

MEMORANDUM OF UNDERSTANDING BETWEEN WEST ADA SCHOOL DISTRICT AND APPROVED CHARTER SCHOOL

Meridian Technical Charter High School (hereinafter "Charter") is a charter school authorized by Joint School District No. 2 d/b/a West Ada School District (hereinafter "District") to add additional educational opportunities for students within the community, referred to individually as Party or collectively as Parties.

The purpose of this Memorandum of Understanding ("MOU" or "Agreement") is to establish a framework for collaboration between the Parties as well as to outline the responsibilities of each Party in the areas specifically detailed herein. Any additional services to be provided shall be addressed and included in an amendment/addendum to this MOU, duly agreed upon and signed by each of the Parties.

This MOU is separate and apart from the Charter documents and Performance Certificate agreed to between the Parties.

A. Parties

The Parties to this MOU and the Notice and communication to each respective Party shall be directed as follows:

Joint School District No. 2 a/k/a West Ada School District
c/o David L. Roberts
1303 E. Central Drive
Meridian, ID 83642

Meridian Technical Charter High School
c/o _____
3800 N. Locust Grove
Meridian, ID 83646

Any change to the Notice information, including change of identified recipient of Notice shall be provided to the other Party within thirty (30) calendar days.

It is understood that both the District and the Charter are independent and separate legal entities. Charter employees are not employees of the District under the terms of the Charter, Performance Certificate, or this MOU. Such Charter employees are not entitled to any of the compensation or benefits afforded to District employees.

As a separate and independent legal entity, the Charter is solely responsible for any Federal or State tax liabilities that may result from payment for work accomplished by the District.

B. Term/Renewal

1. Term.

This MOU shall commence on 7/1/2024 and continue until the expiration date of the Charter's current approved Charter, unless otherwise terminated by either the District or the Charter.

2. **Termination.**

Either Party to this MOU may seek to terminate this MOU, with or without cause, with ninety (90) calendar days written notice to the other Party.

Regardless of any other termination provision of this Agreement, should the Charter's status as a Charter for the District be revoked or transferred to any third-party chartering entity, this Agreement shall also terminate as of the date of revocation and/or transfer.

Upon mutual agreement between the Parties, the Parties may agree to a partial termination of the services provided for in this MOU. If such partial termination of this MOU has been reached, it shall be reduced to writing, signed by both Parties, as an addendum to this MOU.

3. **Renewal.**

At the time of Charter Renewal, the District and Charter may enter negotiations for the continuation of this MOU or amendment to and/or entry into a new MOU to address services that the District may provide to the Charter during the next period of Charter approval.

C. **Services/Resources**

1. **Transportation Services.**

- The District obtains transportation services through a contract with a third-party vendor.
- The District agrees to provide transportation services to Charter, through its third-party vendor, where practicable. It is understood that the District's schools shall be the third-party vendor's first priority regarding transportation.
 - If transportation is deemed practicable, the District, in cooperation with the Charter, will provide routing services. Cooperation between the Parties will include access for Charter to the District's routing software.
- The Charter agrees to request transportation services only on those days in which the District provides transportation services to its enrolled students.
- Should the Charter need transportation services on days the District does not provide transportation or for field trips or activity trips, the Charter shall arrange to obtain and pay for services directly with the District's third-party transportation provider. Charter agrees to abide by all District policies and procedures regarding transportation, including as outlined in the District contract with its transportation contractor.

2. **Food Services.**

- The District's Food Services personnel are employees of the District.
 - The Food Services program is managed and administered by the District.
- The District agrees to provide Food Services to the Charter when practicable.

- Food Services will be provided by the District to the Charter only on days that the District provides Food Services to its enrolled students.
- Should the Charter require Food Services on days for which the District does not provide Food Services to its students, the Charter will first inquire of the District whether it can provide such services.
 - If the District can provide Food Services on such days, additional fees will be required to cover the associated costs to the District.
- If the District cannot provide Food Services on such days, the Charter will communicate with the District regarding the purchase of allowable outside food services. The District will receive all local, state, and federal funding associated with providing Food Services.
 - At no time while the District is providing Food Services to the Charter will the Charter be allowed to accept funding associated with providing Food Services.

3. **Payroll Support.**

The District agrees to provide payroll services for the Charter. The performance of Payroll Support Services, outlined below, is not a comprehensive list of all services, and may include other similar services. Any changes in duties shall be discussed and agreed upon by the Charter Administration and District Supervisor. Changes to the Payroll Support Services shall be documented in an Addendum to this Agreement.

The Charter agrees to follow the District's policies and procedures regarding Payroll except where noted in the Charter's Board Policies, the Charter, or Performance Certificate. If Charter Board Policies, Charter, or Performance Certificate dictate Payroll policies and procedures different from that of the District, such must be disclosed to the District upon entry into this MOU and within thirty (30) days of the adoption of any new applicable Charter Board Policy.

Payroll Support Services include, but are not limited to:

- All Payroll Files will be kept at the District including payroll documentation during each calendar year. Once all Federal and State reporting is completed, these files will be delivered to the Charter.
- All Personnel Files, Applications, Contract, Evaluations and Transcripts will be kept at the Charter.
- The District designated employee, in the accounting support role will provide *monthly substitute reports* and *monthly payroll prelist reports* through the accounting support role identified in subsection 8, below.
- The District commits to having staff available to answer payroll-related questions and concerns from the Charter should the need arise.
- Complete all necessary activities associated with background fingerprint checks for Charter employees.

- Payroll Support will include entering all payroll and personnel changes and corrections, the disbursement of payroll, the filing of all tax reports, and the retention of W2 records.

4. **Human Resources Support.**

The District agrees to provide Human Resources Support Services for the Charter. The performance of Human Resources Support Services, outlined below, is not a comprehensive list of all services, and may include other similar services. Any changes in Human Resources Support Services shall be discussed and agreed upon between the District's Chief of Human Resources and Charter Administration. Changes to Human Resources Support Services shall be documented in an Addendum to this Agreement.

The Charter agrees to follow District policies and procedures regarding Human Resources except where noted in the Charter's Board Policies, Charter, or Performance Certificate. If Charter Board Policies, Charter, or Performance Certificate dictate Human Resources policies and procedures different from that of the District, such must be disclosed to the District upon entry into this MOU and within thirty (30) days of the adoption of any new applicable Charter Board Policy.

Human Resources Support Services include, but are not limited to:

- Job openings will be posted on the District's application portal. The Charter Administration will utilize the District's provided job announcement template.
- All Charter applicants are required to comply with and complete application materials in the same manner as District employees.
- The Charter will not have access to District personnel files.
 - The Charter may see provisions of such personnel file(s), as in any other employment application consistent with section 33-1210, Idaho Code, or any other applicable law.
- The Charter will maintain files of transcripts on applicants and employees.
- The District commits to having staff available to answer human resources-related questions and concerns from the Charter should the need arise.
- The District commits to provide compliance related Human Resources support, including but not limited to Title 9 investigations, employee grievances, etc.
- The District provided Software/Licenses to access benefit/HR/payroll services.
- The District will provide access to the District's substitute platform at the Charters School's request, costs associated with such access will be negotiated at the time of requests.

5. **District Benefit Plan's and Policies**

Charter personnel shall have access to the District's benefits plan. In the event the Charter chooses to implement a benefits plan different from the District, the Charter shall be responsible for procurement of such plan as well as all necessary paperwork, membership activities and documentation associated with this benefits plan.

Regardless of whether the Charter uses and follows the District's benefits program or obtains a plan different from the District, the Charter shall be responsible for all costs associated with such plan.

6. **District Maintenance/Custodial Support.**

The District agrees to provide personnel who will perform all Custodial and Maintenance Support Services for the Charter. Personnel shall perform Custodial services and duties that are that are a direct service to the Charter, as outlined below. The listing of identified Custodial and Maintenance Support Services is not comprehensive and such personnel may perform other such related duties as assigned by the Charter principal. Any changes in Custodial and Maintenance Support Services shall be discussed and agreed upon between the District's Chief Operations Officer and Charter Administration. Changes to the Custodial and Maintenance Support Services shall be documented in an Addendum to this Agreement.

While the District employs such individual(s), the Charter is expressly responsible for the oversight and supervision of the work under this MOU, including the actions, accuracy and completeness of assignments performed by such individuals. The District employs these individuals and accepts responsibility and/or liability as it would any District employee.

Custodial and Maintenance Support Services include, but are not limited to:

- Cleaning of facility.
- Performance of minor maintenance identified by the Charter.
- Mow Grass / Maintain building landscaping including snow removal.
- Ability to order Supplies and consumables through the District.

7. **District Accounting Support.**

The District agrees to provide personnel, in consultation with the District and Charter, to perform Accounting Support Services for the Charter. This individual(s) shall perform Accounting Support Services and duties as outlined below. The performance of such services is not a comprehensive list of all the employees' responsibilities, and such responsibilities may include other similar duties assigned by the Charter administration. Any changes in duties assigned by the Charter Administrator will be discussed with the District CFO. Any changes in Accounting Support Services shall be discussed and agreed upon between the District's CFO

and Charter Administration. Changes to the Accounting Support Services shall be documented in an Addendum to this Agreement.

The Charter agrees to follow the District's policies and procedures regarding accounting. In the event District and Charter policies, Charter or the Performance Certificate are not similar, Charter agrees to inform District of said differences and District and Charter will consult on any concerns with the differences identified and agreed to in writing. If Charter Board Policies, Charter or the Performance Certificate dictate accounting policies and procedures different from that of the District, such must be disclosed to the District upon entry into this MOU and within thirty (30) days of the adoption of any new applicable Charter Board Policy.

While the District employs such individual(s), the Charter is expressly responsible for the oversight and supervision of the work under this MOU, including the actions, accuracy and completeness of assignments performed by such individuals. The District shall bear no responsibility or liability for the employee's actions or inactions in this regard.

Accounting Support Services include, but are not limited to:

- Process Checks
- Deposit and Record Funds
- Prepare Reimbursement and Billing
- Process Credit Card Bills and Receipts
- Complete Journal Entries
- Reconcile Accounts and Monthly Bank Statements
- Prepare Monthly Financial Statements
- Enter Budget as Defined by Principal and Board of Trustees
- Amend Budget as Requested by Principal
- Approve Budget Adjustments
- Create Additional Funds and Objects as Needed
- Oversee and Prepare for the Audit
- Prepare Yearly Reporting which may include things such as IFARMS and Career Technical Education reports.
- Fixed Asset, Lease, and SBITA Accounting
- Provide Training or Assistance to Charter Personnel on New Systems and Reports
- Maintain Associated Student Body (ASB) Funds, Which Includes, but is not limited to:
 - Record Transactions.
 - Reconcile Accounts
 - Prepare Monthly and as Requested Reports on Accounts
 - Prepare and File ID State Sales Tax Report
 - Process Credit Card Bills and Receipts
 - Deposit Funds
- Assist Principal in Developing Financial Procedures for New and Current Policies
- Attend Board Meetings and School Functions, as Needed.

8. **Student Information System (SIS) (MMACHS only).**

If requested by the Charter, the District will provide a license to the District approved SIS along with SIS Support.

- In such circumstances, the Charter will be billed by the District for services provided associated with requesting access to PowerSchool.

9. **Facilities.**

The District leases to the Charter real and personal property for use by the Charter for the provision of educational services to its students. This rental relationship is controlled by the Lease between the Parties and appended hereto as Addendum A.

Pursuant to the terms of this Agreement, the District agrees to let the Charter utilize District property to hold graduation ceremonies. Such shall not include the standard rental fee for use of the property but will include costs and fees associated with personnel time and operations of equipment necessary for the graduation activity. Such shall be scheduled with the District at a time that does not conflict with any other District activity.

D. Records and Reports

The District will keep all records and reports relating to the services it provides to the Charter. These records and reports shall be, to the extent practicable, maintained separately from the District's records.

The District will generate reasonable and required reports for the Charter as needed.

- All costs associated with the generation of any report that requires special programming or additional services beyond the simple ministerial task of generating a report will be paid by the Charter.
- The District will separately invoice the Charter for such services and where practical, will provide the Charter with advance notice of such costs.

E. Communications

1. **Monthly Operational Communications.**

The Parties to this MOU may engage in monthly meetings to address the operations and services provided pursuant to this MOU. This monthly meeting may be set at a pre-arranged date each month or at a time mutually convenient to the Parties.

- In no instance shall the Parties to this MOU go three (3) consecutive months without conferring as to the status of the services and matters under this MOU.

To the extent addressed in the Charter, Performance Certificate and/or MOU the District and Charter will work cooperatively to achieve what is in the best interest of District and Charter students.

2. Annual Report to Board

The Charter shall prepare an annual report for the Board consistent with the Charter's Performance Certificate. Additionally, the Charter will be invited to present to the District's Board regarding the Charter's activities.

3. Dispute Resolution

Should any Party to this MOU take issue with any matter associated with the services or operations addressed under this MOU or believe that the responsibilities of the other Party are not being performed to expected standards, the Party shall provide written Notice to the other, through the Notice and contact information provided above. Such Notice shall be provided in writing, detailing the date(s), nature, and details of the Complaint, including whatever provisions of this MOU are believed to not be properly performed.

- Upon issuance and delivery of this written Notice, a meeting shall be scheduled between the Parties within fifteen (15) business days for the Parties to discuss such concerns. An exception to the period of fifteen (15) business days shall exist solely during Winter Break, which shall not count days of break for either Party in the computation for fifteen (15) business days.
- This meeting shall be held in person at a location mutually agreed upon between the Parties.
- If agreed upon between the Parties, a neutral third party may be present to facilitate such meeting.

If the Parties are unable to reach resolution regarding the concern or complaint, one or both Parties may exercise the termination clause contained in section, B.2, above or the Parties may otherwise agree to a different Termination Date.

F. Compensation/Billing

1. Actual Cost Services.

For the services provided from the District to the Charter, identified above, the District shall bill the Charter the following actual costs:

- a. The cost of all Food Services costs associated with the provision of food services provided by the District to the Charter not reimbursed as part of the School Nutrition Program.
- b. The cost of snow removal from the school's parking lot.
- c. The cost of District Maintenance / Custodial Support Services.
- d. The cost of District Accounting Support Services (Assistant Controller and Business Manager).
- e. The cost of Special Education services consulting and District Special Education software.
- f. Multi Language funding and Safe and Drug Free Schools funding from the State of Idaho will be paid to the District on an annual basis.

- g. The cost of Technology Support Personnel provided to MMACHS
- h. Technology Services are billed based on actual services provided to the Charter. The items to be billed include but are not limited to: PowerSchool software, Class Choice software, Rapid Identity, Internet access, WAN connectivity, Content filter, Microsoft licenses, KnowB4, E-Rate Support.
- i. The Charter will have access to utilize Facilitron for the rental of their facilities. The Charter will pay a portion of the rental fees received to the District as follows:
 - i. 20% of the facility rental amount.
 - ii. 100% of the custodial rental amount if the custodial services are not provided by the Charter's custodian or 0% of the custodial rental amount if the custodial services are provided by the charter custodian.
 - iii. 0% of the equipment rental amount.
- j. The Charter is responsible for procurement and payment of additional Transportation and Food Services fees detailed in Sections C.1 and C.2, above.

It is understood and agreed that employees that are employed by the District are covered under the Self-Funded Workers Compensation plan that is operated by the District. In any instance where an employee is injured while performing duties directly related to the Charter's operations, the Charter's Workers Compensation Insurance will be responsible for the workers compensation cost of this injury.

2. Flat Rate Services.

For the flat costs of services from the District to the Charter, identified above, the District shall bill to the Charter the following flat costs and will increase at the change in the base compensation rate for classified staff as outline in salary-based apportionment:

- a. HR, Payroll and Accounting
 - i. Payroll and Benefits: Including issuance of checks, quarterly payroll reports, remittances to taxing agencies, fielding questions from employees and administration, annual W2 statements, filing all quarterly and annual statements with federal and state agencies, entering/term employees, fielding benefits questions from employees and administration, processing benefit payments, general maintenance of HR records, negotiating benefits and the software to support these functions.
 - 1. Cost per employee per month \$ \$27.00, broken out as follows:
 - a. Payroll, including all government filings: \$6.00
 - b. Benefits Administration: \$5.00
 - c. HR Essentials: \$8.00
 - d. Advisory Services \$8.00
 - 2. Cost per student per year for ERP Annual Licensing
 - a. Per Student Cost \$8.00
- b. Custodial Supplies and Consumables – billed monthly based upon an annual flat rate of fourteen dollars (\$14.00) per student.

- c. Transportation, Routing Service Costs and Associated Software, including badging related expenses – billed monthly based upon an annual rate of twenty-five (\$25.00) per student.

All aforementioned costs and the District's compensation for provision of the above services shall be paid out of the Charter's operating budget as determined by the district and charter.

Per pupil costs will use mid-term enrollment calculation for per pupil from ISEE.

The District will invoice the Charter for the above costs on a monthly basis, with payment due and owing to the District within thirty (30) days of receipt of such invoice.

3. **Lease for Real and Personal Property.**

- a. Costs and Fees associated with the Lease for Real and Personal Property outlined in Addendum A.

G. Equal Opportunity

Both parties to this Agreement are equal opportunity employers. The Parties do not and will not discriminate on the bases of race, color, ancestry, national origin, religion, sex, age, handicap, or any other state of Idaho or federally recognized protected classification, in its employment practices, personnel policies, operation or delivery of its services.

Persons and organizations/entities seeking to do business with the Charter shall abide by and be bound by this policy of non-discrimination.

H. Authorizer Fee

In addition to any costs and billings addressed above, the District is also eligible to charge the Charter an Authorizer Fee as provided for in Title 33, Chapter 52, Idaho Code, or any other such similar provision as such may change from time to time.

Pursuant to Section 33-5208(9), Idaho Code, as amended in 2024, each public charter school shall pay a fee to its authorizer not to initially exceed twenty thousand dollars (\$20,000), or, in the case of existing charter schools, up to a five-percent (5%) increase of the previous year's fee. Authorizers shall annually set the authorizer's fee and in doing so shall document the fees to actual expenditures associated with authorizing.

The authorizer fee for the term of this agreement shall be two thousand five hundred dollars (\$2,500.00) per year.

I. Insurance

To aid in the flow of operations and consistent with the Lease for Real and Personal Property, the District requires the Charter to obtain and maintain the same insurance policies, through the same broker and insurance provider as the district. Should the Charter wish to change insurance brokers and/or insurance policies, the Charter shall notify the District no less than sixty (60) days prior to the need to renew insurance at which time a discussion can occur between the parties as

to this provision of the MOU and if the District, after hearing the rationale for such a request, is willing to consider a possible release of this requirement.

J. Auditors

To aid in the flow of operations, Accounting Support Services and Human Resources Services, as well as the District's statutory oversight obligations, as well as the agreement provisions which provide that the Charter is utilizing software and processes of the District, the District requires the Charter to obtain and use the same auditors as the District. Should the Charter wish to change its auditor, the Charter shall notify the District no less than sixty (60) days prior to the need to renew the auditor contractual relationship, at which time a discussion can occur between the parties as to this provision of the MOU and if the District, after hearing the rationale for such a request, is willing to consider a possible release of this requirement. Failure to utilize the same auditor as the District may result in additional costs and fees owing from the Charter to the District. If such a situation were to occur, these additional fees will be addressed during the discussion of the Parties regarding possible changes in auditing providers.

K. Change in Law

The Parties to this MOU understand and acknowledge that Federal and/or State laws, regulations, or rules may be amended from time to time, with no control of such amendments by either Party to this MOU. The Parties understand and agree that if a Federal and/or State law, regulation, or rule is amended that impacts upon any provision of this MOU, the provision of this MOU impacted by such will be null and void and the Parties will enter negotiations for a successor term on such subject matter within a period of no greater than thirty (30) calendar days.

L. Indemnity and Hold Harmless

Unless otherwise stated in this Agreement, neither party shall be liable for the negligence or otherwise wrongful acts of the other and shall only be responsible for the negligent acts of its employees and agents, unless otherwise detailed elsewhere in this Agreement.

M. Closing Considerations

1. Third Parties

This MOU is an MOU between the two parties and does not confer any rights or benefits upon any third party, entity or individual.

2. Allocated Appropriation

It is understood and agreed that both Parties to this MOU are governmental entities, and this MOU shall in no way or manner be construed to bind either Party beyond the term of any particular appropriation of funds by the Legislature of the state of Idaho as may exist from time to time.

Each Party reserves the right to terminate this MOU if, in its judgment, the legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for either Party to continue payments pursuant to this MOU. All future rights and liabilities of the Parties shall thereupon cease within thirty (30) days after the notice to the other Party.

3. **Amendment/Waiver.** This MOU cannot be amended, modified, or revised unless done in writing and signed by all Parties to the MOU. No provisions may be waived except in writing, signed by all Parties to the MOU. The failure by a party to enforce this MOU; or to enforce any provision of this MOU; or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.
4. **Bind and Benefit.** The terms and conditions of this MOU will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors, and assigns.
5. **Entire MOU.** This MOU constitutes the entire MOU of the parties hereto and will supersede all prior offers, negotiations, and MOUs with respect to the subject matter of this MOU.
6. **Choice of Law.** This MOU will be governed by and construed under the laws of the state of Idaho and the parties hereto consent to the jurisdiction of the state courts of Ada County in the state of Idaho, in the event of any dispute with respect to this MOU.
7. **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this MOU, except as otherwise stated in the MOU or as the same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) Exhibits are an integral part of this MOU and are incorporated by reference into this MOU; (v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; and (vii) the singular use of words includes the plural, where appropriate.
8. **Ambiguity.** To the extent there is any issue with respect to any alleged, perceived, or actual ambiguity in this MOU, the ambiguity shall not be resolved based on who drafted the MOU.
9. **Governmental Entity/Public Record.** Pursuant to Idaho Code 74-201, et. seq., the District is a governmental entity that must comply with the Idaho Public Writings Act and information or documents received to/from the Charter may be open to public inspection and copying unless specifically exempt from disclosure by state or federal law.
10. **Electronic Signature.** The Parties agree that this MOU may be signed by either party by electronic signature and that signature shall be fully binding.

11. **Severability.** If any provision of this MOU is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this MOU are not affected or impaired in any way if the overall purpose of the MOU is not rendered impossible and/or the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this MOU impossible or materially impairs the original purpose, intent or consideration of this MOU, and the parties are, despite the good faith efforts of each, unable to amend this MOU to retain the original purpose, intent, and consideration in compliance with that court or agency determination, either party may terminate this MOU upon sixty (60) days' prior written notice to the other party.
12. **Counterparts.** This MOU may be executed in two (2) or more counterparts, all of which shall be considered on and the same MOU and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.
13. **Attorney Fees.** In the event of any litigation between the parties concerning this MOU, the unsuccessful party in such litigation shall fully reimburse the prevailing party for all reasonable costs and expenses, including reasonable attorney's fees, incurred in such litigation.
14. **Consents.** Each party hereby represents and warrants to the other that this MOU has been duly authorized, executed, and delivered by it, and that no consent or approval is required by any other person or entity in connection with the execution or performance of this MOU.
15. **Assignment/Delegation.** Neither party to this MOU may assign its rights or delegate its duties, in whole or in part, without the prior written consent of the other.
16. **Force Majeure.** Neither party shall be liable or deemed to be in default for any Force Majeure delay in delivery or performance occasioned by unforeseen causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, quarantines, restrictions, strikes, freight embargoes, or unusually severe weather, war or escalation of hostilities, provided that in all cases the Party shall provide Notice to the other promptly in writing of any cause for delay and the notified Party concur that the delay was beyond the control and without the fault or negligence of the Party. The period of performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Charter's finances shall not be a Force Majeure.
17. **No Personal Liability.** Charter specifically understands and agrees that in no event shall any official, officer, employee, or agent of the District be personally liable for or responsible for

any representation, statement, covenant, warranty, or obligation contained in or made in connection with this MOU, express or implied.

18. **Audit.** Each Party shall maintain a complete file of all records, documents, communications and other written materials which pertain to the delivery of goods and services under this MOU and shall maintain such records for a period of not less than [six (6) years following the termination of this MOU or final payment, whichever is later, or for such further period as may be necessary to resolve any matters that may be pending.

Each Party shall permit the other or the state/federal government as may be applicable under the subject matter of this MOU, to audit, inspect, examine, excerpt, copy or transcribe records during the term of this MOU applicable records for a period of six (6) years following termination of this MOU or final payment, whichever is later, to assure compliance with this MOU or to evaluate performance under this MOU.

19. State Mandated Certifications

- a. Pursuant to Idaho Code Section 67-2346, Provider certifies that it is not currently engaged in and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control.
- b. Pursuant to Idaho Code Section 67-2359, Provider certifies that it is not currently owned or operated by the government of China/People's Republic of China and will not, for the duration of this Contract, be owned or operated by the government of China/People's Republic of China.
- c. Pursuant to Idaho Code Section 18-8703-18-8711, Provider certifies that it is not currently an abortion provider and will not, for the duration of this Contract, provide abortions or be an affiliate of an abortion provider.
- d. Pursuant to Idaho Code Section 67-2347A, Provider certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, any boycott of any individual or company because the individual or company: engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil-fuel based energy, timber, minerals, hydroelectric power, nuclear energy or agriculture or engages in or supports the manufacture, distribution, sale or use of firearms.
- e. The terms in this section shall be defined as stated in the applicable provisions of Idaho Code.

JOINT SCHOOL DISTRICT NO. 2

Board Chairman

Superintendent

4/28/25

Date

4/28/25

Date

MERIDIAN TECHNICAL CHARTER HIGH SCHOOL

Board Chairman

Executive Director

5-19-25

Date

5/19/25

Date