

## Memorandum of Understanding (MOU)

Between

Meridian Technical Charter High School  
3800 Locust Grove  
Meridian, Idaho 83646

And

West Ada School District  
On behalf of: Galileo STEM Academy  
4735 W. Saguaro Dr.  
Eagle, Idaho 83616

### **Purpose:**

To establish a mutual agreement between West Ada School District on behalf of **Meridian Technical Charter High School (MTCHS)** and **Galileo STEM Academy (Galileo)** to give preference in the MTCHS admission lottery processes to students transferring from Galileo to MTCHS.

### **Agreement Terms:**

#### **1. Objective:**

- a. To facilitate a smooth transition for students moving from Galileo to MTCHS by providing preferential treatment in the admission lotteries for MTCHS, as permitted by Section 33-5206(9)(a), Idaho Code.

#### **2. Eligibility for Preference:**

- a. Students currently enrolled in Galileo in the 8th grade who wish to transfer to MTCHS for enrollment the following school year.
- b. Students enrolled in Galileo for at least three (3) academic years but who have transferred before 8th grade to another West Ada School District school and wish to transfer from a West Ada School to MTCHS.
- c. MTCHS is responsible for verifying the current enrollment status of the transferring students.

#### **3. Application Process:**

- a. A parent(s) or legal guardian(s) must complete and submit the Admission Application for MTCHS by the MTCHS specified deadline.
- b. The Application must include official documentation from the current West Ada school confirming the student's enrollment status. (i.e., Verification of Compliance (VOC) form)

#### **4. Lottery Preference:**

- a. Verified applications for students transferring to MTCHS pursuant to this Agreement are given preference in the admission lottery process, as provided for by Idaho Code.

- b. Preference does not guarantee admission for any student but may increase the likelihood of selection of the student in the lottery process.

**5. Lottery Process:**

- a. MTCHS will conduct its lottery in a manner that ensures fairness and transparency.
- b. Students transferring to MTCHS pursuant to this Agreement will be grouped in a preference category within the lottery, consistent with the MTCHS overall lottery preference procedures.
- c. The lottery results will be communicated to parents or guardians according to MTCHS's standard communication protocol utilized for all students seeking enrollment.

**6. Notification and Enrollment:**

- a. Accepted students will receive information regarding the next steps for enrollment from MTCHS. Neither Galileo nor the West Ada School District shall have any responsibilities in this regard.
- b. Both schools agree to assist in the transition process to ensure minimal disruption to the student's education.

**7. Appeals Process:**

- a. Parents or guardians who believe their student was not fairly considered for the lottery preference may submit a written appeal to the admissions office of MTCHS within 10 business days of receiving the lottery results. This shall be consistent with the MTCHS appeals process for all student enrollments.

**8. Review and Revision:**

- a. This MOU will be reviewed annually by the administration of both schools to ensure its effectiveness and alignment with each school's mission and goals.
- b. This Agreement cannot be amended, modified, or revised unless done in writing and signed by all Parties to the Agreement. No provisions may be waived except in writing, signed by all Parties to the Agreement. The failure by a party to enforce this Agreement; or to enforce any provision of this Agreement; 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.

**9. Term and Termination:**

- a. This MOU is effective from the start date of the current authorized Charter and will remain in effect until the end of the currently approved Charter. This Agreement may thereafter be amended if/when successive Charter periods occur.
- b. Either party may terminate this agreement with a 30-day written notice to the other party.
- c. Should Galileo cease its status as a STEM Academy at any time during this Agreement, MTCHS has the right to terminate this Agreement with a 30-day written notice to Galileo.

**10. Third Party Beneficiaries:**

- a. This Agreement is made solely for the benefit of the parties hereto and shall not be construed to confer any rights or benefits upon any third party. Neither party intends to create any rights in favor of any third party, and no third party shall have any rights to enforce the terms of this agreement. Any attempts by third parties to claim rights under this agreement shall be null and void.

**11. Entire Agreement:**

- a. This Agreement constitutes the entire agreement of the parties hereto and will supersede all prior offers, negotiations, and agreements with respect to the subject matter of this Agreement.

**12. Choice of Law:**

- a. This Agreement 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 Agreement.
- b. 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 Agreement, except as otherwise stated in the Agreement 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 Agreement and are incorporated by reference into this Agreement; (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.
- c. Interpretation. To the extent there is any issue with respect to any alleged, perceived, or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement.

**13. Governmental Entity/Public Record:**

- a. Pursuant to Idaho Code 74-201, et. seq., each party is a governmental entity that must comply with the Idaho Public Writings Act and information or documents received to/from/between the Parties may be open to public inspection and copying unless specifically exempt from disclosure by state or federal law.

**14. Electronic Signature:**

- a. The Parties agree that this Agreement may be signed by either party by electronic signature and that signature shall be fully binding.

**15. Severability:**

- a. If any provision of this Agreement 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 Agreement are not affected or impaired in any way if the

overall purpose of the Agreement is not rendered impossible and/or the original purpose, intent or consideration is not materially impaired; and 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 Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent, and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

**16. Counterparts:**

- a. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same Agreement 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.

**17. Consents:**

- a. Each party hereby represents and warrants to the other that this Agreement 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 Agreement.

**18. No Personal Liability.**

- a. Each Party 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 Agreement, express or implied.

**19. Audit:**

- a. The Charter shall maintain a complete file of all records, documents, communications and other written materials which pertain to this Agreement and shall maintain such records for a period of not less than three (3) years following the termination of this Agreement or for such further period as may be necessary to resolve any matters that may be pending.
- b. The Charter shall permit the District to audit, inspect, examine, excerpt, copy or transcribe Charter's applicable records during the term of this Agreement and for a period of three (3) years following termination of this Agreement or final payment, whichever is later, to assure compliance with this Agreement or to evaluate Contractor's performance under this Agreement. The Charter shall also permit the District or its agents to monitor all activities conducted pursuant to this Agreement. As the monitoring agency may determine at its sole discretion, such monitoring may include internal

evaluation procedures, examination of data, special analyses, on-site checks or other reasonable procedures.

**20. Compliance with Law:**

- a. Each Party warrants that in the performance of this Agreement it has complied with and will comply with all applicable federal, state and local laws, ordinances, regulations, directives and guidelines.

Signatures:

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Craig Miller, Charter Administrator  
Meridian Technical Charter High School  
Date: \_\_\_\_\_

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Dave Roberts or Dave Reinhart  
West Ada School District  
On Behalf of Galileo STEM Academy  
Date: \_\_\_\_\_