

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").

Recitals

WHEREAS, WLCSC is required by law to provide special education services to students pursuant to students' Individualized Education Programs (IEP); and

WHEREAS, in order to provide services required under a student's IEP WLCSC may have a need to place students in a Special Education Preschool Program or an Alternative Education Program;

WHEREAS, LSC operates a Special Education Preschool Program and Alternative Education Program (the "Programs") for special education students; and

WHEREAS, LSC and WLCSC desire to work together cooperatively to allow WLCSC to place students in LSC's Programs;

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

~~1.~~ Student Placement:

~~2.1.~~ WLCSC may refer a student for placement in an LSC Program when the student's case conference committee (CCC) determines that the placement is appropriate and consistent with the student's IEP. Before placement, WLCSC shall provide LSC with records and information reasonably necessary for LSC to prepare for and implement the student's program, and the parties shall coordinate the student's anticipated start date and transition.

~~3.2.~~ Student Acceptance: LSC shall accept a student referred by WLCSC unless, at the time of the proposed placement, the applicable Program lacks capacity to serve the student. LSC shall promptly notify WLCSC if it determines that capacity is unavailable and shall identify, to the extent reasonably practicable, whether and when space is expected to become available.

~~4.3.~~ Student Dismissal: LSC shall not unilaterally dismiss or discontinue serving a student placed under this MOU except when continued placement cannot be maintained because of program capacity. Before any dismissal or discontinuation based on capacity, LSC shall provide WLCSC reasonable written notice and cooperate with WLCSC and the student's case conference committee in planning an orderly transition and determining an appropriate subsequent placement in accordance with applicable law and the student's IEP.

~~4.~~ Tuition and Program Costs: WLCSC shall pay tuition to LSC for each student enrolled in either Program. Tuition shall be based on the actual cost of operating the applicable Program and may include the following expenditures related to the Program:

- Teacher salaries and benefits;
- Instructional assistant salaries and benefits;
- Salaries and benefits for therapists provided by LSC;

- Salaries and benefits for therapist assistants provided by LSC; and
- Supplies, instructional materials, and equipment necessary to operate the applicable program.

The annual per-student tuition rate for each program shall be calculated by dividing the Program's actual annual operating costs by the Program's average student enrollment during the applicable school year. Average enrollment shall be determined separately for each semester using the enrollment recorded on the fifteenth day of each month in which LSC is in session.

LSC shall invoice WLCSC for each semester within sixty (60) days after the end of that semester, based on the applicable average-enrollment calculation. Payment shall be due following the next regularly scheduled meeting of the WLCSC Board of School Trustees.

Upon request, LSC agrees to provide WLCSC with documentation reasonably necessary to verify the tuition charged for either Program, including supporting records related to Program expenditures, enrollment calculations, and the methodology used to determine the applicable per-student tuition rate.

5. Cooperation: LSC shall be accountable to WLCSC for implementing the Programs in a manner compliant with Article 7 and the students' IEPs. If the services provided to a student while placed in an LSC Program become an issue in a complaint filed with the Indiana Department of Education, an administrative due process hearing request, or a related, LSC shall reasonably cooperate with WLCSC in responding to and defending the matter. Such cooperation shall include timely providing relevant records and information in LSC's possession, making knowledgeable personnel reasonably available for consultation, interviews, conferences, testimony, or hearings, and otherwise assisting WLCSC and its legal counsel as reasonably requested, subject to applicable law and student-confidentiality requirements. WLCSC shall keep LSC reasonably informed regarding the matter and shall coordinate requests for assistance so as to minimize disruption to LSC's operations.
6. Term: This MOU shall remain in effect for the 2026-2027 school year unless the parties modify or terminate it by mutual written MOU.
7. 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.
8. 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.
9. 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.

10. 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.
11. Applicable Law: This MOU shall be construed and governed by the laws of the State of Indiana.
12. 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.
13. 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: _____
---	--