

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD  
OF EDUCATION OF CENTER CASS SCHOOL DISTRICT NO. 66  
AND THE BOARD OF EDUCATION OF DARIEN SCHOOL DISTRICT NO. 61 FOR  
COST SHARING OF SENIOR NETWORK MANAGER EXPENSES**

**THIS INTERGOVERNMENTAL AGREEMENT** ("Agreement") is made and entered into by and between the BOARD OF EDUCATION OF CENTER CASS SCHOOL DISTRICT NO. 66 ("Center Cass"), and the BOARD OF EDUCATION OF DARIEN ELEMENTARY SCHOOL DISTRICT NO. 61 ("Darien") and is effective on the later date of execution set forth below.

**WITNESSETH:**

**WHEREAS**, Darien and Center Cass are public school districts in DuPage County organized and existing under the laws of the State of Illinois; and

**WHEREAS**, Darien and Center Cass are government taxing bodies serving residents of their respective geographic areas;

**WHEREAS**, the Constitution of the State of Illinois of 1970, Article VII, *Local Government*, Section 10, provides for intergovernmental cooperation in and authorizes units of local government to obtain or share services, to exercise, combine or transfer powers or functions in any manner not prescribed by law or ordinance, and authorizes units of local government to use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, Center Cass and Darien are authorized and empowered to contract with one another pursuant to the provisions of Section 3 of the *Intergovernmental Cooperation Act* (5 ILCS 220/3); and

**WHEREAS**, Center Cass employs a Senior Network Manager to manage its Information Technology program; and

**WHEREAS**, Darien 61 desires to utilize the services of Center Cass's Senior Network Manager of Technology to assist Darien 61 with its Information Technology program and to reimburse Center Cass for such assistance; and

**WHEREAS**, both Darien and Center Cass seek to limit expenditures and maximize savings and will benefit by sharing the Senior Network Manager position and the position's expenses; and

**WHEREAS**, Center Cass and Darien have determined through their respective governing bodies that it is in their respective best interests to enter into this Agreement pursuant to the terms and conditions contained herein.

**NOW THEREFORE** in consideration of the mutual promises, covenants, conditions, and other valuable consideration, the receipt and sufficiency whereof is herein acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. **Term.** The shared services of the Senior Network Manager of Technology shall commence on July 1, 2025 and terminate on June 30, 2026, unless otherwise terminated as provided herein. Either party may terminate this Agreement for any or no reason with 60 calendar days' notice to the other. Any monies paid by Darien 61 for services of the Senior Network Manager past said 60 calendar days, shall be returned to Darien 61 within 30 calendar days of termination date.
3. **Services.** The Senior Network Manager shall provide the services set forth on Exhibit A to Darien 61 as requested by Darien 61, in an amount of time equal to fifty percent (50%) of Senior Network Managers total working time. Services in Exhibit A can be added or amended as necessary but such changes must be made in writing and signed by both parties. It is understood that the Senior Network Manager may need to temporarily suspend services to one District in order to attend to an emergency or urgent situation in the other District.
4. **Fee Reimbursement.** In exchange for allowing the Senior Network Manager to provide the services provided for in this Agreement to Darien 61, for the 2025-2026 fiscal year Darien 61 shall pay Center Cass a sum equal to fifty percent (50%) of the salary of the Senior Network Manager (which shall be 50% of the Senior Network Manager's regular salary) and 50% of the Senior Network Manager's fringe benefit and pension costs, which are detailed in Exhibit B, attached hereto and made a part hereof. This reimbursement shall be paid in quarterly installments on August 1, 2025, November 1, 2025, February 1, 2026, and May 1, 2026.
5. **Employment Status.** The Senior Network Manager is employed by Center Cass and is providing services to Darien 61. Accordingly, the Senior Network Manager is not and shall not be considered an employee of Darien 61 and shall not be entitled to any employment benefit from Darien 61. Darien 61 however shall contact the Senior Network Manager directly to facilitate the performance of services for Darien 61. Center Cass agrees to promptly notify Darien 61 should the Senior Network Manager no longer be employed by Center Cass. Furthermore, Darien 61 agrees not to hire, either directly or indirectly, the Senior Network Manager for a period of three years after the termination of this Agreement, without the express written consent of Center Cass, which it may withhold in its sole discretion.
6. **Performance Review.** The Superintendent of Center Cass or designee shall be the contact person for receiving grievances, queries, complaints and commendations of services performed for the services provided by the Senior Network Manager under this Agreement.
7. **Indemnification.** Darien 61 shall indemnify and hold harmless Center Cass, its individual Board members, officers, employees, volunteers, agents, successors and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, including reasonable attorneys' fees of any nature, kind or description arising out of, caused by or resulting from any claim by or through the services provided by the Senior Network Manager to Darien 61 under this Agreement, unless it is caused by the willful and wanton acts or intentional wrongdoing of the Senior Network Manager or Center Cass.

Center Cass shall indemnify, defend, and hold harmless District 61 its individual Board members, officers, employees, volunteers, agents, successors, and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, including reasonable attorneys' fees of any nature, kind or description arising out of, caused by or resulting from any claim by or through the services provided by the Senior Network Manager to Darien 61 under this Agreement, unless it is caused by the willful and wanton acts or intentional wrongdoing of the Senior Network Manager or Darien 61.

**8. Default.** In the event that either Party to this Agreement fails to perform any of the terms and conditions contained herein said Party shall be considered to be in default of this Agreement. Upon written notification from the non-defaulting Party, the defaulting Party shall have fifteen (15) days from the receipt of said notice to remedy the default or to commence activities to remedy the default if the default cannot reasonably be remedied within the fifteen (15) day period. Should the defaulting Party fail to remedy the default or take action to remedy the default within the fifteen (15) day period, the non-defaulting Party may take such action as available in law or equity. The defaulting Party shall be responsible for all costs, fees and expenses, including attorneys' fees, incurred by the other Party which result from or are associated with the enforcement of the terms of this Agreement.

**9. Amendments.** No modifications, amendments, or waiver of any provision herein shall be valid and binding unless in writing and signed by all Parties.

**10. Governing Law.** This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois.

**11. Successors and Assigns.** This Agreement shall be binding upon, apply and insure to the benefit of each Party and their respective legal representatives, successors and assigns.

**12. Complete Understanding.** This Agreement sets forth all the terms and conditions, and agreements and understandings between the Parties relative to the subject matter hereof, and there are no agreements or conditions, either oral or written, expressed or implied, between them other than as herein set forth.

**13. Waiver.** No waiver of any default of any Party hereunder shall be implied from an omission of any Party to take any action on account of such default and no express waiver shall affect any default other than the default specified in that express waiver and then only for the time and to the extent therein stated.

**14. Notices.** Any notice required to be provided hereunder shall be in writing and shall be sent by a nationally recognized overnight delivery service with delivery confirmation, or by U.S. certified or registered mail with return receipt, to the addresses set forth below:

**CENTER CASS**

Center Cass School District No. 66 Attn:  
Superintendent

**DARIEN**

Darien School District No.  
61 Attn: Superintendent

699 Plainfield Road Downers  
Grove, IL 60516

7414 Cass Avenue  
Darien, IL 60561

All notices shall be effective upon deposit with the delivery carrier.

**15. Severability.** If there is any term or provision of this Agreement, or the application thereof, which shall be prohibited by law or invalid under applicable law, such provision shall be ineffective to the minimal extent of such prohibition or invalidity without invalidating the remainder of such provision or this Agreement.

**16. No Third Party Beneficiary.** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

**17. Execution.** Each Party warrants to the other that it is authorized to execute, deliver, and perform this Agreement and that the individual signing on behalf of them is authorized to execute this Agreement in the name of the party on whose behalf he or she executes it.

**18. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will be considered one and the same instrument.

**19. Headings.** The headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed  
by a duly authorized individual on the dates set forth below.

**BOARD OF EDUCATION OF  
CENTER CASS SCHOOL DISTRICT  
66, DUPAGE COUNTY, ILLINOIS**

By \_\_\_\_\_  
**President**

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
**Secretary**

**BOARD OF EDUCATION OF  
DARIEN SCHOOL DISTRICT 61  
DUPAGE COUNTY, ILLINOIS**

By \_\_\_\_\_  
**President**

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
**Secretary**

## **EXHIBIT A**

### **DESCRIPTION OF SERVICES TO BE PROVIDED TO DARIEN SCHOOL DISTRICT 61**

Primary Function- Support and Troubleshooting

Manage and maintain authentication systems. This includes Google Admin, ClassLink, Skyward, and similar systems..

Provide higher-level technical support through the helpdesk ticketing system.

#### **Major Responsibilities and Duties**

##### Systems

Manage and maintain authentication systems. This includes Google Admin, ClassLink, Skyward, and similar systems. .

Manage and maintain student and staff rosters for systems such as NWEA MAP, CogAT, HMH, Amplify, IXL, Google Classroom, SeeSaw, etc.

Assist the Director of Technology in managing access to the district's student information system, Skyward.

Assist the Director of Technology in maintaining accurate data in the district's student information system, Skyward.

Assist the Director of Technology in managing the district's phone system, Cisco Webex.

Assist the Director of Technology in managing the district's network systems.

Assist the Director of Technology in managing the staff and student computers and Chromebooks.

##### Support

Manage and maintain the district's helpdesk system.

Provide timely updates to tickets that have been submitted.

Coordinate with other technology team members to provide the highest level of support.

##### Planning

Work with the Director of Technology to implement new technology initiatives.

Provide input on new technology trends and perspectives.

**EXHIBIT B**  
**SENIOR NETWORK MANAGER'S FRINGE BENEFIT COSTS**  
**TO BE SHARED EQUALLY BETWEEN DISTRICT 66 AND DISTRICT 61**

Such other privileges, leaves, sick leave, fringe benefits not specifically enumerated as are extended to all other non-certified personnel by District #61 Board policy and any payments which may be required to meet legal obligations as an employer.