

Community Unit School District #16

600 N. Cedar, New Berlin, IL ph. 217-488-2040

Job Title: Information System Technician

Description: Independent Contractor

Goal: Maintain and Enhance the District's Website

Direct Supervisors: Technology Coordinator and Administrators

General Information System Technician Responsibilities:

The Website Manager will upload and post the most current information on the District's Web Page. This includes, but is not limited to, the following: photos, articles, front-page informational material, board policies, memorandum, meeting minutes, the District's event calendar, and the sporting events calendars. The Website Manager will assist staff with inserting and deleting information on the web page, as needed. Information will be provided by administrative staff.

Necessary Interpersonal Skills

1. Able to work well with adults
2. Attention to timing of District events and activities
3. Focus on keeping the web page current
4. Good communication skills
5. Good organizational skills
6. Positive Attitude
7. Good understanding of technology and web page software/design

Primary Job Components:

1. Uploading photos and articles to the Web Page
2. Monitoring the Web Page information and removing outdated articles
3. Maintaining the District Event Calendars
4. Assist staff with the uploading of information on individual web pages, as needed
5. Other responsibilities needed to maintain an accurate and up-to-date District Web Page

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Website Services Agreement

This Website Services Agreement (Agreement) is entered into between New Berlin Community Unit School District No. 16, Sangamon County, Illinois (District) and Name: Koehler Tech Services, LLC, Wesley Koehler (Contractor) for the provision of the services as stated and the terms agreed upon herein.

--WITNESSTH--

WHEREAS, District desires to update and improve its website and overall presence on the world-wide-web via the Internet, and

WHEREAS, the Contractor desires to provide the needed web site services to the District for the term, at the rate, and upon the provisions set forth herein.

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, it is agreed:

Term of the Agreement

The Term of this Agreement shall be for Three (3) years beginning on the 16th day of August, 2024, and ending on the 18th day of August, 2027.

Scope of Services

The Contractor will:

1. Upload photos and articles to the web page
2. Monitor web page information and delete outdated articles
3. Maintain the District Event Calendar on the web page
4. Assist staff with the uploading of information on the District's and their individual classroom web pages
5. Undertake all responsibilities needed to maintain an accurate and up-to-date District web page
6. Provide all hardware and software needed to complete the specific webpage responsibilities (all hardware and software must be inspected by the Technology Coordinator prior to use with the District's computer system.)

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Compensation

The District will pay the Contractor each year of the contract Two Thousand Dollars One Hundred Dollars and No Cents (\$2100) in 12 monthly installments upon approval by the Board of Education, at its regular monthly business meetings. An Additional One Thousand Dollars and No Cents will be paid to contractor if, upon request by the Superintendent, the District Website is completely redesign to the satisfaction of the Superintendent.

Contractor shall not be entitled to participate in any of the District's employee benefits, including, without limitation, any health and medical insurance plans, life insurance plans, or retirement plans. The Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement.

The District shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Contractor or any other person consulted or employed by the Contractor in performing services under this Agreement. All such costs shall be the Contractor's responsibility.

Independent Contractor Designation

The Contractor agrees to perform the services hereunder solely as an Independent Contractor. The parties to this Agreement recognize and hereby designate that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. Further, the Contractor is not authorized to enter into or commit the District to any agreements, and shall not represent itself as the agent or legal representative of the District.

The Contractor, in accordance with his or her independent and professional judgment, shall construe nothing in this Agreement to interfere with or otherwise affect the rendering of services. The Contractor shall perform his or her services substantially in accordance with generally accepted practices and principles of the trade. This Agreement shall be subject to the rules and regulations of any and all organizations and associations to which the Contractor may from time to time belong and to the laws and regulations governing the practice of the Contractor's trade.

Work-for-Hire

The Contractor acknowledges that it has no right to or interest in its work or product resulting from the services performed hereunder, or any of the documents, reports. Memoranda or other items produced or created by the Contractor in connection with such services, nor any right to or interest in any copyright therein. The Contractor acknowledges that the services and the products thereof (hereinafter referred to as the "Materials") have been specially commissioned or ordered by the District as "works made-for-hire," and that the District is therefore to be deemed the author of and is the owner of all copyrights in and to such Materials.

In the event that such Materials, or any portion thereof, are for any reason deemed not to have been "works made-for-hire," the Contractor hereby assigns to the District any and all right, title, and interest Contractor may

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have in and to such Materials, including all copyrights, all publishing rights, and all rights to use, reproduce, and otherwise exploit the Materials in any and all formats or media and all channels, whether now known of hereafter created. The Contractor agrees to execute such documents, as the District may from time to time deem necessary or desirable to evidence, establish, maintain, and protect the District's ownership of such Materials, and all other rights, title, and interest therein.

Confidentiality

In connection with the performance of services hereunder, the Contractor may be exposed to the District's confidential and proprietary information, whether or not so identified (including without limitation this Agreement). The Contractor hereby agrees that it will treat all such confidential and proprietary information in accordance with District policy and applicable statutes.

The Contractor shall not use the District's name in any advertising or promotional literature or publish any articles relating to the District, this Agreement, or the services, without the District's prior written consent.

Termination

Throughout the term of this Agreement, the Information System Technician shall be subject to discharge for just cause however the Board shall not arbitrarily or capriciously call for dismissal of the Information System Technician. This Agreement may be terminated at any time without cause, by either party upon 365 days written notice.

Income Tax Designation

In the event that the Internal Revenue Service should determine that the Contractor is, according to IRS guidelines, an employee subject to withholding and social security contributions, the Contractor acknowledges herein, that all payments to the Contractor are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon.

Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Only a further writing that is duly executed by both parties may modify this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Superintendent of New Berlin
Community Unit School District #16

Contractor