

MEMORANDUM OF UNDERSTANDING

This document constitutes a Memorandum of Understanding (MOU) between West Lafayette Community School Corporation (“School”), an Indiana public school corporation, and the City of West Lafayette, Tippecanoe County, Indiana, an Indiana municipal corporation (“City”), acting by and through its Parks and Recreation Department (“Parks”). School and Parks are collectively referred to as the “Parties.”

WHEREAS, Parks has developed an after-school childcare program (“Program”) at its Wellness Center facility (“Facility”); and

WHEREAS, School desires to facilitate safe transportation for students enrolled in the Program to travel to Parks’ Facility (“Transportation Services”); and

WHEREAS, School is willing to provide a space in its buildings (“Onsite”) for supervision of students enrolled in the Program when transportation is not available.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. *Incorporation of Recitals.* The foregoing recitals are incorporated into this Agreement as if set forth fully herein.
2. *Schedule.* The Parties agree that Transportation Services will be provided based on School’s calendar during in-person instruction days.
3. *Obligations of Parks*
 - a. *Communication.* Parks is responsible for all communication to participants, families, and employees of the Program.
 - b. *Transportation.* Parks will perform the following to support Transportation Services for students enrolled in the Program:
 - i. recruit and endorse a qualified driver and substitute driver (“Qualified Driver” and “Qualified Substitute” respectively).
 - ii. reimburse School for the hourly rate of a driver (including employment taxes) for time spent transporting students enrolled in the Program to the Facility.
 - iii. pay to School an annual flat fee for bus use, maintenance, and fuel in the amount of Three Thousand Dollars (\$3,000).
 - c. *Onsite:* Parks will perform the following to support Onsite supervision:
 - i. complete an annual facilities use agreement prior to utilizing School facilities for Onsite services and provide a certificate of liability insurance.

- ii. provide staff to supervise students enrolled in the Program while students are Onsite before or after the school day.

4. *Obligations of School*

- a. *Driver Training.* School will provide training for Qualified Driver and Qualified Substitute at School's expense.
- b. *Driver Employment.* Qualified Driver and Qualified Substitute will be School employees when providing transportation to students enrolled in the Program. They will be compensated based on the current wage and salary scheduled for classified employees of School. Drivers are subject to all policies, procedures, and practices of School.
- c. *Invoicing.* School will provide a monthly invoice by the 5th of the month to Parks for reimbursement for Qualified Driver and Qualified Substitute wages paid in the previous month.
- d. *Onsite.* School will provide space in its buildings for supervision of students enrolled in the Program when transportation is not available.

5. *Term and Termination*

- a. This MOU commences on _____ for a one-year term. However, this MOU will automatically renew for an additional one-year period unless one of the parties provides notice to the other at least thirty (30) days prior to the termination date.
- b. This MOU may be terminated at any time by either party by serving written notice of termination upon the other party at least fifteen (15) days prior to the termination date.
- c. Service of said notice described in this Section 4 will be by (a) United States Mail, First Class postage prepaid, (b) hand delivery, or (c) any other method reasonably calculated to provide adequate notice to the other party.
- d. This Agreement may be modified or terminated at any time with mutual agreement of the parties.

6. *Indemnification.* While School and Parks shall be partners to provide the services summarized herein, their partnership shall be a business arrangement and they shall not be considered agents of one another but shall be considered independent contractors of the other. To that end, School and Parks shall each indemnify, defend, and hold harmless the other and their respective trustees, directors, board members, employees, consultants, volunteers, and agents

- from any and against any and all injuries, claims, damages, judgments, costs, and liability of any nature, including paying for and/or reimbursing the other's attorneys' fees, arising from or in any connected with the parties' action or inaction related to the parties' relationship under this document.
7. *Severability.* The invalidity or unenforceability of any term, provision, clause or portion thereof, of this MOU shall in no way impair or affect the validity or enforceability of any other provision in this MOU.
 8. *No Waiver.* Failure of either party at any time to require performance of any provision of this MOU shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.
 9. *Assignment.* Each party shall not transfer, assign, or delegate this MOU without the other party's prior written consent.
 10. *Presumption.* This MOU or any section thereof shall not be construed against any party due to the fact that said MOU or any section thereof was drafted by said party.
 11. *Governing Law, Forum.* This MOU shall be construed according to the laws of the State of Indiana. Any legal action concerning this MOU, in law or equity, shall be brought in the exclusive jurisdiction of Tippecanoe County, Indiana.
 12. *Entire Agreement.* This MOU contains the entire understanding between and among the Parties and supersedes any prior understandings and agreements among them respecting the subject matter of this MOU. No modification of this MOU is enforceable unless in writing and signed by both parties.
 13. *Attorney Review.* Both parties acknowledge they have been advised to seek the advice of an attorney and to have an attorney review this MOU.
 14. *Non-Discrimination.* Both parties certify that they do not unlawfully discriminate against any employee or applicant for employment to be employed in the performance of this MOU, with respect to hiring, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, or ancestry.
 15. *Marks and Sponsorship.* Unless specifically authorized through a separate written agreement, neither party shall use the other party's name, logo, or marks, in any publication, advertising, publicity, or promotion.

- 16. *No Third Party Beneficiaries.* Nothing express or implied in this MOU is intended to confer, nor shall anything herein confer, upon any person other than the parties hereto and their respective successors or permitted assigns, any rights, remedies, obligations or liabilities whatsoever.
- 17. *Independent Relationship.* The parties are at all times independent from each other, and neither party will be considered an agent, servant, partner, employee, or joint venture of the other party. Notice of any fact by one party will not be considered notice of a fact by another party.
- 18. *Confidentiality.* The parties agree that any information from student records exchanged under this MOU will be kept confidential. Neither party may re-disclose information obtained from student records obtained in connection with this MOU to any third party unless consistent with the law.

Entered into this _____ date of _____, 2023.

West Lafayette Parks & Recreation
Department

West Lafayette Community School
Corporation

By: _____

By: _____

Title: _____

Title: _____