

CONTRACT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND KATHERYN W. GEMBERLING

THIS CONTRACT, entered into this 27th day of June 2007, by and between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA (hereinafter referred to as the "BOARD"), which is the governing body of the School District of Palm Beach County, Florida, and KATHERYN W. GEMBERLING (hereinafter referred to as "CONSULTANT"),

1. **CONTRACT.** This Contract shall commence on July 1, 2007 and shall remain effective until June 30, 2008, with an option to extend as agreed to by both parties.
2. **PROFESSIONAL SERVICES AND RESPONSIBILITIES OF THE CONSULTANT.** CONSULTANT shall serve as an independent contractor for the BOARD, servicing in the following areas: Serve as senior advisor to the Superintendent on instructional issues and assume primary responsibility for the Educational Data Warehouse (EDW).

Provide Support to Improve Student Achievement:

- *Provide consultation services to Area Leadership to enhance quality monitoring*
- *Support creation and implementation of parent resources to communicate standard course of studies classroom syllabus for enhanced parent engagement*
- *Support high school transition teams and academies*
- *Train principals and assistant principals in data-driven leadership*
- *Refine use of ROI model to determine best practices and use of resources*

Virtual Curriculum:

- *Design framework for integration of four components of Virtual Curriculum: Content, Assessment, Process, and Training*
- *Provide support to on-site Project Manager for Virtual Curriculum*
- *Coordinate phasing schedule of component development*
- *Support coordination of divisions responsible for implementing the four components*
- *Support C & I in creating electronically accessible scope and sequence*
- *Support C & I in creating electronically accessible aligned lesson plans*
- *Coordinate Princeton Review assessments and EDW assessment reporting alignment in electronically accessible environment*
- *Link Princeton Review and EDW assessment data analysis to strategy resources*
- *Support Educational Technology in use of portal for virtual curriculum access*
- *Support TEN and SSC in creating sample learning team meetings*
- *Support Project Manager in scheduling of updates and progress communications to Leadership Team and the Board*
- *Design and develop professional development activities accessible electronically and aligned to the implementation phasing of the Virtual Curriculum*
- *Serve as on-line reviewer of Virtual Curriculum components and the links to ensure customer focus and instructional appropriateness*
- *Provide support to incorporate on-line assessment and district common assessments*

Implement EDW:

- *Provide input to strategic planning for district-wide focus on data-driven decision making through development of a comprehensive data warehouse*
- *Design and facilitate use of school/district management matrices to monitor student progress and program implementation*
- *Design and facilitate use of analytic reporting solutions to determine impact of independent variables in contributing to student learning*
- *Design and facilitate use of management dashboards and scorecards that incorporate easily interpreted information for data driven leadership*
- *Support alignment of EDW reporting with Virtual Curriculum development*
- *Support rollout of EDW to classroom teachers. This is a massive undertaking that will require coordinated implementation of the system navigation, data analysis and applications for instructional interventions.*
- *Continue to refine navigation design to provide faster access to priority reports to help reduce potential information overload*
- *Serve on EDW Steering Committee*
- *Design and conduct professional development focused on using EDW data to determine appropriate instructional strategies and resources*
- *Train Learning Team facilitators in use of EDW and data-feedback process*

- a. Evaluation of Services – the services provided by the CONSULTANT will be measured by the CONSULTANT’S deliverable components of the EDW, including the increase of school-based users and the number and flexibility of reports available to users. This product will be directly aligned with the School District of Palm Beach County Goals, Objectives and Key Results reporting. Support provided to improve student achievement will be evaluated by the Chief Academic Officer or her designee.
- b. Consultant shall not evaluate the performance of the personnel in the Information Technology Department.

3. **INDEPENDENT CONTRACTOR.** The parties understand and agree that the services to be provided by CONSULTANT will be performed exclusively by CONSULTANT and that the relationship between the BOARD and CONSULTANT will not be that of an employer and employee. The BOARD shall at all times be obligated to the CONSULTANT for payment of fees under the conditions outlined below.

4. **BOARD SUPPORT.** The parties understand and agree that the BOARD will provide a cellular telephone and personnel to assist CONSULTANT in the discharge of CONSULTANT’S duties. Consistent with the goal of expending public funds in the most economical manner, any cellular telephone provided to CONSULTANT by the Board must be placed on the most cost-effective plan to satisfy the work-related needs of the CONSULTANT. Marc Baron shall periodically monitor and approve the bills and call details generated by the CONSULTANT’S usage. The CONSULTANT shall identify any personal calls shown on such bills.

- a. A "personal call" means communication for purposes other than furtherance of the CONSULTANT'S public duties for the District.
- b. CONSULTANT shall reimburse the District for any personal calls.
- c. The invoice and all call details of District cellular telephone accounts, including all numbers dialed, are public records subject to disclosure under Chapter 119, Florida Statutes.

5. **COMPENSATION.** For services performed by the CONSULTANT as outlined in this Contract through June 30, 2008, the BOARD agrees to pay the CONSULTANT an hourly rate of \$100.00, not to exceed \$130,000 (1,300 hours), plus reimbursement for travel required in order to perform the duties of the position, as limited by Section 112.061 Fla.Stat., and described in Exhibit "A", which is attached hereto and incorporated within;

- a. The CONSULTANT will be paid for services as invoiced and approved.
- b. Because the CONSULTANT is not BOARD's employee, CONSULTANT is responsible for paying all required State and Federal taxes. More specifically, BOARD will not withhold FICA (Social Security) from CONSULTANT's payments; BOARD will not make State or Federal unemployment insurance contributions on behalf of CONSULTANT; BOARD will not withhold State or Federal income tax from payments made to CONSULTANT; BOARD will not make disability insurance contributions on behalf of CONSULTANT; and BOARD will not obtain Workers' Compensation Insurance on behalf of CONSULTANT.

6. **MAXIMUM FEES TO BE PAID TO CONSULTANT.** CONSULTANT shall not earn more than \$130,000 annually. CONSULTANT's maximum payments shall be \$10,833 per month subject to terms set forth below.

- a. "Accrual" – If the services provided by CONSULTANT in a given month generate payments of less than \$10,833, CONSULTANT may accrue the differential. So, for example, if CONSULTANT earns \$6,000 in month of July, she can accrue the ability to earn an additional \$4,833 in a subsequent month or to divide the accrued \$4,833 among subsequent months.
- b. "Banking" hours – CONSULTANT may perform services that would entitle her to earn sums in excess of \$10,833 in a given month, request payment for only \$10,833 in that month, then request payment for the difference during a month when she otherwise would receive payment of less than \$10,833, provided however that the annual fees paid do not exceed \$130,000 annually. So, for example, if (i) the CONSULTANT provides 118.33 hours of service in July, receives payment of \$10,833 for the services rendered in July, and "banks" the entitlement to receive \$1,000 payment for the extra ten (10) hours worked and (ii) CONSULTANT provides only 98.33 hours of service in September, CONSULTANT may receive payment of \$9,833 in September for the 98.33 hours of service rendered in September and the ten (10) extra hours of service rendered in July.

7. **BOARD'S RESPONSIBILITIES.** The BOARD shall assist CONSULTANT by placing at CONSULTANT'S disposal all information available to BOARD, which is pertinent to

CONSULTANT's duties. BOARD shall arrange for access to and make all provisions for CONSULTANT to enter upon District property as required for CONSULTANT to perform her services.

8. **RECORDS.** CONSULTANT shall keep such records and accounts as may be necessary in order to complete the Contract and to obtain reimbursement for any expenses for which CONSULTANT expects to be reimbursed. CONSULTANT shall keep all books and records, which are considered public records in accordance with Chapter 119, Fla. Stat. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and other materials produced by the CONSULTANT under this Contract shall be the sole and exclusive property of Board. No such materials produced, either in whole or in part, under this Contract shall be subject to private use, copyright, or patent right by the CONSULTANT without the express consent of the Board.
9. **TERMS AND CONDITIONS.**
 - a. Termination – The Board, reserves the right to terminate this Contract at any time and for any reason, upon giving thirty (30) days notice to the other party. If said Contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said Contract. The Board will only be required to pay the amount of the contract actually performed to the date of termination.
 - b. The CONSULTANT shall have the option to terminate the Contract upon written notice to the Superintendent or his designee. Such notice must be received at least ninety (90) days prior to the effective date of termination, unless CONSULTANT has been appointed to a governmental position that requires her services in less than ninety (90) days prior to the effective date of termination. Earlier termination dates may be established by mutual consent of both parties.
 - c. This Contract cannot be assigned, nor can any one other than CONSULTANT perform the services required under this Contract.
 - d. Conflict of Interest – The CONSULTANT represents that she presently has no interest and shall acquire no interest, either direct or indirect, which will conflict in any way with the performance of services required hereunder as provided for either in Section 112.311, Fla.Stat. Similarly, CONSULTANT represents that she shall not employ any person having a conflict of interest to assist her in the performance of the services to be provided pursuant to this Contract. The CONSULTANT shall promptly notify the BOARD in writing of all potential conflicts of interest owing to any perspective business association, interest or other circumstance that may influence or appear to influence the CONSULTANT's judgment or the quality of services provided by CONSULTANT pursuant to this Contract. Such written notification shall identify the perspective, the business association, interest or circumstances, and the nature of the work that the CONSULTANT might undertake. Said notification shall request an opinion of the BOARD as to whether the association, interest or circumstances would, in the opinion of the BOARD, constitute a conflict of interest. The BOARD agrees to notify the CONSULTANT of its opinion within twenty (20) days of its receipt of notification by the CONSULTANT.

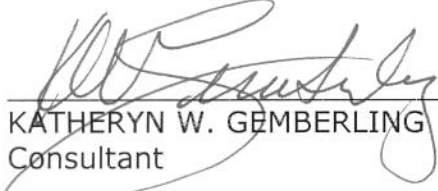
If, in the opinion of the BOARD, the perspective business association, interest or circumstances would not constitute a conflict of interest, the BOARD shall so state in the notification and the CONSULTANT shall have the option of entering into said association, interest or circumstances as she deems appropriate.

- e. BOARD shall provide CONSULTANT with the "Hourglass" software used by the District so that the CONSULTANT can readily keep track of and account for the hours spent performing her duties under this Contract. The CONSULTANT may provide the services provided under this Contract on the District premises or at another site. However, CONSULTANT acknowledges that certain services can efficaciously be provided only on District premises.
 - f. CONSULTANT shall report to the Superintendent of Schools.
 - g. Entire Contract – This Contract, including all exhibits hereto, constitutes the entire Contract between the BOARD and the CONSULTANT with respect to the subject matter hereof, and it supersedes all other oral or written understandings or contracts relating to the subject matter hereof. This Contract may not be amended except in writing signed by both parties.
10. **SEVERABILITY.** In the event that any term, part or provision of this Contract is found to be illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term, part or provision held to be invalid.
11. **LAW AND VENUE.** This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County, Florida.
12. **STRICT PERFORMANCE.** The failure of either party to insist on strict performance of any covenant or condition herein shall not be construed as a waiver of such covenants or conditions in any instance.
13. **CONFIDENTIALITY OF STUDENT RECORDS.** To the extent that CONSULTANT has access to or may have access to personally identifiable student records, she shall adhere to all standards included in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; the IDEA and its regulations at 20 U.S.C. § 1417(c) and 34 C.F.R. §

The School Board Of Palm Beach County, Florida And Katheryn W. Gemberling

300.572; § 1002.22, Fla. Stats., and other applicable laws and regulations, as they relate to access, the release, and the disposal of student information.

IN WITNESS WHEREOF, THIS contract has been executed on this _____ day of _____, 2007.


KATHERYN W. GEMBERLING
Consultant

SCHOOL BOARD OF PALM BEACH COUNTY,
FLORIDA

By: _____

Chairman of the Board

Reviewed and Approved by:

 5-24-07
ASSOCIATE COUNSEL

Attest:



SUPERINTENDENT OF SCHOOLS

EXHIBIT "A"
REIMBURSABLES

Expense/Costs:

It is inappropriate to bill the following expense items at more than the specified rates:

1. Photocopying - Not more than 15 cents per page or the actual charge of a copy service.
2. Telephone - Actual charges only.
3. Fax Machines - Not more than \$1.00 per page outgoing only.
4. Messenger & Delivery - At cost. Do not bill if the rush is caused by your firm.

Travel/Expense Costs:

1. Authority - Section 112.061, Florida Statutes.
2. Mileage - Forty and a half (48.5) cents per mile, but total cannot exceed normal coach airfare unless one of the following applies:
 - a. Destination has no scheduled airline service.
 - b. When freight requires use of auto.
 - c. When number of persons traveling would result in greater economy.
3. Air Travel - Actual cost of most economical airfare available given the following:
 - a. All travel shall be by a usually traveled route, but may include stopovers, and a copy of ticket and boarding passes must be attached to request for reimbursement.
 - b. Since significant savings can be achieved through the use of "Super Saver" airfares, CONSULTANT shall try to schedule with the "Super Saver" airfare if possible.
4. Lodging - Actual expense TBD
5. Meals - Paid at the following maximum rates:
 - a. Breakfast - \$6. Must be in travel status before 6 AM and extend beyond 8 AM
 - b. Lunch - \$12. Must be in travel status before noon and extend beyond 2 PM
 - c. Dinner - \$22. Must be in travel status before 6 PM and extend beyond 8 PM
6. Limousines/Taxi - Actual costs will be reimbursed. Attach all receipts

7. Parking/Tolls – Actual costs will be reimbursed. Attach all receipts.
8. Auto Rental – Reimbursed if it represents most economical means. Paid invoice must be attached. (Loss Deductible Waiver is not a reimbursable expense).
9. Other – Any necessary and reasonable costs connected with the travel. Explain and attach any and all receipts.
10. Sales and Use Taxes – Sales and use taxes are reimbursable.
11. Tips – Tips are not reimbursable.
12. Costs Not Allowable –
 - a. Flight Insurance. NOTE: Most personal credit cards provide flight insurance at no additional cost if the airline ticket is charged.
 - b. Alcoholic beverages.
 - c. Entertainment expenses for yourself or others.
 - d. Personal telephone calls.
 - e. Any uneconomical or unnecessary expenses.
 - f. Meals during trips in the tri-county area, unless involving an overnight stay.
 - g. Laundry
13. Travel Allowance – To be utilized for travel expenses related to District initiatives and business not to exceed \$36,000; and in accordance with the agreement and the terms and conditions outlined in this exhibit.