

CONTRACT FOR CONSULTING SERVICES

This Contract for consulting services is made between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA (hereinafter referred to as the "Board"), and GAIL MILLER, (hereinafter referred to as ("Miller")), this 17th day of July, 2007, for the period and on the terms and conditions set forth below:

W I T N E S S E T H:

WHEREAS, the Board desires to appoint an individual to provide financial consulting services pending the selection and hiring of a Chief Financial Officer (the "CFO"); and

WHEREAS, Miller is willing and able to provide these services.

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties mutually agree and covenant as follows:

1. TERM OF CONTRACT. The term of the Contract shall commence on July 18, 2007, and terminate on the earliest of: (1) December 31, 2007, (2) 10 work days after the appointment of the CFO, or (3) any of the other circumstances described in paragraph 4 below. The term of this Contract may be extended by the mutual written agreement of the parties.

2. DUTIES. Miller shall provide consulting services to assist the Superintendent in the following areas:

- a. recruiting an outstanding CFO to begin no later than October 2007;
- b. making recommendations regarding the district fund balance in relation to recurring and non-recurring costs;
- c. making recommendations regarding best governmental accounting and financial practices;
- d. making recommendations regarding innovative practices in the field of governmental accounting and financial practices;
- e. making recommendations regarding the district's 2007-08 budget, particularly in the area of central allocations;
- f. providing a report regarding financial trends of the operational fund;
- g. completing long-term financial projections to address sustainability and viability; and
- h. being available to answer questions of School Board members.

The parties recognize that Miller's provision of consulting services will be on a part-time basis. Miller will coordinate her schedule with the Superintendent of Schools who will be responsible for verifying the time she works and

authorizing her pay.

3. COMPENSATION. In consideration of her providing the services described in this Contract, the Board shall pay Miller at the daily rate of \$784.00 for each day worked. In the event Miller works less than a full day, she will receive the pro-rated portion of her daily rate of pay for time actually worked. Miller shall not receive any other payments or benefits while providing services under this Contract and specifically waives any other rights or benefits to which she might be entitled under Florida law.

4. TERMINATION. This Contract may be terminated by either party, without cause, at any time upon giving the other party thirty (30) days written notice. After the thirty day period, all obligations under this Contract shall cease and Miller shall only be entitled to payment for work previously performed through the date of termination.

5. SAVING CLAUSE. This Contract is severable. If any part or provision of this Contract is declared illegal or unenforceable by a court of competent jurisdiction, such part or parts shall be deleted and the remaining provisions shall not be affected, but shall continue in full force and effect.

6. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between Miller and the Board and may be amended only by written agreement signed by both parties.

THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA

BY: _____
Frank Kovach, Chairman

Date: _____

Approved for Legal Content
July 5, 2007, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH_____

Gail Miller

Date: _____