

MEMORANDUM OF UNDERSTANDING

Lafayette School Corporation and West Lafayette Community School Corporation

This Memorandum of Understanding ("MOU") is entered into as of [Date] day of [Month], 2026 (Effective Date), by and between **Lafayette School Corporation** ("LSC") and **West Lafayette Community School Corporation** ("WLCSC").

WHEREAS, LSC and WLCSC are each responsible for providing special education and related services to eligible students in accordance with applicable law; and

WHEREAS, from time to time, either corporation may have a need for additional special education personnel, equipment, supplies, or related resources to ensure appropriate services are available to students;

WHEREAS, the parties desire to work cooperatively to share certain special education personnel, equipment, supplies, and related services when mutually agreed upon; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound, the parties agree as follows:

1. Shared Services: LSC and WLCSC may share the services of certain special education personnel, equipment, supplies, or other special education-related resources as mutually agreed upon by the corporations' respective special education directors. Shared services may include, but are not limited to:

- Occupational Therapy;
- Physical Therapy;
- Deaf and Hard of Hearing Services;
- Speech-Language Services;
- Behavioral Services; and
- Other mutually agreed-upon special education services.

Neither party shall be required to provide personnel or resources under this MOU if doing so would interfere with its ability to meet its obligations to its own students or if staffing or operational limitations prevent such assistance.

~~4.~~ Tuition and Program Costs:

2. The receiving corporation shall reimburse the providing corporation for the actual costs associated with services, personnel, equipment, or supplies provided under this MOU.

For personnel services, the hourly reimbursement rate shall be calculated by dividing the employee's salary or wage and applicable benefits by the employee's regularly scheduled work hours. Billable time may include direct service time, travel time between assigned locations, consultation time, documentation, and other work reasonably related to the services being provided. Billable time shall be tracked on a Google spreadsheet that will be shared between the corporation special education directors and the respective school corporation CFO's.

Invoicing shall occur on a monthly basis. Payment shall be due following the next regularly scheduled meeting of the Board of School Trustees.

Upon request, the providing corporation agrees to furnish documentation reasonably necessary to verify the amounts invoiced, including records supporting personnel costs, hours worked, equipment charges, supply costs, and the methodology used to calculate reimbursement rates.

3. Cooperation: Each party shall be accountable for complying with Article 7 and other applicable laws in connection with services provided under this MOU. If services provided pursuant to this MOU become the subject of a complaint filed with the Indiana Department of Education, an administrative due process hearing request, audit, investigation, or related proceeding, the parties shall reasonably cooperate with one another in responding to and addressing the matter. Such cooperation shall include timely providing relevant records and information, making knowledgeable personnel reasonably available, and otherwise assisting as reasonably requested, subject to applicable law and student confidentiality requirements.'
4. Term: This MOU shall remain in effect for the 2026-2027 school year unless the parties modify or terminate it by mutual written agreement.
5. Legal Compliance: Both Parties shall comply with all state, federal, and municipal laws, regulations, and all standards of due care applicable to its activities under this MOU. Both parties intend and in good faith believe that this MOU complies with all applicable federal, state, and local laws.
6. Hold Harmless: Each party agrees to hold harmless the other and their designees for all damages, claims and expenses including legal costs and attorney fees, arising out of or connected with any claim, demand or action by a third party that either party to this MOU acted in a manner inconsistent with its obligations under this MOU. Each party shall give the other notice of any claim to which this section applies, and each shall cooperate fully with the other in the case of a joint defense of same.
7. No Assignment: Neither party may assign or transfer this MOU or any of its rights or duties under this MOU without the prior written consent of the other party.
8. Entire MOU: This MOU constitutes the Parties' entire MOU with regard to providing mental health services as described herein and supersedes all previous MOUs on that same subject, whether written or oral.
9. Applicable Law: This MOU shall be construed and governed by the laws of the State of Indiana.
10. Authority: Each signatory hereto, represents that such signatory has authority to execute this MOU on behalf of the designated party and that such signature binds the designated party to the terms and conditions set forth herein.
11. Independent Actors: Both Parties are performing as an independent entity under this MOU. No part of this MOU shall be construed to represent the creation of an employment, agency, partnership, affiliation, association, or joint venture MOU between the parties.

Authorization

By signing below, the parties acknowledge and agree to the terms of this Memorandum of Understanding.

Lafayette School Corporation Signature: _____ Printed Name: _____ Title: _____ Date: _____	West Lafayette Community School Corporation Signature: _____ Printed Name: _____ Title: _____ Date: _____
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