

**Intergovernmental Agreement Between:  
Dupo Community Unit School District #196 and  
Columbia Unit School District #4  
For German Language Courses**

This Agreement is entered into on \_\_\_\_\_, 2025, by and between the Board of Education for Dupo Community Unit School #196 (hereinafter "Dupo"), and the Board of Education for Columbia Unit School District #4 (hereinafter "Columbia").

Whereas, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes Dupo and Columbia to enter into intergovernmental agreements in order to jointly exercise, combine, transfer or enjoy any power, privilege, function or authority which they may possess;

Whereas, Article 7, Section 10(a) of the Constitution of the State of Illinois authorizes Dupo and Columbia to contract in any manner not prohibited by law and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities;

Whereas, Dupo requires the services of a credentialed instructor on a shared basis to teach German Language courses ("German Language");

Whereas, Columbia will employ a credentialed German Language instructor to provide appropriate services to Dupo on a shared basis;

Whereas, it is the desire of Dupo and Columbia to enter into an agreement that would allow Columbia to provide Dupo with German Language courses on a shared basis;

Whereas, both Dupo and Columbia have determined that it is in their respective best interests, as well as the best interests of the students and other individuals served by Dupo and Columbia, to share the services of a credentialed German Language instructor; and

Whereas, both Dupo and Columbia have reached mutually acceptable terms for the sharing of the services of the German Language instructor and wish to memorialize the same herein.

Now therefore, in consideration of the promises hereof and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

**Article I - Employment of a Credentialed German Language Instructor and Term**

Columbia shall employ an instructor properly credentialed to teach German Language courses ("Instructor"). Other than as set forth herein, Columbia shall be responsible for all employment related decisions concerning the Instructor, including, but not limited to, the right to discipline, dismiss, and discharge the Instructor; the right to evaluate the Instructor's performance; the approval of time off from work; and the granting of any leave of absence. As the employer, Columbia will determine the Instructor's salary, benefits, and other terms and conditions of employment. Feedback from Dupo will be sought and expected to be utilized in the decision-making process.

Dupo shall inform Columbia in the event that Dupo and its employees become aware of any alleged policy, rule, or procedure violation by the Instructor.

## **Article II - Qualifications and Services to be Provided**

The Instructor must have the following valid licenses:

- I. Illinois State Board of Education - PEL Foreign Language - German endorsement

The Instructor's duties shall include but not be limited to teaching an approved German Language curriculum and related instructional assignments per the job description. If a German Language course is offered as a dual credit or advanced placement course, Dupo students are eligible to receive the same credits that are available to Columbia students. Student instructional days will correspond to the Columbia student attendance schedule and school calendar.

## **Article III - Reports and Records**

The Instructor shall maintain records and reports in accordance with Columbia policies, including, but not limited to, grades, progress reports, observations, and relevant reports.

All such records, including information and notes prepared or provided by the Instructor shall be the property of the District for which services are provided.

The Instructor shall comply with the provisions of all State and Federal laws regarding privacy and disclosure of student records.

## **Article IV - Facilities, Materials, Equipment, and Transportation**

Columbia shall provide the following:

1. An appropriate room for instruction;
2. All forms, supplies and materials necessary to provide services to the students;
3. Relevant facilities for supplies and records, as well as a functional area for the instructor, and
4. Copies of all pertinent District policies provided to Instructor. •

Dupo shall be responsible for providing transportation for Dupo students to and from Columbia facilities for participation in the Course.

## **Article V - Discipline**

Students participating in the Course shall abide by Columbia policies and expectations while on Columbia property. Columbia shall have the sole discretion to remove a student from the classroom for violating Columbia policies. Columbia shall promptly report any incidents of misconduct and/or discipline of Dupo students to Dupo.

## **Article VI - Insurance and Liability**

Each District shall be responsible for insuring the Instructor under its own liability policy of insurance for services provided to its own District. Each District shall provide general and professional liability insurance covering the Instructor and provisions of services under this Agreement in the maximum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Dupo shall furnish to Columbia a valid Certificate of Insurance evidencing that it has adequate professional liability insurance coverage as required herein. Columbia shall maintain general and professional liability insurance covering the Instructor when he/she is not performing services for Dupo. Columbia shall furnish to Dupo a valid Certificate of Insurance evidencing that it has adequate professional liability insurance coverage as required herein.

## **Article VII - Indemnification**

Both Dupo and Columbia will indemnify and hold the other, its officers, board members, officials, and employees, in both their official and personal capacities, harmless from any claims, causes of actions, disputes, damages, personal injury or death, losses, fees, court costs, attorney fees or any other liabilities, whether known or unknown, that are the responsibility of said Party to this Agreement arising out of or in any way connected with the performance of this Agreement and student participation in the course and/or engaging in any activities in any way incidental thereto, whenever, wherever and however the same may occur.

Neither party shall be the responsible any liabilities arising from the fault or negligent acts, omissions, or failures to act of the other party during the effectiveness of this Agreement. This provision shall survive termination of this Agreement. This Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other party or against any third party.

## **Article VIII - Cost of Services**

Dupo will agree to purchase the Instructor services from Columbia in a shared capacity. Dupo hereby agrees to pay Columbia the prorated cost of the Instructor's services under this Agreement prorated based on the number of Dupo students enrolled in the Course, which costs include base salary, pension contributions, and health insurance.

Columbia shall, once per semester, send Dupo an invoice for services which shall be payable upon thirty (30) days of receipt.

In the event the Instructor resigns, or is terminated by Columbia, during the term of this Agreement, Dupo shall be responsible for the pro rata share of the Instructor's salary and benefits based upon the number of days worked.

## **Article IX – Term and Termination**

The effective date of this Agreement is \_\_\_\_\_, 2025, and shall remain in effect until terminated in writing by either party.

### **Article X - Entire Agreement**

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements of any kind between the parties hereto, if any, whether oral or written, relating to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind have been made by any party hereto except as specifically set forth herein.

The parties expressly acknowledge that they have not relied on any prior or contemporaneous oral or written representation or statements by the other party in connection with the subject matter of this Agreement except as expressly set forth herein.

### **Article XI -Amendment of Agreement**

This Agreement contains all the terms and conditions agreed upon by the parties and may be amended only by mutual agreement of the parties as reflected in an instrument of writing signed by all parties. No verbal statements or agreements shall constitute an amendment of any of the provisions of this Agreement.

### **Article XII - Notice**

Any notice, demand, request, statement, or payment which may be required or permitted according to the terms, conditions, or provisions of this Agreement shall be given or made at the place hereinafter designated for giving notice to either party hereto. Any such notice, demand, request or statement shall be in writing and signed by the respective party to this Agreement, or any of their agents, officers, or attorneys, and shall be deemed to have been duly given or served when (a) personally delivered to the other party or any of their agents, employees, or attorneys so authorized to conduct the business of the party, respectively, or (b) forwarded by certified or registered mail with postage fully prepaid thereon, properly addressed to such party at the place hereinafter designated for giving notice.

The place for giving notice to Dupo is:

Dupo Community Unit School District #196  
Attn: Superintendent  
600 Louisa Avenue  
Dupo, IL 62239

The place for giving notice to Columbia:

Columbia Unit School District #4  
Attn: Superintendent  
5 Veterans Parkway  
Columbia, IL 62236

Such places and addresses may be changed by either party from time to time by serving and giving notice of such change to the opposite party in the manner herein above provided for giving notice

### **Article XIII-Applicable Law and Venue**

This Agreement shall be interpreted and enforced in accordance with the Jaws of the State of Illinois. For the purposes of enforcement or interpretation, any action brought pertaining to this Agreement shall be brought in the Circuit Court of St. Clair County, Illinois.

### **Article XIV - Contract Binding on Successors**

This Agreement is binding upon and inures to the benefit of the successors in interest of the parties.

### **Article XV - No Assignment**

Neither party to this Agreement shall assign the interests in this Agreement to any other person or entity without the express written consent of the other party.

### **Article XVI - Counterparts**

This Agreement may also be executed **in** one or more counterparts, each of which, for all purposes, shall be deemed an original and all of such counterparts, taken together, shall constitute one and the same Agreement. Signatures provided by facsimile or electronic transmission will be deemed to be original signatures.

### **Article XVII - Authorized Signatures**

The undersigned parties are authorized on behalf of Dupo Community Unit School District #196, and Columbia Unit School District #4, to enter into this Agreement.

**Dupo Community Unit School District #196**

**Columbia Unit School District #4**

By: \_\_\_\_\_  
President, Board of Education

By: \_\_\_\_\_  
President, Board of Education

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary