

AGENDA

SCHOOL BOARD WORKSHOP

GADSDEN COUNTY SCHOOL BOARD
MAX D. WALKER ADMINISTRATION BUILDING
35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FLORIDA

August 21, 2018

4:30 P.M.

THIS WORKSHOP IS OPEN TO THE PUBLIC

1. Call To Order
2. Financial Information
3. Discussion Items
 - a. Contracts from UNISIG - **SEE PAGE #2**
4. School Board Requests and Concerns
5. Adjournment

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. _____

DATE OF SCHOOL BOARD WORKSHOP: August 21, 2018

TITLE OF AGENDA ITEMS: Contracts from UNISIG

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS: Attached are copies of contractual agreements to be paid from UNISIG for the 2018-2019 fiscal year.

FUND SOURCE: Federal Projects 4200

AMOUNT: \$13,700.00

PREPARED BY: Bonnie Wood

POSITION: Finance Director

School Board of Gadsden County, Florida
CONTRACTUAL AGREEMENT
UniSIG Project Year: 2017-2018

This contractual agreement is made between the School Board of Gadsden County, Florida, a school district, referred to as the "DISTRICT", organized and existing under the laws of the State of Florida, with its principal place of business at 35 Martin Luther King., Jr. Blvd, City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, (also referred to as the District) and Mrs. Rosio Garcia-Beane a private consultant with her principal place of business at 460 Tharpe Circle, Quincy, FL. 32351 for the purposes of providing English Language Learner (EL) support services for Gadsden County Schools, herein referred to as "CONSULTANT". The contractual agreement will establish uniform administrative requirements for the Consultant and the School Board of Gadsden County.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONSULTANT

The DISTRICT agrees to engage the CONSULTANT and the CONSULTANT agrees to continue to perform the functions as outlined in the Scope of Services of this contract for services to Gadsden County. The CONSULTANT understands and agrees that all services contracted for are to be performed solely by the CONSULTANT and may not be subcontracted for or assigned without the prior written consent of the DISTRICT.

The DISTRICT and the CONSULTANT understand and agree that this AGREEMENT is valid only if approved and funds awarded for the same by the Florida Department of Education for UniSIG. In addition, the DISTRICT and CONSULTANT understand and agree that continuation of this AGREEMENT through October 2018 is contingent upon continued funding of the UniSIG Grant by the Florida Department of Education.

ARTICLE 2. SCOPE OF SERVICES

The CONSULTANT agrees to provide English translation services at the school and/or for non-English parents arranging transportation for their students, including school-site English Language Learner (EL) Support for grades pK-3 for students and their parents identified by school leadership as needing assistance in bridging the language gaps related to understanding expectations and school requirements for student performance, behavior, and attendance at George W. Munroe (GWM). The CONSULTANT will develop a process for understanding and resolving language barriers based on cultural values and research. The approach will be to provide support services for the EL students and their parents to eliminate any language barriers to the student's educational progress. The process should be a holistic approach that considers all factors that may impact an EL child and/or the child's educational performance or attendance. Specifically, the CONSULTANT will provide a comprehensive program of support to GWM EL students and their parents for the period of August 13, 2018 through September 28, 2018.

- The CONSULTANT will collaborate closely with the district ESOL/EL office, Transportation Department, and their staffs to align services, strategies, and requirements of the district EL district plan.
- The CONSULTANT will work closely to align EL services to school requirements, classroom requirements, student progression plans, student code of conduct, and other documents that will assist the student in making academic progress.

- The CONSULTANT will provide translation, as requested, for parent meetings, teacher-parent meetings, for parents arranging transportation, and/or other meetings at the school-site.
- The CONSULTANT will provide modeling strategies for EL learners if they do not understand the task at hand.
- The CONSULTANT will restate or simplify questions, directions, instruction, etc. when working with EL students or their parents.
- The CONSULTANT will work closely with classroom teachers, as assigned, to understand lessons, encourage them to share, help them with navigating dictionaries, etc., as necessary to eliminate language barriers from the learning environment.
- The CONSULTANT will work closely with students during state and district assessments to provide any assistance allowable by the state or school standards during the tests.
- The CONSULTANT will work under the direct supervision of the principal of the school to provide language specific support to make decisions and solve problems; assist with organizing the school environment to prevent language barriers; assist the teachers and encourage coping skills and behaviors in students and parents; and assist with screening and monitoring student performance and progress.
- The expected outcomes of the CONSULTANT are that the EL school environment will improve; more engagement and productivity will be exhibited by EL students in the classroom; classroom management and disciplinary issues will decrease; attendance will improve; EL students whose behaviors require more specialized assistance will improve; and the academic engagement and achievement for all EL students will be maximized.
- The CONSULTANT will keep daily time and effort logs that will bear the signature of the CONSULTANT and the principal of the school.
- The Area Director will work collaboratively with the principal and CONSULTANT to implement plans designed to improve student academic performance.

Any changes to the services above must be made by mutual AGREEMENT in writing with the Superintendent, Area Director, and the principal of GWM, not to exceed the contracted amount of days.

The CONSULTANT agrees that all data relating to DISTRICT'S business affairs and other information identified as confidential by DISTRICT remain confidential information of the DISTRICT. Any other information identified as confidential by CONSULTANT, is confidential information of CONSULTANT. Each party shall use confidential information of the other party which is disclosed to it only for the purposes of this contract and shall not disclose such confidential information to any third party, without the other party's prior written consent, other than to each other's employees on a need-to-know basis.

ARTICLE 3. DURATION OF AGREEMENT

This AGREEMENT shall begin on August 13, 2018 and end on September 28, 2018 contingent upon the approval and funding by the Superintendent and the Florida Department of Education as stated in Article 1 above.

ARTICLE 4. DEFINITIONS

Term	Definition
Award	means financial assistance that provides support or stimulation to accomplish a public purpose.
Contract	means a procurement contract under an award under the district's sub-

Term	Definition
	recipient award. A contract shall be used when the principal purpose is acquisition of products, reports, property or services for the direct benefit or use of the district to meet their obligations to the state and/or federal government.
Date of Completion	means the date on which all work under an award is completed or the date on the award document, or any supplement or amendment thereto, on which District or Federal sponsorship ends.
Project costs	means all allowable costs, as established in the applicable Federal and State cost principles, incurred by a recipient and the value of the contributions made by third parties in accomplishing the objectives of the award during the project period.
Project period	means the period established in the award document during which the Federal and/or State sponsorship begins and ends.
Recipient	means an organization receiving financial assistance directly from the Federal Government to carry out a project or program. The term includes public and private institutions of higher education, public and private hospitals and other quasi-public and private non-profit organizations as the federal government may dictate.
Sub-recipient	means the legal entity to which a sub-award is made and which is accountable to the recipient for the use of the funds provided through monitoring and reporting. CONSULTANT is not a sub-recipient but is operating as a vendor.
Vendor Award	means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a recipient or sub-recipient to an eligible vendor. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include procurement of goods and services nor does it include any form of assistance which is excluded from the definition of "vendor award". CONSULTANT is a vendor, not a sub-recipient.
Termination	means the cancellation of vendor award, in whole or in part, under an agreement at any time prior to the date of completion.
Working Capital	means a procedure whereby funds are advanced to the recipient or sub-recipient to cover its estimated disbursement needs for a given initial period.

ARTICLE 5. PAYMENT

This is a professional services contract not to exceed \$4,800 (four thousand eight hundred dollars) for responsibilities as outlined in this contract. In consideration for the work performed by CONSULTANT. The DISTRICT shall pay the CONSULTANT at no more than \$140 per day up to the contract limit for up to 7 hours per regular school day in support of the period that the invoice covers. The CONSULTANT will only work days and times the students are in session. The CONSULTANT will submit time and effort logs to the principal of GWM to document services provided. The DISTRICT shall pay the CONSULTANT upon the receipt of invoices from the CONSULTANT that include full documentation describing the services that were rendered by the CONSULTANT and deliverables completed in support of the project for the period that the invoice covers. Invoices will require a minimum of fourteen (14) days to be processed for payment after an invoice has been approved for payment by School Board of Gadsden County. In full and complete compensation for all services provided by the CONSULTANT under this Agreement, the DISTRICT shall pay to **Mrs. Rosio Garcia-Beane** no more than \$4,800 (four thousand eight hundred dollars). Invoices will be provided by CONSULTANT upon completion of each deliverable period. Payments cannot occur any more

often than monthly. Invoices shall be prepared and addressed to: Ms. Rose Raynak, Director of Federal Programs for Gadsden County Schools. The invoices should be sent in by the 15th of the month following completion of deliverables. The invoices will document the services provided and deliverables completed including student sign in sheets and other documentation of services as required by the deliverables above.

(b). The CONSULTANT shall not pledge the DISTRICT'S credit or make the DISTRICT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(c) The total cost of the AGREEMENT is no more than \$4,800 with deliverables payable based on submission of time sheets aligned with approved schedule that are approved by school principal and DISTRICT.

ARTICLE 6. PUBLIC RECORDS

Where applicable, documents prepared pursuant to this AGREEMENT may be subject to Florida's Public Records Law. Refusal of the CONSULTANT to allow public access to such records shall constitute grounds for cancellation of this AGREEMENT.

ARTICLE 7. ACCESS AND RETENTION OF RECORDS

The DISTRICT shall have access to all CONSULTANT'S records that are directly pertinent to this AGREEMENT. The CONSULTANT shall retain all required records for five (5) years after the DISTRICT makes the final payment and all other pending matters are closed. The CONSULTANT shall maintain accurate, current, and complete disclosure of all financial and/or activity results/records of the project in accordance with established Federal, State, and District requirements

ARTICLE 8. TERMINATION OF AGREEMENT

The parties hereto contemplate this contract to run for the duration of the grant award as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with sixty (60) days written notice. Upon termination, the DISTRICT shall be responsible for payment of all costs incurred by CONTRACTOR in the performance of the Agreement prior to termination.

ARTICLE 9. AMENDMENTS

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

ARTICLE 10. INDEPENDENT CONTRACTOR

The CONSULTANT is an independent CONSULTANT and not an employee or agent of the DISTRICT. CONSULTANT agrees to comply with all requirements of the Jessica Lunsford Act. CONSULTANT shall be acting as independent CONSULTANT in the performance of this Agreement, and shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of the Services for which they may be held liable under applicable law. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement. CONTRACTOR shall not have any conflict of interest that would impact the provision of services for this contract.

ARTICLE 11. NONDISCRIMINATION AND COMPLIANCE

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, gender, national origin, or age in the performance of work.

ARTICLE 12. ADMINISTRATION OF AGREEMENT

- (a) The CONSULTANT'S contract administrator and contact is Mrs. Rosio Garcia-Beane and/or her designee.
- (b) The DISTRICT'S contract administrator and contact is Ms. Rose Raynak, Director of Federal Programs and/or her designee.
- (c) All written and verbal approvals must be obtained from the parties' contract administrator or their designees.
- (d) This contract shall be governed by and construed under the laws of the State of Florida.

ARTICLE 13. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

CONFLICT OF INTEREST: As of the date of this Agreement, the CONSULTANT is not a party to any oral or written contract or understanding or legal or regulatory obligation that will in any way limit or conflict with her ability to fulfill the terms of the Agreement.

ARTICLE 14. ENFORCEMENT

Jurisdiction for enforcement of this agreement shall lie in the courts of Gadsden County, Florida. Any action by a party for enforcement of this agreement shall be maintained in Gadsden County.

IN WITNESS WHEREOF, the School Board of Gadsden County, Florida and Mrs. Rosio Garcia-Beane, have executed this AGREEMENT.

Mrs. Rosio Garcia-Beane

Date

Mr. Roger P. Milton
Superintendent of Schools

Date

Mr. Steve Scott
Chairman, Gadsden County School Board

Date

School Board of Gadsden County, Florida
CONTRACTUAL AGREEMENT
UniSIG Program Year: 2017-2018

This contractual agreement is made between the School Board of Gadsden County, Florida, a school district, referred to as the "DISTRICT", organized and existing under the laws of the State of Florida, with its principal place of business at 35 Martin Luther King., Jr. Blvd, City of Quincy, County of Gadsden, State of Florida, herein referred to as the Board, (also referred to as the District) and Mr. Lamar Kirkland a private consultant with his principal place of business at 21 Loblolly Lane, Midway, FL 32343 for the purposes of providing social support services for Gadsden County Schools, herein referred to as "CONSULTANT". The contractual agreement will establish uniform administrative requirements for the Consultant and the School Board of Gadsden County.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CONSULTANT

The DISTRICT agrees to engage the CONSULTANT and the CONSULTANT agrees to continue to perform the functions as outlined in the Scope of Services of this contract for services to Gadsden County. The CONSULTANT understands and agrees that all services contracted for are to be performed solely by the CONSULTANT and may not be subcontracted for or assigned without the prior written consent of the DISTRICT.

The DISTRICT and the CONSULTANT understand and agree that this AGREEMENT is valid only if approved and funds awarded for the same by the Florida Department of Education for UniSIG. In addition, the DISTRICT and CONSULTANT understand and agree that continuation of this AGREEMENT through October 2018 is contingent upon continued funding of the UniSIG Grant by the Florida Department of Education.

ARTICLE 2. SCOPE OF SERVICES

The CONSULTANT agrees to provide Restorative Practices/Positive Behavior Support (PBS) Interventions for grades 9-12 for students identified by school leadership as needing attention related to behavior, attitude, and/or attendance at Gadsden County High School (GCHS). The CONSULTANT will develop a process for understanding and resolving the problem behavior of children that is based on values and research. The approach will be to develop an understanding of why the child engages in problem behavior and develop strategies for preventing the occurrence of problem behavior while teaching the child new skills. The process should be a holistic approach that considers all factors that impact a child and the child's behavior. The strategies should include how to address problem behaviors that range from aggression, property destruction, bullying, and social withdrawal. Specifically, the CONSULTANT will provide a comprehensive program of support to JASMS students for the period of August 20, 2018 through September 28, 2018.

- The CONSULTANT will work on several different steps to implement PBS that include, but are not limited to:
 - Building a behavior support team of key stakeholders in the child's life;
 - Building a process for bringing the team together to discuss their vision and dreams for the child and includes a support level for the child and family;
 - Facilitating a functional behavior assessment to determine the function of the child's problem behavior, including collecting data, doing observations, collecting information, and making home visits as necessary to understand relationships of events and circumstances that trigger and maintain problem behavior;

- Developing a behavior hypothesis statement that summarizes known triggers, behaviors, and includes strategies about how to dispense and maintain consequences that lead to positive behavior;
- Building a Behavior Support Plan that includes using summaries of data gathered by the team to plan prevention strategies, instruction of replacement skills, strategies for new ways to respond to problem behavior, and designing lifestyle outcome goals for the students.
- The CONSULTANT will work under the direct supervision of the principal of the school to develop evidence-based behavior and academic interventions to support behavior reconstruction and restorative practices; use data to make decisions and solve problems; organize the school environment to prevent the development and occurrence of problem behavior; teach and encourage coping social skills and behaviors; implement evidence-based behavioral practices with fidelity and accountability; and to screen and monitor student performance and progress.
- The expected outcomes of the CONSULTANT are that the school environment will be less reactive, aversive, dangerous, and exclusionary; more engagement and productivity will be exhibited by students in the classroom; classroom management and disciplinary issues will decrease; attendance will improve; support for students whose behaviors require more specialized assistance will improve; and the academic engagement and achievement for all students will be maximized.
- The CONSULTANT will keep daily time and effort logs that will bear the signature of the CONSULTANT and the principal of the school.
- The Area Director of Secondary will work collaboratively with the principal and CONSULTANT to implement plans designed to improve student academic performance.

Any changes to the services above must be made by mutual AGREEMENT in writing with the Superintendent, Area Director, and the principal of GCHS, not to exceed the contracted amount of days or funding.

The CONSULTANT agrees that all data relating to DISTRICT'S business affairs and other information identified as confidential by DISTRICT remain confidential information of the DISTRICT. Any other information identified as confidential by CONSULTANT, is confidential information of CONSULTANT. Each party shall use confidential information of the other party which is disclosed to it only for the purposes of this contract and shall not disclose such confidential information to any third party, without the other party's prior written consent, other than to each other's employees on a need-to-know basis.

ARTICLE 3. DURATION OF AGREEMENT

This AGREEMENT shall begin on August 20, 2018 and end on September 28, 2018 contingent upon the approval and funding by the Superintendent and the Florida Department of Education as stated in Article 1 above.

ARTICLE 4. DEFINITIONS

Term	Definition
Award	means financial assistance that provides support or stimulation to accomplish a public purpose.
Contract	means a procurement contract under an award under the district's sub-recipient award. A contract shall be used when the principal purpose is acquisition of products, reports, property or services for the direct benefit or use of the district to meet their obligations to the state and/or federal government.

Term	Definition
Date of Completion	means the date on which all work under an award is completed or the date on the award document, or any supplement or amendment thereto, on which District or Federal sponsorship ends.
Project costs	means all allowable costs, as established in the applicable Federal and State cost principles, incurred by a recipient and the value of the contributions made by third parties in accomplishing the objectives of the award during the project period.
Project period	means the period established in the award document during which the Federal and/or State sponsorship begins and ends.
Recipient	means an organization receiving financial assistance directly from the Federal Government to carry out a project or program. The term includes public and private institutions of higher education, public and private hospitals and other quasi-public and private non-profit organizations as the federal government may dictate.
Sub-recipient	means the legal entity to which a sub-award is made and which is accountable to the recipient for the use of the funds provided through monitoring and reporting. CONSULTANT is not a sub-recipient but is operating as a vendor.
Vendor Award	means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a recipient or sub-recipient to an eligible vendor. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include procurement of goods and services nor does it include any form of assistance which is excluded from the definition of "vendor award". CONSULTANT is a vendor, not a sub-recipient.
Termination	means the cancellation of vendor award, in whole or in part, under an agreement at any time prior to the date of completion.
Working Capital	means a procedure whereby funds are advanced to the recipient or sub-recipient to cover its estimated disbursement needs for a given initial period.

ARTICLE 5. PAYMENT

This is a professional services contract not to exceed \$8,900 (eight thousand nine hundred dollars) for responsibilities as outlined in this contract. In consideration for the work performed by CONSULTANT, the DISTRICT shall pay the CONSULTANT at a daily rate not to exceed \$300 per regular 8-hour school day until the contract is exhausted in September 2018. The CONSULTANT will submit time and effort logs to the principal of GCHS to document services provided. The DISTRICT shall pay the CONSULTANT upon the receipt of invoices from the CONSULTANT that include full documentation describing the services that were rendered by the CONSULTANT and deliverables completed in support of the project for the period that the invoice covers. Invoices will require a minimum of fourteen (14) days to be processed for payment after an invoice has been approved for payment by School Board of Gadsden County. In full and complete compensation for all services provided by the CONSULTANT under this Agreement, the DISTRICT shall pay to Mr. Lamar Kirkland no more than \$8,900 (eight thousand nine hundred dollars). Invoices will be provided by CONSULTANT upon completion of each deliverable period. Payments cannot occur any more often than monthly. Invoices shall be prepared and addressed to: Ms. Rose Raynak, Director of Federal Programs for Gadsden County Schools. The invoices should be sent in by the 15th of the month following completion of deliverables. The invoices will document the services provided and deliverables completed including student sign in sheets and other documentation of services as required by the deliverables above.

(b). The CONSULTANT shall not pledge the DISTRICT'S credit or make the DISTRICT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

(c) The total cost of the AGREEMENT is no more than \$8,900 with deliverables payable based on submission of time sheets aligned with approved schedule that are approved by school principal and DISTRICT.

ARTICLE 6. PUBLIC RECORDS

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ARTICLE 8. TERMINATION OF AGREEMENT

The parties hereto contemplate this contract to run for the duration of the grant award as required by law. Any party wishing to terminate this contract prior to its expiration date shall provide the other party with sixty (60) days written notice. Upon termination, the DISTRICT shall be responsible for payment of all costs incurred by CONTRACTOR in the performance of the Agreement prior to termination.

ARTICLE 9. AMENDMENTS

Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

ARTICLE 10. INDEPENDENT CONTRACTOR

The CONSULTANT is an independent CONSULTANT and not an employee or agent of the DISTRICT. CONSULTANT agrees to comply with all requirements of the Jessica Lunsford Act. CONSULTANT shall be acting as independent CONSULTANT in the performance of this Agreement, and shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of their respective employees or agents in connection with the performance of the Services for which they may be held liable under applicable law. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement. CONTRACTOR shall not have any conflict of interest that would impact the provision of services for this contract.

ARTICLE 11. NONDISCRIMINATION AND COMPLIANCE

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, gender, national origin, or age in the performance of work.

ARTICLE 12. ADMINISTRATION OF AGREEMENT

(a) The CONSULTANT'S contract administrator and contact is Mr. Lamar Kirkland and/or his designee.

(b) The DISTRICT'S contract administrator and contact is Ms. Rose Raynak, Director of Federal Programs and/or her designee.

- (c) All written and verbal approvals must be obtained from the parties' contract administrator or their designees.
- (d) This contract shall be governed by and construed under the laws of the State of Florida.

ARTICLE 13. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

CONFLICT OF INTEREST: As of the date of this Agreement, the CONSULTANT is not a party to any oral or written contract or understanding or legal or regulatory obligation that will in any way limit or conflict with her ability to fulfill the terms of the Agreement.

ARTICLE 14. ENFORCEMENT

Jurisdiction for enforcement of this agreement shall lie in the courts of Gadsden County, Florida. Any action by a party for enforcement of this agreement shall be maintained in Gadsden County.

IN WITNESS WHEREOF, the School Board of Gadsden County, Florida and Mr. Lamar Kirkland, have executed this AGREEMENT.

Mr. Lamar Kirkland

Date

Mr. Roger P. Milton
Superintendent of Schools

Date

Mr. Steve Scott
Chairman, Gadsden County School Board

Date