

MEMORANDUM OF UNDERSTANDING

Bauer Family Resources, Inc. and Lafayette School Corporation 21st Century Community Learning Centers (21st CCLC) - Cohort 13

Program Lead / Fiscal Agent	Bauer Family Resources, Inc.
School Partner	Lafayette School Corporation / Thomas Miller Elementary School
Primary Program Location	Bauer Community Center
Population	Eligible Thomas Miller Elementary students served through Bauer Youth Development / 21st CCLC
Grant Period	October 1, 2026 through September 30, 2029, contingent on award and annual continuation

PREAMBLE

Bauer Family Resources, Inc. ("Bauer") and Lafayette School Corporation ("LSC") share a commitment to improving academic, developmental, and family outcomes for students in Lafayette, Indiana. Through this Memorandum of Understanding ("MOU"), the parties establish a formal partnership in support of Bauer's application for and, if awarded, implementation of the Indiana Department of Education 21st Century Community Learning Centers (21st CCLC) Cohort 13 grant serving students from Thomas Miller Elementary School.

The proposed program will build on Bauer's existing Youth Development infrastructure and will provide high-quality out-of-school-time programming at the Bauer Community Center. Literacy will be the program's formal academic focus, supported by positive youth development, student choice, family engagement, and enrichment opportunities that complement - rather than duplicate - the school day. Bauer will serve as the lead applicant, fiscal agent, and program operator. LSC will serve as the primary school partner through Thomas Miller Elementary School.

The parties intend to maintain an active school-day/afterschool partnership through designated contacts, routine communication, student referral and recruitment, academic alignment, data sharing, transportation coordination, evaluation, and continuous quality improvement.

UNDERSTANDINGS AND COMMITMENTS

This MOU establishes the framework for collaboration between Bauer and LSC and identifies the services, information, and operational commitments each party will contribute to the proposed 21st CCLC program. Nothing in this MOU makes LSC a co-applicant, subrecipient, or fiscal agent for Bauer's Cohort 13 application unless the parties later enter into a separate written agreement expressly providing otherwise. The parties acknowledge that the EUNA/IDOE MOU template assigns fiscal-agent responsibilities to an LEA; because Bauer is the proposed Cohort 13 applicant and fiscal agent, those template responsibilities have been adapted in this MOU to reflect the actual Bauer-LSC partnership structure.

Program implementation under this MOU is contingent upon Bauer receiving the 21st CCLC Cohort 13 award and upon continued availability of funding and annual continuation approval. The parties may refine operational details in writing as implementation needs become clearer, provided those refinements remain consistent with the approved grant and applicable requirements.

RESPONSIBILITIES OF BAUER FAMILY RESOURCES, INC.

- Serve as the lead applicant, fiscal agent, and primary program operator for the 21st CCLC project and maintain responsibility for grant compliance, fiscal management, reporting, and communication with IDOE.
- Designate the Youth Development Supervisor as the 21st CCLC Program Director and primary Bauer contact for LSC/Thomas Miller coordination.
- Operate school-year 21st CCLC programming through Bauer Youth Development at the Bauer Community Center, consistent with the approved grant application and required operating hours. Bauer will not include summer programming in the Cohort 13 application.

- Provide literacy-focused academic enrichment and related project/enrichment activities within Bauer's integrated school-year program, with all program costs allocated and documented consistent with applicable grant and funding requirements.
- Recruit and enroll eligible Thomas Miller students in collaboration with the school and families, using an equitable process that considers academic need, family need, attendance/engagement factors, and access to high-quality out-of-school-time opportunities.
- Provide school-to-program transportation from Thomas Miller Elementary to the Bauer Community Center and maintain participant release, family pickup, transportation backup, and safety procedures so transportation does not become a barrier to participation.
- Maintain daily 21st CCLC attendance and participation records; conduct timely family outreach when attendance concerns arise; and monitor sustained participation in addition to the required Regularly Attending Participant (RAP) threshold.
- Employ or assign a dedicated Engagement Specialist to support family onboarding, attendance outreach, family literacy/learning activities, resource navigation, stakeholder feedback, and family-level communication under the direction of the 21st CCLC Program Director.
- Maintain qualified staff, required background checks, supervision, professional development, safety/emergency procedures, mandated-reporting practices, and accessibility accommodations applicable to Bauer personnel, volunteers, and activities.
- Select and coordinate with a qualified local evaluator and maintain systems needed for IDOE performance measurement, local evaluation, and continuous quality improvement.
- Provide LSC/Thomas Miller with appropriate individual and aggregate information on program attendance, participation, literacy/program progress, and engagement trends so school-day and afterschool staff can jointly identify needs and adjust supports, subject to applicable privacy requirements.
- Obtain program participation, transportation, and other Bauer-required family permissions and releases. For school-record data sharing, Bauer and LSC will jointly determine what parent/guardian consent, authorization, notice, or other documentation is required under applicable law and LSC policy, and Bauer will assist with obtaining any agreed family authorization when needed.
- Invite appropriate Thomas Miller staff to observe 21st CCLC programming periodically so the school-day/afterschool relationship extends beyond written data exchange.

RESPONSIBILITIES OF LAFAYETTE SCHOOL CORPORATION / THOMAS MILLER ELEMENTARY

- Designate a consistent Thomas Miller Elementary liaison to serve as the primary school contact for Bauer's Youth Development Supervisor/21st CCLC Program Director and to participate in the brief quarterly partnership check-in.
- Collaborate with Bauer in identifying and referring students who may benefit from the program, including students needing literacy/academic support, stronger engagement, positive adult relationships, or improved access to high-quality out-of-school-time programming.
- Support communication of program information to eligible students and families in coordination with Bauer while preserving family choice and voluntary participation.
- Assist Bauer in aligning 21st CCLC literacy and enrichment activities with Indiana Academic Standards, Thomas Miller instructional priorities, and student learning needs without duplicating the regular school day.
- Facilitate reasonable communication with classroom teachers and other school staff, when needed, so Bauer can understand general student strengths, needs, and school-day learning priorities while minimizing additional workload for Thomas Miller staff.
- Provide or facilitate access to the student information reasonably required for 21st CCLC reporting and evaluation, subject to applicable law, LSC policy, and any required authorization. The anticipated data elements include Student Testing Number (STN); fall and spring reading and mathematics grades or other academic performance information, as applicable; performance on applicable state and local assessments; school-day attendance; in-school suspensions; and teacher-reported engagement in learning. Additional student-level data will be shared only if mutually agreed and reasonably necessary for 21st CCLC reporting, evaluation, or program alignment.
- Support completion of the required teacher-reported engagement measure for applicable participating students. Bauer will prepare and provide a brief online survey for the appropriate teachers near the end of the school year. The parties intend for this to be an annual, limited request rather than a recurring teacher reporting obligation, unless IDOE requirements change.
- Coordinate with Bauer on student dismissal/release procedures so participating students can transition safely from Thomas Miller Elementary to Bauer-provided transportation and the afterschool program.
- Notify Bauer promptly of school closures, schedule changes, safety concerns, student transfer/withdrawal information, or other school-related changes that materially affect program operations or transportation.

- Participate in a brief quarterly partnership check-in with Bauer to discuss overall program implementation, general student and learning needs, emerging areas of focus, and opportunities to strengthen school-day/after-school alignment. Additional communication may occur as needed by mutual agreement.
- Participate in program evaluation and continuous-improvement activities by reviewing available data, helping interpret school-day trends, and identifying opportunities to strengthen school-day/after-school alignment.
- When feasible, support opportunities for appropriate Thomas Miller staff to observe or engage with 21st CCLC activities and to provide feedback on alignment and student needs.

DATA SHARING, PARENT/GUARDIAN AUTHORIZATION, PRIVACY, AND EVALUATION

Because Bauer is not an LEA, access to required school-day student data is necessary for 21st CCLC reporting and evaluation. Before student-level information is exchanged, Bauer and LSC will establish a mutually acceptable data-sharing process identifying authorized contacts, secure transfer methods, timing, required data elements, and the parent/guardian consent, authorization, notice, or other documentation required under applicable law and LSC policy.

- Student-level information will be used only for legitimate 21st CCLC program administration, evaluation, required reporting, and school-day/after-school coordination.
- The parties will comply with applicable federal and state confidentiality and student-record requirements, including FERPA where applicable. Bauer will be responsible for obtaining and maintaining any required parental consent, authorization, or other documentation necessary for the contemplated data-sharing process before student data are shared.
- Access to identifiable student information will be limited to authorized Bauer staff, authorized LSC staff, and the approved local evaluator or other authorized individuals whose access is necessary for the program purpose.
- Bauer will protect student information using reasonable administrative, technical, and physical safeguards and will not redisclose identifiable information except as authorized by law, consent, or a separate written agreement.
- Public reports, grant reports, presentations, and external communications will use aggregate or de-identified information unless individual-level disclosure is specifically authorized.
- The parties will coordinate the timing of data transfers so Bauer can meet IDOE reporting and local evaluation deadlines. Data requests will be limited to what is reasonably necessary and timed, when feasible, to reduce administrative burden on Thomas Miller and LSC staff.
- If additional data-sharing terms are required by LSC policy or legal counsel, the parties may execute a separate data-sharing agreement that will control those specific matters while this MOU continues to govern the broader partnership.

COMMUNICATION AND CONTINUOUS QUALITY IMPROVEMENT

The Thomas Miller liaison and Bauer Youth Development Supervisor/21st CCLC Program Director will serve as the primary operational contacts. They will hold a brief quarterly virtual or in-person check-in to review how the partnership is functioning, discuss general student and learning needs, identify areas Thomas Miller teachers are noticing that Bauer may be able to reinforce through after-school programming, and address any operational concerns. Additional communication or meetings may be scheduled when both parties agree they are needed.

Bauer may include the Engagement Specialist, local evaluator, or other relevant personnel in a quarterly discussion when appropriate. Thomas Miller teachers or additional school staff will not be expected to attend routine partnership meetings unless their participation is requested by LSC and mutually agreed as useful for a specific purpose.

TRANSPORTATION AND STUDENT TRANSITION

Bauer will be responsible for providing transportation from Thomas Miller Elementary School to the Bauer Community Center for participating students, subject to Bauer's current transportation plan, vehicle capacity, driver requirements, and safety procedures. LSC/Thomas Miller will coordinate with Bauer on dismissal and release procedures and will communicate changes that affect safe student transfer. Family pickup and any additional transportation support after programming will remain Bauer/family responsibilities unless otherwise agreed in writing.

FINANCIAL AND IN-KIND COMMITMENTS

This MOU does not require either party to transfer funds to the other. Any paid services, purchases, reimbursements, or transfers of grant funds must be authorized through a separate written agreement and the

applicable fiscal/procurement process before costs are incurred. Any in-kind contributions provided by LSC or Bauer may be documented annually for grant and sustainability purposes when appropriate.

TERM, REVIEW, AMENDMENT, AND TERMINATION

This MOU will become effective upon execution by both parties and, for grant-funded implementation obligations, upon Bauer's receipt of the Cohort 13 21st CCLC award. The intended project period is October 1, 2026 through September 30, 2029, subject to annual continuation approval, availability of federal funds, and satisfactory grant performance. The parties will review the MOU at least annually and may amend it at any time by mutual written agreement.

Either party may terminate this MOU upon sixty (60) days' written notice to the other party. The MOU may be suspended or terminated sooner, when necessary, because of loss or discontinuation of funding, legal or regulatory requirements, safety concerns, material noncompliance, or other circumstances that make continued performance impracticable. The parties will make reasonable efforts to minimize disruption to participating students and families.

INSURANCE AND RISK MANAGEMENT

During the term of this MOU, Bauer will maintain general liability and other insurance coverage required by law and Bauer policy. Consistent with the EUNA/IDOE MOU template, the parties will confirm before execution whether LSC requires Bauer to maintain liability coverage of not less than \$1,000,000, provide a certificate of insurance, and/or name LSC and its officers, agents, and employees as additional insureds. Any such requirement will be documented in the final executed MOU or an incorporated insurance exhibit.

LSC will maintain the insurance or self-insurance applicable to its own operations and personnel. Each party will be responsible, to the extent permitted by applicable law, for claims arising from the acts or omissions of its own officers, employees, agents, or volunteers. Any broader indemnification, defense, or hold-harmless obligation requested by either party will be subject to review and written approval by the parties authorized to approve such terms before execution.

BACKGROUND CHECKS, FINGERPRINTING, AND SCHOOL ACCESS

Bauer will ensure that employees, volunteers, interns, and other individuals who have direct contact with participating youth complete all background checks, screenings, and clearances required by applicable law, Bauer policy, and 21st CCLC requirements before unsupervised youth contact occurs.

Upon request and as permitted by law, Bauer will certify to LSC that Bauer personnel who will have contact with Thomas Miller students through the program have completed applicable Bauer-required clearances. If LSC requires an additional district background check, fingerprinting, visitor clearance, or list of cleared personnel for Bauer staff or volunteers who access LSC property, the parties will coordinate that process before the applicable school access occurs. LSC retains authority over access to LSC property and school facilities.

WRITTEN NOTICE

Formal notices required under this MOU will be provided in writing to each party's authorized representative or designated primary contact using the official business address or electronic-mail address maintained by that organization. Either party will promptly notify the other of a change in its designated contact for formal notice.

GENERAL UNDERSTANDINGS

- Each party remains an independent organization and is responsible for its own employees, policies, supervision, insurance, taxes, and legal obligations unless a separate written agreement states otherwise.

Nothing in this MOU is intended to supplant work assigned to an LSC bargaining-unit member or to alter, supersede, or interfere with an existing labor agreement. Each party remains responsible for the compensation, payroll taxes, benefits, workers compensation coverage, supervision, and employment obligations of its own personnel.

- Nothing in this MOU creates an employment relationship, joint venture, or agency relationship between the parties.
- This MOU is intended to document the operational partnership supporting Bauer's 21st CCLC application and award. If another written agreement addresses a specific subject such as data sharing, paid services, facilities, or transportation, that agreement will govern the subject within its scope.
- The parties will work in good faith to resolve implementation issues through their designated contacts and leadership before considering termination.

AUTHORIZED SIGNATURES

Upon final approval and execution, the parties acknowledge the commitments described in this MOU and their intent to collaborate in support of Bauer Family Resources' 21st CCLC Cohort 13 program serving Thomas Miller Elementary students.

BAUER FAMILY RESOURCES, INC.	LAFAYETTE SCHOOL CORPORATION
Authorized Representative: _____	Authorized Representative: _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____