trial Court

FIRST DISTRICT COURT OF APPEAL
STATE OF FLORIDA

No. 1D17-0980

JOHANNA BEANBLOSSOM,

Appellant,

v.

BAY DISTRICT SCHOOLS, BAY
COUNTY, FLORIDA,

Appellee.

On appeal from the Circuit Court for Bay County.
James B. Fensom, Judge.

January 14, 2019

PER CURIAM.

Johanna Beanblossom appeals the denial of her motion for leave to amend her complaint. Beanblossom argues that the trial court abused its discretion because she had never previously sought to amend her complaint, the case was still in the summary judgment stage, and the amendments were based upon similar facts. We find no abuse of discretion and affirm.

I.

Beanblossom filed a two-count complaint against Bay District Schools in December 2013, alleging in Count I a whistleblower claim under section 112.3187, Florida Statutes, and in Count II a negligent retention claim. The complaint alleged that

Bay District Schools did not properly investigate her complaints, fired her for making these complaints, and failed to fire the employee she complained about.

Over a year later, Bay District Schools filed a motion for summary judgment on Count I and, despite the response Beanblossom filed on the morning of the hearing almost a year later, the trial court granted the motion. Beanblossom does not assert any error as to Count I in this appeal.

Bay District Schools' answer to Beanblossom's complaint alleged as to Count II that Beanblossom failed to comply with section 768.28(6)(a), Florida Statutes, which requires notice to be provided to the State prior to bringing an action. Over two years later, Bay District Schools filed a motion for summary judgment on Count II on this basis. Beanblossom responded with plainly meritless arguments as the November 8, 2016, hearing date drew closer until November 7, at 11:34 p.m., when she filed a motion for leave to amend her complaint. This proposed amended complaint would add an additional defendant and assert four counts, including another negligence claim based on a different factual theory and a claim asserting a First Amendment violation. Bay District Schools objected.

After the November 8 hearing, the trial court entered an order granting Bay District Schools' motion for summary judgment as to Count II. The order also denied Beanblossom's motion for leave to amend the complaint, finding the following:

Plaintiff's motion to amend comes three years into this litigation, after extensive discovery, and on the eve of a hearing for final summary judgment. This last minute request appears to be an attempt to circumvent summary judgment and escape the effects of failing to comply with section 768.28 despite being aware of the statute and having time to cure well within the statutory period. Moreover, the addition of a new defendant and the [Federal section] 1983 claim introduces new issues into the litigation. . . . Under these circumstances, the Court finds it appropriate to deny Plaintiff's motion to amend.

After the trial court denied Beanblossom's motion for rehearing, she filed this appeal.¹

II.

"The Florida Rules of Civil Procedure encourage a policy of liberality in allowing litigants to amend their pleadings, especially prior to trial; this policy exists so that cases will be tried on their merits." *Morgan v. Bank of New York Mellon*, 200 So. 3d 792, 795 (Fla. 1st DCA 2016). Although permitting pleading amendments is encouraged, when making this determination, trial courts should consider prejudice to the opposing party, abuse by the moving party, and whether the proposed amendments would be futile. *Id.* (quoting *Cedar Mountain Estates, LLC v. Loan One, LLC*, 4 So. 3d 15, 16 (Fla. 5th DCA 2009)). We review this ruling for abuse of discretion. *Id.*

Taking the last of these considerations first, we note that Beanblossom asserts that the additional claims she raised in the proposed amended complaint are not futile. We disagree. She asserted a new theory of negligence against Bay District Schools, but it suffers the same notice defect as her prior claim. And her First Amendment claim—that she was retaliated against for speaking as a citizen when making complaints to various school district personnel—is futile because she did not speak as a citizen. *See Slay v. Hess*, 621 Fed. Appx. 573, 576 (11th Cir. 2015) (quoting *Boyce v. Andrew*, 510 F. 3d 1333, 1343 (11th Cir. 2007)) ("In complaining to her superiors at work about how time was allotted, she was speaking as an employee, and when a government employee speaks as an employee 'there can be no First Amendment issue, and the constitutional inquiry ends.'"). Because the proposed amendments would have been futile, the

¹ Beanblossom also appeals the order granting summary judgment in favor of Bay District Schools on Count II. We find no error in this order.

trial court did not abuse its discretion in disallowing the amendments.²

III.

Trial courts are encouraged to allow amendments to pleadings, but the right to amend is not unlimited. Because we find no abuse of discretion in the trial court's determination that the amendments were unwarranted, we AFFIRM.

MAKAR, WINOKUR, and WINSOR, JJ., concur.

Not final until disposition of any timely and authorized motion under Fla. R. App. P. 9.330 or 9.331.

Cecile M. Scoon of Peters & Scoon, Panama City, for Appellant.

Heather K. Hudson and Dixon Ross McCloy, Jr., of Harrison, Sale, and McCloy, Panama City, for Appellee.

² Because we find that the proposed amendments would have been futile, we need not address whether they would have caused prejudice to the opposing party or whether they constituted abuse.

App 15
Motion for Rehearing

App Rec 901

**THE FIRST DISTRICT COURT OF APPEAL
2000 Drayton Drive
Tallahassee, Florida 32399-0950
Telephone No. (850) 488-6151**

**JOHANNA BEANBLOSSOM,
APPELLANT,**

v.

**THE SCHOOL BOARD OF
BAY COUNTY, FLORIDA,
APPELLEE.**

**LT Case No. 13002015CA
HT Case No. 1D17-0980**

MOTION FOR REHEARING

Comes now the Appellant and moves this Honorable Court for a rehearing and states with particularity, in the opinion of the Appellant, the points of law and fact that the court has overlooked or misapprehended in its order.

First, the Honorable Appellate Court found that the proposed Amended Complaint would have been futile for several reasons. The reason stated by the court as to why it found the negligence counts to be futile was because they allegedly suffered from the same defect as the original complaint. This reasoning was based on an alleged fact that was misapprehended by the court, as the Appellant stated in paragraph 35 of the Proposed Complaint (App. R. 698-739) that she was complaining about the false affidavit of the Principal that was placed in Court records on January 2015 when Appellee well knew that the statements contained in the Affidavit were false, and in paragraph 37 for failure to hire Appellant for work from summer 2013 through September 2015.

Then in paragraph 63 of the Proposed Amended Complaint, Appellant stated that she had met the Notice requirement of F.S. 768, by filing Notice to sue with the agency within the time

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required. Therefore, that earlier defect, of failure to provide notice which was the sole basis for the dismissal of the original count, was removed and counts II and III of the Proposed Amended Complaint were not futile and should have been allowed to be amended. Dimick v Ray, 774 So 2d 830 (4DCA 2000).

Second, the stated reasons that this Honorable Court found the First Amendment count to be futile were that the Appellant could not complain about bullying and failure of the school to protect students and teachers as a citizen when she was employed as a teacher and had a duty to report these allegations pursuant to her work. This analysis fails to take into account that in paragraph 37 and 38 of the Proposed Amended Complaint, which were incorporated in the other counts, Appellant stated that she was retaliated against unlawfully because she filed a lawsuit; and she was told that if she dismissed her lawsuit then her chances for employment with the school board would go up. (App R. 355, Deposition Michalik p 78 l 21-25)

It was certainly not Appellant's duty as an employee or former employee of the School Board to file a lawsuit against the school board, and therefore Appellant's First Amendment rights were intact and it was not futile for her to file a complaint based on violation of her First Amendment rights.¹ Slay v Hess, 621 Fed. Appx. 573 (11th Cir. 2015). Therefore Appellant

¹ The court did not address the issue of prejudice to opposing party or abuse, but if it does, Appellant contends that the Court should consider that over 1 year of delay in the litigation was due to the Appellee's refusal to provide needed discovery and only did so after Appellant filed a Motion to Compel. (App R. 668-676) Under these circumstances, the Appellee should not be allowed to benefit from the delay that it engendered in the litigation. In addition, the additional Defendant mentioned by the trial court was only the Superintendent of the school Board, in his official Capacity, to comply with the statutory pleading requirements. Therefore, the additional Defendant was essentially the alter ego or the same party as the School Board. The "new" Defendant added no more complexity to the case. Furthermore, Appellant first filed her Motion for Leave to Amend on October 21, 2016, over two weeks before the scheduled hearing so it was no surprise. (App. R. 680-690) Finally, almost all of the First Amendment complaint was the same as the Whistleblower Count and therefore not a surprise and added almost no additional burden to the Appellee.

contends that count IV of the Proposed complaint was not futile and should have been allowed to be amended.

Appellant prayerfully requests a Rehearing as stated above.

Dated: January 29, 2019.

Cecile M. Scoon /s/
Cecile M. Scoon, Esq.
FL Bar No. 834556
Peters & Scoon
25 East 8th Street
Panama City, FL 32401
Telephone: 850-769-7825
Fax: 850-215-0963
Attorney for Appellant
Johanna Beanblossom

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Motion for Rehearing was filed electronically and also served by email to Dixon Ross McCloy Jr., Esq., Heather K. Hudson, Esq. and Casey King, Esq. 304 Magnolia Ave. P.O. Drawer 1579 Panama City, Florida 32402 at rmccloy@hsmclaw.com, hudson@hsmclaw.com, cking@hsmclaw.com, and their assistants at bholland@hsmclaw.com and lbenjamin@hsmclaw.com on this 29th day of January 2019.

Cecile M. Scoon /s/
Cecile M. Scoon, Esq.

App 16

Order Denying
Motion for Rehearing

App 902

DISTRICT COURT OF APPEAL, FIRST DISTRICT
2000 Drayton Drive
Tallahassee, Florida 32399-0950
Telephone No. (850)488-6151

February 15, 2019

CASE NO.: 1D17-0980

L.T. No.: 13-002015CA

Johanna Beanblossom

v.

Bay District Schools, Bay County,
Florida

Appellant / Petitioner(s),

Appellee / Respondent(s)

BY ORDER OF THE COURT:

Appellant's motion filed January 29, 2019, for rehearing is denied.

I HEREBY CERTIFY that the foregoing is (a true copy of) the original court order.

Served:

Dixon Ross McCloy Jr.
Heather K. Hudson

Cecile M. Scoon

th


KRISTINA SAMUELS, CLERK



App ~~16~~ 17
Notice of Conflict.
Jurisdiction

App 903



**THE FIRST DISTRICT COURT OF APPEAL
2000 Drayton Drive
Tallahassee, Florida 32399-0950
Telephone No. (850) 488-6151**

**JOHANNA BEANBLOSSOM,
APPELLANT,**

v.

**THE SCHOOL BOARD OF
BAY COUNTY, FLORIDA,
APPELLEE.**

**LT Case No. 13002015CA
HT Case No. 1D17-0980**

NOTICE OF DISCRETIONARY JURISDICTION

COMES NOW, JOHABBA BEANBLOSSOM, Petitioner, by and through her undersigned counsel, and files this Notice that she seeks to obtain the discretionary review of the Supreme Court of Florida of the Order of this Court filed February 15, 2019, denying Petitioner's Motion for Rehearing and the First DCA's Order and written opinion affirming the trial court order dated January 14, 2019.

RECEIVED, 03/18/2019 09:14:33 PM, Clerk, Supreme Court

Appellant contends that the Supreme Court should assert jurisdiction over this matter because the appellate court's ruling is in direct and express conflict with prior cases.

Appellant contends that the lower court's ruling expressly and directly conflicts with a decision of another district court of appeal or of the Supreme Court on the same question of law. Copies of the Orders sought to be appealed are attached to this notice.

Dated 18 March 2019

Cecile M. Scoon /s/
Cecile M. Scoon, Esq.
FL Bar No. 834556
Peters & Scoon
25 East 8th Street
Panama City, FL 32401
Telephone: 850-769-7825
Fax: 850-215-0963
Attorney for Appellant
Johanna Beanblossom

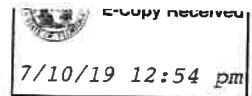
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Notice of Seeking Discretionary Jurisdictional Review was filed electronically and also served by email to Dixon Ross McCloy Jr., Esq., Heather K. Hudson, Esq. and Casey King, Esq. 304 Magnolia Ave. P.O. Drawer 1579 Panama City, Florida 32402 at rmccloy@hsmclaw.com, hhudson@hsmclaw.com, cking@hsmclaw.com, and their assistants at bholland@hsmclaw.com and lbenjamin@hsmclaw.com on this 18th day of March 2019.

Cecile M. Scoon /s/
Cecile M. Scoon, Esq.

App 18. Florida Supreme
Court Order Denying Jurisdiction

904



Supreme Court of Florida

WEDNESDAY, JULY 10, 2019

CASE NO.: SC19-455
Lower Tribunal No(s).:
1D17-980;
032013CA002015CAXXXX

JOHANNA BEANBLOSSOM vs. BAY DISTRICT SCHOOLS, ETC.

Petitioner(s)

Respondent(s)

This cause having heretofore been submitted to the Court on jurisdictional briefs and portions of the record deemed necessary to reflect jurisdiction under Article V, Section 3(b), Florida Constitution, and the Court having determined that it should decline to accept jurisdiction, it is ordered that the petition for review is denied.

No motion for rehearing will be entertained by the Court. *See* Fla. R. App. P. 9.330(d)(2).

POLSTON, LABARGA, LAWSON, LUCK, and MUÑIZ, JJ., concur.

A True Copy

Test:

John A. Tomasino
Clerk, Supreme Court



db

Served:

HEATHER K. HUDSON
D. ROSS MCCLOY JR.
CASEY J. KING
CECILE M. SCOON

HON. JAMES BALL FENSOM, JUDGE
HON. BILL KINSAUL, CLERK
HON. KRISTINA SAMUELS, CLERK