



**Idaho State  
University**

**College of  
Education**

## **Paraprofessional to Certified Teaching (PaCT) Program MOU with School Districts**

This Agreement is by and between Idaho State University (“ISU”) and Kimberly School District #414, collectively the “Parties”.

### **Background**

ISU’s College of Education (“COE”) and select Idaho school districts intend to offer a fully online, asynchronous/synchronous degree program for paraprofessionals to earn a Bachelor's of Art (BA) in Elementary or Special Education with a recommendation for standard instructional certification. This effort is to meet the high demand for certified teachers in Idaho with these credentials. Candidates must continue in their paraprofessional placements to complete the program. Courses are offered year-round to accommodate part-time and full-time course loads.

### **Mutual Obligations**

- a.** Parties will collaborate to develop a sustainable cost-sharing model which will be agreed up prior to student enrollment in the program.

### **School District Commitment**

- a.** Pay ISU 20% of the cost of attendance for each PaCT candidate that was recommended by the school district within 90 days of agreed-upon invoicing. The Parties agree that this cost of attendance shall be assessed at the time of enrollment of each PaCT candidate regardless of whether the candidate successfully completes the course, withdraws, or drops from the course.
- b.** Agree to verify continued employment with the district to ISU upon request.

### **Idaho State University College of Education Commitment**

- a.** Support the remainder of the cost of attendance for each PaCT candidate recommended by the school district after the candidate's FASFA funds have been applied.
- b.** Invoice school districts yearly for candidate participation.
- c.** Agree to verify that the candidate is in good standing with scholarship requirements to the district upon request.

**Term.** This agreement will be in effect on the date of last signature below the “effective date” and will remain in effect for one year. The agreement can be renewed based on mutual written consent of the Parties. The written consent must be in the form of a separate Amendment, Addendum, or Renewal Agreement.

**Termination.** This Agreement may be terminated for the following reasons:



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- a. By mutual written consent of the parties.
- b. **Breach:** In the event of non-compliance or breach by one of the parties of the obligations binding upon it, the parties agree to attempt to resolve the matter through good faith negotiations between the parties. Should good faith negotiations fail, the non-breaching party may terminate the agreement. The non-breaching party must give written notice of the breach and the breaching party shall have 30 days to cure.

**Qualifications.** All recommended candidates must be qualified for enrollment in the university and in the program.

**Immunities and Protections.** The Parties shall retain all of their immunities and protections under the Idaho Tort Claims Act (I.C. Section 6-901 *et seq.*) regarding the terms of this Agreement and any claims brought against either Party.

**No Employment Relationship.** Parties agree that no employment relationship exists between the parties. No benefits provided by either party to its employees, including unemployment and worker's compensation insurance, will be provided to the other party or its employees.

**Compliance with Laws.** The Parties agree to comply with any and all applicable Federal and State laws.

**Amendment.** Any change to this arrangement requires a written amendment that each Party's authorized signatory must sign.

**Notice.** All notices relating to this Agreement shall be in writing and shall be deemed to have been delivered when delivered in person or by e-mail with electronic confirmation of delivery. All notices shall be delivered to the signatories below or the individual representatives appointed by ISU and the school district as outlined in this Agreement.

**Force Majeure.** Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control that make the contract impossible, impracticable, or frustrate the purpose of the contract, including but not limited to: acts or omissions of government or military authority; acts of God; government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; materials shortages; transportation delays; fires; floods; labor disturbances; riots; wars; terrorist acts; or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party uses its best efforts to remedy such failure or delays if reasonable to do so. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation is excused because of the condition.

**Governing Law.** The laws of the State of Idaho will govern this Agreement with venue in Bannock County.

**Mutual Liability.** Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law. Each party agrees to maintain reasonable coverage for such liabilities either through commercial insurance or a reasonable self-insurance mechanism, and the nature of such insurance coverage or self-insurance mechanism will be reasonably provided to the other party upon request.



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**College of Education**

**Assignment.** There will be no assignment or transfer of this Agreement, or of any interest in this Agreement, unless both parties agree in writing. No services required under this Agreement may be performed under subcontract unless both parties agree in writing.

**Severability.** If any part of this Agreement is held to be illegal, void, or in conflict with any Idaho law, the remainder of this Agreement remains operative and binding.

**Entire Agreement and Modification.** This Agreement represents the entire Agreement between the Parties and may not be altered, amended, or modified except in a writing signed by all Parties.

*To express the Parties' intent to be bound by the terms of this Agreement they have executed this document on the dates set forth below.*

DocuSigned by:  
*Jean McGivney-Burelle* 3/22/2024  
15E1BE1DA067444...

Jean McGivney-Burelle Date  
*Dean*  
*College of Education*  
*Idaho State University*

DocuSigned by:  
*Adam Bradford* 3/12/2024  
5582B28136174C0...

Adam Bradford Date  
*Interim Provost*  
*Idaho State University*

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Luke Schroeder Date  
*Superintendent*  
*Kimberly School District #414*