



Agreement #23-009  
Field Experience Agreement  
with Valdosta State University

**Field Experience Agreement**

**Between  
Valdosta State University  
and  
The School Board of Leon County, Florida**

This Field Experience Affiliation Agreement, made and entered this 1<sup>st</sup> day of July 2023, (Effective Date) by and between The Board of Regents of the University System of Georgia by and on behalf of Valdosta State University ("University"), whose address is 1500 North Patterson Street, Valdosta, Georgia 31698, and The School Board of Leon County, Florida, whose address is 2757 West Pensacola Street, Tallahassee, Florida, 32304, an entity domiciled in the State of Florida ("Board"). The Board and the University may be referred to jointly as the "Parties."

**Recitals**

1. Whereas, the Board and the University recognize the value and importance of the teaching profession, university teacher education programs, and other professional programs, and
2. Whereas, the public interest is served by ensuring a continuing source of competent and well-trained professionals who support the education of our students; and
3. Whereas, this Agreement will create a formal, structured, and sustainable partnership providing field experience for University students.

Therefore, the Parties agree as follows:

**Section 1: Key Information**

**1.1. Agreement Term**

This Agreement will be effective beginning upon the Effective Date, expiring on June 30, 2028.

**1.2. Authorized Contacts**

Any changes to the designated Agreement Manager shall be provided to the other Party in writing, on official letterhead, from the dean of the college (University) or the Assistant Superintendent of Academic Services (Board) and shall include all necessary contact information and the official date of the change.

Board Agreement Manager

Shane Syfrett  
Director of Curriculum Services and Professional Learning  
Leon County Schools  
3955 W. Pensacola Street  
Tallahassee, FL 32304  
Phone: (850) 487-7837  
Email: syfretts@leonschools.net

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University Agreement Manager/Representative

Melissa Nolley  
Partnership Relations Specialist  
Valdosta State University  
1500 North Patterson Street  
Valdosta, Georgia 31698  
Phone: (229) 333-7834  
Email: mmmolley@valdosta.edu

**1.3. Purpose and Definitions**

- 1.3.1. The purpose of this Agreement is to provide educational experiences for selected University students, hereinafter referred to as "Interns."
- 1.3.2. Interns refers to all students seeking field experiences in an educational setting, under this Agreement, including internship (often conducted the last semester in a student's academic program, during which the University student completes the University's professional program under the guidance of an appropriately-credentialed Board professional ("Cooperating Professional") and the Cooperating Professional's supervisor ("Professional's Supervisor"); pre-internship (any field experience prior to the internship semester); and any other field experience, or observation which takes place in a Board facility and in which the Board participates. Interns are not employees, representatives, or agents of the University.
- 1.3.3. Cooperating Professional refers to any appropriately-credentialed Board professional who cooperates with, mentors, or assumes responsibility for any Intern for the purposes of providing field experience according to this Agreement. Unless otherwise agreed, Cooperating Professionals providing feedback on Intern performance shall have completed the Florida Clinical Education Training, and be appropriately-credentialed in, and have successfully demonstrated competencies in, their area of assignment. When appropriate to the University program, Cooperating Professionals will supervise the Intern, assist in developing the professional growth of the Intern through demonstration of and instruction in skills and attitudes, and work cooperatively with the University Supervisor in continuing evaluation of the Intern.
- 1.3.4. The Professional's Supervisor refers to the site administrator charged with oversight and evaluation of the Cooperating Professional and who assumes liability for site programs of instruction and activity.
- 1.3.5. Field experiences may refer to any of the activities listed and defined below:

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- **Observation**: The Intern observes activities and does not interact with students or others in a manner that requires professional training or for the purpose of receiving professional feedback on their performance from the Board.
- **Tutoring**: The Intern provides one-on-one instruction to the Board's students.
- **Assistant**: The Intern serves as an aide to a Board professional or assists a Board professional with planning, preparation, professional tasks, or instruction.
- **Small Group Instruction**: The Intern provides instruction to a subgroup of Board students in a class.
- **Whole Class Instruction**: The Intern provides instruction for an entire Board class under the supervision of the Cooperating Professional.
- **Assessment**: The Intern administers tests, surveys, or assessments of one (1) or more students with approval of the Professional's Supervisor.
- **Internship**: The Intern completes the final semester of his/her professional program and assumes, in a progressive manner, the normal duties of their assigned Cooperating Professional.
- **Other**: Other field experiences acceptable to both Parties, within or outside of an instructional setting, or in areas such as administration and support services.

1.3.6. The term **School** refers to Board programs, services, or individual locations headed by a principal, Board administrator, or other Board personnel.

#### 1.4. **Communications**

Each party to this Agreement shall designate an Agreement Manager (who does not serve as a Cooperating Professional) to administer the day-to-day provisions of this Agreement. They shall serve as the liaison and facilitator for their respective parties. Official placements shall be recognized as valid only if arranged through the designated Agreement Managers.

Once a placement is made Interns, Cooperating Professionals, Professional Supervisors, University Supervisors, and other University or Board personnel involved in the field experience may communicate freely to ensure each Intern has a successful field experience. However, until finalization of placements, Cooperating Professionals should not be contacted regarding the official status of placement.

### **Section 2: Requirements and Responsibilities**

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#### 2.1. **University Responsibilities**

The University shall:

- 2.1.1. The University shall offer educational programs accredited by appropriate organizations; and shall determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.

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- 2.1.2. The University shall keep all records and reports on Intern experiences in accordance with University policy and state law, and shall comply with the public records acknowledgement set forth in this Agreement.
- 2.1.3. The University shall inform the Board of its Intern placement requests with sufficient advance notice to vet potential Interns and notify Schools.
- 2.1.4. The University agrees to inform Interns of their responsibilities including following all State laws and rules, Board policies and procedures, and professional standards of behavior, providing special focus on maintaining the confidentiality of student and employee information.
- 2.1.5. The University shall assume responsibility for the overall educational experience and grades of the Interns with consideration given to the Cooperating Professional's assessment and overall evaluation of the Intern.
- 2.1.6. The University shall ensure that each Intern placed with the Board has completed the required academic preparation prior to final placement.
- 2.1.7. The University is responsible for the design of the Intern course of study of which the field experience is a part, and shall provide coordination and implementation of the field experience in an educational setting.
- 2.1.8. The University shall assign a University Supervisor who is knowledgeable of the Intern course of study and who shall collaborate with the assigned Cooperating Professionals. The University Supervisor shall make periodic assessments of the Intern's progress, either through site visits or using video or audio recording. University Supervisors using video or audio recording in a Board site as part of the observation process must adhere to all Board policies and procedures and receive advance approval from the Professional's Supervisor.
- 2.1.9. Interns shall not be considered employees or agents of the University.
- 2.1.10. The University shall require that Interns, University Supervisors, and involved University staff be familiar with the Florida Department of Education's Code of Ethics and Principles of Professional Conduct.
- 2.1.11. The University shall ensure all lessons are preapproved and content complies with current Florida law and State Board of Education rules.
- 2.1.12. The University and its Interns shall obtain individual written approval before beginning any of the activities referred to in Section 1.3.5 of this Agreement. Such written approvals shall be on forms approved by both parties, and shall contain the signatures of all parties required by the form(s). The University and Board shall use a mutually agreed-upon procedure for placement of Interns.
- 2.1.13. University Supervisors shall complete the required training pursuant to Section 1004.04(5) (b), F.S., if applicable.

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**2.2. Board Responsibilities**

- 2.2.1. The Board shall maintain sole responsibility for the instruction, education, and welfare of its students and the management of its employees, facilities, and programs. The Board shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its students.
- 2.2.2. The Board agrees that Interns assigned for field or clinical experiences are under the supervision, control, and responsibility of the Board, as covered in this Agreement.
- 2.2.3. The Board shall determine the work location and assignment of Interns in collaboration with the University. No part of this Agreement shall be construed to guarantee the placement of an Intern.
- 2.2.4. In consideration of the Board's responsibility for the care and safety of its students, the Board shall retain the sole right to refuse access to its facilities and remove an Intern or University staff member who does not, at any time, meet the Board's requirements or the requirements of any appropriate authority controlling and directing Board facilities and services. Interns shall be instructed by the University to promptly and without protest leave an area whenever they are requested to do so by an authorized Board representative. In the event of any inappropriate actions by an Intern, the Board shall notify the University in a timely manner to ensure appropriate action may be taken by the University. In the event of a threat to student safety, as determined solely by the Board, the Board has the right to terminate the Intern placement action immediately and shall both verbally and in writing notify the University and the Intern as soon thereafter as is practicable.
- 2.2.5. The Board shall provide qualified Cooperating Professionals for Interns pursuant to Section 1004.04(5) (b), Florida Statutes (F.S.), and any other Florida Statute governing the Intern's program of study.

Cooperating Professionals selected by the Board will:

- a. serve as a resource for Interns and University staff.
- b. assist in orienting Interns to the School, classroom, students, Board facilities, and Board staff.
- c. explain all Board policies and procedures, and School Guidelines to Interns.
- d. when appropriate, provide Interns with prompt and substantive feedback regarding all performance activities and interactions with Board personnel, students, and parents.
- e. when appropriate, complete evaluations of Interns' progress and submit them to the University Supervisor, after reviewing them with the applicable Intern.

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- f. immediately inform the University Supervisor of any concerns regarding an Intern.
  - g. when appropriate, establish a time to regularly meet and discuss with Interns their activities, impressions, reflections, and suggestions for goals and areas from improvement.
  - h. supervise Interns on a daily basis. If the Cooperating Professional is absent from the School for any reason, a School-approved substitute shall be assigned to the School site or classroom. Under no circumstances shall an Intern, even if he/she is certified, serve as a substitute of record during the Intern experience unless a separate agreement has been negotiated in writing by the Board and the University.
  - i. shall complete the required training pursuant to Section 1004.04(5) (b), F.S., if applicable.
- 2.2.6. The Board shall provide to the University and Interns the policies and procedures and other relevant materials necessary to allow Interns and University personnel to function appropriately within the School.
- 2.2.7. Interns assigned to the Board shall follow the Board's protocols for health and safety.
- 2.2.8. Interns shall be under the direct supervision of the Cooperating Professional during internship responsibilities. If the Intern is gaining field experience as a classroom teacher, a progressive release model shall be implemented during the internship. If required by the University program, the requirement for "solo teaching time of no less than two weeks" can be implemented under the close supervision and direction of the Cooperating Professional who shall ensure that student progress is maintained.
- 2.2.9. The Board shall permit Interns to access the library facilities/curriculum laboratories available to Board personnel. Interns may not remove materials from the Board without appropriate approval.
- 2.2.10. The Board shall keep confidential and shall not disclose to any person or entity (a) Intern applications; (b) Intern health records or reports; and/or (c) any Intern records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232G, concerning any Intern participating in the educational experiences provided by the Board, unless such disclosure is necessary to meet the requirements of this Agreement, is authorized by the Intern or is ordered by a court of competent jurisdiction or is otherwise required by law. The Board shall adopt and enforce policies and procedures necessary to protect the confidentiality of Intern records as defined herein or as otherwise required by law.

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**2.3. Staff Background and Criminal Record Checks**

2.3.1. The University and Interns shall comply with Sections 1012.315, 1012.32, and 1012.465, F.S., and Board Policy 8475, as applicable. All University staff and Interns that will be entering school property while students are present are required to obtain a Level II background screening, which includes fingerprinting to be submitted to the Federal Bureau of Investigation (FBI). The University shall follow the Leon County School Board, Safety & Security procedures for obtaining employee background screenings and ensure all placed Interns also follow these requirements. The University or Intern shall bear the costs associated with background screening.

**District Contact**

Donald Kimbler

Leon County Schools Safety & Security

Monday-Friday (excluding District holidays), 8:00 a.m. – 5:00 p.m.

Phone: (850) 487-7293

2.3.2. No Intern or University Supervisor shall be placed with the Board without successfully meeting the Board's criteria for a criminal background check. No Intern or University Supervisor convicted of a crime involving a level II criminal offense shall be placed at a public school. The Board reserved the authority to remove an Intern or University Supervisor from school grounds and suspend their access to campus, temporarily or permanently, if they are charged with any disqualifying offense until completion of the case disposition.

2.3.3. The Board shall timely notify the University when any University employee or Intern has been involved in a reported incident and the University shall have the opportunity to participate in any on-going investigation, including access to any oral or written reports and any other documentation related to the reported incident as allowed under Florida law.

**2.4. Compensation**

This Agreement is not intended to create a financial obligation between the Parties. The Board and its employees are not entitled to compensation from the University for services or actions of benefit to the University related to the educational program. As a professional courtesy, the Cooperating Professional may be entitled to receive a Certificate of Participation (waiver-of-fee privileges) for serving as a Cooperating Professional or other small token of appreciation.

**Section 3: Terms and Conditions**

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**3.1. Agreement Modification**

Unless otherwise stated herein, modifications to this Agreement's provisions shall be valid only through the execution of a formal Agreement amendment.

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**3.2. Termination**

**3.2.1. Termination at Will**

The Parties may terminate this Agreement upon no less than 30 calendar days' written notice, without cause, unless both parties mutually agree upon a lesser time. Notice shall be delivered by certified mail (return receipt requested), by other delivery methods whereby an original signature is obtained, or in-person with proof of delivery.

**3.2.2. Termination for Cause**

If a breach of this Agreement occurs, the Board may terminate this Agreement upon 24 hours' written notice. Notice shall be delivered by certified mail (return receipt requested), by other delivery methods whereby an original signature is obtained, or in-person with proof of delivery.

**3.2.3. Termination for Unauthorized Employment**

Violation of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of this Agreement.

**3.3. Negligence**

3.3.1. Each party agrees to be liable and responsible for the acts and omissions of its employees, representatives and agents when acting in the scope of their employment.

3.3.2. The Board and the University further agree that nothing contained herein shall be construed or interpreted as denying either party any remedy or defense available to such party under the laws of the State of Florida; the consent of the Board or State of Florida to be sued; or a waiver of sovereign immunity beyond the limits set forth in Section 768.28, F.S.

**3.4. Liability**

The parties agree to accept and to be responsible for their own acts or omissions as well as those of their employees, and nothing in this Agreement should be interpreted or construed to place any such responsibility onto the other parties.

**3.5. Insurance**

3.5.1. The University agrees that the Interns shall assume personal responsibility for their own medical care and hospitalization. The University shall keep on file for each Intern proof of health insurance that covers the Intern for the entire duration of the Intern's field experience.

3.5.2. The University shall require Interns to obtain and maintain for the duration of their internship experience a minimum, professional liability insurance coverage of no



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less than \$1,000,000 per occurrence as assurance of accountability for any such loss, claims, liabilities, or expenses. The policy shall be issued by a company qualified to do business in the State of Florida and rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. The Intern is prohibited from providing services under this Agreement with the Board without the minimum required insurance coverage and the University must notify the Board within two (2) business days if an Intern's required insurance is canceled.

3.5.3. Interns shall be afforded the protection of law specified by Section 1012.39(3), F.S. As to the University employees who oversee the internship process, the University shall provide Workers Compensation Insurance. If the University contracts with individuals to perform these services, the University shall accept full responsibility for such individuals while the individuals are on Board property. To the extent allowed under state law, neither the Board nor the University is required to provide workers' compensation coverage for Interns participating in the educational experience.

3.5.4. Upon written request, the University shall provide within two (2) business days documentation of meeting the required insurance coverage of this Agreement.

**3.6. Independent Contractor Status**

The University shall be considered an independent contractor in its duties and responsibilities under this Agreement. The Board shall not exercise any control or direction over how the University performs its work and functions other than those provided herein. Nothing in this Agreement is intended to constitute a partnership or a joint venture between the Parties.

Each Intern is placed with the Board in order to receive educational experience as part of the academic curriculum. Duties performed by an Intern are not performed as an employee of the Board but rather in fulfillment of the academic requirements of their educational experience and are performed under direct supervision of Board personnel. The University acknowledges that nothing in this Agreement shall be construed to confer any right upon the University or University personnel to participate in, control, or direct Board operations.

**3.7. Utilization of E-Verify**

Per Executive Order 11-116, "The Provider agrees to utilize the U.S. Board of Homeland Security's E-Verify system, <https://e-verify.gov/employers>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontractors that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term." Contractors meeting the terms and conditions of the E-Verify System are deemed compliant with this provision.

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify all newly hired employees' work

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authorization status. A public employer, contractor, or subcontractor shall not enter into an Agreement unless each Party to the Agreement registers with and uses the E-Verify system under Section 448.095, F.S.

**3.8. Non-Discrimination**

No person, on the grounds of race, creed, color, national origin, age, gender, marital status, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Agreement.

**3.9. American with Disabilities Act**

The University shall comply with the Americans with Disabilities Act. In the event of the University's noncompliance with the non-discrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part.

**3.10. Health Insurance Portability Accountability Act (HIPAA)**

Where applicable, the parties agree that they will comply with the Health Insurance Portability Accountability Act, as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164), and the Family Educational Rights and Privacy Act, as well as all regulations promulgated thereunder (34 CFR Part 99).

**3.11. Student Data Confidentiality**

Interns and University staff with access to students' educational records shall limit its employees' access to the records to those persons for whom access is essential to the performance of the field experience described in this Agreement. The University and Interns shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, and Rule 6A-1.0955, Florida Administrative Code.

**3.12. Disputes**

3.12.1. The Parties agree to periodically review and discuss the operation of the Agreement to ensure each Party's objectives hereunder are being satisfied. The Parties shall confer as otherwise necessary to the administration of this Agreement.

3.12.2. The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between the Assistant Superintendent of Academic Services and the University's Program Director, or designees with authority to settle the relevant dispute. If the dispute cannot be settled amicably within fourteen (14) days from the date on which either Party served written notice on the other of the dispute then the Parties may pursue other available legal remedies.

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3.12.3. In cases of conflict between an Intern and a Cooperating Professional that cannot be resolved, an appeal shall be made to the University Supervisor. If resolution is not achieved, an appeal shall be made to the School principal, director, or designee. If resolution is not achieved, an appeal shall be made to the University and Board Agreement Managers. Final resolution of conflicts, if necessary, shall be made by the Assistant Superintendent of Academic Services in consultation with the Dean or Provost of the Intern's University.

**3.13. Governing Law and Venue**

This Agreement is executed and entered into in the State of Florida and shall be construed, performed, and enforced in all respects under the State of Florida's laws, rules, and regulations. Any action hereon or in connection herewith shall be brought in Leon County, Florida. However, nothing in this Agreement will be construed to violate the laws of the State of Georgia or the formal opinions of the Georgia Attorney General.

**3.14. Severability**

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Agreement can still be determined and effectuated.

**3.15. Assignments**

Neither Party shall assign its responsibilities or interests under this Agreement to another party without the other Party's prior written approval.

**3.16. Force Majeure**

Neither Party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, pandemics, strikes, or labor disputes.

**3.17. Reservation of Rights**

The Board reserves the exclusive right to make specific determinations regarding the service requirements outlined in this Agreement. The absence of the Board setting forth an explicit reservation of rights does not mean that any provision regarding the services to be performed under this Agreement are subject to mutual Agreement. The Board reserves the right to make any determinations exclusively which it deems are necessary to protect the best interests of the School Board and the health, safety, and welfare of the Board's students, staff, and of the general public served by the Board, either directly or indirectly, through these services.

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### **3.18. Public Records**

The University agrees to (a) keep and maintain public records required by the Board to perform the service; (b) upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the University does not transfer the records to the Board; and (d) upon completion of the Agreement, transfer, at no cost to the Board all public records in possession of the University, or keep and maintain public records required by the Board to perform contractual obligations. If the University transfers all public records to the Board upon completion of the Agreement, the University shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the University keeps and maintains public records upon completion of the Agreement, the University shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request, in a format that is compatible with its information technology systems. The Board may unilaterally cancel the Agreement for refusal by any University to allow public access to all documents, papers, letters, or other material made, or received by, the University in conjunction with the Agreement unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Section 119.07(1), F.S. or Section 119.071, F.S.

**If the University has questions regarding the application Chapter 119, Florida Statutes, in relation to the University's duty to provide public records relating to this Agreement, the University should contact the Board's custodian of public records at:**

**Leon County School Board  
ATTN: Public Records Custodian  
520 South Appleyard Drive  
Tallahassee, FL 32304  
Telephone: (850) 487-7177  
Email: [jerniganj@leonschools.net](mailto:jerniganj@leonschools.net)**

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Waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

This Agreement contains all the terms and conditions agreed upon by the Parties concerning this subject matter and supersedes all prior written or oral agreements or understandings existing between the parties concerning this subject matter.

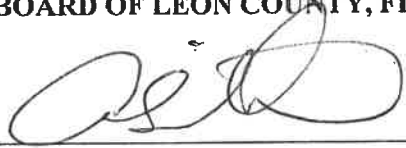
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

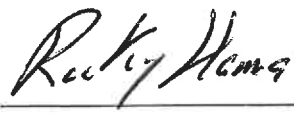
**UNIVERSITY:**  
**Valdosta State University**

SIGNED BY: DocuSigned by:  
Robert Smith  
D4B623858B9E440  
NAME: Robert Smith  
TITLE: Provost and VP for Academic Affairs  
DATE: 5/31/2023 | 5:16 PM EDT  
FEIN: \_\_\_\_\_

Approved as to form  
Valdosta State University  
Office of Legal Affairs  
Justin M. Arrington, Chief Legal Affairs Officer  
5-31-23 JA

**SCHOOL BOARD OF LEON COUNTY, FL**

SIGNED BY:   
NAME: Alva Swafford Smith  
TITLE: Chair  
DATE: 6/27/2023

SIGNED BY:   
NAME: Rocky Hanna  
TITLE: Superintendent  
DATE: 6/29/23