ADDENDUM TO THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN OREGON COMMUNITY UNIT DISTRICT NO. 220 AND OGLE COUNTY EDUCATION COOPERATIVE

The Addendum ("Addendum") is hereby made a part of the Intergovernmental Agreement by and between Oregon Community Unit District No. 220 ("OCUSD #220") and Ogle County Education Cooperative ("OCEC") relating to professional services ("Agreement").

WHEREAS, OCEC seeks the support of Technology System management, oversight, and troubleshooting and a Computer Technician; and

WHEREAS, OCUSD #220 has the capacity to provide Technology System management, oversight, and troubleshooting and a Computer Technician; and

WHEREAS, OCUSD #220 and OCEC wish to enter into the Addendum in accordance with the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises herein set forth and other good and valuable consideration which is hereby acknowledged by the Parties, it is agreed as follows:

- 1. <u>Governing Provisions.</u> In the event of a conflict between the terms and conditions of this Addendum and those of the Agreement, the terms and conditions herein shall govern. All other provisions of the Agreement not otherwise modified herein shall remain in full force and effect.
- 2. <u>Technician Services.</u> In addition to the staffing provided in the Agreement, OCUSD #220 will also employ a Computer Technician. The Computer Technician shall oversee and provide support for all OCEC technology-related workflow by OCEC staff. The Computer Technician will report to work, be paid, and be supervised by OCUSD #220. OCEC staff shall report any technology-related workflow issue to the OCUSD #220 Director of Technology.
- 3. Additional Services. It is the intention for both OCUSD #220 and OCEC to enter into a mutually beneficial agreement for professional technology services as set forth in this paragraph ("Additional Services"). In accordance with such agreement, OCUSD #220 shall assist OCEC with the design and evaluation of OCEC technology platforms in the classroom and district offices: assist OCEC with budgetary review and evaluation of OCEC's technology budget and support OCEC's employees and day to day technology operations in support of OCECs' mission.
- 4. Staffing and Employee Management. OCUSD #220 shall remain the employer of its employees and OCEC shall remain the employer of its employees and all management, control, discipline, compensation and provision of benefits shall be in the sole control and remain the sole responsibility of the respective employer. In addition, all personnel rules applicable to OCUSD #220 employees shall continue to apply to such employees while performing Services under the Agreement and this Addendum. Both Parties agree to comply with applicable laws and regulations.

- 5. <u>Cost of Additional Services.</u> The cost for the provision of the Additional Services set forth in Paragraph 2 above shall be \$56,000.00 (fifty-six thousand dollars) for the first year of this Agreement. Each Spring the cost of service will be reviewed and adjusted by mutual agreement. Any operation costs for OCUSD #220 professional services are included. OCUSD #220 will not engage outside vendors in its provision of the Additional Services set forth in Paragraph 2 above without OCEC's prior authorization. Any operational costs for such outside vendors will be billed directly to OCEC from that vendor so used or contracted.
- 6. Payment. OCEC agrees to pay OCUSD #220 the Cost of Services in Paragraph 4 above in ten (10) equal monthly installments of \$5,600.00 (five-thousand, six-hundred dollars) beginning in August, 2019, or the remaining balance divided by the remaining fiscal year moths, such that the total of \$56,000.000 will be completed paid during the 2019-2020 fiscal year. For fiscal years following 2019-2020, the Parties agree that the Cost of Additional Services (and the monthly payment amount) may need to be reviewed and/or adjusted in the best interests of both OCEC and OCUSD #220, as mutually agreed upon, and at the time of renew/extension. Any modification in the Cost of Additional Services and/or monthly payment amount shall be made in the form of a written amendment attached to this Addendum.
- 7. **Effective Date.** This Addendum shall become effective as of the date both Parties have signed.

IN WITNESS WHEREOF, the undersigned entities have caused this Addendum to be duly executed on the date set forth hereafter.

Board of Oregon Community Unit School District No. 220	Ogle County Education Cooperative
By:	By:
Its President	Its President
Date:	Date:
Attest:	Attest:
By:	By:
Its:	Its: