

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

817 Bill Beck Boulevard • Kissimmee • Florida 34744-4492
Phone: 407-870-4600 • Fax: 407-870-4010 • www.osceolaschools.net

SCHOOL BOARD MEMBERS

District 1 – Teresa “Terry” Castillo – Chair
407-577-5022
District 2 – Julius Melendez – Vice Chair
321-442-2862
District 3 – Jon Arguello
407-433-9082
District 4 – Clarence Thacker
407-870-4009
District 5 – Robert Bass
407-870-4009



Superintendent of Schools
Dr. Debra P. Pace

February 2, 2022

Via U.S. Mail

Office of Governor Ron DeSantis
State of Florida
The Capitol
400 S. Monroe St.
Tallahassee, FL 32399-0001

Re: Michael Horner v. Jon Arguello, Osceola County School Board Member

Honorable Governor DeSantis:

On behalf of the School Board of Osceola County, Florida, and as voted on at the February 1, 2022, School Board meeting, by a 4-0 vote, voted to reprimand and censure Board Member Arguello, and forward this matter to your Office for review. Enclosed is a copy of an independent investigation on the conduct of Osceola County School Board Member Jon Arguello.

The investigation stemmed from a complaint received by Mr. Gary Wilson, Counsel for Mr. Michael Horner, alleging that Board Member Arguello had repeatedly solicited Mr. Horner for campaign contributions to his sister, Jennifer Arguello. Ms. Arguello is challenging current Osceola School Chair, Terry Castillo. When Mr. Horner politely and respectfully declined, Mr. Arguello attacked and harassed Mr. Horner and Macy Island. The complaint further alleged that since Mr. Arguello's election to the School Board, he had voiced no concerns about Mr. Horner personally, his credentials, his contract with the School Board, or his performance as a lobbyist. It was only when Mr. Horner rebuffed his inappropriate solicitations that Mr. Arguello began his retaliatory slander and harassment campaign.

Based on the allegations, and at the direction of the School Board, the School Board's General Counsel, Mr. Frank Kruppenbacher, moved forward with an external investigation, which was handled independently by Mr. David Delaney with the Dell Graham Law Firm in Gainesville, Florida.

Mr. Delaney conducted detailed interviews with multiple individuals that worked in and outside of the School District offices. Mr. Delaney informed the witnesses about the nature of the investigation and his role as an independent investigator. The findings contained in Mr. Delaney's Report are based on witness interviews and documents provided to Mr. Delaney, including Mr. Horner's Complaint, which is attached as Exhibit A. Each witness was provided the opportunity to submit additional relevant documents. Mr. Delaney's detailed investigative report is also attached as Exhibit B, which includes Mr. Arguello's interview transcript.

Mr. Delaney's investigative report stated, "Mr. Arguello did engage in intimidating and hostile acts against the vendors business interests that appear to be beyond the scope of his duty as a Board Member of oversight of School District contracts and funds." Based on the foregoing, there is reasonable cause to believe that Mr. Arguello violated Osceola County School Board Rule 2.70(V)(B)(2). The Rule is attached hereto as Exhibit C.

In accordance with Osceola County School Board Rule 2.70(V)(B)(2)(c) which states, "If reasonable cause is recommended by the investigator against a School Board Member or the Superintendent, if the Superintendent is an elected official, the recommendation shall within twenty (20) days be forwarded to the Governor's office to determine if there is evidence that a misfeasance or malfeasance of office occurred. The Governor's office will be responsible for taking any necessary action in accordance with applicable law with reference to an elected official," the Board respectfully requests that that the Governor's Office

We take the findings of the independent investigator very seriously and consider harassment and intimidation by a school board member to be a misuse of an elected political office.

Florida Statutes vest all rights for discipline or suspension in the hands of the governor. By this submission we are asking you to review this matter and take whatever actions you deem appropriate to protect the public and prevent this from happening in the future.

Thank you very much for your time attention to this matter

Respectfully submitted,



Teresa Castillo
Chair – District 1
The School Board of Osceola County, Florida

Cc: Julius Melendez, Vice-Chair – District 2
Jon Arguello, School Board Member – District 3
Clarence Thacker, School Board Member – District 4
Robert Bass, School Board Member – District 5
Dr. Debra P. Pace, Superintendent
Gary Wilson, Counsel for Mr. Michael Horner

Attachments: Exhibit A – Mr. Horner's Complaint
Exhibit B – Mr. Delaney's Investigative Report
Exhibit C – Osceola County School Board Rule 2.70(V)(B)(2)



WILSON MCCOY P.A.
— WORK MATTERS —

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in work matters and related litigation.*

(407) 803-5400 Tel.
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July 26, 2021

VIA EMAIL (Frank.Kruppenbacher@osceolaschools.net)
& REGULAR U.S. MAIL

Frank Kruppenbacher, Esq.
School Board Attorney
Osceola County Public Schools
817 Bill Beck Boulevard
Kissimmee, Florida 34744

**** Re: Notice of Coercion, Retaliation and Harassment by School Board Member
Jon Arguello Against Michael Horner (Macy Island Consulting, LLC)
& Public Records Request ****

Dear Frank:

Please be advised that this firm represents Mr. Michael Horner, consultant (“Mr. Horner”), and his company, Macy Island Consulting, LLC (“Macy Island”), with respect to corporate and employment-related matters.

Mr. Horner has engaged our firm concerning political coercion by current Osceola School Board member, Jon Arguello (“Mr. Arguello” or “Member Arguello”), and subsequent retaliation by him against Mr. Horner and Macy Consulting. Accordingly, please direct any and all future correspondence to the undersigned at the above address.

I. Background

As you know, Mr. Horner and Macy Island have been providing legislative consulting services to the Osceola County School Board (“the School Board”) for the past 7 years. The current contract between the School Board and Macy Island is dated December 18, 2018 and covers the term of January 1, 2019 through December 31, 2022.

Our client has achieved all of the goals established by the School Board through and including the most recent legislative session. By all accounts the School Board has been very pleased with Mr. Horner’s efforts.

II. Member Arguello Engages in Improper Solicitation & Retaliation

Over the past few months, Mr. Arguello has repeatedly solicited Mr. Horner for campaign contributions to his sister, Jennifer Arguello. Ms. Arguello is challenging current Osceola School

Board Vice Chair, Terry Castillo. When Mr. Horner politely and respectfully declined, Mr. Arguello attacked and harassed Mr. Horner and Macy Island.

Since Mr. Arguello's election to the School Board, he has voiced no concerns about Mr. Horner personally, his credentials, his contract with the School Board, or his performance as lobbyist. It was only when Mr. Horner rebuffed his inappropriate solicitations that Mr. Arguello began his retaliatory slander and harassment campaign.

A. Timeline

The tenor, substance, and timing of Mr. Arguello's communications and actions tell a very clear story:

1. During his tenure on the Board, Mr. Arguello frequently communicated with Mr. Horner via phone, text, and through in-person meetings. For most of that time, those discussions were appropriately focused on the School Board's policy goals which Mr. Horner was working to achieve. If Mr. Arguello had genuine concerns about the Macy Island contract or Mr. Horner's performance, he had every opportunity to raise them. However, Mr. Arguello never did.
2. Mr. Arguello's decline into impropriety started on or about March 10, 2021. On that day, Mr. Horner met with Mr. Arguello to brief him about the ongoing legislative session in Tallahassee. During the meeting, Mr. Arguello veered off-topic and began criticizing current School Board Vice Chair Terry Castillo. This was prior to Mr. Arguello's sister entering the School Board race. After making his own feelings known, he asked Mr. Horner if he intended to support Ms. Castillo's re-election. Mr. Arguello told Mr. Horner that supporting Ms. Castillo was a bad idea. Mr. Horner informed Mr. Arguello that he would likely support Ms. Castillo because she was doing a good job and was the incumbent. Mr. Horner then redirected the conversation back to School Board business. Notably, Mr. Arguello expressed no concerns about Mr. Horner's performance or the Macy Island contract, which was more than two years into its four-year term.
3. As the legislative session progressed—from the beginning of March through the end of April 2021—Mr. Horner and Mr. Arguello had multiple text exchanges. Mr. Horner provided regular updates and responded to questions from Mr. Arguello. Again, Mr. Arguello expressed no concerns about our client's performance or the Macy Island contract.
4. On April 27, 2021, Mr. Arguello texted Mr. Horner an unsolicited "Donorbox" link connected to his sister's campaign to unseat Ms. Castillo. (See attached document #1). Our client did not respond to the text.

5. After Mr. Arguello's initial overtures did not have the desired effect, he tried a less subtle approach. On June 8, 2021, Mr. Arguello texted Mr. Horner the following message: *"Hey Mike how's it going? I see you are popping up on [campaign finance] reports this month. I hope my sister can also depend on your generous support."* Mr. Horner responded, *"I look forward to meeting her, I haven't had the pleasure. As I told you when we met for coffee that day, it was my intention to support Terry as I think she has done a good job and is an incumbent. Just as I imagine you would want my support when you run for reelection as an incumbent."* (See attached document #2). Once again, Mr. Arguello made no mention of any concern regarding Mr. Horner's performance. Following the June 8, 2021 text, Mr. Horner received no further communication from Mr. Arguello until he saw him at the July 13th School Board meeting.
6. To our knowledge, Mr. Arguello had never expressed— to the Superintendent, district staff, or anyone else— any dissatisfaction with Mr. Horner's job performance or the Macy Island contract.
7. The July 13, 2021 School Board meeting included an agenda item for "Lobbying Effort for Education-Related Legislation." The topic of the agenda item was a presentation on the outcome of the 2021 legislative session, not a contract review of any of the School District's three current lobbyists.

When the Board reached that agenda item, Mr. Arguello offered no input on the outcome of the legislative session or thoughts regarding the upcoming session. He spent no time and offered no discussion regarding issues that could benefit Osceola students or the School District.

Instead, Mr. Arguello determined to make Mr. Horner and Macy Island pay for daring to refuse his advances on behalf of his sister. He launched a series of ad hominem attacks on Mr. Horner and his contract with the School Board. He repeatedly questioned Mr. Horner about "not being registered" to lobby. Mr. Horner is registered to lobby on behalf of the Osceola School District. (See attached document #3). Clearly, Mr. Arguello was not going to let the truth or his actual duties as a School Board Member interfere with his personal agenda.

Mr. Arguello's diatribe went on for so long that the Chair had to cut him off to bring the meeting to order and return to the actual agenda and the legislative report. Even then, Mr. Arguello was determined to continue, stating that he had gone through the Macy Island contract and highlighted sections he claimed were in breach.

Simply put, Mr. Arguello's attacks were not aimed at serving the children of the district, they were an attempt to smear Mr. Horner, damaging his well-earned, positive association with the School Board, and tortiously interfere with the Macy Island

contract. Mr. Arguello wanted to use his position on the Board to punish Mr. Horner for refusing to contribute to his sister's campaign.

8. Mr. Arguello was and is intent on damaging Mr. Horner, both professionally and financially, and he did not limit his campaign to the School Board meeting. On July 19, 2021, Mr. Horner learned that Mr. Arguello had contacted another Macy Island client, unassociated with Osceola Schools, and attempted to persuade the client to terminate their contract with Mr. Horner. We believe this constitutes tortious interference by Mr. Arguello.

As you know, "[t]he elements of a cause of action based on tortious interference with a business relationship are (1) the existence of a business relationship, (2) the defendant's knowledge of the relationship, (3) the defendant's intentional and unjustified interference with the relationship and (4) damage to the plaintiff as a result of the breach of the relationship. See Walters v. Blankenship, 931 So. 2d 137, 139 (Fla. 5th DCA 2006), citing Ethan Allen, Inc. v. Georgetown Manor, Inc., 647 So.2d 812 (Fla.1994); Sobi v. Fairfield Resorts, Inc., 846 So.2d 1204 (Fla. 5th DCA 2003).

Moreover, our Fifth DCA has noted, "[e]ven if the contract is terminable at will, the interferer's actions are tortious... if the motive is purely malicious and not coupled with any legitimate competitive economic interest," as appears to clearly be the case here by Member Arguello. See Heavener, Ogier Services, Inc. v. R. W. Florida Region, Inc., 418 So. 2d 1074, 1077 (Fla. 5th DCA 1982),

9. Mr. Arguello was determined to "shoot first and ask questions later." It was only after making his false allegation that Mr. Horner was not registered to lobby, Mr. Arguello sent an email request for information to the Public Integrity and Elections Committee to actually inquire about the status of Mr. Horner's lobby registration. The Committee confirmed that Mr. Horner was indeed registered. Knowing that his lies about registration were easily disproved, Mr. Arguello latched onto a new theory regarding certain disclosure requirements. Those deficiencies were easily remedied, and Mr. Arguello was told as much. The Florida House of Representatives staff representative informed Mr. Arguello that they did not see any deficiencies worthy of further inquiry or concern by the House, and that Mr. Horner had responded appropriately to the matters brought to his attention. Mr. Arguello's response to the House staff's email is best described as a temper tantrum. Mr. Arguello wanted to hurt Mr. Horner, and he was furious that the House staff would not countenance his unfounded, self-serving criticism of Mr. Horner. (See document #4 attached).

Mr. Arguello's conduct is unethical, violates your Board's own policies (see below), and is clearly retaliatory. Mr. Arguello is using his Board position to punish Mr. Horner for refusing to financially support his sister's political campaign. Such conduct must not be tolerated.

10. On July 21, 2021, Mr. Arguello sent a deceptive and fraudulent "press release" to numerous media outlets using the School District Media List, on School District stationery, and from his School District email. He then posted the deceitful document on his district Facebook page and shared it to several other Facebook groups. (See documents #5 (a) –(d) attached).

The fake press release made personal attacks against Mr. Horner completely unrelated to his work for the School Board. Mr. Arguello used his position in an attempt to dredge up long-known (and long-resolved) issues to repackage an old story and get it printed again with the sole purpose of embarrassing our client and subjecting him to public ridicule. Mr. Arguello is free to spend his own time in a misguided attempt to advance a personal vendetta, but he is not free to use his position, his title, or School District resources to do it. In addition, we feel certain that several participants in the July 13 meeting would strongly object to the characterization of their quotes in the fake press release. We note that the document was written in third person, using School District indicia, in a clear effort to mislead the media and public into believing the document to be a genuine press release being issued by the School District.

Mr. Arguello's motives are personal and political. We believe that including political material on School District stationery and distributing such material using a School District email address is a violation of School District Policy.

We believe that creation and distribution of this document likewise constitutes harassment as defined by the School Board rules Chapter 2.70+, in that it has the purpose or effect of creating an intimidating, hostile, or offensive work or academic environment and otherwise adversely affects our client's employment performance.

Furthermore, it violates the School District's prohibition against threatening, intimidating, or hostile acts, such as stalking or written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the school or School District office premises or circulated in the workplace or academic environment.

In the unlikely event that this press release was approved by the School District for distribution, please notify us immediately. If it was not approved, we request the School Board take appropriate disciplinary action against Mr. Arguello.

B. Claims/Concerns

The foregoing acts of political coercion, harassment, and retaliation have caused genuine harm to Mr. Horner and Macy Island. Please consider this letter as a complaint against a School

Board member as defined School Board Rules 2.70* + V.B. 2 & 3, under “Prohibiting Discrimination Including Sexual and **Other Forms of Harassment.**” (Emphasis added).

Specifically, the Policies of this Board state as prohibited:

*B. Examples of **prohibited actions**, which may constitute harassment include, but are not limited to, the following:*

- 1. Epithets, slurs or negative stereotyping;*
- 2. **Threatening, intimidating or hostile acts, such as stalking; or***
- 3. **Written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the school or School District office premises or circulated in the workplace or academic environment.***

(2020-21 Osceola School Board Rules, p.67; emphasis added).

The acts of Member Arguello against Mr. Horner fall squarely within “other forms of harassment” and/or the above referenced “prohibited actions” in bold. By virtue of this letter and on behalf of Mr. Horner, we are therefore submitting this complaint to you as required under Policy 2.70* + VII.A.3 (p. 68 of Policies).

In addition, Mr. Horner is also by this letter/complaint entitled to and seeking an outside and independent investigation pursuant to Policy 2.70* + VII.B.2.a. (p. 71 of Policies).

Accordingly, we request an outside and independent investigation of Mr. Arguello’s illegal and unethical actions. We request the investigation include, but not be limited to, the following issues:

- 1) Mr. Arguello’s political coercion and retaliation against Mr. Horner and Macy Island Consulting;
- 2) Mr. Arguello’s harassment of Mr. Horner; and
- 3) Mr. Arguello’s abuse of School District Stationary, School District Seal, School District email, School District Facebook page and School District media list to distribute a fraudulent, deceptive, and clearly political “Press Release” attacking Mr. Horner.

If the District refuses to act, it could be construed as tacit approval of Mr. Arguello’s potentially illegal and unethical conduct and thereby expose the School District to legal jeopardy.

The foregoing acts of political coercion, retaliation and harassment against Mr. Horner and Macy Consulting could result in legal action against Member Arguello for which we are writing to inform you and copying the Superintendent and Board. We are hopeful that you will admonish Mr. Arguello to cease his retaliatory conduct immediately.

Because Mr. Arguello has a clear conflict of interest, by virtue of this letter, we are requesting that Mr. Arguello abstain from future votes or discussions related to Mr. Horner's lobbying contract with the Osceola School Board. We are also requesting on behalf of Mr. Horner that he and this firm be informed of any other actions Mr. Arguello takes within the School District to seek to retaliate and punish Mr. Horner for refusing to donate to his sister's campaign.

Furthermore, it has been brought to our attention that Mr. Arguello has begun contacting other clients of Mr. Horner in an effort to damage his reputation and persuade them to discontinue employing Mr. Horner. As Mr. Horner contemplates possible civil action for tortious interference against Mr. Arguello, we want to confirm the School Board will not be paying Mr. Arguello's legal fees, as his actions are ultra vires, and not within his duties and authority as a member of the School Board.

We are also seeking to know whether the School District and/or School Board rules permit Mr. Arguello to use School District Stationary, School District Seal, School District Email, School District Facebook Page and School District Media list to distribute a fraudulent, deceptive, and clearly political "Press Release" attacking our client? Please provide a response to this inquiry.

III. Public Records Request

Finally, this letter shall also serve as a request for documents in accordance with the Public Records Act, Chapter 119, Florida Statutes. We would like this request delivered to the custodian of these records as defined by the Public Records Act, in order to have this request addressed.

The School District may provide this information in a readily accessible electronic format (such as PDF or Microsoft Excel). A request is hereby made for the following records:

1. Any and all communications of any type, including but not necessarily limited to, email, text messages, letters, memos, etc. from and to Member Arguello and School District staff regarding Mr. Horner and/or Macy Island from the date that Member Arguello became a member of the School Board, to the date of responding to this request.
2. Any and all communications of any type, including but not necessarily limited to, email, text messages, letters, memos, etc. from and to Member Arguello and anyone outside of the District staff (e.g., member of the public) regarding Mr. Horner

and/or Macy Island from the date that Member Arguello became a member of the School Board, to the date of responding to this request.

3. A copy of any and all communications of any type, including but not necessarily limited to, email, text messages, letters, memos, etc. from and to Member Arguello and School District vendors concerning seeking campaign contributions for his sister, Jennifer Arguello.

You or your staff's assistance in responding to the foregoing request would be greatly appreciated. If the reasonable costs exceed \$50.00, please contact our office prior to making any copies. If the School Board/District is claiming a full or partial exemption to this request, please state, in writing and with particularity, the basis for the exemption, the statutory citation, and the reason(s) for the conclusion that the record(s) is exempt. (See Section 119.07 (1)(c-f), Florida Statutes).

Once we have received the requested public records from the School District and answers to the other questions posed herein and depending upon the outcome of the requested outside independent investigation, Mr. Horner and our firm will determine what civil action is appropriate, e.g., possibly notifying the Orange-Osceola State Attorney's office and the Florida Division of Ethics, regarding Mr. Arguello's illegal and unethical conduct.

Thank you for your consideration and attention to this matter. We respectfully request a response **within ten (10) days, i.e., by next Thursday, August 5th**, if possible. If a call is desired to discuss these issues, please let us know and we will schedule a call.

On behalf of Mr. Horner, we look forward to a reply on behalf of the School Board to these requests in hopes of achieving an amicable resolution.

Sincerely,



Gary D. Wilson

/attachments

cc: Dr. Debra Pace, Supt., via Debra.Pace@osceolaschools.net
Robert Bass, Bd. Member, via Robert.Bass@osceolaschools.net
Terry Castillo, Bd. Member, via Terry.Castillo@osceolaschools.net
Julius Melendez, Bd. Member, via Julius.Melendez@osceolaschools.net
Clarence Thacker, Bd. Member, via Clarence.Thacker@osceolaschools.net
Jon Arguello, Bd. Member, via Jon.Arguello@osceolaschools.net

Mr. Michael Horner, Macy Island Consulting, LLC

New iMessage

Cancel

To: Jon Arguello

Just wanted you to know
Conference closed out the K-12
budget. Compression was
funded and the DCD
methodology is unchanged.

As you may have have heard,
they are going to use Federal
money to give teachers and
principals a one time \$1,000
bonus and putting \$6.8 Billion
in reserves for DOE to figure
out how to spend later.

I heard. Thanks

Tue, Apr 27, 5:14 PM

**Arguello for School
Board | Arguello for
School Board (Powered
by Donorbox)**

donorbox.org



8:30 ↗

LTE 

Exhibit 2

New iMessage

Cancel

To: Jon Arguello

Let me know if this is what you needed or if you want something else

Tue, Jun 8, 7:59 PM

Hey Mike how's it going? I see you are popping up on reports this month. I hope my sister can also depend on your generous support.

I look forward to meeting her, I haven't had the pleasure. As I told you when we met for coffee that day, it was my intention to support Terry as I think she has done a good job and is an incumbent.

Just as I imagine you would want my support when you run for reelection as an incumbent.

Read 6/8/21



07/14/21
08:00:08

FLORIDA LEGISLATURE - 2021 REGISTRATIONS BY LOBBYIST NAME

3101 W Dr Martin Luther King Jr Blv, Tampa, Florida 33607
Industry Code: 611210
Effective: 01/04/2021 -Canceled- 08/17/2021

Horner, Jacob (407) 617-2492
6600 Tavistock Lakes Blvd, Orlando, FL 32827-7589

Principal(s):

The Namours Foundation
10140 Centurion Pkwy N, Jacksonville, FL 32256-0532
Industry Code: 622110
Effective: 01/13/2021

Homer, Michael J. (407) 709-3087
2120 Macy Island Rd, 2120 Macy Island Rd, Kissimmee, FL
34744-6230

Lobbying Firm(s):

Macy Island Consulting
2120 Macy Island Rd, Kissimmee, FL 34744
Phone: (407) 709-3087

Principal(s):

Osceola County School District
817 Bill Beck Blvd, Kissimmee, FL 34744
Industry Code: 611110
Effective: 01/01/2021

3027 San Diego Rd, Jacksonville, FL 32203
Industry Code: 624110
Effective: 01/12/2021

DraftKings, Inc.

222 Berkeley St, 5th Floor, Boston, MA 02116-3753
Industry Code: 713290
Effective: 04/28/2021

Florida Beer Wholesalers Association

215 S Monroe St, Ste 340, Tallahassee, FL 32301
Industry Code: 813910
Effective: 01/12/2021

Florida Community Services Corp of Walton Co (dba Regional Utilities)

4432 Us Highway 98 E, Santa Rosa Beach, FL 32459-6026
Industry Code: 221320
Effective: 01/12/2021

Florida Goodwill Association

2705 51st Ave E, Bradenton, FL 34203
Industry Code: 453310
Effective: 01/12/2021

Florida Medical Association

PO Box 10269, Tallahassee, FL 32301
Industry Code: 813920
Effective: 01/12/2021

Greater Orlando Audition Authority

Exhibit 4

From: Rubottom, Don <Don.Rubottom@myfloridahouse.gov>
Subject: RE: Horner, Michael J. , lobbyist
Date: July 21, 2021 at 11:45 AM
To: Jon Arguello <Jon.Arguello@osceolaschools.net>
Cc: Office of Open Government <opengovernment@myfloridahouse.gov>, Helle, Jonathan <Jonathan.Helle@myfloridahouse.gov>, mike@macyisland.com

Mr. Aguello,

I am sorry I offended you. I have provided you more information than you requested thinking it would be helpful. Your feelings show me that there is no further point in discussing the matter.

I am forwarding your records request to our Office of Open Government. They ensure that we fully comply under the public records laws of the state.

I have no records of Mr. Horner contacting me. But I am willing to tell you that he called me after he received the copy of our first response to you, as any responsible lobbyist would do, to see what else he could do ensure better compliance. I have no records of that call.

Don Rubottom
Staff Director, Public Integrity & Elections Committee
850-717-4881
850-717-5216

From: Jon Arguello <Jon.Arguello@osceolaschools.net>
Sent: Wednesday, July 21, 2021 10:59 AM
To: Rubottom, Don <Don.Rubottom@myfloridahouse.gov>
Cc: Helle, Jonathan <Jonathan.Helle@myfloridahouse.gov>; 'Michael Horner' <Mike@macyisland.com>; Debra Pace <Debra.Pace@osceolaschools.net>; Frank Kruppenbacher <Frank.Kruppenbacher@osceolaschools.net>
Subject: Re: Horner, Michael J. , lobbyist

EXTERNAL EMAIL: This email originated from outside of the Legislature. USE CAUTION when clicking links or opening attachments unless you recognize the sender and know the content is safe.

Don

These emails are peculiar to me. I imagine your job is to provide answers not advocate on behalf of. I'm not asking for a condemnation or a pass. Mr. Horner is responsible for his actions, not your office. I'm not sure why you feel the need to make such a staunch defense of his actions. Is that the mandate of your office?

If you go back to the name of your office it says everything. Public integrity it's not about making excuses for people who make mistakes. I simply asked you if he was in compliance your job he said answer my questions yes or no, not with an explanation for Horner's lack thereof.

I understood the context when you first mentioned it. I get it, many lobbyists are not in Compliance. Is that what I should tell the public that depends on me to provide them with

good stewardship over their tax dollars? That Mr. Rubottom believes that Mr. Horner's lack of compliance with his office is excusable in his opinion because other lobbyists don't comply.

May I ask, and please take this as a formal records request, how many times has Mr. Horner contacted your office since my initial inquiry?

If it's not clear by now, I am offended and resent The fact that you are taking it upon yourself to resist a legitimate inquiry by an elected official that is trying to increase the level of integrity of a school district.

Mr. Horner not only failed to comply with your committees disclosure requirements for the school district, but also for our county. Potentially even for his private clients that we have no idea about. That is a very deep concern to me Mr. Roboto and your the defense of the behavior I imagine does not sit well with anyone who expects a high level of integrity from the people who lead the state.

After your input, should I take it at the fact that the state wrote these rules just for the hell of it? That the state leader ship had no intentions of anyone following the rules? Are you saying that your office has no interest in whether people follow the directions of the legislature or not? Be it intentional or due to poor housekeeping? And can you tell me whether this is the official policy?

Thanks for your help in keeping the business of government clean.

JHA

From: Rubottom, Don <Don.Rubottom@myfloridahouse.gov>

Sent: Wednesday, July 21, 2021 10:36 AM

To: Jon Arguello

Cc: Helle, Jonathan; 'Michael Horner'

Subject: RE: Horner, Michael J. , lobbyist

[EXTERNAL] - This email originates outside of The School District of Osceola County. Do not click links or open attachments unless you recognize the sender.

Mr. Arguello,

This morning I reviewed your initial email to Lobbyist Disclosure in light of our exchange yesterday and wish to add some clarification. Your use of the term "register" confused me because registration is in another joint office. We manage two kinds of specific disclosures required only by the House: public entity contracts and issue/bill disclosures. When Jonathan brought your initial inquiry to me for us to work through, the only information we had to comprehend your inquiry was that the contract was delivered to us last week. It was

that contract that I actually thought you were asking about because it clearly was late. As to the issue disclosure you have asked about, if you carefully checked our issue disclosure page at any time and did not see your lobbying issues disclosed, then they had not been disclosed as of that date. I note in fact that Mr. Horner updated his 2021 disclosures after receiving my email to you yesterday. That is better than never providing the specificity but of course does not change his prior compliance. Nonetheless, in light of the overall performance of other lobbyists and the nature of the 2021 session which involved much less on site lobbying, it does not surprise us to find a number who did not timely disclose some issues.

The complexity of it all shows you why we try not to play "gotcha" in this office but simply to help identify deficiencies and see that they are eliminated. It is clear to us that as of this week any deficiencies have been corrected. I also note that Mr. Horner has already begun to disclose issues for the coming committee weeks and so he is ahead of the curve moving toward 2022.

I believe I have provided you all the information you might need to evaluate Mr. Horner's performance. I do not want our office to get in the middle of any dispute between yourself and Mr. Horner. I do not see the deficiencies we've noted as worthy of further inquiry or concern by the House. Mr. Horner has responded appropriately to the matters brought to his attention. I believe Mr. Horner will stay in full compliance from now on and that is our mission.

Don Rubottom
Staff Director, Public Integrity & Elections Committee
850-717-4881
850-717-5216

From: Rubottom, Don
Sent: Tuesday, July 20, 2021 5:49 PM
To: 'Jon Arguello' <Jon.Arguello@osceolaschools.net>
Subject: RE: Horner, Michael J. , lobbyist

We do not track the issue disclosure dates because they are published immediately and they are only effective when published. It is intended that members and staff check disclosures before they meet with a lobbyist which helps keep everyone complying. That system is a real-time system designed to allow members and the public to see who is lobbying today. It is not intended to be any kind of record of specific lobbying activity but only of interest of the client during a particular lobbying year. While I was critical of Mr. Horner's appropriations disclosure this year, it is very clear that the District's interests in the GAA relate to the education budget items so I can see why no one would question the disclosure during session. We intend to remind all registered lobbyists before the next session the House requirement of specificity on the issue disclosure system. Mr. Horner is far from the only one to make an overbroad disclosure this year.

I appreciate your interest but please understand that the House disclosures are relatively new and burdensome rules. Due to COVID we did not have any lobbyist training last year and a

large number of lobbyists were deficient in their disclosures. Our goal is to get their attention and bring them into compliance to obtain the public notice intended by these disclosures. Our goal is not punishment but compliance. Thanks to your inquiry I believe Mr. Horner will maintain his compliance from now on.

Don Rubottom
Staff Director, Public Integrity & Elections Committee
850-717-4881
850-717-5216

From: Jon Arguello <Jon.Arguello@osceolaschools.net>
Sent: Tuesday, July 20, 2021 5:01 PM
To: Rubottom, Don <Don.Rubottom@myfloridahouse.gov>
Subject: RE: Horner, Michael J. , lobbyist

EXTERNAL EMAIL: This email originated from outside of the Legislature. USE CAUTION when clicking links or opening attachments unless you recognize the sender and know the content is safe.

Hi Don

Thank you so much. That helps. I also trying to discover when the registrations for the appropriation bills he registered were executed. It's not on the site, but I think Jonathan's email explains in sufficient detail to all parties what the situation is. Thank you so much.

Best,

Jon

From: Rubottom, Don <Don.Rubottom@myfloridahouse.gov>
Sent: Tuesday, July 20, 2021 4:57 PM
To: Jon Arguello <Jon.Arguello@osceolaschools.net>
Subject: RE: Horner, Michael J. , lobbyist

[EXTERNAL] - This email originates outside of The School District of Osceola County. Do not click links or open attachments unless you recognize the sender.

Mr. Arquello,

The Lobbyist Registration office sets the effective date as the date received. My understanding is that it says January 1, 2021. You can check for yourself on their website at the link Jonathan provided.

Don Rubottom
Staff Director, Public Integrity & Elections Committee
850-717-4881
850-717-5216

030-117-5210

From: Jon Arguello <Jon.Arguello@osceolaschools.net>
Sent: Tuesday, July 20, 2021 3:50 PM
To: Lobbyist Disclosure <LobbyistDisclosure@myfloridahouse.gov>
Cc: Tonya Culver <Tonya.Culver@osceolaschools.net>; 'Michael Horner' <Mike@macyisland.com>; Rubottom, Don <Don.Rubottom@myfloridahouse.gov>; Frank Kruppenbacher <Frank.Kruppenbacher@osceolaschools.net>; Debra Pace <Debra.Pace@osceolaschools.net>
Subject: RE: Horner, Michael J. , lobbyist

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Jonathan

Thank you so much for this information and the quick reply. Would you be able to give me the date stamp for his most recent registration? Or should I forward my question to the Lobbyist Registration Office?

Thank you again.

Best,

Jon

From: Lobbyist Disclosure <LobbyistDisclosure@myfloridahouse.gov>
Sent: Tuesday, July 20, 2021 3:36 PM
To: Jon Arguello <Jon.Arguello@osceolaschools.net>
Cc: Tonya Culver <Tonya.Culver@osceolaschools.net>; 'Michael Horner' <Mike@macyisland.com>; Rubottom, Don <Don.Rubottom@myfloridahouse.gov>
Subject: RE: Horner, Michael J. , lobbyist

[EXTERNAL] - This email originates outside of The School District of Osceola County. Do not click links or open attachments unless you recognize the sender.

Good afternoon,

Mr. Horner's registration to lobby for Osceola County School District is current and effective 1/1/2021. He has been registered every year since 2015, per the Lobbyist Registration Office.

Our committee has received two contracts from Mr. Horner for Osceola County School District. The first was received on 3/3/2018 and terminated 12/31/2018. The second contract

was received last Wednesday 7/14/2021. It expires on 12/31/2022. Thus, it appears that Mr. Horner was not in compliance with the House rule requiring disclosure of public entity contracts for the years 2019, 2020 and the first half of 2021. Compliance is a House condition for lobbying and therefore it appears that he was not authorized to lobby the House during that period.

The House did receive issue disclosures from Mr. Horner for the 2021 Session required under another House rule. However, he only listed the General Appropriation Act bill numbers. The rule however, requires greater specificity because the school district does not have an interest in every budget line item. It does not appear that Mr. Horner disclosed any issues on behalf of the school district. Thus, it also appears that he was deficient in his issue disclosures for the past two years. As with the contract disclosure rule, compliance with the issue disclosure requirements is a condition to lobbying the House. We include this information to fully respond to your inquiry and to assist Mr. Horner to more fully comply with the requirements of House rules in coming sessions.

Our role in this office is to assist lobbyists with any problems complying with the House Rules. A lobbyist is subject to formal discipline which may be initiated by a formal complaint under House Rule Eighteen or by legislative action by a member or committee. Please let us know if you have any further questions.

The Public Integrity & Elections committee handles and publishes all lobbyist disclosed contracts. For published contract questions we are the best place to contact. However, the best office to contact for lobbyist registration questions is the Lobbyist Registration Office. You can also visit their website to check on every lobbyist's registration. The following link takes you to Mr. Horner's current registration page.

<https://floridalobbyist.gov/LobbyistInformation/LobbyistDetail/5463?year=2021&Branch=L>

Thank you,
Jonathan Helle

Florida House of Representatives
Public Integrity & Elections Committee
Main Office - 850-717-4881
Direct Office - 850-717-5537

From: Jon Arguello <Jon.Arguello@osceolaschools.net>
Sent: Sunday, July 18, 2021 8:44 PM
To: Lobbyist Disclosure <LobbyistDisclosure@myfloridahouse.gov>
Cc: Tonya Culver <Tonya.Culver@osceolaschools.net>
Subject: Horner, Michael J. , lobbyist

EXTERNAL EMAIL: This email originated from outside of the Legislature. USE CAUTION when clicking links or opening attachments unless you recognize the sender and know the content is safe.

Hello

May I receive Mr. Horner's date stamped lobbying registration documentation? On July 13, Mr. Horner was not registered. By July 15, Mr. Horner was registered. Please send copies with detailed information as to when Mr. Horner registered and at what point he would or would not have been allowed to lobby the House.

If this is the incorrect address or there is another person or office I would need to ask, I would greatly appreciate that information. Thank you very much in advance for your help.

Best Regards,

Jon H. Argüello
Osceola County School Board Member,
District 3
jon.arguello@osceolaschools.net
407.433.9082 District Mobile
817 Bill Beck Blvd
Kissimmee, FL 34744

For scheduling and appointments please CC: tonya.culver@osceolacountyschools.net

Jon Arguello, School Board Member, District 3

817 Bill Beck Boulevard • Kissimmee • Florida 34744-4492

Phone: 407-870-4009 • Fax: 407-933-3980 • www.osceolaschools.net



FOR IMMEDIATE RELEASE

School board member Arguello demands lobbyist's resignation after failure to report, disclose properly with Public Integrity and Elections Committee

July 20, 2021

KISSIMMEE, Fla.—A week after a contentious legislative update at last Tuesday's school board meeting has resulted in one school board member demanding the resignation of one of the school district's lobbyists. The lobbyist, a former legislator with strong ties to Osceola's political establishment could not say with any certainty that he was in fact appropriately registered.

The presentation took a turn for the worse when School Board Member Jon Arguello, stated that Mike Horner, a former state representative who resigned from the legislature after being found on what may have been a brothel's client list, was not reporting or submitting work product according to the contract. But that wasn't all.

"We have not been getting the same level of reporting from you as we have from your other partners, but most important to me is that two of the last three years, you have not registered to lobby with the House," Arguello said.

Horner responded by saying, "I don't know that that's true, but I'll have to look it up."

After being pressed several times, Horner interrupted Arguello saying, "You can ask me that question over and over, that's going to be my answer."

That answer didn't sit well with Arguello who then asked the other two lobbyists present if they were registered. Both answered that without a doubt, they were registered.

Horner may be caught in a catch 22 having to either admit that he was not lobbying and being paid \$5,000 per month for services unrendered or that he was lobbying without being properly disclosing contracts, bills, and issues.

Arguello refused to drop the subject but was prevented from continuing his line of questioning when Terry Castillo, the school board vicechair, sitting in for the Chairman Clarence Thacker at the meeting, rescued Horner.

Castillo jumped in mid question as Arguello grilled Horner, “I have to ask, Frank, I guess I’m interested to know what the point of the conversation is?”

“To me it’s of particular interest,” said Arguello. “When we talk about trust, transparency, and good governance that if we hire a consultant, to do a specific job, that he is licensed to do that job.”

“So, this is a personal issue?” Castillo asked.

“Is *that* a personal issue?” Arguello asked in disbelief.

Frank Kruppenbacher, the school board attorney who was caught off guard by Horner’s lack of credentialing stated that “It is a legitimate question, is the person we hired to lobby registered to lobby.”

Arguello then went on to say that not only had Horner failed to appropriately disclose to the Public Integrity and Elections Committee, but that he believed Horner was in breach of his contract with the district, reading passages of the contract.

On July 14th, according to Floridalobbyist.gov, two disclosures and two bills had been added to the database that were not appearing on the day of the school board meeting.

A week later, after having submitted a public records request to appropriate government bodies, Arguello received information that Horner had not in fact registered and or disclosed properly for 2019, 2020, and half of 2021.

An email from Florida House of Representatives Public Integrity & Elections Committee read in part: “... it appears that Mr. Horner was not in compliance with the House rule requiring disclosure of public entity contracts for the years 2019, 2020 and the first half of 2021. Compliance is a House condition for lobbying and therefore it appears that he was not authorized to lobby the House during that period.”

The email further explained that, “It does not appear that Mr. Horner disclosed any issues on behalf of the school district. Thus, it also appears that he was deficient in his issue disclosures for the past two years.”

Arguello, who started a Trust, Transparency, and Good Governance task force which the board majority, including Thacker, Castillo, and Robert Bass, of District 5, failed to sanction, mentioned that this type of leniency would never be allowed to the common district employee, but that Horner’s connections are the only reason he could get away with it.

“If anyone thinks that they are going to disrespect the citizens of Osceola the way they have been disrespected in this situation, they are sorely mistaken. It’s 2021 and some still feel entitled to treat the district as if it’s their personal back yard.”

“The \$1.3 billion of the school district belongs to the students, teachers, and residents of Osceola, not the power brokers, and certainly not the people who have been taking advantage of the school district for years.”

Arguello, who often mentions “Osceola’s establishment” as a barrier to the county moving forward, said that attempts to remedy the situation through a quiet resignation were quickly rebuffed.

Worse, some veiled and not so veiled threats have been made against him, said Arguello.

“I’m not intimidated by their threats,” Arguello said. “Next you’ll see ethics complaints, or some other procedural harassment. But I won’t stop. Change is coming whether they like it or not. They have always had the money, the political strength, and experience manipulating the process, but they aren’t as powerful as they think. The people of Osceola are fed up and so am I.”

###

For more information regarding this release, please contact Jon Arguello, 407-433-9082 or jon.arguello@osceolaschools.net

Begin forwarded message:

From: Jon Arguello <Jon.Arguello@osceolaschools.net>

Subject: Horner

Date: July 20, 2021 at 11:41:55 PM EDT

To: Daralene Jones @cmg.com <Daralene.Jones@cmg.com> - Alexa Lorenzo @wftv.com <Alexa.Lorenzo@wftv.com> - Nancy Alvarez @wftv.com <Nancy.Alvarez@wftv.com> - angela.jacobs @coxinc.com <angela.jacobs@coxinc.com> - anmartin @orlandosentinel.com <anmartin@orlandosentinel.com> - bellison @wkmg.com <bellison@wkmg.com> - Brian Scott @foxtv.com <Brian.Scott@foxtv.com> - Christopher Heath @wftv.com <Christopher.Heath@wftv.com> - Megan Cruz @wftv.com <Megan.Cruz@wftv.com> - cchavez @wmfe.org <cchavez@wmfe.org> - Daralene Jones @wftv.com <Daralene.Jones@wftv.com> - desk @wkmg.com <desk@wkmg.com> - Megan Mellado @hearst.com <Megan.Mellado@hearst.com> - N13 Desk @charter.com <N13.Desk@charter.com> - news @wftv.com <news@wftv.com> - newsdesk @cfnews13.com <newsdesk@cfnews13.com> - sjacobson @orlandosentinel.com <sjacobson@orlandosentinel.com> - adstarnews @aol.com <adstarnews@aol.com> - pressreleases @positivelyosceola.com <pressreleases@positivelyosceola.com> - rachelchristian10 @gmail.com <rachelchristian10@gmail.com> - starnews @aol.com <starnews@aol.com> - stephanie.bechara @charter.com <stephanie.bechara@charter.com> - wesh2news @gmail.com <wesh2news@gmail.com> - WOFLnews @foxtv.com <WOFLnews@foxtv.com> - jonesdaralene @gmail.com <jonesdaralene@gmail.com>

Release from
Arguell...ner.pdf



Jon Arguello, Osceola County School Board Member - District 3

1h

...

Is it OK for a lobbyist to get special favors? Should lobbyists get away with shirking their mandatory disclosures?

More importantly, if our school board knows that the lobbyist is breaking the rules, should we continue paying them? Please read my release below.

#Trust #Transparency #GoodGovernance

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

Jon Arguello, School Board Member, District 3

817 Bill Beck Boulevard • Evrard, Florida 34744-4492

Phone: 407.870.8009 • Fax: 407.933.1980 • www.osceolacountyfla.gov



IMMEDIATE RELEASE

School board member Arguello demands lobbyist's resignation after failure to disclose properly with Public Integrity and Elections Committee

July 14, 2021

MIFL, Fla. — A week after a contentious legislative update at last Tuesday's school board meeting has resulted in one school board member demanding the resignation of one of his lobbyists, the lobbyist, a former legislator with strong ties to Osceola's political establishment could not say with any certainty that he was in fact appropriately registered.

The presentation took a turn for the worse when School Board Member Jon Arguello, state legislator, a former state representative who resigned from the legislature after being caught in a brothel's client list, was not reporting or submitting work produced to the contract. But that wasn't all.

"I have not been getting the same level of reporting from you as we have from your other two lobbyists, but most important to me is that two of the last three years, you have not registered with the House," Arguello said.

Arguello responded by saying, "I don't know that that's true, but I'll have to look it up."

Arguello was being pressed several times, Horner interrupted Arguello saying, "You can ask me that question over and over, that's going to be my answer."

Arguello's answer didn't sit well with Arguello who then asked the other two lobbyists present if they were registered. Both answered that without a doubt, they were registered.

Arguello may be caught in a catch 22 having to either admit that he was not lobbying and stop paying \$1,500 per month for services unrendered or that he was lobbying without being producing contracts, bills, and issues.

Horner interrupted to read question as Arguello grilled Horner. "I have to ask, Frank, I guess I'm interested to know what the point of the conversation is."

"I want it of particular interest," said Arguello. "When we talk about trust, transparency, and good governance that if we hire a consultant to do a specific job that he is licensed to do that job."

"So this is a personal issue?" Horner asked.

"Is this a personal issue?" Arguello asked in disbelief.

Horner responded by the school board attorney who was caught off guard by Horner's lack of understanding stated that "It is a legitimate question as the person we hired to lobby registered to lobby."

Arguello then went on to say that not only had Horner failed to appropriately disclose to the Public Integrity and Elections Committee, but that he believed Horner was in breach of his contract with the district, reading passages of the contract.

On July 14, according to Florida lobbyist registration disclosures and two bills had been added to the database that were not appearing on the day of the school board meeting.

A week later, after having submitted a public records request to appropriate government bodies, Arguello received information that Horner had not in fact registered and/or disclosed properly for 2019, 2020, and half of 2021.

An email from Florida House of Representatives Public Integrity & Elections Committee read in part, "It appears that Mr. Horner is in not in compliance with the House rule regarding disclosure of public ethics contracts for the years 2019, 2020, and the first half of 2021. Compliance is a House condition for lobbying and therefore it appears that he is not authorized to lobby the House during that period."

The email further explained that "It does not appear that Mr. Horner disclosed any contracts on behalf of the school district. Thus, it also appears that he is in default to his contract disclosures for the past two years."

Arguello, who started a Trust, Transparency, and Good Governance task force which the board reports on, hading Thacher, Castillo, and Robert Bass of District 5, failed to mention mentioned that this type of license could never be allowed to the common district employees.

The School District of Osceola County belongs to the students, teachers, and residents of Osceola County, Florida, and certainly not the people who have been taking and misappropriating the school district's money.

Arguello also often mentions Osceola's establishment as a barrier to the county's growing forward, and that attempts to remedy the situation through a quiet resignation were quickly rebuffed.

Where wrongs occurred and no remedial efforts have been made against them, said Arguello.

Horner interjected by the district's Arguello said, "Next you'll see ethics complaints or some other procedural harassment. But I won't stop I change is coming whether they like it or not. They have always had the money, the political strength, and experience manipulating the process, but this time it is powerful as they think. The people of Osceola are fed up and so am I."

For more information regarding this release, please contact Jon Arguello at 407-411-8082 or jon.arguello@osceola.fl.us



Osceola Fights Back

Public group · 96 members

- About
- Discussion
- Rooms
- Topics
- Members
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- Media



Create a public post



Photo/Video



Tag People



Feeling/Activity

From Notifications



Jon Arguello shared the post

1h ·

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

Jon Arguello, School Board Member, District 3



FOR IMMEDIATE RELEASE

School board member Arguello demands lobbyist's resignation after failure to report, disclose properly with Public Integrity and Elections Committee

About

OFB is a group that addresses the needs of the citizen

Public
Anyone

Visible to me
Anyone

General

Rooms

Elizabeth Whisler

From: Jon Arguello <Jon.Arguello@osceolaschools.net>
Sent: Wednesday, November 3, 2021 12:24 PM
To: David M. Delaney
Subject: FW: Rutledge-Ecena: 2021 End of Session Reports

From: Debra Pace <Debra.Pace@osceolaschools.net>
Sent: Tuesday, May 25, 2021 8:34 PM
To: Jon Arguello <Jon.Arguello@osceolaschools.net>
Cc: Frank Kruppenbacher <Frank.Kruppenbacher@osceolaschools.net>; Tonya Culver <Tonya.Culver@osceolaschools.net>
Subject: Re: Rutledge-Ecena: 2021 End of Session Reports

Yes, I will follow up with both Mike Horner and OLE.

We received almost 10% of the total compression allocation, increasing our per student funding ranking from 67/67 to 61/67, and compression was the primary legislative priority they worked on collaboratively, but I will request a more detailed report.

Debra P. Pace, Ed.D.
Superintendent, School District of Osceola County

On May 25, 2021, at 8:28 PM, Jon Arguello <Jon.Arguello@osceolaschools.net> wrote:

Awesome. Can I also get what Olay worked on and their report, and mike horners detailed report and what he worked on?

Best Regards,

Jon H. Arguello
School Board Member, District 3
407.433.9082 Dist Mobile
Jon.Arguello@OsceolaSchools.net
817 Bill Beck Blvd
Kissimmee, FL 34744

Please excuse any brevity and typos as this message was dictated to my phone. Keep in mind that all messages to and from district communication devices are public record.

From: Debra Pace <Debra.Pace@osceolaschools.net>
Sent: Tuesday, May 25, 2021 7:31:04 PM
To: Clarence Thacker <Clarence.Thacker@osceolaschools.net>; Teresa Castillo

<Terry.Castillo@osceolaschools.net>; Jon Arguello <Jon.Arguello@osceolaschools.net>; Robert Bass <Robert.Bass@osceolaschools.net>; Julius Melendez <Julius.Melendez@osceolaschools.net>
Cc: Giselle Lee <Giselle.Lee@osceolaschools.net>; Tonya Culver <Tonya.Culver@osceolaschools.net>; Frank Kruppenbacher <Frank.Kruppenbacher@osceolaschools.net>; John Boyd <John.Boyd@osceolaschools.net>; Sarah Graber <Sarah.Graber@osceolaschools.net>
Subject: Rutledge-Ecena: 2021 End of Session Reports

Dear School Board Members,

Attached please find end-of-session reports from our partners at Rutledge-Ecena for the most recent legislative session. The leadership team and I will be working over the next few weeks to ensure we're prepared to be in full compliance for new legislation taking effect on 7/1/2021, and this information has also been used to prepare our proposed budget, which Sarah and the team are currently reviewing with you individually in advance of our combined board meeting/budget workshop on 6/1.

I also want to make you aware that our Law Enforcement partners requested a meeting with charter school representatives in advance of the workshop on 6/1, as was suggested at our previous workshop on the subject of school guardians and negotiations for SRO contracts for the 2021-2022 school year. That meeting was held this afternoon, and strong opinions were expressed on all sides of the discussion. I did not attend the meeting, and Dr. Rafalski participated electronically, but if you have any questions, please contact me individually.

Finally, the annual process of recommendations for personnel contract renewals takes place in the month of June, prior to the end of our fiscal year and current contract year on 6/30/2021. Instructional and support personnel recommendations are included in the 6/1/2021 School Board agenda; I will recommend renewals for administrative contracts on 6/15/2021, and will also bring forward a recommendation to revise the organization chart to reflect the Administrative Assistant to the School Board reporting to the School Board, rather than to the Superintendent, as currently represented. Again, please contact me individually if you have any questions.

Have a great evening.

Debra P. Pace, Ed.D.
Superintendent
The School District of Osceola County
Debra.Pace@osceolaschools.net
407-870-4008 Office
407-361-0061 Cell
407-870-4010 Fax

From: Jessica Janasiewicz <jessica@rutledge-ecenia.com>
Sent: Tuesday, May 25, 2021 3:01 PM
To: Debra Pace <Debra.Pace@osceolaschools.net>; Thomas Phelps <Thomas.Phelps@osceolaschools.net>; Sarah Graber <Sarah.Graber@osceolaschools.net>; Jose Gonzalez <Jose.Gonzalez@osceolaschools.net>; Tammy Otterson <Tammy.Otterson@osceolaschools.net>; John Boyd <John.Boyd@osceolaschools.net>; Clarence Thacker <Clarence.Thacker@osceolaschools.net>; Teresa Castillo <Terry.Castillo@osceolaschools.net>;

Scott Flowers <Scott.Flowers@osceolaschools.net>; Julius Melendez <Julius.Melendez@osceolaschools.net>; Robert Bass <Robert.Bass@osceolaschools.net>; Jon Arguella <Jon.Arguella@osceolaschools.net>
Subject: 2021 End of Session Reports

[EXTERNAL] - This email originates outside of The School District of Osceola County. Do not click links or open attachments unless you recognize the sender.

Good Afternoon,

Please see the attached Rutledge-Ecena 2021 End-of-Session Report. The report contains a chart of all of the education-related bills that passed and the departments within the district that will benefit from reviewing each piece of legislation. Following the chart is a detailed breakdown of the major components of each bill as well as a link to the bill's webpage which will be updated with the final versions of the bills as they are engrossed and enrolled by legislative staff. You will note that the amount of education policy that was passed was far higher than last year.

We have also updated the budget report that we sent previously. We are attaching that document as well as the other end-of-session budget documents so you can easily access all of our reports in one email.

As the district works to implement the legislation that was passed this year, Jim and I are available to aid in any way that you may need, from communicating with the DOE, legislative officials and the executive branch. Please do not hesitate to reach out to us.

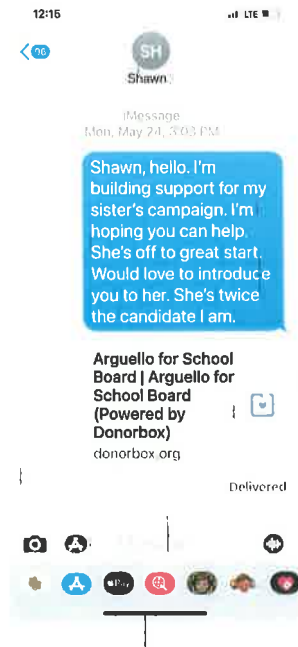
Please feel free to contact me with any questions. Thank you for the opportunity to serve you.

Jessica Janasiewicz M.A., M.Ed.
Governmental Consultant
Rutledge Ecena, P.A.
p. 850.681.6788
c. 850.567.7174
f. 850.681.6515

From: [Jon H. Arguello](#)
To: [David M. Delaney](#)
Subject: Fwd: Osceola School Board race
Date: Wednesday, November 3, 2021 12:50:15 PM
Attachments: [image0.png](#)

Mr. Delaney

He never responded. However he did write me a check for my personal campaign. When I asked him for my sister's campaign he never responded. I've sent him several request which he has ignored.



Best Regards,

Jon H. Argüello
Osceola County School Board Member, District 3
CEO, PBM Specialties
COO, B & C Contracting Southeast
173rd Airborne Brigade, OEF VI, OEF VIII

Please excuse brevity and any typos as this message was dictated to my iPhone.

Begin forwarded message:

From: Jon Arguello <arguelloforosceola@gmail.com>
Date: August 24, 2020 at 2:25:19 PM EDT
To: SHindle@hansonwalter.com
Subject: Osceola School Board race

Hello Shawn

Thank you again for your generous contribution!

My good friend Julius Melendez is running in District 2. He is a former school board member representing the same district. He has out-raised, out-worked, and nearly doubled both his competitors in number of votes in the primary in a three-way race. He was just a few votes away from closing it out then with 48% of the vote. I am helping him raise money for his campaign and he needs your help. www.votemelendez.com. I'm going to work hard to bring him big numbers for the general, and I hope you will help.

Please let me know when you contribute so I can thank you! I am also making calls on his behalf and I look forward to speaking with you soon.

--

Best Regards,

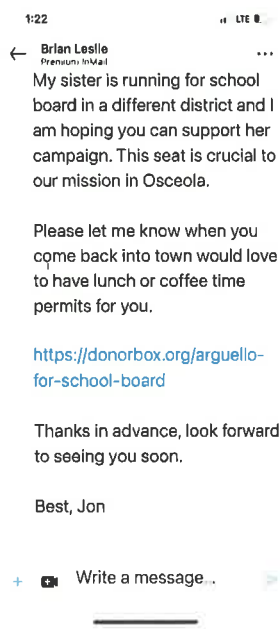
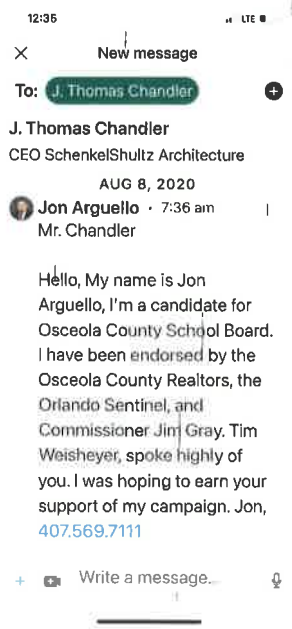
Jon H. Argüello (jon@pbmspecialties.com)
CEO, PBM Specialties
COO, B&C Contracting Southeast
Osceola County School Board Member-Elect 2020
173rd ABN BDE / OEF VI & VIII
M: 407.569.7111

From: [Jon Arguello](#)
To: [David M. Delaney](#)
Subject: Rejection
Date: Wednesday, November 3, 2021 1:23:59 PM

I have asked Mr. Chandler several times for contributions. He gives to all the school board members. He has never even answered me.

I have also asked CPPI and their lobbyist a bunch of times. No answer and no contributions. In spite of that fact, I have paid them compliments from the dais.

Best,
Jon



Best Regards,

Jon H. Argüello
Osceola County School Board Member, District 3
CEO, PBM Specialties
COO, B & C Contracting Southeast
173rd Airborne Brigade, OEF VI, OEF VIII

Please excuse brevity and any typos as this message was dictated to my iPhone.

Begin forwarded message:

From: Jon Arguello <arguelloforosceola@gmail.com>
Date: August 24, 2020 at 2:25:19 PM EDT
To: SHindle@hansonwalter.com
Subject: Osceola School Board race

- Hello Shawn
- Thank you again for your generous contribution!
- My good friend Julius Melendez is running in District 2. He is a former school board member representing the same district. He has out-raised, out-worked, and nearly doubled both his competitors in number of votes in the primary in a three-way race. He was just a few votes away from closing it out then with 48% of the vote. I am helping him raise money for his campaign and he needs your help. www.votemelendez.com. I'm going to work hard to bring him big numbers for the general, and I hope you will help.
- Please let me know when you contribute so I can thank you! I am also making calls on his behalf and I look forward to speaking with you soon.

--
Best Regards,

Jon H. Argüello (jon@pbmspecialties.com)
CEO, PBM Specialties
COO, B&C Contracting Southeast
Osceola County School Board Member-Elect 2020
173rd ABN BDE / OEF VI & VIII
M: 407.569.7111

From: Jon Arguello <Jon.Arguello@osceolaschools.net>
Sent: Wednesday, November 3, 2021 1:24 PM
To: David M. Delaney <david.delaney@dellgraham.com>
Subject: Rejection

I have asked Mr. Chandler several times for contributions. He gives to all the school board members. He has never even answered me.

I have also asked CPPI and their lobbyist a bunch of times. No answer and no contributions. In spite of that fact, I have paid them compliments from the dais.

Best,
Jon

12:35

LTE



New message

To: J. Thomas Chandler



J. Thomas Chandler

CEO SchenkelShultz Architecture

AUG 8, 2020



Jon Arguello · 7:36 am

Mr. Chandler

Hello, My name is Jon Arguello, I'm a candidate for Osceola County School Board. I have been endorsed by the Osceola County Realtors, the Orlando Sentinel, and Commissioner Jim Gray. Tim Weisheyer, spoke highly of you. I was hoping to earn your support of my campaign. Jon, [407.569.7111](tel:407.569.7111)



Write a message...



1:22

LTE 



Brian Leslie

Premium InMail



My sister is running for school board in a different district and I am hoping you can support her campaign. This seat is crucial to our mission in Osceola.

Please let me know when you come back into town would love to have lunch or coffee time permits for you.

<https://donorbox.org/arguello-for-school-board>

Thanks in advance, look forward to seeing you soon.

Best, Jon



Write a message...





DELL GRAHAM, P.A.
OSCEOLA COUNTY SCHOOL DISTRICT
INVESTIGATION REPORT RE: BOARD MEMBER ARGUELLO
December 13, 2021

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INTRODUCTION AND SCOPE

Dell Graham, P.A. (“the Firm”) was retained to conduct an independent investigation of a Complaint by Michael Horner through his Gary D. Wilson dated July 26, 2021. The attorneys were instructed to complete an independent investigation of Mr. Horner’s allegations to determine whether Mr. Arguello’s actions violated Board Policies. This investigation was limited to an analysis of compliance with applicable School District of Osceola County School Board Rules. Analysis of compliance with Florida Statutes, ethics rules, or civil liability standards is beyond the scope of this investigation.

METHODOLOGY

The Firm employed standard investigative practices for this investigation. We did not need or utilize any external third parties for any forensic examination, data recovery, or any other reason. In conducting this investigation, the attorneys followed the procedures set forth in Osceola County Board Policies. Specifically, Board Policy 2.70(VII)(B)(2)(b) establishes that the standard for this investigation is whether there is reasonable cause to believe that a discriminatory practice may have occurred. Black’s Law Dictionary defines reasonable cause as facts that would lead a person of ordinary care to believe and consciously entertain honest and strong suspicions that the person committed the act in question.

I conducted detailed interviews with multiple individuals that worked in and outside of the School District offices as discussed further below. I informed the witnesses about the nature of the investigation and my role as an independent investigator. The findings contained in this Report are based on witness interviews and documents provided to me, including Mr. Horner’s Complaint, which is attached as Exhibit A. I provided each witness the opportunity to submit additional relevant documents. Besides Mr. Horner, Mr. Arguello was the only witness who submitted documents for my consideration. They are attached as Exhibit B. Mr. Arguello’s interview transcript is attached as Exhibit C.

BACKGROUND

The Osceola County School Board is comprised of five school board members who represent different geographic districts within Osceola County. At all material times to this investigation, Mr. Arguello serves as a school board member on the Osceola County School Board.

INTERVIEW SUMMARIES

Below are detailed summaries of the witnesses I interviewed. All interviews were conducted by myself either in person at my office, in the Osceola County School Board Meeting Room, via zoom, or by telephone.

Interview with Mike Horner

Mr. Horner affirmed that the correspondence dated July 26, 2021 from his attorney to Mr. Kruppenbacher accurately described the relevant events and summarized the basis for his complaint. This information does not need to be reiterated here. Mr. Horner did note that he had accomplished all the goals established for him by the School Board in his lobbying efforts for the District. Further, during my interview of Mr. Horner he emphasized that he had a cordial and professional relationship with Mr. Arguello until June of this year when Mr. Horner responded to repeated inquiries from Mr. Arguello that he would be supporting Ms. Castillo in her upcoming School Board race and would not be donating to the campaign of Mr. Arguello's sister. Mr. Horner is unaware of any direct evidence that Mr. Arguello's criticisms of him are in retaliation for failing to support the candidacy of Mr. Arguello's sister. Instead, Mr. Horner points to his positive working relationship with Mr. Arguello and lack of criticism by him that transformed within a matter of weeks to repeated, very public criticisms by Mr. Arguello.

Interview with Superintendent Dr. Debra Pace

Dr. Pace positively views Mr. Horner's work for the District. She stated that Mr. Horner has always been available and lobbied on behalf of the School District effectively. She noted that he helped obtain twenty million dollars in compression funds in the last four years. Mr. Horner also takes the time to help prepare the Superintendent to meet with legislators. She does not recall any complaints about Mr. Horner from any Board Member during her tenure as Superintendent before June of this year. Since then, the complaints have only come from Mr. Arguello. Finally, Dr. Pace stated that the District's policies did not forbid Mr. Arguello's use of District insignia at the time of his press release.

Interview with Frank Kruppenbacher

Mr. Kruppenbacher was asked by the School Board to investigate the issue of Mr. Horner's failure to timely file the legislative disclosure form. Mr. Kruppenbacher consulted with Don Rubottom, the Staff Director, Public Integrity & Ethics Committee at the Florida House of Representatives, who has worked in various staff positions for the House for 25 years. Mr. Rubottom explained to Mr. Kruppenbacher that the disclosure form was a technical not substantive issue. Mr. Kruppenbacher also spoke with Florida lobbyists who confirmed Mr. Rubottom's assessment of the situation. Mr. Kruppenbacher cannot comment from personal knowledge regarding the effectiveness of Mr. Horner as a lobbyist for the District. He did note that Mr. Horner has always been very responsive to him when Mr. Kruppenbacher contacted him over the years. However, he was able to confirm that until Mr. Arguello brought up Mr. Horner's disclosure form at the July meeting, no Board members had complained to Mr. Kruppenbacher about Mr. Horner.

Interview with Robert Bass

Mr. Bass has a very positive assessment of Mr. Horner's work for the District. He noted that Mr. Horner has always acted professionally on behalf of the District and delivered on what he was hired to do. For instance, Mr. Horner accomplished all the items on the School Board's legislative priorities. He has never seen any evidence to support terminating his contract. Mr. Bass has no complaints whatsoever about Mr. Horner's job performance. Mr. Bass cannot think of anyone else who would have done a better job, nor can he think of any other vendors who have been singled out for the negative attention and ire that Mr. Horner has by Mr. Arguello. Mr. Bass described Mr. Arguello as applying a higher level of scrutiny to Mr. Horner than other vendors.

Interview with Clarence Thacker

Mr. Thacker described Mr. Horner's performance as a lobbyist for the District as "outstanding." Mr. Horner has been very successful with compression funding which is a priority for the School Board. Mr. Thacker attributes the District's rise in per student funding to Mr. Horner's efforts. Mr. Thacker believes that Mr. Horner has also provided good direction to the Board to make its lobbying efforts more effective. Mr. Horner is also effective at arranging meetings with legislators, which Mr. Thacker has experienced firsthand on lobbying trips to Tallahassee. Mr. Thacker stated that no other Board Member raised any concerns about Mr. Horner until Mr. Arguello's comments at the July 13, 2021 meeting.

Interview with Julius Menendez

Mr. Melendez declined to be interviewed for this investigation.

Interview with Teresa Castillo

Ms. Castillo believes that Mr. Horner has been doing an "amazing" job for the District, especially regarding funding. He has delivered on everything he has been tasked with and is responsive when she has reached out to him. She also stated that Mr. Horner's connections and relationships with decisionmakers are key to his effectiveness as a lobbyist. She has no concerns regarding the disclosure form issue.

Interview with Jeff Heunik

Mr. Heunik is the CEO of Sea & Shoreline, LLC. This company is a client of Mr. Horner. Mr. Heunik has been satisfied with Mr. Horner's work. Mr. Heunik had no prior relationship or contact with Mr. Arguello. This is why he was surprised to receive a completely unsolicited call from Mr. Arguello "out of the blue" to talk about Mr. Horner. He had no idea who Mr. Arguello was when he first answered the telephone. Mr. Heunik recalled that the call lasted only 10-15 minutes and

that it occurred sometime during 2021. During the call, Mr. Heunik stated that Mr. Arguello expressed his dissatisfaction with Mr. Horner's work for the School District. Mr. Arguello also said that Mr. Horner's contract with the District should be terminated. Mr. Heunik disagreed with him on both counts. Mr. Heunik had the impression that Mr. Arguello was looking for validation from him as a client of Mr. Horner for the District to stop doing business with Mr. Horner. Mr. Heunik does not recall Mr. Arguello suggesting to him that his company should terminate Mr. Horner's contract.

Interview with Doug Bruce

Mr. Bruce has been involved with the Florida legislator for over 50 years, starting out as a legislative aide. He has been a lobbyist for four decades. Mr. Bruce knows Mr. Horner professionally, but is not a personal friend of Mr. Horner. They have never been business partners or socialized at each other's homes. Mr. Bruce was present alongside Mr. Horner at the School Board meeting of July 13, 2021 to give the Board a legislative update. Like Mr. Horner, he was properly registered to lobby but he had not filed the House of Representatives disclosure form. Mr. Bruce explained that this was a relatively new procedure that had been put in place by former House Speaker Richard Corcoran. Between the newness of the rule and the changes to lobbying brought about by Covid-19, Mr. Bruce explained that he and several other lobbyists neglected to timely file the disclosure. However, he said that the oversight was easily remedied and did not impair his ability to lobby on behalf of his clients in any way. He has never heard of any lobbyist being terminated by a client over this form. Given this situation, Mr. Bruce is surprised that Mr. Arguello targeted only Mr. Horner during and after this meeting. Mr. Bruce had not been solicited for a donation to Mr. Arguello's sister's campaign, so he had never declined a request from Mr. Arguello of this nature.

Interview with Peggy Choudry

Ms. Choudry is an Osceola County Commissioner. She has been satisfied with Mr. Horner's work as a lobbyist for the County, and he has met all the expectations pursuant to his contract. Although she "does not know Mr. Arguello well at all," she has been contacted by Mr. Arguello regarding possible support for his sister's School Board campaign. She does not recall that Mr. Arguello ever suggested to her that Mr. Horner's contract with the County should be terminated. Instead, she recalls him in general complaining about a "good old boy system" in the School District that needed to be changed.

Interview with Jon Arguello

I interviewed Mr. Arguello in person at the School District offices. Because he wished to record the meeting, we agreed to have a court reporter prepare a transcript of the interview. Mr. Arguello stated that he was simply trying to maintain the integrity of the School District in seeking accountability from Mr. Horner. A complete copy of the transcript is included with this report.

INVESTIGATIVE FINDINGS AND CONCLUSIONS

Mr. Horner's complaint alleges that Mr. Arguello violated School Board Rule 2.70(V)(B)(2) and (3) Prohibiting Discrimination Including Sexual and Other Forms of Harassment.

The relevant portions of Policy 2.70 state:

Board Policy 2.70 – Prohibiting Discrimination, including sexual and other forms of harassment

III. Policy Against Sexual Harassment or Other Forms of Harassment Prohibited by Law

B. The prohibition against discrimination including sexual and other forms of illegal harassment shall also apply to non-employee volunteers who work subject to the control of school authorities, and to all vendors or service providers who have access to School Board facilities.

V. Definition of Other Forms of Prohibited Harassment

B. Examples of prohibited actions, which may constitute harassment include, but are not limited to, the following:

2. Threatening, intimidating, or hostile acts, such as stalking; or
3. Written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the school or School District office premises or circulated in the workplace or academic environment.

Mr. Horner insists that Mr. Arguello has harassed him because Mr. Horner declined to donate to the School Board election campaign of Mr. Arguello's sister. Mr. Arguello provided documentation that he has solicited political donations from numerous individuals who have also declined his requests. There is no evidence that Mr. Arguello harassed any of these individuals. Mr. Horner also insists that he met all the goals of his contract and had lobbied effectively for the School District. All the witnesses interviewed other than Mr. Arguello uniformly agreed with Mr. Horner on this point. However, as a Board Member Mr. Arguello retains the right to form his own independent assessment of Mr. Horner's effectiveness and the importance of his failure to file the disclosure statement. Regardless, this policy does not require that any motive be determined in order to establish a violation. Instead, the policy focuses on conduct.

Mr. Horner focuses on two types of conduct by Mr. Arguello: 1) written expressions and 2) statements by Mr. Arguello at the July 13, 2021 Board meeting and in conversations with individuals after that meeting.

Regarding the written statements, Mr. Horner asserts that Mr. Arguello misused indicia of the School District including its seal, stationery, email, media list, Back to School newsletter, and Facebook page to distribute political attacks against Mr. Horner in the guise of a press release and Board member communications to the public. Reasonable cause does not exist to support this allegation for two reasons. First, Board Members have broad discretion to publicly share their views on school related matters. It is essential to their work. Mr. Arguello's opinion of Mr. Horner's performance as the School District's lobbyist and the value the District receives from the Macy Island Consulting contract is well within in this area. Second, Mr. Horner asserts that the press release is deceptive because it was written in the third person. Nevertheless, the press release authored by Mr. Arguello identifies himself in the second line of its heading. Furthermore, Mr. Arguello repeatedly referred to "my press release" on Facebook and by email. See Exhibit 5a, 5b, and 5c of Mr. Horner's complaint.

School Board members have a duty to ensure that public funds are spent appropriately. This includes oversight of vendors providing services to the district. Mr. Arguello insists that he was fulfilling this obligation in regards to his criticism of Mr. Horner. However reasonable cause exists to believe that Mr. Arguello's conduct went beyond mere oversight for the following reasons.

First, at the School Board meeting of July 13, 2021, Mr. Arguello severely criticized Mr. Horner for failing to register as a lobbyist when in fact Mr. Horner had properly registered. Instead, Mr. Horner had failed to submit a disclosure form required of lobbyists who represent governmental entities. This was an oversight by Mr. Horner regarding a relatively new State House of Representatives rule. It was easily and quickly remedied by Mr. Horner. Mr. Arguello was informed by a staff member of the House that this issue was resolved from a compliance standpoint. There is no evidence to suggest that the failure to timely file the disclosure form had any negative impact on Mr. Horner's efforts to lobby on behalf of the Osceola County School District. On the contrary, every other witness besides Mr. Arguello praised Mr. Horner's effectiveness as a lobbyist. It is concerning that the other lobbyist present at the Board meeting, Doug Bruce, also had not timely filed the House disclosure form. Mr. Arguello did not articulate a credible reason for why he singled out Mr. Horner for termination by the District while ignoring the exact same conduct by Mr. Bruce. In summary, Mr. Arguello's public criticism of Mr. Horner at the July 13, 2021 meeting was both factually inaccurate and not applied in an evenhanded manner to another district lobbyist who was in precisely the same position as Mr. Horner.

Second, Mr. Arguello contacted clients of Mr. Horner and criticized his work. Contacting Mr. Horner's outside clients appears to be only tenuously connected at best to Mr. Arguello's duties as a school board member. There is reasonable cause to believe that his contacts with Jeff Heunik and Peggy Choudry served no credible purpose for the School Board and instead were intended to harm Mr. Horner professionally.

There is no credible evidence that Mr. Arguello threatened physical violence against Mr. Horner. However, Mr. Arguello did engage in intimidating and hostile acts against Mr. Horner's business interests that appear to be beyond the scope of his duty as a Board Member of oversight of School District contracts and funds. Based on the foregoing, there is reasonable cause to believe that Mr. Arguello violated Osceola County School Board Rule 2.70(V)(B)(2).

STATEMENT OF COMPLETION

The independent investigation has been completed by the undersigned and all material information and evidence discovered during this investigation has been reviewed, analyzed, and considered in setting forth the conclusions provided within this report.

/s/ David M. Delaney

David M. Delaney, Esq.

Dell Graham, P.A.

2631 NW 41st Street, Building B

Gainesville, FL 32606

December 13, 21

BOARD MEMBER INTERVIEW OF
JON ARGUELLO TAKEN BY DAVID DELANEY
NOVEMBER 3, 2021
11:00 A.M. TO 12:30 P.M.

1 THEREUPON,

2 BY MR. DELANEY:

3 Q Mr. Arguello, my name is David Delaney. We had
4 a chance to introduce ourselves to each other before we
5 got started. I am here to conduct an investigation
6 regarding a claim filed with the school district by Mr.
7 Mike Horner. A little bit of background that I am not
8 previously associated with yourself, Mr. Horner or the
9 school district, Osceola County School District for that
10 matter.

11 And I'm just here really to just try to
12 understand what the facts of the situation are. I want
13 to give you every opportunity to respond to my
14 questions. I don't ever intend to ask anything
15 confusing, to cut off any of your answers. If any of
16 that starts to happen, just raise your hand and let me
17 know that you're not finished because I do want to get
18 your complete answers.

19 I want to look at any documents that you would
20 like me to review whether you have them with you or
21 whether I need to go track them down, and interviewing
22 any witnesses that you suggest that we need to regarding
23 these issues. Do you have any questions for me about
24 the process before we start?

25 A No.

1 Q Okay. If you need to take a break for any
2 reason, I don't expect us to be here over too long, but
3 I don't want you to be distracted. The room is too warm
4 or you need to get more water or anything like that,
5 just go ahead and let me know and we'll take a break.
6 Are you ready to get started?

7 A Yes.

8 Q Okay. So when did you first meet Mike Horner?

9 A The very first time I met Mike Horner was in
10 2012.

11 Q And what were the circumstances?

12 A Some political function.

13 Q Okay. Did you form any impressions of him from
14 that meeting?

15 A That he was -- seemed to be the standard state
16 representative type of person where he was just, you
17 know, everybody liked him.

18 Q Okay. Did you have any dealings with him in the
19 time period between 2012 when you first met him and
20 becoming a member of the school board?

21 A Yes.

22 Q Okay. Would you tell me about those, please?

23 A Yes. So we met at Denny's one time. And we
24 have an exchange of texts. And it's on my last phone.
25 So, going back on my phone. So we met at -- I don't

1 remember whether he texted me first or I texted him
2 first. So on July 9th, 2020 he sent me a text that says
3 thanks for reaching out. Would be free for coffee next
4 week. Either Tuesday or Wednesday of next week would
5 work. Just let me know what would be convenient. So,
6 he recommended Denny's. I didn't meet with him again
7 until -- I think I met with him at some later point of
8 time. Then we had a meeting just about the race.

9 Q So this would have been approximately July of
10 2020 with Mr. Horner at Denny's?

11 A Yes.

12 Q What race were you referring to?

13 A My race for the school board.

14 Q What do you remember being discussed during
15 then?

16 A I was seeking what his thoughts are.
17 Essentially there is a political body in Osceola County.
18 Mike is part of that body. And it's basically a bunch
19 of people who have historically picked and choose who
20 the candidates would be for the county. And so you
21 would essentially meeting with Mr. Horner is part of the
22 process of kissing the ring to the establishment in
23 Osceola County and you see if they support you, and then
24 Mike Horner will provide you with access to people or
25 whatever.

1 Q Okay.

2 A The one thing that I remember. I'm sorry to
3 interrupt you. One thing I remember from that meeting
4 Mike gave me a piece of advice. And that piece of
5 advice was listen, if you get elected, then here is my
6 advice to you. Pick your three pet projects, then keep
7 your head down and do whatever the superintendent says.

8 Q And did you have any reaction to that advice?

9 A Internally my reaction was go fuck yourself.
10 Externally my reaction was thanks for the advice.

11 Q Okay. Do you recall any other times where you
12 and Mr. Horner engaged in a discussion? Not just
13 casually said hello at an event. But had a sit down
14 discussion where you were actually going back and forth
15 maybe similar to your meeting at Denny's between the
16 time of your first meeting in 2012 and the time that you
17 were elected?

18 A So we exchanged -- I think that we met one more
19 time. Well, here is the thing. So we met in that July,
20 July 14th that we actually met. I don't have any other
21 texts that I've exchanged with him. On August 18th he
22 sent me a text that says congratulations Mr. School
23 Board Member. I think that we may have spoken in
24 between those periods. I don't know. To my
25 recollection, we had met a couple of times. But in

1 passing maybe or through text.

2 But my sister is running subsequently and
3 through her campaign I reached back out to Mr. Horner to
4 see. Let me see, congratulations August 24th, how are
5 you doing? So on August 24th I asked him how are you
6 doing? I was wondering if you can help me with some
7 points of contact. Osceola Engineering, Junior Davis
8 and Terry's Electric. He said yes. I said thank you.

9 And then he sent me three contacts which I was
10 appreciative of. And then I said to him, hey, do you
11 have -- okay, so this is not my sister's race. This is
12 for Julius Melendez. So I asked him do you have any
13 other leads for me? I am Julius fund raising chair. I
14 want to come out with a big number. And he says let me
15 think on it. As you know it is tough -- let me think on
16 it. As you know it is tough sledding thanks to Covid.
17 Plus, if I think of some low hanging fruit, I will be
18 inclined to ask them since Julius asked me to find him
19 some checks. Seriously, I will try to think of
20 something.

21 And then I said that works. I will not hunt in
22 your woods then. Those three should be three checks.
23 Good hunting. Let me know at all if I can help. And
24 then I sent him an invite to some event which I
25 downloaded a picture. Maybe it was like a party. Yup,

1 I sent him an invite to my party. This is on August
2 25th. And then he said thanks for the invite, see you
3 then.

4 Q Of 2021?

5 A This is 2020. August 28th, 2020. So
6 essentially I haven't taken my seat yet. Which I didn't
7 take the seat until November of the same year. August
8 28th I said hey, Mike, I'm trying to reach Domingo
9 Sanchez but he does not know me, can you get a check for
10 him for Julius. Also, I have to cancel tomorrow night's
11 party due to work issues. I hope that you will join me
12 another day. He said he would talk to me. Thank you.
13 He said I will absolutely come another time. Also
14 sometime in the coming weeks let me know if you would
15 like to get together to talk about administrative
16 issues.

17 Then I say absolutely, let me know when it is
18 convenient for you. Hey Mike, I texted him on September
19 1st. Hey Mike, any luck on checks for Julius? Not yet.
20 They're not going to let us down right, I said. He
21 asked me if I was free for lunch the next day, Tuesday,
22 Wednesday or Friday. I said -- we met at Woodsby's. I
23 knew -- so at Woodsby's he says is it more convenient
24 for you to meet at Poinciana, if so pick the place. He
25 said BJ's -- So no, we went to BJ's. The second time we

1 met at BJ's at the Loop. So we met there.

2 Q Okay. Did you find Mr. Horner to be responsive
3 when you would send him a text?

4 A Yeah, somewhat. Yeah. Yeah.

5 Q I'm going to give you my business card and it's
6 got my e-mail address on it. If there is any of those
7 texts that you want me to consider as part of the
8 investigation that I'm doing, please forward those to me
9 and I will do that. Are you critical of anything that
10 Mr. Horner communicated to you by text or e-mail? And I
11 mean, critical regarding his work for the school
12 district as a lobbyist?

13 A So his work for the lobbyist --

14 Q And let me focus that question. I will ask a
15 more expansive question later. But in terms of any of
16 the texts that he sent you or any written communication
17 between the two of you, are you critical of anything
18 that Mr. Horner wrote in there that reflects on him not
19 doing a good job for the school district as a lobbyist?

20 A Yes.

21 Q Okay.

22 A So in March -- okay, so here is where it begins.
23 So essentially in March.

24 Q March of 2021?

25 A March of 2021. Here is the problem. Once I got

1 elected, I started realizing that a lot of people were
2 getting contracts for no other reason than being friends
3 in the school district. They weren't doing the job.
4 They weren't doing work. Just taking money the way that
5 anybody would take money. Latin American corrupt
6 governments.

7 The first one was Kelly Trace. Some
8 communications company. I started finding out about
9 this information here based on these texts. I said
10 Mike, can you tell me about the Traces? I don't know
11 anything about them. I didn't have any opinion of them.
12 I've never run against them. If I would have met them,
13 I would have never remembered it.

14 So I'm asking him Mike, can you tell me about
15 the Traces? And then he said Kelly Trace. So I said
16 I'm knee deep in construction give me the basics let's
17 have coffee. Do you want me to call you? I hate having
18 calls. If I'm sending a text or e-mail, I expect a
19 e-mail or text response for the reason that it is e-mail
20 or a text. But he was refusing to tell me. So I kind
21 of coerced him to tell me. Just tell me right now, give
22 me a synopsis of the relationship.

23 So he says Kelly runs a PR firm called Reach,
24 key for social media, PR, et cetera, et cetera. And
25 Keith sits on the city council at St. Cloud and so on.

1 I'm just finding out. And then March 10th we met again.
2 So March 10th, Mike and I met. And then Mike said to me
3 don't start looking into stuff. Don't start your job
4 not to be investigating anything that is going on. Your
5 job is not to be looking under rugs and stuff for dirt.

6 Pick your three pet projects, he mentioned this
7 a second time again and he gave me the advice. Pick
8 your three pet projects, you know, go from there.
9 That's what I remember. So now I'm becoming suspicious
10 of Mike. I'm asking him for information. He seemed to
11 know exactly where I was going with my questions. So
12 Reach as a company was a company where I went, I pulled
13 all the records for this company Reach. And it was very
14 clear that Reach was getting paid a tremendous sum of
15 money for very little work where you could -- only
16 marketing can get away with it. Only when you are
17 titled marketing and you get away with doing that type
18 of work for those types of fees aside from your work.
19 No offense.

20 It's the same thing here. Now I start finding
21 out. So at that point in time my whole scope changed
22 from how I was looking at who the district was working
23 with in terms of contract. Now I started too ask what
24 are they doing, how much time are they spending, what
25 are the results of their labor et cetera, et cetera. So

1 I asked. Then he started sending me, you know, dispute
2 they have Greggo. He gave me a big thing about Greggo
3 was great. Julius ran him out of town. All this, and
4 basically warning me if I'm a bad school board member, I
5 won't be re-elected.

6 Q And that's something that he included in a text
7 to you?

8 A So he sent me a text with this article about the
9 school board and Greggo leaving and saying if I didn't
10 mind my P's and Q's, that Dr. Pace would leave and the
11 leave the district in a bad way.

12 Q So if that is something you want me to consider,
13 would you make sure to send me that text message?

14 A I'll read the text to you for the record. For
15 sure, my interpretation is that the key is not running
16 off superintendents. Greggo turned around the district.
17 Pace was his number two after Greggo was pushed out. We
18 went into the wilderness. It seems to me we're now
19 finding our way back to Pace. Someone who knows better
20 than me to dig into that and get you a clear picture
21 about educational matrix.

22 Q That was a text from Mr. Horner to you?

23 A Yes, that was a text sent on March 10th.

24 Q Okay.

25 A So he sent me a text talking about some federal

1 money, so on. Thanks. So I sent him on April 21st a
2 link to my sister's contribution page. And then I asked
3 him on May 3rd, hey, Mike, can you send me the
4 legislation on girls sports things. Basically girls
5 playing boys sports, that whole controversy thing. So
6 he sent me some information. And he sent me staff
7 analysis and so on.

8 So here is the thing. Seems like there is --
9 Mike, how's it going. Okay. On June 8th, right, I sent
10 him a text message which is where I entered the record
11 already. Hey Mike, how's it going? I see you're
12 popping up on reports this month. I hope my sister can
13 also depend on your generous support. And then he
14 responded I look forward to meeting her. I haven't had
15 the pleasure. I told you when we met for coffee that
16 day it was my intention to support Perry. I think she's
17 done a good job as an incumbent.

18 Just as I imagine you want my support when you
19 run for re-election. So by this time our relationship
20 was actually already stressed and here's why. In March
21 I was asking for e-mails for Mike Horner's performance.
22 Okay. What I was asking for was what does his contract
23 look like. I asked for his contract. I asked for this.
24 I asked for a bunch of different stuff. Because I
25 didn't see any e-mails. I was asking questions of the

1 superintendent. I was asking questions of people. But
2 I wasn't getting any lobbying effort type of work,
3 right. So and just to highlight that, I asked for
4 e-mails of all of my Mike Horner's. I asked for a list
5 of all of Mike Horner involving Mike Horner to the
6 district.

7 Q When did you make that request?

8 A In March sometime I think.

9 Q Was it before or after the talk at Denny's?

10 A It was far after that. It was when I started
11 looking into the contracts of all the people that had
12 relationships with the school district. All right.
13 Basically I made a circle around all of the people that
14 had these relationships where it seemed like a conflict
15 of interest based on relationship. I started pulling
16 those contracts, looking at those contracts, Reach for
17 example. Horner the same thing. Why would Horner who
18 would have to leave the house in disgrace be our
19 lobbyist aside from his relationship but for the
20 relationship he had with the district. Why would he be
21 chosen as a lobbyist, right.

22 I had gone to Tallahassee and spoken to many
23 representatives and so on, delegations up there and they
24 didn't have a high opinion of Mr. Horner. They told me
25 you guys are -- he's persona non grata. Nobody wants to

1 take a picture with somebody who was found on a brothel
2 list, so on and so forth.

3 Now me, I don't have these relationships with
4 these people. So I went there and spoke with them. I
5 asked about him because that was my concern. So they
6 answered me and they said bad idea to have Horner. The
7 only reason he's there is because X, Y, Z. And then
8 they gave me a whole bunch of things that I should be
9 looking at.

10 Q These are legislatures?

11 A Legislatures.

12 Q Do you remember any of them by name?

13 A I could but I'm not going to. Doesn't matter.
14 Everything else they pointed to is correct. Everything
15 they told me was correct. So number one, I asked for
16 all the e-mails that Mr. Horner had back and forth from
17 the district. I got a list of 264 e-mails. I went
18 through all 264 e-mails. That number is just in my
19 memory. It may have been 262, something like that. 260
20 something e-mails of all those e-mails Mike Horner had
21 only been involved in the actual typing up any letters
22 on a handful. So less than ten e-mails he was actually
23 involved. Everything else was just CC'd. So all the
24 decision, maybe he's having conversations with other
25 lobbyist or whatever, I don't know. In terms of

1 communicating with the district, he certainly was not in
2 compliance with the contract which included written
3 reports.

4 So here is his contract. I went through his
5 contract and I was saying he appears to be in breach of
6 this, in breach of this and in breach of this. I go to
7 superintendent, I go to Frank and I'm like hey, in terms
8 of the performance criteria, what is going on here,
9 right. None of this makes sense. So why does he get a
10 pass, right. Just judging based on the amount of
11 correspondence, they didn't send supposedly. Either the
12 school district was not providing me with a complete
13 picture or they had provided me a complete picture that
14 said Mike Horner was not doing his job.

15 Q I have a couple of follow ups. Did you get an
16 explanation of your question about the contract says
17 that Mr. Horner is going to provide written reports.
18 You're not seeing written reports in the e-mail request.
19 Did you ever get an explanation --

20 A No.

21 Q -- about the resolution of that issue?

22 A No.

23 Q Do you have an understanding of what format the
24 written reports are supposed to take?

25 A Here is the contract. It's in black and white.

1 If it is written, it doesn't matter, right. They didn't
2 provide it to me when I asked for it. So I imagine
3 there is none. And I asked the superintendent
4 specifically I would like a report on Mr. Horner from
5 Mr. Horner regarding the lobbyist and he did not provide
6 it to me.

7 So I'm not sure how else I would phrase it.
8 Here is the thing, my relationship with a lot of the
9 other board members, superintendent may be contentious.
10 Maybe that is the reason. However, it is not reason to
11 not provide me the information on this. Either A,
12 they're not allowing me to do my statutory
13 responsibility of oversight or there is nothing there.
14 So it's one or the other.

15 But also in the contract it says he has to be
16 disclosing, comply with all the rules of the house.
17 Obviously I sent an e-mail to the house of ethics
18 committee and they sent an e-mail which described
19 exactly what the situation was. That he was not in
20 compliance with the disclosure. Here is somebody
21 getting paid more than what our teachers getting paid
22 and he's not doing any of the work that our teachers do.
23 He's not doing the job according to his contract. When
24 I start asking questions, everybody gets all huffy and
25 puffy because you're not allowed to ask those questions

1 in Osceola. You just have to allow friends to get the
2 contracts.

3 Q Let me ask you, it appeared that you had a
4 number of text exchanges with Mr. Horner over the 2021
5 year referencing March through August just as we have
6 been sitting here. Would you say that Mr. Horner was
7 involved in text exchanges with you on a weekly basis in
8 that time frame?

9 A No --

10 Q I'm sorry, I cut you off. A total of how many
11 text messages?

12 A I mean, maybe there is 20. I don't know. I
13 changed phones since this. But from that date that I
14 gave you, there is a bunch of e-mails but they're
15 usually in single conversation. Some of these texts
16 seem to be repeats. He sent the same text three or four
17 times. When you hit enter and multiple texts. Looks
18 like maybe we've spoken a dozen times via text.

19 Q What time frame?

20 A From September 16th which is the last text that
21 I sent him between September 16th. And September 16th I
22 sent him a text saying you really couldn't find anybody
23 better than Victor Rivera. So essentially Mr. Horner --
24 I suspect that Mr. Horner was involved with putting
25 those candidates in races.

1 So if you have a candidate A and he's Hispanic
2 and candidate B he's white, then you put in a white or
3 Hispanic to fix the outcome of the race. So I suspect
4 that he had something to do with the candidate Victor
5 Rivera. And after his debate, this person was
6 absolutely had an atrocious performance there. He
7 didn't belong there. He was running on his own.
8 Writing his own material. I suspect that is Mike Horner
9 because that is what he's known for. I sent him back a
10 text on September 16th. Before that June 8th. So there
11 is maybe -- there's not that many conversations, less
12 than 20.

13 Q From September 16th working backwards to what
14 time frame?

15 A March of 2020 or July of 2020.

16 Q September of 2021 or --

17 A September 2021 -- wait. So July 9th now here is
18 the thing, I don't have my text that were in this part
19 of the conversation for some reason they're gone. But
20 July 9th of 2020 it's him responding apparently to a
21 text that I sent to him asking him to me for coffee.
22 And then the last text was September 16th of this year.

23 Q In between there was approximately a dozen
24 texts?

25 A Yes.

1 Q When you met with Mr. Horner for coffee back in
2 approximately March 10th of 2021, did you ask him for
3 his support of your sister in her campaign?

4 A March 10th of 2021?

5 Q Yes, sir.

6 A So that might have been the conversation that we
7 had at Woodsby's and I think I did ask him that. I mean
8 yes, I did ask him. I don't know if I asked him at that
9 conversation, but yes I did ask him.

10 Q You were critical of Mr. Horner's lack of
11 written reports which you felt was non-compliance with
12 his contract. Were there other aspects of his contract
13 that you felt that he was not in compliance with?

14 A Here is my general opinion.

15 Q Okay.

16 A Is that Mike Horner has this contract scot-free
17 \$60,000 a year whether he does his job or not as a
18 lobbyist because of his relationships with Dr. Pace, our
19 superintendent, with Clarence Thacker our chairman, with
20 Robert Bass our school board member, because Mike Horner
21 himself told me that. Mike Horner himself told me that
22 he's the one that gave Robert Bass to run for that seat.

23 So when I have somebody telling me my advice to
24 you is to pick three pet projects, and then you do what
25 the superintendent tells me. And in my mind I'm

1 thinking okay the first thing I'm going to go back and
2 check your contract to see and if I believe. So what am
3 I going to do is I would observe him for an extended
4 period of time and then I asked for all the e-mails, I
5 asked for the contract, I asked for these things.

6 When I asked for money for my sister, I wasn't
7 expecting him to give me money. I wanted him to know I
8 had the balls to come to his face and ask him,
9 irrespective of the fact that him and I are not getting
10 along, right. So it really -- I wasn't coercing him to
11 give me money because I knew he wasn't going to give me
12 money. And he represents more than one person. And it
13 wasn't me telling Mike Horner to go F-off, I was telling
14 them all to go F-off. I knew that. It was never really
15 about money.

16 It was about establishing the fact that I'm
17 going to take them on, I'm going accept the challenge
18 you presented to me, you want me to do a different job
19 than I'm here to do and I will confront you on it. And
20 his contract is just the first issue involved. His
21 contract was the first step. If you look at his
22 contract, he's not in compliance. If you look at the
23 rules of house, he's not in compliance. If you look at
24 what he's done this year, he's not in compliance. He
25 still to this day he might have gone and registered with

1 the house that day and now he's disclosing what his
2 issues are but he still hasn't sent me one single
3 written report on his lobbying. So he's still not in
4 compliance with his contract.

5 Q I just want to make sure that I'm understanding
6 there was the registration issue, the lack of written
7 reports. Are there any other things that I'm missing
8 about your criticisms of Mr. Horner in regards to this
9 contract?

10 A Here is the thing with this contract and with
11 Mr. Horner in general, he's a representative of the
12 corruption level, corruption we have in Osceola County.
13 This is not about what you do for the district. It's
14 about who you know at the district. And for me somebody
15 who ran on transparency and good governance, he's the
16 exact opposite. At the district he is a problem. He is
17 a liability.

18 The liability centers around the fact they
19 don't care about conflicts of interest. We have a
20 culture of conflicts of interest here. All I wanted to
21 do was bring it to the public. Now I can't change
22 everything especially on one vote, right. My job is to
23 bring it to the public, which is what I did. I exposed
24 the issue to the public, right. The board voted to keep
25 him, right. And that's pretty much it, right. Do I

1 write a press release, absolutely. I will make it
2 extremely clear. This is my opinion of Mr. Horner and
3 anyone else who comes to the district that doesn't
4 intend to do their job that is still getting paid
5 because they're friends or buddy-buddy with someone on
6 the board or someone in the district. It has nothing to
7 do with Mr. Horner's name or who Mr. Horner is. He just
8 happens to be a great representative of the problem that
9 we have here and I'm trying to fix it.

10 Q Let me ask you about the press release. Is
11 there a reason that you wrote the press release in the
12 third person?

13 A Yeah, because that is how you write a press
14 release.

15 Q Okay. And tell me just what is your source of
16 information or what is your background in doing it that
17 way?

18 A I spent my career in communications.

19 Q Okay. Did you have any concern that there could
20 be confusion that this was the position of the Osceola
21 County School Board or superintendent's office or some
22 other authority that you by writing it in the third
23 person?

24 A It's my letterhead. It's my personal
25 letterhead. And it says me. So I'm a school board

1 member Arguello demands lobbyist resignation. So I'm
2 not sure how there can be confusion there. It says
3 school board district of Osceola County Jon Arguello
4 school board member of the district at the top. School
5 board member Arguellos demands lobbyist resignation.
6 I'm not sure how there could be any confusion about with
7 it's school board or school board member Arguello. My
8 name is Arguello. Has been for 46 years. I'm going to
9 continue to speak whether I write in third person like
10 Trump or I write in first person or any other way.
11 These are my opinions.

12 At the very end it says for information
13 regarding this release, please contact Jon Arguello.
14 And then it has my phone number and my e-mail. And it
15 quotes none other than myself. So I mean, technically
16 no if you're confused by who put this out, then chances
17 are you're not reading the press release to begin with.

18 The district provided me with this letterhead.
19 So this letterhead for the numbers has been in effect in
20 use I don't know how long. Certainly before I got here
21 five minutes ago. Everybody had their letterhead. Did
22 they intend for us to not to use that letterhead for
23 confusion just now since I got elected or it never
24 confused anybody before when your name was Wisehigher or
25 anything else. So what is it about my name that makes

1 it confusing as far as the letterhead.

2 Q The press release would be one of the examples
3 where you were critical of Mr. Horner?

4 A Yes.

5 Q Are there other examples that you point to or
6 you have put down your thoughts about Mr. Horner's
7 deficiencies as a lobbyist for the school board in
8 writing?

9 A I do it on the official record at the public
10 hearing. I wrote that. I mean, in Facebook posts.
11 Here is the thing, I wrote my letters and I spoke to the
12 superintendent about it. So I have not been shy about
13 any of my -- the only place where you couldn't tell
14 whether or not I was a fan or not was in my e-mails to
15 the state.

16 So when I wrote to the state, just was matter
17 of fact, you know. So the state told me they were
18 clear. Here is the thing, as a school board member, I
19 write may I receive Mr. Horner's date stamp lobbyist
20 registration documentation. Mr. Horner was not
21 registered. I mean, that might have been a response to
22 someone else. But in this chain of e-mails, if you
23 look, they say -- I'm trying to find where he's --
24 here's the thing and I'm going to read it. I mean, here
25 is the response from the state.

1 Mr. Horner's resignation -- registration,
2 forgive me. Mr. Horner's registration to lobby for
3 Osceola County School District is current and effective
4 January 1st, 2021. He has been registered every year
5 since 2015 per the lobbyist registration office --

6 Q Can you really slow down for the court reporter?
7 We can read faster than they can.

8 A Sorry about that. Mr. Horner's registration to
9 lobby for Osceola County District is current and
10 effective January 1st, 2021. He has been registered
11 every year since 2015 per the lobbyist registration
12 office. Our committee has received two contracts for
13 Mr. Horner for the Osceola School District. The first
14 one was received on 3/3/2018 and terminated 12/31/2018.
15 The second contract was received last Wednesday, July
16 14th, 2021 and expires on 12/31/2022.

17 Thus, it appears that Mr. Horner was not in
18 compliance with the house rule requiring disclosure of
19 public entity contracts for the years 2019, 2020 and the
20 first half of 2021 which happened to be after the
21 session end quote. Compliance is a house condition for
22 the lobby and therefore it appears that he was not
23 authorized to lobby the house during that period. The
24 house did receive disclosures from Mr. Horner for the
25 2021 session required under house rules.

1 However, he only listed the general
2 appropriation act requirement. The rule however
3 requires greater specificity because the school district
4 does not have an interest in every budget line item. It
5 does not appear that Mr. Horner disclosed any issues on
6 behalf of the school district. Thus, it also appears
7 that he was deficient in his issue of disclosures for
8 the past two years as with the contract disclosure rule
9 applies the issue of disclosure requirement is a
10 condition to lobbying the house.

11 We include this information to fully respond to
12 your inquiry and to assist Mr. Horner more fully comply
13 with the requirements of house rules in coming sessions.

14 Q And that was -- let's identify the document that
15 you are reading?

16 A That is an e-mail that was dated -- that is from
17 Mr. Jonathan Helle, H-E-L-L-E and I think I CC'd Mr.
18 Horner when I sent that e-mail. So it's not like he
19 didn't have notice. I was sending that e-mail and I was
20 noticing him. So that date was July 20th. That was
21 July 20th of 2021.

22 And so he's responding to an e-mail that I
23 asked asking for his registration information and all of
24 that. So here is the thing, if it is in violation of
25 the rules to perform my statutory duties as a school

1 board member, I mean, how can that be. My job is
2 oversight. We have a lobbyist who is lobbying
3 supposedly in Tallahassee on our behalf without being
4 registered and I'm not supposed to say anything. Why,
5 because I asked him for a campaign contribution.

6 To me those two things are not related. I can
7 ask him for a campaign contribution. There's nothing
8 wrong with that. There is no coercion. He knows I'm
9 coming for him. I asked for his records March 5th.
10 That was before I asked him for any money. So I asked
11 him for money afterwards.

12 Q What did you ask him for on March 5th?

13 A On March 5th I was asking the superintendent for
14 his contract and so on. I think it was March 5th. Let
15 me look into my e-mails here. So I asked for money for
16 Julius. Here is the thing, Julius and Horner they hated
17 each other. Okay. Horner asked for his resignation
18 from the Chamber of Commerce when he got caught in the
19 brothel.

20 So he gets caught in the brothel. Julius as a
21 school board member the first time he was on the board
22 asked for his resignation. He hates Julius. Here I am
23 asking for money. Did I think he would do anything for
24 him. I didn't expect him to do anything for him. He
25 told me at that lunch meeting I hate Julius. I hate

1 Julius, I'll never give him anything.

2 Q Mike Horner said that?

3 A Mike Horner said it to me.

4 Q Regarding Julius Melendez at the --

5 A Yes.

6 Q -- the June lunch meeting?

7 A He reiterated that every time we meet. Every
8 time we spoke. He does not have an affinity for Julius
9 Melendez because Julius Melendez did this. The last
10 time we met, I think it was the second time we may have
11 met, he actually went into detail about his whole story
12 with Julius. Julius did this and then he gave me the
13 entire back story. I made a mistake at the brothel. It
14 was my bad. You know I was down. Julius came and
15 kicked me while I was down. He asked me to resign.
16 From that period on I'm against Julius in everything.
17 It doesn't matter what Julius does I'm against Julius.

18 So here I am asking him for money. And am I
19 really expecting money, no. I'm just trying to make
20 sure he knows I'm not afraid to come and talk to him and
21 whatever. He's not going to intimidate me. Along with
22 this investigation, he had his surrogates do two
23 commission on ethics put complaints on me. So it's not
24 that I'm intimidated by these things. What are they
25 going to find, they same shit they pulled out in my

1 campaign. It makes very little difference to me. I
2 will continue with the work and that's what this is
3 about.

4 Q Let me unpack something that you just said
5 there. Has Mr. Horner taken action to intimidate you?

6 A Absolutely he has tried. That's what this is
7 really about.

8 Q Tell me what steps Mr. Horner has taken to
9 attempt to intimidate you?

10 A Well, the investigation is one.

11 Q That we are doing right now?

12 A The investigation right now. This is not about
13 him coercing me. Not about me trying to coerce a
14 campaign contribution. This is him trying to intimidate
15 me from doing my job as a school board member. Here is
16 the thing, how do I know that? I don't know the
17 statement that the person of that company that I called,
18 right, asking for his reference.

19 But when I called, I should have recorded that
20 conversation. If I had been smart, I would have told
21 them I'm recording it and recorded that conversation.
22 But I called them specifically to find out what Mr.
23 Horner's practices were. What does he do for you guys?
24 If you're telling me you pay \$60,000 a year and he
25 doesn't do anything for that money. This is his

1 reputation. This is what he does.

2 I thought you were going to say here is what he
3 does, X, Y, Z. He does A, B, C as a report and it's
4 kind of whatever. I think it was a former legislature
5 who was his friend. I know I'm calling his friend.
6 It's not like I didn't know who I was calling and in the
7 field of the enemy having the conversations about Mr.
8 Horner.

9 So Google works for me, too. So I called this
10 guy and knew that. So now I imagine that guy is going
11 to lie and say hey, I'm Arguello and I'm going to do
12 this. All I did was ask questions about Mr. Horner's
13 performance and his work environment.

14 Q So help me understand. I want to give you an
15 opportunity to legally explain your views on this. So
16 on this particular issue of Mike Horner's attempts to
17 intimidate you, what else would you add to that list
18 other than this investigation?

19 A He has had surrogates come and attack me.

20 Q Okay. How do you know that those surrogates
21 were acting at the direction of Mr. Horner?

22 A So one of Mr. Horner's surrogates is an
23 organization called Heroes For Kids. And Heroes For
24 Kids is an organization that does events and whatever,
25 they depend on the school district and whatever. And it

1 was a well thought of organization at some point.

2 Well, they get contracts, they get money from
3 the municipal agencies. City of St. Cloud they get
4 money. Who is the lobbyist for the City of St. Cloud,
5 it's not Mr. Horner. It used to be. But Mr. Horner is
6 the one who put it Mayor Blackwell, the mayor of St.
7 Cloud in that seat. That's what Horner told me. It
8 came from Horner's mouth.

9 So Mr. Horner is putting all these people and
10 then he get his surrogates contracts through the city.
11 And then those same organizations. I have never had an
12 exchange -- I didn't know this so-called batman or any
13 of these surrogates. I didn't know them. Now all of a
14 sudden they're submitting ethics violations against me.
15 They're attacking me on social media and so on.

16 I know that they're his surrogates and it's
17 intended for me to know that they're his surrogates. I
18 have a picture of him and the gentleman. So I don't
19 know if they would acknowledge that they know each other
20 or not. But certainly.

21 Q So I don't want to distract you while you pulled
22 that up.

23 A Sure.

24 Q Did you have any support for your contention
25 that Mr. Horner has sent surrogates to attack you other

1 than this prior association the lobbyist for the City of
2 St. Cloud and the fact that he has taken a photograph
3 with one of the person that filed an ethics complaint
4 against you?

5 A It's that whole organization. Essentially when
6 I spoke out against -- it's a totality of the evidence.
7 Number one, you have to know behind the scenes how
8 everyone gets along, right. And birds of a feather kind
9 of flock together. Well, all of these birds were
10 sitting on the same couch together type of situation.
11 These are surrogates of Mr. Horner. Can I prove these
12 are surrogates, no, I haven't seen contracts between the
13 two parties, right. But certainly everyone acknowledges
14 that these are surrogates of Mr. Horner.

15 Q Who else would acknowledge that other than you?

16 A I can give you a list of people who would
17 confirm that.

18 Q I don't mean to interrupt you. I am trying to
19 understand.

20 A Yes, absolutely. I can give you a list of
21 witnesses that would confirm that these are surrogates.

22 Q Okay. I will speak to witnesses that you
23 identify. I'm truly interested in both sides of this
24 situation. You should not conclude that I have any
25 preconceived notions by the tenor of my questions. I'm

1 just going through and trying to understand the
2 situation.

3 **A Absolutely.**

4 Q You investigated Mr. Horner's qualifications by
5 the state legislature to act as a lobbyist on behalf of
6 Osceola County Public Schools. During that time period
7 2020-2021 time frame, has Osceola employed other
8 lobbyist to act on its behalf?

9 A We have three lobbyist. We have Olay. We have
10 another lobbyist a gentleman --

11 Q Doug Bruce?

12 A Doug Bruce. Mr. Bruce as well as the other
13 lobbying firm -- oh, I'm sorry, we actually have four
14 members. Olay, Rutledge Jessenia and we have Mr. Bruce.
15 With the exception of Olay, I don't know. But the other
16 two agencies that came and presented, do present us with
17 lobbying reports. Jessenia sends us a report. The
18 other person Mr. Bruce he sent us a report. So we get
19 information from these people in comparison, you know, I
20 mean.

21 Q Did you conduct any investigation regarding any
22 of the other lobbyist and their qualifications to lobby
23 on behalf of Osceola County Public Schools during this
24 time period?

25 A I asked. So all I did was ask for Mr. Horner's

1 contract, right. And that was really the extent of my
2 investigation. When I got to the board meeting, I asked
3 Mr. Horner somebody had left me an anonymous message
4 telling me that Mr. Horner is not registered to lobby.
5 So at that lobbying session, I asked all three lobbyist
6 are you registered, are you registered, are you
7 registered.

8 And the only one that was playing cute and
9 refusing to answer the question was Mr. Horner.
10 Everyone else with certainty said they were registered
11 to lobby. I knew that they were already submitting
12 reports because I had received them. So when I asked
13 for the e-mails from Mr. Horner, I also get other
14 e-mails Mr. Horner is CC'd on some e-mails, I would get
15 those other e-mails from the other companies. Of the
16 260 all those e-mails were generated from other lobbying
17 firms doing the work.

18 Q The anonymous message that you talked about, do
19 you still have that?

20 A Potentially.

21 Q If you have that, I welcome you to submitting
22 that. Is the issue Mr. Horner was not registered to
23 lobby versus he had not completed the house rule
24 disclosure?

25 A Say again?

1 Q Do you acknowledge there is a distinction being
2 a registered lobbyist?

3 A Yes. He was in fact registered. But the tip
4 that he was not registered. It was he was not
5 disclosing. When I found out about the disclosures and
6 I asked him up there. I was looking doing my Google
7 searching there. The distinction wasn't clear to me
8 when I was getting the tip.

9 Q All right. You since learned that Mr. Horner
10 was registered as a lobbyist but he had not filled out
11 the house disclosure at the time the June 8th, 2020
12 school board meeting we are talking about; is that all
13 correct?

14 A Sounds right.

15 Q June 8th was a Tuesday and I think that's the
16 time frame. Do you know what the disclosure status was,
17 not the registration status, the disclosure status of
18 any other lobbyist for Osceola County Public Schools at
19 the time you were asking these questions on the June
20 8th, 2021 meeting?

21 A No, I did not know.

22 Q Does it matter to you --

23 A Yes.

24 Q -- what their disclosure status was at that
25 time?

1 A So absolutely. I have never met Mr. Bruce. The
2 first time I had met Mr. Bruce was at a legislative
3 update. I think that he actually appeared via zoom or
4 something like that. So just like you, right, when you
5 introduce yourself what did I do, I tell you hey, I
6 question you as a source. I question that you're coming
7 here, that you're honest, I tell everybody that.

8 Listen, I'm going to speak the truth to you. I
9 don't know if you're going to tell me the truth, right.
10 And that is exactly how I felt with Mr. Bruce and with
11 Rutledge Jessenia. Now when I went to Tallahassee I met
12 with Bruce and I spoke with Jessenia. And my vibe, my
13 view, this is a real firm. They do real work. People
14 told me in the community that's a good firm.

15 With Mr. Bruce everybody had said great things
16 about him and they said great things in this district
17 whoever they have a contract. I didn't know that for
18 sure. But that evening at that board meeting I asked
19 Mr. Bruce, Mr. Bruce, are you registered. He looked in
20 my eyes and said hey, no, BS I'm a real lobbyist. I'm
21 not messing around. You're not my only deal in town.
22 That is the vibe that you got from the conversation.
23 He's doing the job.

24 And as I said when I did my inquiry regarding
25 the e-mails, I can see his reporting, he was sending us

1 news articles. It's not because he was a doctor, he was
2 working. So the only one that was obviously that was
3 not the case was Mr. Horner. And maybe Mr. Horner's
4 work was meeting with legislatures in the house. Maybe
5 that is where he is earning his money. But he was not
6 registered to do that, right, or he was not properly
7 disclosed to do that. So either A he's doing that
8 illegally or he's not doing either, right. That was
9 where my problem was.

10 Q Do you know what the ability was for any
11 lobbyist to meet in person in 2021 legislative session
12 with legislatures? I'm asking protocols did that have
13 any affect to your understanding of lobbyist ability to
14 meet in person?

15 A It did affect his ability to meet with me. So
16 here is the thing, people can tell me oh because of
17 Covid, I don't buy that. He's had a contract for many
18 years. We had this big showdown at the school board
19 meeting, how many reports has Mr. Horner submitted since
20 then. I haven't received any. You would think that if
21 a school board member is calling for your termination,
22 that you're going to step it up a notch. He hasn't
23 stepped it up. I haven't heard his name mentioned, so.

24 Q Just so we are clear before I leave the topic,
25 you mentioned the lack of written reports for Mr.

1 Horner, or at least the ones you've been provided
2 multiple times. You've mentioned the fact that although
3 he was registered, he did not fill out the disclosure
4 form required of the house. Are there other ways which
5 you believe Mr. Horner was not in compliance with the
6 school district since you've been a board member?

7 A Since I've been a board member, if you go
8 through his contract, I think that he's paid a salary
9 more than the average teacher. He might get paid more
10 than any teacher in our district. When I look at the
11 performance criteria, number one, I know that it wasn't
12 him. He didn't impact those results. We know what
13 happened with compression, we know what happened with X,
14 we know what happened with Z. We knew how Covid
15 affected everything.

16 So number one, we're not receiving anything
17 from him. Number two, he's not having an effect on our
18 policies, on our situation. And no matter what, it is
19 an anchor around his neck. The fact that the only
20 reason, and everyone in Osceola County knows it, that he
21 has this contract is because of his relationship with
22 board members and to me that is a problem.

23 Q Help me understand because compression is
24 something that I have heard about since I've been asking
25 these types of questions. And how do you know that Mr.

1 Horner did not have an affect -- let's define
2 compression so we get on the same page about that. Was
3 compression one of the issues that all the lobbyist
4 working on behalf of the school system had at the top of
5 their priority list when they're up there talking to
6 legislature?

7 **A Absolutely.**

8 Q Okay. How did the collective lobbying efforts
9 go of all of the lobbyist who were working on behalf of
10 the district go in terms of compression?

11 A So essentially if all of the -- if Mr. Horner
12 had never been to Tallahassee, if Mr. Horner was born in
13 Africa and had never been to the United States,
14 compression would have worked out the same way. In my
15 conversation with lobbyist and in my conversation with
16 legislatures, it appeared that this was going to happen
17 regardless. So it really was the work receiving
18 compensation for the work that the entire body just by
19 the natural motion of the seat. There is waves and
20 there's forces and he just rides along them. So he's
21 not doing this work.

22 Q And you're basing that on conversations that you
23 had with legislatures?

24 A Yes. And with other lobbyists.

25 Q Have you had any conversations with legislatures

1 that you're willing to disclosure that were critical of
2 Mr. Horner's work on behalf of Osceola County School
3 Board?

4 A No, I'm not going to disclose those.

5 Q Fair enough but I have to check.

6 A All right. I would love to. I'm not the person
7 that disclosure that stuff. I don't want to betray
8 people who refer to be less controversial.

9 Q Okay. We were talking before about ways you
10 expressed in writing your complaints regarding Mr.
11 Horner's work as a lobbyist for the district? You
12 mentioned the press releases, you mentioned Facebook
13 posts. Are there other ways that you've expressed in
14 writing, I know it's on the record what you say at
15 minutes and so forth at school board meetings, but do I
16 have a complete list press releases, Facebook posts?

17 A I think that I have sent e-mails. I think I
18 sent limited e-mails regarding my issues until after I
19 had already voiced my concern. Because of the political
20 dynamics of the board, it's not like -- here is the
21 thing, I'm going to be out voted. I know that. If I go
22 and I play along the way that people intend or they
23 expect for school board rules to play out, I would go to
24 say superintendent hey, I'm really dissatisfied with Mr.
25 Horner. And then what happens, I come to the board

1 meeting anyways and we do whatever.

2 Here is the problem with that, if I did that,
3 if I took that approach, then the public would not know
4 that they were getting ripped off. So I had to do it
5 publicly. So really the board meeting is my only avenue
6 for allowing the public to know that they're getting
7 hosed by this office.

8 Q To that end, when did you first express your
9 dissatisfaction of Mr. Horner's work for the school
10 district?

11 A I think I've had conversations with Mr.
12 Kruppenbacher. I could not go to the superintendent
13 because I know they are personal friends. I couldn't go
14 to any other board member. So the only person that I
15 may have been able to talk to was Mr. Kruppenbacher.

16 Q Do you know when those conversations took place?

17 A Normally I come in here every Monday or Tuesday
18 or during board meeting weeks. So it could have
19 happened. Here is the thing, I don't remember -- Frank
20 is very diplomatic. So if I tell Frank, Frank, I really
21 can't stand this guy Mike Horner. I hate the fact that
22 he's getting 60-grand for not doing anything. He would
23 say I know, Jon. I know, I know, I know and then get
24 uncomfortable and say okay well, I have to get a cup of
25 coffee, you know.

1 It's not like he would engage, right, in that
2 kind of conversation. It's not like we would begin to
3 problem solve. And he also being politically astute, he
4 knows that there's no change that can be made. So he's
5 just like or knowing Frank, too, Frank might have tried
6 to negotiate a deal. So I don't think that we would
7 have had any deep conversation. This is the dynamics of
8 the board and put me on my own.

9 Q Okay. Did you start having those conversations
10 with Mr. Kruppenbacher, what time period?

11 A It would have to have been -- I'm sure I gave
12 inklings of my issue to the superintendent in that March
13 time frame. It may even be in April, you know. And Mr.
14 Kruppenbacher normally is in advance of that. So maybe
15 April, March time frame, also. Where I just ask
16 questions, stand and see a reaction, see what somebody
17 will tell me.

18 Q Other than Mr. Kruppenbacher and conversations
19 with the superintendent, either which were in-depth it
20 sounds like if I'm accurately restating what you're
21 telling me, is the first time that you stated publicly
22 your dissatisfaction with Mr. Horner's work was at the
23 June 8th board meeting or is there some other time where
24 you publicly stated that?

25 A So I think I sent an e-mail to the

1 superintendent where I specifically asked, where I said
2 I would like a report. There is three or four e-mails
3 that I sent the superintendent. One where I asked for
4 all of the e-mails with Mr. Horner. One where I asked
5 for the reports of Mr. Horner. She said which is a
6 common answer oh, meet with him in person instead.

7 Obviously I didn't want to meet in person. I
8 wanted a written record of reports. So I requested a
9 written report from him. She knows I didn't receive it.
10 I never received it. She relayed the message to Mr.
11 Horner is what she said in her e-mail. And then
12 secondly I sent a subsequent e-mail saying hey, I still
13 have not received a report from you Mr. Horner.

14 For me, if I'm asking for a report and you know
15 I never received that report, to me that is a complaint.
16 You should know I'm upset by now. So to me I was
17 accomplishing that in those e-mails. I don't think I
18 said, you know what, I'm really upset with Mike Horner
19 and this issue blah, blah, blah, blah. What I was
20 saying is I want his report and then the report never
21 came. And then I sent a subsequent e-mail saying hey, I
22 still want this report and that report never came. And
23 that to me that is exactly what that is. I'm
24 telegraphing where I'm going, you know.

25 Q I hear you. Have you exchanged text messages

1 with any of the school district lobbyist other than Mr.
2 Horner?

3 A Not with Mr. Bruce. Not with Rutlidge, no.

4 Q Is there a reason why you would exchange texts
5 with Mr. Horner, communicate with him that way?

6 A Mr. Horner is not a typically lobbyist. He's
7 not like some lobbyist with an office or anything like
8 that. Mr. Horner has a complete different purpose,
9 which is to work the political machinations of Osceola
10 County. It's not about Mr. Horner is this great
11 lobbyist. His tremendous relationship. It's Mr. Horner
12 if you need, you know, to run for office, if you want to
13 run for office, then you go to Mike Horner. So it's, I
14 mean, yeah, Doug Bruce doesn't do that. Doug Bruce is
15 not the keymaker of Osceola nor is Rutlidge. Rutlidge
16 is not involved in the pettiness of Osceola politics.
17 Mike Horner is neck deep in the pettiness of Osceola
18 politics in every support institution.

19 Q You reviewed Mr. Horner's contract with the
20 district. Do you have any criticisms of the content of
21 it? Let me ask it this way. Are your criticisms of Mr.
22 Horner's contract with the district are his lack of
23 performance under the contract rather than the contract
24 terms itself?

25 A Well, somewhat. Because \$60,000 is what Ray

1 Robinson for example charges. So are you telling me
2 that Mr. Horner is like Ray Robinson. He's not. He's
3 the highest paid lobbyist that we have on our team. So
4 that in and of itself was a huge sticking point for me.
5 Why is he the highest paid. Rutledge Jessenia is doing
6 the leg work. Then you have Mr. Bruce doing some clean
7 up. And then you have somebody who is not even
8 disclosing the issues. And he's getting paid the most.

9 On its face it does not make sense. And then
10 you have all of these -- this is like a template, right,
11 that was submitted. Who is in control of putting this
12 template together? It must have been that is to the
13 advantage of Mr. Horner. So this right here, right,
14 this Exhibit A performance criteria here, this is
15 exactly the same template that we use in our school
16 board rules.

17 This was written exactly for Mr. Horner. When
18 I recognized this, well, we'll do this, get this done,
19 was this done, no. It was written specifically for him,
20 you know. You can recognize the language. It's the
21 same exhibit that is in the other ones. No. I mean,
22 there wasn't.

23 Q You kind of touched on this and I want to circle
24 back. Did you bring up your concerns about Mr. Horner
25 or his contract to lobby the district to any district

1 employee prior to June 8th? Would it just be the
2 superintendent or anybody else?

3 A Prior to June 2021?

4 Q Or also Kruppenbacher?

5 A Maybe Tonya has heard me complain. Tonya
6 probably has heard me complain. So that's.

7 Q Did you have a conversation with her or she be
8 in the room when you were talking to somebody else about
9 the complaints?

10 A Just maybe she might have overheard me complain.

11 Q Just?

12 A Just in general.

13 Q Okay. But you're not sure about that one way or
14 the other; is that right?

15 A No.

16 Q I am again focusing prior to the June 8th, 2021
17 board meeting?

18 A Really once June 28th came about, that's it.
19 I'm not going to continue harping on that. I'll move on
20 to other issues, right. There will be another Mike
21 Horner. That's exactly that the issue is, we have a
22 bunch of these contracts that are just handed out.
23 They're magnets to my oversight duties, you know.

24 So I'm not going to -- I don't sleep at night
25 with a picture of Mr. Horner under my pillow. It's just

1 that June meeting happen. It's over. I write my press
2 release. I decide when the ending point is and I move
3 onto similar issues and I do the same exact thing. This
4 shouldn't be a shock to them. The only reason it's a
5 shock is anyone would dare to speak out about Mr.
6 Horner. That is the only reason why it is an issue.

7 Q Did you meet with Mr. Horner in early March,
8 approximately March 10th, during the legislative session
9 to discuss the progress in session?

10 A So I asked Mr. Horner I think for a session. He
11 refused to send me anything. Then him and I met. He
12 wanted to tell me in person. I'm not a fan of hey, come
13 meet with me in person instead. Okay. But anyways, so
14 I did meet with him. You know, I'm having trouble
15 recalling exactly which one is where. So we met three
16 times. We sat at a table three times. Once was at
17 Denny's, once was at Woodsby's and once was at BJ's. I
18 don't remember where we were at that specific meeting
19 where we might have talked about legislative issues.

20 Q Okay. In my understanding of what you're saying
21 is that the reason you had to meet in person with him is
22 because you weren't getting the legislative reports?

23 A Yes. Exactly.

24 Q Which was required by the contract, right? Did
25 you ask any other lobbyists for the school district to

1 donate to your sister's campaign?

2 **A No.**

3 Q Have you asked any other vendor not employed by
4 somebody to provide to your sister's campaign?

5 **A Yes, I have.**

6 Q Can you give me some examples of vendors that
7 you have asked to donate to your sisters?

8 **A I've asked Terry's Electric. Basically if you
9 look at the reports for all these people who, you know,
10 run for office all the time, I looked at all their
11 reports and asked the same people. So, some engineering
12 companies, Hanson and Walters. Who else? Frank.**

13 Q Were those asked in person or do you have
14 documentation of when?

15 **A Several texts between me and those people.
16 Frank I asked in person.**

17 Q Could you look? That would be helpful if you
18 can forward those to me. I don't have to have them
19 today but that would be helpful.

20 **A Sean Hental, Hanson and Walters. You want to
21 take a picture of it?**

22 Q You can screen shot it and then e-mail it to me
23 if that works?

24 **A He never answered me.**

25 Q Did you take any action against him?

1 A No. So here is the thing, that company that he
2 works for is one of these companies they play this game.
3 They play the same thing. But they also do provide a
4 service. All right. Nobody can argue that Hanson and
5 Walters is actually a benefit. I'm not actually an
6 expert in engineering to say these guys are smart as
7 engineers should be or anything. But they come out and
8 then they build buildings on top of the land they
9 surveyed or whatever. They do their jobs.

10 It doesn't matter because in the end they
11 actually perform. I mean, there is a giant stretch
12 between these circumstances. Junior Davis, I think I
13 asked Junior Davis for money. And Junior Davis they
14 have never answered. What's the name? There's an
15 architecture company Thomas Chandler who is the
16 president of the Shingle Shultz. I've asked him for
17 money like five times. Five, six times never written me
18 anything.

19 Everyone knows who they are. They are a great
20 architect. I would love to see other architects come
21 participate. Obviously they win the contract. They do
22 their job. Who else? Terry's Electric they actually
23 wrote a check. I'm trying to think who said no. Hanson
24 and Walters has said no. Shingle Shultz has said no.
25 All the vendors have said no. So I mean, I'm not going

1 to raise money from that crowd for the most part. The
2 vast majority of them are going to tell me no.

3 Q Have you taken any action against those vendors?

4 A No. Of course not. Absolutely not. Nor would
5 I provide them any favors. So I mean, I think I've made
6 it clear that companies that are going to give to me are
7 companies that are interested in a school district that
8 has a level of transparency and fairness. The ones that
9 gave to these other people, I'm not going to say they're
10 bad companies or anything else, but they're definitely
11 part of this whole perpetuation of some of these
12 relationships that are unhealthy.

13 So my e-mails. So in the report this is on May
14 25th, 2021, Jessica Janicawitz who is with Rutledge
15 Jessenia e-mailed us a report. And Dr. Pace forwarded
16 that report to the school board. And I also get what
17 Olay worked on and their report and Mike Horner's
18 detailed report and what he has worked on. That was on
19 May 25th. I will follow up with both Mike and Olay. I
20 never received a report.

21 Q That would be the one I just asked you to
22 forward that e-mail. Mr. Arguello, have we done a
23 thorough job of discussing your criticisms of Mr.
24 Horner's performance as a lobbyist for the district?
25 Are there other categories that we should touch on that

1 we haven't?

2 A I think that another criticism is simply Mr.
3 Horner's association with the school district is a point
4 of contention for me. So, we have someone who had to
5 resign from the house in disgrace for being caught on
6 the list of a brothel. Okay. So yes, he was not
7 prosecuted or anything.

8 But we are dealing with kids. So we have a
9 situation where we are in the state with some of the
10 worst sex trafficking numbers and here we have as a
11 lobbyist representing us in Tallahassee at the state
12 seat someone who was supporting that industry, right.
13 So for me, I don't know how you bring those things
14 together. You have an organization and how you can
15 actually bridge that gap by saying oh, he's a great
16 lobbyist, right. To me as a lobbyist that is a
17 disqualifier.

18 Q When did you first become aware of Mr. Horner
19 having to resign because of that issue with the brothel?
20 Like real time when it was happening?

21 A So when it was actually happening, I wasn't
22 paying too much attention. And I didn't know if it was
23 true or whatever. If he was caught in the webs. I
24 didn't know. And I did not care about Mr. Horner at
25 that point in time or what he represented and I had no

1 involvement. Mr. Horner described it to me when we sat
2 down at one of those meetings. Like I say, he described
3 to me exactly what in detail, you know, whatever and he
4 was very nonchalant about it. Yeah, I made a mistake,
5 whatever. I'm doing this. So you did do it. It's not
6 a matter of, you know, were you caught or you were not
7 caught, he's telling me that yes, you know. And he
8 hates Julius for calling him out. For me that was a big
9 -- you just acknowledged that you did do it, why are you
10 here.

11 Q And that would have be approximately March 2021
12 when you learned the whole picture?

13 A During that meeting, yes.

14 Q Any other criticisms of Mr. Horner?

15 A No.

16 Q Are there -- if you're aware of other witnesses
17 now that I should meet with, I can tell you that I've
18 met with I think all of the witnesses I need to that
19 have been identified by Mr. Horner. I was planning on
20 finishing with you unless you have additional witnesses
21 you think that I need to talk to. So if you want to
22 think about that and send me a list, I will talk with
23 those people. I will review any documents that you send
24 me. But otherwise I think I'm close to wrapping this
25 up.

1 **A** **I can't think of --**

2 **Q** And I don't have to put you on the spot now.

3 Take some time to think about it. Sort of make a goal
4 this week to give additional documents and witnesses
5 because I do want to move this through to a conclusion.

6 **A** **I can't think of anyone that I would -- has any**
7 **-- that really has any impact into the situation.**

8 **Q** Okay. Let me just conclude with this. I just
9 want to make sure do you think that we have communicated
10 clearly during the questions and answers?

11 **A** **I do.**

12 **Q** Okay. Do you think this has been a fair process
13 where you've been given an opportunity to answer
14 questions or provide whatever information?

15 **A** **Yes.**

16 **Q** Okay. That's all I have.

17 (THEREUPON, THE INTERVIEW WAS CONCLUDED AT 12:30 P.in.)

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25

CERTIFICATE OF REPORTER

STATE OF FLORIDA

COUNTY OF ORANGE

I, KARA REYNOLDS, STENOGRAPHIC REPORTER, CERTIFY THAT I WAS AUTHORIZED TO AND DID STENOGRAPHICALLY REPORT THE FOREGOING INTERVIEW, AND THAT THE TRANSCRIPT IS A TRUE AND COMPLETE RECORD OF MY STENOGRAPHIC NOTES.

I FURTHER CERTIFY THAT I AM NOT A RELATIVE, EMPLOYEE, ATTORNEY, OR COUNSEL OF ANY OF THE PARTIES, NOR AM I A RELATION OR EMPLOYEE OF ANY OF THE PARTIES, ATTORNEY OR COUNSEL CONNECTED WITH THE ACTION, NOR AM I FINANCIALLY INTERESTED IN THE ACTIONS.

DATED THIS 23RD DAY OF NOVEMBER, 2021.

Kara Reynolds

KARA REYNOLDS

STENOGRAPHIC REPORTER

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CHAPTER 2.00 - SCHOOL BOARD GOVERNANCE AND ORGANIZATION

**PROHIBITING DISCRIMINATION, INCLUDING SEXUAL
AND OTHER FORMS OF HARASSMENT****2.70*+**

I. General Provisions

- A. To the extent the definitions included in this rule, such as the definitions for discrimination and harassment, are more broad than prevailing federal and state law, the application of this rule is not intended to create a private right of action against the School Board if the then prevailing federal and state law do not extend liability to the School Board.
- B. The application of this rule to vendors and volunteers is not intended to create a private right of action against the School Board to the extent the then prevailing federal and state law do not extend liability for actions by non-employees.
- C. If a legally sufficient complaint for harassment or discrimination is filed per this rule, the School District will take prompt remedial action against a party, including a volunteer or vendor. This rule is an operating guideline and the School Board reserves all legal defenses available to it in the event an action is filed.
- D. No person has a private action for damages against the School Board for discrimination/ harassment allegedly committed by an employee(s) (including managers) of the School District without first exhausting the complaint procedure in this rule thereby giving the School District an opportunity to first investigate and take appropriate remedial action. See *Faragher v. City of Boca Raton*, 118 S.Ct. 2275 (1998) and *Burlington Indus., Inc. v. Ellerth*, 118 S.Ct. 2257 (1998).

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II. Policy Against Discrimination

- A. No person shall, on the basis of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin, genetic information, sexual orientation, gender identity, or pregnancy be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity, or in any employment conditions or practices conducted by this School District, except as provided by law.
- B. The School Board shall comply with all state and federal laws, which prohibit discrimination and are designed to protect the civil rights of applicants, employees, students, or other persons or organizations protected by applicable law.
- C. The School Board shall admit students to District schools, programs, and classes without regard to race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin, genetic information, sexual orientation, gender identity, or pregnancy.

III. Policy Against Sexual Harassment or Other Forms of Harassment Prohibited by Law

- A. The School Board desires to maintain an academic and work environment in which all employees, volunteers, and students are treated with respect and dignity. A vital element of this atmosphere is the School Board's commitment to equal opportunities and the prohibition of discriminatory practices. The School Board's prohibition against discriminatory practices includes prohibitions against sexual harassment, or any other form of harassment based upon a person's membership in a protected class and specifically prohibited by applicable state or federal law. The School Board forbids sexual harassment, or any other form of illegal harassment, of any employee, student, volunteer, or visitor. The School Board will not tolerate sexual harassment, or any other form of illegal harassment by any of its employees, students, volunteers or agents.
- B. The prohibition against discrimination including sexual and other forms of illegal harassment shall also apply to non-employee volunteers who work subject to the control of school authorities, and to all vendors or service providers who have access to School Board facilities.

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IV. Definition of Sexual Harassment

A. Prohibited sexual harassment includes, but is not limited to, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature when:

1. Submission to the conduct is explicitly or implicitly made a term or condition of an individual's employment, academic status, or progress.
2. Submission to or rejection of the conduct by an individual is used as the basis for employment or academic decisions affecting the individual.
3. The conduct has the purpose or effect of having a negative impact on the individual's academic performance or employment, unreasonably interfering with the individual's education or employment, or creating an intimidating, hostile, or offensive educational or employment environment.
4. Submission to or rejection of the conduct by the individual is used as the basis for any decision affecting the individual regarding any term or condition of employment, employment or academic benefits, or services, honors, programs, or activities available at or through the school.

B. Types of conduct which are prohibited in the School District and which may constitute sexual harassment include, but are not limited to:

1. Graphic verbal comments about an individual's body or appearance.
2. Sexual jokes, notes, stories, drawings, pictures, or gestures.
3. Sexual slurs, leering, threats, abusive words, derogatory comments, or sexually degrading descriptions.
4. Unwelcome sexual flirtations or propositions for sexual activity or unwelcome demands for sexual favors, including but not limited to repeated unwelcome requests for dates.
5. Spreading sexual rumors.
6. Touching an individual's body or clothes (including one's own) in a sexual way, including, but not limited to, grabbing, brushing against, patting, pinching, bumping, rubbing, kissing, and fondling.

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7. Cornering or blocking normal movements.
8. Displaying sexually suggestive drawings, pictures, written materials, and objects in the educational environment.

V. Definition of Other Forms of Prohibited Harassment

- A. Illegal harassment on the basis of any other characteristic protected by state or federal law is strictly prohibited. This includes verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin, genetic information, sexual orientation, gender identity, pregnancy, or any other characteristic protected by law and that:
 1. Has the purpose or effect of creating an intimidating, hostile or offensive work or academic environment;
 2. Has the purpose or effect of interfering with an individual's work or academic performance; or
 3. Otherwise, adversely affects an individual's employment or academic performance.
- B. Examples of prohibited actions, which may constitute harassment include, but are not limited to, the following:
 1. Epithets, slurs or negative stereotyping;
 2. Threatening, intimidating or hostile acts, such as stalking; or
 3. Written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the school or School District office premises or circulated in the workplace or academic environment.

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VI. Retaliation Prohibited

- A. Any act of retaliation against an individual who files a complaint alleging a violation of the School District's antidiscrimination policy and/ or sexual or illegal harassment policy or who participates in the investigation of a discrimination complaint is prohibited.
- B. Retaliation may include, but is not limited to, any form of intimidation, reprisal or harassment based upon participation in the investigation of, or filing a complaint of, discrimination.

VII. Procedures for Filing Complaint of Discrimination, Sexual Harassment, or Other Form of Illegal Harassment

A. Procedures for Filing Complaints

- 1. Any person who believes that he or she has been discriminated against, or placed in a hostile environment based on race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin, genetic information, sexual orientation, gender identity, or pregnancy by an employee, volunteer, agent or student of the School District should within sixty (60) days of an alleged occurrence file a written or oral complaint. The complaint should set forth a description of the alleged discriminatory actions/harassment, the time frame in which the alleged discrimination occurred, the person or persons involved in the alleged discriminatory actions, and any witnesses or other evidence relevant to the allegations in the complaint.
- 2. The complaint should be filed with the School Principal, Site Administrator, or supervisor. Complaints filed with the Principal, Site Administrator, or supervisor must be forwarded to the School District's Equal Employment Opportunity (EEO) Officer within five (5) days of the filing of the complaint. If the complaint is against the principal or site administrator, the complaint may be filed directly with the EEO Officer.
- 3. If the complaint is against the School District's EEO Officer, the Superintendent, or other member of the School Board, the complaint may be filed with the School Board Attorney.

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B. Procedures for Processing Complaints

1. Complaints filed against persons other than the Superintendent or member of the School Board:
 - a. Upon receipt of the written complaint by the School District EEO Officer, the School District EEO Officer shall appoint an investigator to conduct an investigation of the allegations in the complaint. The investigator shall interview the complainant and the accused; interview any witnesses identified by the complainant, accused, or by other sources; take statements from all witnesses; and review any relevant documents or other evidence. Upon completing a review of all evidence relevant to the complaint, the investigator shall prepare a written summary of the investigation, and make a recommendation to the School District EEO Officer as to whether there is reasonable cause to believe a violation of the School District's antidiscrimination policy has occurred. Copies of documents, evidence and witnesses' statements which were considered in the investigation must be sent to the EEO Officer along with the summary and recommendation.
 - b. If the complaint is against the EEO Officer, the School Board Attorney shall appoint an investigator, who shall conduct an investigation in the manner set forth in section VI.B.1.a.
 - c. The investigation, summary, relevant documents, witnesses' statements, and recommendation should be completed and forwarded to the EEO Officer within thirty (30) days, or to the School Board Attorney within thirty (30) days, if the complaint is against the EEO Officer. The EEO Officer, or School Board Attorney, respectively, shall review the investigation summary, evidence and recommendation, and determine within ten (10) days whether there is reasonable cause to believe a discriminatory practice occurred.

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- d. If the EEO Officer or School Board Attorney determines there is reasonable cause to believe a violation of the nondiscriminatory policy occurred, he or she shall within ten (10) days provide notice of the reasonable cause finding to the complainant and the accused. The EEO Officer or School Board Attorney shall then forward the investigatory file, reasonable cause determination, and all related documents and evidence, to the Superintendent.
- e. If the EEO Officer or School Board Attorney determines, after a review of the investigation, summary, recommendation and other evidence, that there is no reasonable cause to believe a discriminatory practice occurred, he or she shall provide within ten (10) days notice of the finding of no reasonable cause to the complainant and accused.
- f. The complainant may request a no reasonable cause finding by the EEO Officer or School Board Attorney be reviewed by the Superintendent within ten (10) days of receipt of the no reasonable cause notice. The complainant shall provide a written statement detailing facts in support of his or her disagreement with the determination. The complainant will also be given an opportunity to meet with the Superintendent and EEO Officer/ School Board Attorney to present his or her position. The Superintendent and EEO Officer/ School Board Attorney shall prepare a written memorandum summarizing the content of the conference to be included in the complaint file. The Superintendent shall within ten (10) days of the conference make a final determination as to whether there is reasonable cause to believe a discriminatory practice occurred.
- g. If review by the Superintendent is not timely requested, the EEO Officer or School Board Attorney's determination of no reasonable cause shall be final.
- h. The accused may request a reasonable cause finding by the EEO Officer or School Board Attorney be reviewed by the Superintendent within ten (10) days of receipt of the reasonable cause notice. The accused shall provide a written statement detailing facts in support of his or her disagreement with the determination. The accused will also be given an opportunity to meet with the Superintendent and EEO Officer/ School Board Attorney to present his or her position. The Superintendent and EEO Officer/ School Board Attorney shall

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prepare a written memorandum summarizing the content of the conference to be included in the complaint file. The Superintendent shall within ten (10) days of the conference make a final determination as to whether there is reasonable cause to believe a discriminatory practice occurred.

- i. After providing the opportunity for an informal hearing as referenced in section VI.B.1.f. or VI.B.1.h., the Superintendent shall evaluate all the evidence, the investigation summary, recommendations and findings, along with any input by the accused and complainant, and make a final determination as to whether there is reasonable cause to support the complainant's allegations. He or she shall then determine any necessary disciplinary, remedial, or other action. Notice of the final disposition of the complaint and any disciplinary and/or remedial action shall within twenty (20) days of the informal hearing be forwarded to the accused and the complainant, and a copy of the notice will be filed with and maintained in the office of the School District EEO Officer and the Director of Human Resources and Employee Relations.
2. Complaints against School Board Members or against the Superintendent
 - a. Complaints against School Board Members or the Superintendent shall be filed with the School Board Attorney. The School Board Attorney will within twenty (20) days appoint an outside, independent investigator to conduct an investigation and make a recommendation as to whether a discriminatory practice has occurred. It is recommended, but not mandatory, that the investigator be an attorney familiar with federal and state law prohibiting discrimination on the basis of a protected status.
 - b. The complainant and accused shall be interviewed by the outside investigator. Both shall provide written lists of witnesses to be interviewed, and documents or other evidence to be reviewed as relevant to the complaint. The investigator shall interview all witnesses identified by the complainant or accused, in addition to witnesses with relevant knowledge which the investigator may discover from other sources. The investigator shall also review relevant documents and other evidence. The investigator shall within twenty (20) days of receiving the complaint prepare a written summary of his or her investigation, and a recommendation

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to the School Board Attorney as to whether there is reasonable cause to believe that a discriminatory practice may have occurred.

- c. If reasonable cause is recommended by the investigator against a School Board Member or the Superintendent, if the Superintendent is an elected official, the recommendation shall within twenty (20) days be forwarded to the Governor's office to determine if there is evidence that a misfeasance or malfeasance of office occurred. The Governor's office will be responsible for taking any necessary action in accordance with applicable law with reference to an elected official.
- d. If reasonable cause is recommended by the investigator against the Superintendent, and the Superintendent is assigned by the School Board, the School Board shall receive and make the final determination.
- e. A finding of no reasonable cause by the outside investigator, which is reviewed and confirmed by the School Board Attorney, shall be final. In compliance with Florida Statutes, the investigation file shall become public record and the Superintendent or School Board Member shall answer to their constituency.

C. Penalties for Confirmed Discrimination or Harassment

- 1. Student - A substantiated allegation of discrimination or harassment against a student shall subject that student to disciplinary action consistent with the *Code of Student Conduct*.
- 2. Employee or Volunteer - A substantiated allegation of discrimination or harassment against an employee may result in disciplinary actions including termination and referral to appropriate law enforcement authorities. A volunteer shall be removed from service and a referral may be made to appropriate law enforcement authorities.

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- D. Limited Exemption from Public Records Act and Notification of Parents of Minors
1. To the extent possible, complaints will be treated as confidential and in accordance with Florida Statutes and the Family Educational Rights and Privacy Act (FERPA). Limited disclosure may be necessary to complete a thorough investigation as described above. The School District's obligation to investigation and take corrective action may supersede an individual's right to privacy
 2. The parents of a person under the age of 18 who have filed a complaint of discrimination and/or harassment shall be notified within three (3) days of receipt of a complaint.

STATUTORY AUTHORITY: 120.54, 1001.41, 1001.43, 1012.23, F.S.

LAW(S) IMPLEMENTED: 112.51, 119.07, 760.01 *et seq.*,
1000.05, 1000.21, 1001.43, 1012.22, F.S.
34 CFR 99, 34 CFR 108, 34 CFR 200.43(c), P.L. 110-233

STATE BOARD OF EDUCATION RULE(S): 6A-19.001 *et seq.*

HISTORY: **REVISION(S):** 12/06/05, 02/06/07, 02/05/08, 10/21/08,
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