

**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 DIRECTOR OF TECHNOLOGY 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 governmental 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 proscribed 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**, Darien employs a Director of Technology (the “Director of Technology”) to manage its Information Technology program; and

**WHEREAS**, Center Cass desires to utilize the services of Darien’s Director of Technology to assist Center Cass with its Information Technology program and to reimburse Darien for such assistance; and

**WHEREAS**, both Darien and Center Cass seek to limit expenditures and maximize savings and will benefit by sharing the Director of Technology 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 Director of Technology shall commence on July 1, 2023 and terminate on June 30, 2024, 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 Center Cass for services of the Director of Technology past said 60 calendar days, shall be returned to Center Cass within 30 calendar days of termination date.
3. **Services.** The Director of Technology shall provide the services set forth on Exhibit A to Center Cass, as requested by Center Cass, in an amount of time equal to fifty percent (50%) the Director of Technology's 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 Director of Technology 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 Director of Technology to provide the services provided for in this Agreement to Center Cass, for the 2023-2024 fiscal year Center Cass shall pay Darien 61 a sum equal to fifty percent (50%) of the salary of the Director of Technology (which shall be 50% of the Director's regular salary plus \$36,750.35 for performing the shared services under this Agreement) and 50% of the Director'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, 2023, November 1, 2023, February 1, 2024, and May 1, 2024.
5. **Employment Status.** The Director of Technology is employed by Darien and is providing services to Center Cass. Accordingly, the Director of Technology is not and shall not be considered an employee of Center Cass and shall not be entitled to any employment benefit from Center Cass. Center Cass however shall contact the Director of Technology directly to facilitate the performance of services for Center Cass. Darien 61 agrees to promptly notify Center Cass should the Director of Technology no longer be employed by Darien 61. Furthermore, Center Cass agrees not to hire, either directly or indirectly, the Director of Technology for a period of three years after the termination of this Agreement, without the express written consent of Darien, which it may withhold in its sole discretion.
6. **Performance Review.** The Superintendent of Darien or designee shall be the contact person for receiving grievances, queries, complaints and commendations of services performed for the services provided by the Director of Technology under this Agreement.
7. **Indemnification.** Center Cass shall indemnify and hold harmless Darien, 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 Director of Technology to Center Cass under this Agreement, unless it is caused by the willful and wanton acts or intentional wrongdoing of the Director of Technology or Darien 61.

Darien shall indemnify, defend, 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 Director of Technology to Center Cass under this Agreement, unless it is caused by the willful and wanton acts or intentional wrongdoing of the Director of Technology or Center Cass.

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 hereto 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 inure 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 individuals 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: Jane Blivett  
President

Date: 04/25/2023

ATTEST:

By: Jane Mos  
Secretary

## **EXHIBIT A**

### **DESCRIPTION OF SERVICES TO BE PROVIDED TO CENTER CASS DISTRICT 66 BY THE DIRECTOR OF TECHNOLOGY**

#### **A. Primary Function- Leadership and Vision**

- Plan, organize and control district educational technologies and information systems and their use throughout the district
- Establish procedures and guidelines for administrative and instructional use of the district information systems
- Actively participate as a member of the Superintendent's Administrative Leadership Team to create and implement a vision for how technology will support the district's strategic and operational goals.
- Facilitate the process of priority setting and decision making for meaningful and effective uses of technology in support of the district's strategic goals

#### **B. Major Responsibilities and Duties**

##### **1. Planning**

- Know the current goals of the school district and align technology team's work with those goals
- Understand the relationship among curriculum, instruction and technology in providing a teaching and learning environment
- Work with key leaders, people networks and teams to identify steps needed to meet strategic goals
- Promote and lead the implementation of industry best practice methodologies, tools and programs in support of technology
- Conduct feasibility studies and design systems for all district data processing and computer use and make recommendation on action to be taken
- Determine information-system problems, both current and future, and design general solutions.
- Collect and synthesize policy and management information for the systems to be designed
- Develop a financial plan related to long-range development and utilization of the district information system

##### **2. Professional Development**

- Develop and implement an appropriate in-service program to train faculty, staff and administrative staff in the proper utilization and operation of the appropriate aspects of the district educational technologies and information system
- Promote standards for innovative teaching and learning that develop student proficiency in 21st century skills

- Stay abreast of state and national standards, benchmarks and frameworks for technology literacy
- Strive to lead others in all technology-related areas

### 3. Implementation

- Collaborate with district administration, building administration, faculty and staff in combining district- and building-user requirements into an integrated information system
- Recommend appropriate hardware, software, and other systems necessary for a rich learning environment and an effective and efficient technology staff
- Supervise all functions of the district's data processing, including local, state and federal reporting
- Coordinate and participate in the phasing-in of all new applications and evaluate/modify all systems and procedures required
- Establish and maintain systems and tools for gathering, warehousing, mining, integrating and reporting data in usable and meaningful ways
- Utilize data-driven decision making and related processes in support of stakeholders
- Direct and coordinate use of e-mail, district websites, Web tools, voicemail systems and other forms of communication
- Ensure that disaster recovery and business continuity plans that are an integral part of the district's technology program
- Utilize knowledge of funding sources available to the district and appropriately leverage them to meet district and programmatic goals
- Develop and manage budgets, both annually and long-range

### 4. Personnel

- In cooperation with the central office, direct a program of recruitment, retention, supervision, development, compensation and evaluation of all personnel involved in information systems development
- Possess strong leadership skills to manage diverse, cross-functional teams that work and perform well
- Mentor and empower others to assume leadership roles; set clear objectives and measures; and monitor process, progress and results
- Build an environment of trust through communication and transparency about decisions and how they are made
- Support cross-functional teams for all aspects of the district's technology program
- Support effective teamwork by utilizing quality improvement tools for decision making
- Build an environment that encourages communication among team members

**5. Liaison**

- Provide liaison with ISBE and other local/state/national resources and ensure compliance for all necessary reporting
- Build buy-in for the vision of the district's technology program / Future Ready Schools Initiative
- Collaborate with stakeholders to create a vision for how technology will support the district's strategic goals
- Effectively communicate using emerging technologies to reach stakeholders

**6. Other duties as assigned**

**EXHIBIT B**  
**DIRECTOR OF TECHNOLOGY 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.