

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made as of the 01 day of October in the year 2020, between The School Board of Hamilton County, Florida, whose address is 5683 US Highway 129 South – Suite 1, Jasper, FL 32052 (hereinafter referred to as the "SCHOOL BOARD"), and Denise Wofford, whose address is 6342 NW County Road 152, Jennings, FL, 32053 (hereinafter referred to as the "PROFESSIONAL").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Services: The PROFESSIONAL shall perform the following services:

Duties of the Administrative Assistant to the Superintendent while the current assistant is on extended leave from the District. Attached to this contract (Exhibit A) is the job description of this position. Services provided may include all responsibilities as listed therein.

Nothing herein shall limit the SCHOOL BOARD's right to obtain proposals or services from other professionals for similar projects.

2. Insurance: Not applicable to this contract.
3. Indemnification: The PROFESSIONAL agrees to make payment of all proper charges for labor required in the aforementioned work and PROFESSIONAL shall indemnify SCHOOL BOARD and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of PROFESSIONAL under this Agreement; or the negligence of the PROFESSIONAL in the performance of its duties under this Agreement, or any act or omission on the part of the PROFESSIONAL, his agents, employees, or servants. PROFESSIONAL shall defend, indemnify, and save harmless the SCHOOL BOARD or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the SCHOOL BOARD or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of PROFESSIONAL'S duties under this Agreement, or through the negligence of the PROFESSIONAL in the performance of its duties under this Agreement, or through any act or omission on the part of the PROFESSIONAL, his agents, employees, or servants.
4. Codes, Laws, and Regulations: PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.
5. Permits, Licenses, and Fees: PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL'S performance of the Scope of Services.
6. Access to Records: PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. PROFESSIONAL shall ensure that such records are available for examination by the SCHOOL

BOARD during PROFESSIONAL'S normal business hours. PROFESSIONAL shall maintain such records for a period of three (3) years after the date of the final invoice.

7. Payment: SCHOOL BOARD shall compensate PROFESSIONAL for their services in the following manner:

The fee for provision of services is \$25.44. This is consistent with the placement on the salary schedule that Ms. Wofford would occupy if still employed with the District plus a 10% markup. Total amount is NOT to exceed \$6,000 without amendment to this contract.

Invoices for hourly rate services shall be submitted on a monthly basis and shall include the following detail for each separate task performed:

- (a) The date the task was performed;
 - (b) identification, by name or initials, of the person performing the task;
 - (c) a description, with reasonable particularity, of the task;
 - (d) the actual time expended to perform the task; provided, however, that the actual time may be rounded up to the nearest one-tenth of an hour;
 - (e) the hourly rate applicable to the individual performing the task; and
 - (f) the fee being charged for the task.
8. Independent Contractor: The PROFESSIONAL agrees that it is an independent contractor and not an agent, joint venturer, or employee of the SCHOOL BOARD, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the SCHOOL BOARD to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the SCHOOL BOARD to the PROFESSIONAL. PROFESSIONAL shall be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this agreement. The PROFESSIONAL shall be solely and entirely responsible for his or her acts during the performance of this Agreement.
9. Assignment: Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.
10. No Third Party Beneficiaries: This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the SCHOOL BOARD.
11. Jurisdiction: The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in the appropriate court of subject matter jurisdiction, in and for Hamilton County, Florida.
12. Term and Termination: The term of this Agreement shall be for an initial term, up through and including 90 days. All or part of this Agreement may be terminated by the SCHOOL BOARD or the PROFESSIONAL, for its convenience, upon no less than thirty (30) days written notice to the other party of such intent to terminate. In such event, the PROFESSIONAL will be entitled

to compensation for services competently performed up to the date of termination. The agreement may be renewed for two additional one-year periods with the mutual written consent of both parties.

13. Approval of Personnel: The SCHOOL BOARD reserves the right to approve the contact person and the persons actually performing the PROFESSIONAL services on behalf of PROFESSIONAL pursuant to this Agreement. If SCHOOL BOARD, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of PROFESSIONAL pursuant to this Agreement, SCHOOL BOARD may require that the PROFESSIONAL assign a different person or persons to be the contact person or to perform the PROFESSIONAL services hereunder.
14. Disclosure of Conflict: The PROFESSIONAL has an obligation to disclose to the SCHOOL BOARD any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the PROFESSIONAL and its duties under this Agreement.
15. Background Investigations: The PROFESSIONAL represents and warrants to the SCHOOL BOARD that the PROFESSIONAL has read and is familiar with Florida Statute Sections 1012.32, 1012.465, 1012.467, and 1012.468 regarding background investigations. PROFESSIONAL covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. PROFESSIONAL agrees to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the PROFESSIONAL'S failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.465, 1012.467 and 1012.468.
16. Modifications and Amendments: This Agreement may be modified or amended only by a written document signed by authorized representatives of the PROFESSIONAL and SCHOOL BOARD.
17. Subcontracts and Assignment: PROFESSIONAL shall not subcontract or assign any of the work contemplated under this Agreement without first obtaining written approval from the SCHOOL BOARD. Any subcontractor or assignee shall be bound by the terms of this Agreement, including, but not limited to, the fingerprinting, insurance and indemnification provisions.
18. Entire Agreement: This constitutes the entire agreement between SCHOOL BOARD and PROFESSIONAL and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated herein.
19. Severability Clause: If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire agreement shall be severable and remain in effect.
20. Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

21. Maintenance and Public Access to Records. Not applicable to this contract.
22. Suspension and Debarment. Not applicable to this contract.
23. Non-Collusion Affidavit. Not applicable to this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

"SCHOOL BOARD"

THE SCHOOL BOARD OF HAMILTON
COUNTY, FLORIDA

By: Rex L. Mitchell

Superintendent

Date: 10/8/19

(Bd. Approved)

"PROFESSIONAL"

By: Denise W. Dwyer

Its: _____

Corporate Officer

Date: 9/27/19

SCHOOL DISTRICT OF HAMILTON COUNTY

JOB DESCRIPTION

ADMINISTRATIVE ASSISTANT TO THE SUPERINTENDENT**QUALIFICATIONS:**

- (1) Two-year Degree, or responsible experience in complex secretarial work or a combination of training and experience.
- (2) Minimum of three (3) years experience at the District level preferred.
- (3) Type, and take and transcribe dictation accurately at a prescribed rate of speed.
- (4) Computer and word processing skills.

KNOWLEDGE, SKILLS AND ABILITIES:

Ability to perform highly responsible secretarial and administrative duties necessary to support the Superintendent. Extensive knowledge of the organization, operation, program and goals of the District. Knowledge of federal, state and District rules, regulations and policies. Considerable knowledge of office practices and procedures and operation of office equipment. Good oral and written communication skills. Effective use of business mathematics. Ability to exercise independent judgment in assigned duties and deal effectively with District personnel and the general public. Ability to type accurately at a prescribed rate of speed, take and transcribe dictation and utilize the computer for word processing and other functions. Ability to schedule time and to handle multiple tasks in stressful situations. Ability to answer telephone calls in a courteous and professional manner.

REPORTS TO:

Superintendent

JOB GOAL

To perform the secretarial and administrative duties and responsibilities in the position of secretary to ensure the smooth and efficient operation of the Superintendent's office.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:Service Delivery

- * (1) Serve as secretarial assistant to the Superintendent by planning, initiating and carrying to completion clerical, secretarial and administrative activities.
- * (2) Maintain Superintendent's calendar including appointments, travel, deadlines and commitments.
- * (3) Prepare and disseminate agendas for School Board meetings.
- * (4) Attend all School Board meetings and assist the Superintendent as secretary to the Board in maintaining minutes and other records.
- * (5) Develop materials for Superintendent's use for presentations, conferences and workshops.

ADMINISTRATIVE ASSISTANT TO THE SUPERINTENDENT (Continued)

- * (6) Compile background data and information on issues and/or topics as requested by the Superintendent.
- * (7) Prepare, advertise, disseminate and keep accurate records of approved Board policies.
- * (8) Initiate, prepare, and maintain all bonds for Superintendent and Board members.
- * (9) Receipt, transfer and record all funds received through the Superintendent's office and prepare accurate records for audit.
- * (10) Assist with bid openings and maintain bid and project files.
- * (11) Perform bookkeeping tasks as needed.

Inter / Intra-agency Communication and Delivery

- * (12) Communicate with Board members and District and school administrators concerning Board meetings, official functions, meetings and any other pertinent information.
- * (13) Assist Board members as directed by the Superintendent.
- * (14) Interface with others concerning items that are needed after Board approval and make required copies of agenda attachments.
- * (15) Attend and take minutes of staff meetings and other meetings in order to maintain a proper record for communication, documentation and audit purposes.
- * (16) Receive and route telephone calls, answer questions which may involve interpretation of policies and procedures and operation of the District.
- * (17) Receive, log and route all mail received by the Superintendent's office in addition to reviewing and answering correspondence as directed by the Superintendent.
- * (18) Keep the Superintendent informed of potential problems or unusual events.

Employee Qualities / Responsibilities

- * (19) Maintain effective working relationships with Board members, District and school personnel, parents, media representatives and the general public.
- * (20) Assist in training and supervising any District clerical personnel assigned to the Superintendent's office.
- * (21) Participate in workshops and training sessions to keep up-to-date and enhance skills and knowledge.
- * (22) Respond to requests from the staff or public as directed by the Superintendent.
- * (23) Maintain confidentiality.

System Support

- * (24) Develop an extensive knowledge of the organization and programs under the Superintendent's jurisdiction.
- * (25) Prepare and submit required payroll.
- * (26) Prepare required reports and maintain all appropriate records.
- * (27) Follow all School Board policies and procedures.
- * (28) Demonstrate support for the School District and its goals and priorities.
- (29) Perform other incidental tasks consistent with the goals and objectives of this position.