

MEMORANDUM OF AGREEMENT

LOCAL CONSORTIUM OF SOUTHERN IDAHO

THIS AGREEMENT, effective on the date set forth below, is hereby entered into by and between Bliss, Camas, Dietrich, Filer, Glenns Ferry, Gooding, Hagerman, Richfield and Shoshone School Districts (hereinafter referred to as the Consortium Members).

WHEREAS, the purpose of the Carl D. Perkins Career and Technical Education Act of 2006 (hereinafter referred to as the Act), is to provide funding to improve professional-technical education programs; AND

WHEREAS, the purpose of the Local Consortium of Southern Idaho (hereinafter referred to as the Consortium), is to establish a structure for the operation of joint projects under the Act to provide services to all Consortium Members;

NOW THEREFORE, the Consortium Members hereby agree to the following terms and conditions.

1. **Effective Date & Term of Agreement.** This agreement shall become effective on the first day of the state fiscal year commencing July 1, 2013, and shall terminate on the last day of said fiscal year 2019, unless sooner terminated for cause or due to fiscal restraints as set forth below.
2. **Designation of Consortium Administrator.** The Consortium hereby designates the Hagerman School District as the Consortium Administrator.

3. Responsibilities of Consortium Administrator. The Consortium Administrator shall assume the following responsibilities:
 - a. Be responsible for the day to day operation of the Consortium.
 - b. Submit the Plan and Annual Application for Perkins IV Funds to the State Division of Professional-Technical Education.
 - c. Provide information to the Governing Entity sufficient to ensure that all projects are operated in accordance with the applicable laws, rules and regulations.
4. Designation of Consortium Fiscal Agent. The Consortium hereby designates Hagerman School District as the Fiscal Agent for the Consortium.
5. Responsibilities of the Consortium Fiscal Agent. The Consortium Fiscal Agent shall assume the following responsibilities:
 - a. Be responsible for accounting duties related to personnel contracting, payroll processing, accounts payable or receivable processing, and general accounting functions.
 - b. Maintain an accounting system adequate to ensure that funds are expended in accordance with the approved applications.
 - c. Maintain documentation sufficient for audit purposes to support expenditures.
 - d. Maintain an equipment inventory system to include all equipment purchases made by the Consortium. Title of equipment purchased by the Consortium shall be vested in the Consortium Fiscal Agent.

6. Responsibilities of Consortium Members. Each Consortium Member shall assume the following responsibilities:
 - a. Designate one representative to serve on the Governing Entity.
 - b. Conduct a local evaluation of the professional-technical education system to include: (1) an evaluation of all professional-technical education students as specified in the performance measures; and (2) an evaluation of special population students enrolled in professional-technical education programs as specified in the performance measures.
 - b. Conduct projects in accordance with the approved Plan and Application.
7. Governing Entity. The Governing Entity shall be comprised of designated representatives from Consortium Members identified in this agreement, Administrator and the Fiscal Agent as designated in this agreement. The majority vote of the representatives of the Governing Entity shall decide all matters before it except where otherwise provided by this agreement. The Governing Entity shall develop by-laws or regulations to provide guidance on appropriate matters. The Governing Entity shall establish an Executive Committee for the purpose of making decisions for the Consortium to the extent such authority is delegated by the Governing Entity.
8. Powers and Duties of the Governing Entity/Executive Committee.
 - a. The Governing Entity/Executive Committee shall formulate the planning, implementation and evaluation of the special projects developed by the Consortium including setting goals and objectives.
 - b. The Governing Entity shall ensure that all projects are operated in accordance with the Statement of Assurances, the Act General Education Provisions Act (GEPA), OCR Guidelines, Education Department General Administrative Regulations (EDGAR), OMS Circular A-102, General Education Provisions Act

- Enforcement Regulations, OMB Circular A-87, Circular A-128, The State Plan for Professional-Technical Education, and the Governing Rules and Policies of the State Board for Professional-Technical Education.
- c. The Executive Committee shall provide guidance and direction for the day to day operation of the Consortium to the Administrator designated in this agreement.
 - d. The Executive Committee shall provide guidance and direction for the financial responsibilities of the Consortium to the Fiscal Agent designated in this agreement.
 - e. The Governing Entity/Executive Committee shall prepare the Plan and Annual Application for Perkins IV Funds for submission by the Administrator to the State Division of Professional-Technical Education.
9. Admission of Districts. Whenever a nonparticipating school district wishes to become a participating member of the Consortium, it shall submit to the Governing Entity a formal request based on approved guidelines and procedures established by the Governing Entity. Approval by the majority vote of the Governing Entity shall be required prior to the admission of a new district. Admission of a new district will become effective the first day of the fiscal year.
10. Withdrawal Procedures. In the event that a Consortium Member desires to withdraw from the Consortium, such member shall give notice in writing to the Governing Entity no later than April 1. The withdrawal shall become effective the 30th day of June.
11. Dissolution Procedures. This agreement shall be null and void if the Governing Entity deems it not feasible to operate a consortium. In the event of dissolution, equipment purchased by the Consortium shall be disposed of in accordance with this agreement.
12. Equipment Disposition. In the event that membership of the Consortium changes or if the Consortium is dissolved, equipment will be disposed by the State Division of

Professional-Technical Education as follows:

- a. Dissolution. If the Consortium is dissolved, equipment purchased for federal projects will revert to the State Division of Professional-Technical Education (DPTE). The DPTE will transfer the equipment to other appropriate federal projects based on need.
- b. Withdrawal. If a Consortium Member withdraws from the Consortium, the disposition of equipment purchased for federal projects will be determined by the DPTE. The DPTE may authorize the Consortium Member to retain the equipment if the projects are maintained.
- c. Partial Dissolution. The disposition of equipment that is used for shared activities in a consortium that is partially dissolved will be determined by the State Division of Professional-Technical Education. Priority will be given to Consortium Members that remain in the consortium if the equipment can be used for the purpose intended.
- d. Federal equipment purchased with funds under the Act shall be transferred from individual districts that become ineligible for federal funds or do not apply for federal funds.

13. Definitions.

- a. "Governing Entity" means the body representing the school districts participating in the Consortium which is designated to govern the Consortium and to set goals and objectives, evaluate, promote and otherwise oversee the operation of the Consortium. The governing entity shall establish an "executive committee" for the purpose of making decisions for the Consortium to the extent such authority is delegated by the governing entity. In cases where a school district is serving as the fiscal agent in the Consortium, that district may not also be solely

designated as the "executive committee" for purposes of this agreement.

The "executive committee" shall be comprised of members from more than one district.

14. Entire Agreement. This agreement represents the entire agreement and understanding of the parties. No amendment, addendum or modification of this agreement is valid unless it is set forth in writing and signed by the parties hereto.

CONSORTIUM SIGNATURE PAGE – FY2016-FY2019

Consortium Members:

Bliss Joint School District #234
School District Name

Authorized Official

Date

Camas County School District #121
School District Name

Authorized Official

Date

Dietrich School District #314
School District Name

Authorized Official

Date

Glenns Ferry School District #192
School District Name

Authorized Official

Date

Filer School District #413
School District Name

Authorized Official

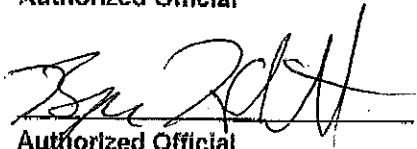
Date

Gooding School District #231
School District Name

Authorized Official

Date

Hagerman School District #233
School District Name


Authorized Official

9/16/15
Date

Richfield School District #316
School District Name

Authorized Official

Date

Shoshone School District #312
School District Name

Authorized Official

Date