

INDEPENDENT CONTRACTOR SERVICES AGREEMENT BETWEEN MONROE LOCAL SCHOOL DISTRICT AND TIM STEWART

The Monroe Local School District Board of Education, (“Board”), a political jurisdiction, hereby agrees to enter into the **Agreement** (“Agreement”) with **Tim Stewart** (“Independent Contractor” or “Contractor”), to coordinate with the Director of Technology the Board’s technology services. This Agreement is established and subject to the following terms and conditions:

The following duties are in support of and in coordination with the Director of Technology:

1. **Purpose.** The Contractor specializes in coordinating technology services. Main duties during this contract will include but not be limited to:
 - a. Installation and set up of all PC’s and Laptops, including software installation.
 - b. Upgrading of PC’s or laptop hardware or software as needed.
 - c. Repair or replacement of malfunctioning parts.
 - d. Troubleshooting assistance in person or over the phone to all users.
 - e. Maintenance and servicing of all printers, scanners, projectors, whiteboards and other computer peripherals.
 - f. Troubleshooting and problem solving as related to computers and laptops.
 - g. Troubleshooting and problem solving as related to software including but not limited to Progress Book, DASL, AIMS Web, etc.
 - h. In the absence of the Director of Technology, serve as network administrator.

During this contract period, Contractor will also work in support of and in coordination with the Director of Technology on any or all of the following areas:

A. Technology Planning

- Perform annual technology assessment(s) consisting of performance metrics, capacity standings, asset aging, etc.
- Create and maintain a comprehensive strategic technology plan that keeps the school district up-to-date with technology advances.
- Provide budgets as required to support operation, sustainability and growth of the technology plan, which shall include:
 - Quarterly projections over a three-year period
 - Technology equipment
 - New technology equipment and upgrades

- Software and licenses
 - New software and upgrades
 - Ongoing maintenance agreements
 - Execute the technology plan at the pleasure of the Board or its administration.
 - Establish hardware and horizontal software¹ standards.
 - Provide recommendations and updates to the technology plan to ensure that equipment and software do not become obsolete.
 - Participate in district growth modeling to predict and plan for technology requirements into the future.
- B. Risk Management
- Develop organizational security policies.
 - Create disaster recovery plans.
 - Quickly identify and remedy single points-of-failure.
- C. Education Resources Integration
- Evaluate system requirements and establish deployment schemes for all vertical software¹.
 - Assist Monroe's Director of Curriculum and in-house applications technologists with vertical software integration.
 - Provide resources to facilitate in-house training on vertical software.
- D. Capacity & Utilization Planning
- Monitor the following, and integrate results into technology planning:
 - Network utilization
 - Server utilization
 - Storage utilization
- E. Asset Management
- Manage, monitor, maintain, and secure software license compliance.
 - Manage, monitor, maintain, and secure hardware asset tracking, including:
 - Manufacturer

¹ "Horizontal software" applies to the entire enterprise regardless of department. Includes standard backoffice applications (e.g., word processing, presentation, e-mail, etc.) "Vertical software" is specific to a function or department (e.g., Moodle, Pinnacle, etc.)

- Model number
- Serial number (if applicable)
- Date purchased (when known)
- Warranty information
- Location
- Last maintenance date
- Individual components
- Specialized software including version/release number
- Configuration settings
- Other significant characteristics
- Manage, monitor, maintain, and secure other warranty and maintenance agreements.

F. Network Security

- Maintain user policies, including password standards.
- Monitor firewall for intrusion attacks.
- Monitor and implement US-CERT² advisories that identify security problems in vendor supplied software. Implement appropriate safeguards to mitigate unauthorized use of systems, increase network stability, and repair or remove identified threats to the network.

G. Access Management

- Setup and maintain user accounts and profiles.
- Maintain user disk quotas on servers, as required.
- Provide monitoring systems for recording unauthorized access and break-ins.
- Manage Internet content filtering and CIPA³ compliance.
- Provide auditing of user accounts as required by the Board or its administration.

H. Vendor Management

- Interview, evaluate and recommend technology vendors, as required.
- Manage hardware and software maintenance agreements.
- Manage connectivity service levels with Board providers.

² "Computer Emergency Readiness Team", part of the Department of Homeland Security (www.us-cert.gov)

³ "Child Internet Protection Act"

- Manage telecommunications carriers.
- Manage contractors providing technology infrastructure to the school district (cabling, etc.).

I. Human Resource Management

- Provide, train and implement comprehensive IT management tracking system to handle all support requests.
- Provide escalation mechanisms and reporting tools to measure the performance of both in-house and outsourced IT staff, if applicable.

J. Documentation

- Manage, monitor, maintain, and secure network documentation, including:
 - IP address indexes and network scope catalogs
 - Network topology diagrams
 - Wiring diagrams for routers and switches
 - Configurations, parameter settings and backups for routers and switches
 - Server-rack layouts
- Create, implement, and manage procedures regarding:
 - Data backup and restoration
 - Disaster recovery
 - User ID administration
- Create, implement, and manage floor plans, including:
 - Telecommunication and data jack locations
 - Equipment room layout(s)
- Manage, monitor, maintain, and secure business applications, including:
 - Database design
 - Reporting
- Manage, monitor, maintain, and secure desktop documentation, including:
 - System configurations
 - Parameter settings
 - Patch management

2. Compensation.

- A. For contractual services as defined by this Agreement, the Board will pay Contractor not more than \$33,000 annually, which will be paid in bi-weekly installments, consistent with the Board's payroll schedule. The Contractor will work 220 days during this one-year contract period, commencing August 1, 2011 and ending July 31, 2012.
 - B. The Contractor and any of Contractor's employees or agents who perform services under this Agreement are not Board employees and will not receive benefits that are afforded to full-time Board employees. The Contractor is responsible for applicable local, state, and federal tax filings. The Contractor shall receive compensation for any authorized mileage expenses at the current rate established by the Board. The Board reserves the right to compensate Contractor for special services related to this Agreement as may be necessary throughout the term of this Agreement.
 - C. Contractor will spend such time as required to fulfill the obligations under this contract to the satisfaction of the Monroe Administration. If these obligations require more work than contemplated by this Agreement, Contractor may seek additional compensation which must be approved in writing by the Superintendent or the Board before the additional work is completed.
3. **Independent Contractor.** Nothing contained in this Agreement shall be construed as creating an employment agreement between the Board and Contractor. It is the intention of the parties that all services performed by the Contractor or Contractor's employees or agents under this Agreement will be performed as an independent contractor and not as an employee of the Board. It is further intended that Contractor will have no authority to enter into any contract, agreement or any other arrangement in the Board's name or on the Board's behalf, except where the Board expressly grants Contractor such authority. Contractor shall have control over the manner and method of the performance of the services. The services will be performed solely at Contractor's risk. The payments provided for herein shall be Contractor's sole compensation for his performance under this Agreement. No benefits provided by the Board to its employees will be made available to Contractor or any of Contractor's employees or agents performing services under this Agreement. No taxes shall be withheld from the fee payments under this Agreement, and Contractor shall be responsible for the payment of all taxes, insurance, and other withholding obligations under this Agreement. In the event Contractor's status as an independent contractor is challenged and determined by a court or agency not to be an independent contractor, Contractor agrees to indemnify the Board for all costs, penalties, and attorneys' fees associated with such a determination.
4. **Amendment.** By written mutual agreement, this Agreement may be amended by authorized representatives of the Board and the Contractor.
5. **Responsibilities and Privileges.** The Contractor and the Board agree to:
- A. Make every effort to provide the Contractor with sufficient access to office space, supplies, telephones, computers, fax machines, copiers, radios, and other equipment or materials needed to support the services described in this Agreement.
6. **Indemnification.** The Contractor shall indemnify and hold the Board, its current or former administrators, instructors, agents, employees, representatives, officers, students, attorneys, and all others in any way associated with the Board in any capacity, and their heirs, executors, successors and assigns,

harmless from and against any and all claims, liability, damage, or loss to person or property to the extent that such claim, liability or loss arose or grew out of any act of the Contractor or Contractor's employees or agents, together with all costs, expenses and attorney fees incurred with respect to any such claim, demand or legal proceeding. If any action or proceeding is brought against the Board by reason of any such occurrence, the Contractor will be notified of such filing and its obligation to defend such action or proceeding.

7. **Liability Insurance.** The Contractor agrees to provide the Board prior to the execution of this Agreement, sufficient liability insurance to fully and adequately protect the Board from claims caused by any action of Contractor or Contractor's employees or agents. If Contractor fails or refuses to comply with the liability insurance provision this Agreement will be void.

8. **Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days prior written notice to the other party.

9. **Entire Agreement/Miscellaneous.**

- A. This Agreement and the performance thereunder shall be governed by and interpreted under Ohio law.
- B. Neither party shall assign this Agreement without the prior written consent of the other and any attempted assignment without such consent shall be null and void and of no effect.
- C. The failure by either party to this Agreement, at any time, to enforce or to require strict compliance or performance by the other of any of the provisions of this Agreement shall not constitute a future waiver of such provisions and shall not affect or impair in any way the rights of the parties at any time to enforce said provisions.
- D. Any controversy or claim arising out of or relating to this Agreement shall be resolved by arbitration in Butler County, Ohio, in accordance with the rules of the Arbitration and Mediation Service.
- E. This Agreement supersedes all prior agreements. This Agreement represents the entire agreement between the Board and Contractor, which may not be changed or otherwise modified unless such change or modification is in writing and signed by both parties.
- F. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

On behalf of the
Board of Education
Monroe Local School District
Butler County, Ohio

On behalf of
Tim Stewart

Michael Lane, Board President

Tim Stewart

Date

Date