

Appendix B: Sample Consortium MOU

Memorandum of Understanding Consortium Name PY: 2006-2007

In accordance with the provisions of Section 132(a)(3) of the Carl D. Perkins Vocational and Technical Education Act of 1998, this Memorandum of Understanding details the operational procedures of the *CONSORTIUM NAME* for *PROGRAM YEAR*.

Governing Board

All decisions regarding the uses of funds, either consortium-wide or on individual members' campuses, and/or the operations of the consortium as a whole not otherwise prescribed in this Memorandum of Understanding will be made by consensus of a Governing Board representing each member campus. Governing Board representatives for this consortium are NAME OF PERSON AND NAME OF INSTITUTION FOR EACH MEMBER INSTITUTION.

The Governing Board shall convene as often as necessary and by means of its choosing to conduct Consortium business.

Legal Oversight Responsibilities

The responsibilities of legal oversight of activities on all member campuses funded by and conducted under the provisions of the Carl D. Perkins Act and this Memorandum of Understanding, and the use of and accounting for Perkins funds by the fiscal agent shall remain the purview of the Arkansas Department of Higher Education.

Consortium Funding

The total of the amount of Perkins funds for which all member institutions qualified shall comprise the Consortium's allocation. All funds shall reside with the fiscal agent and the fiscal agent shall make no grant allocations to member institutions. Member institutions shall not retain nor administer an ongoing Perkins account. Funding is distributed within the consortium based upon common consortium identified needs and not according to Pell count.

Member Services

In accordance with the Section 132(a)(3) of the Act as noted above, all member institutions shall receive services from the Consortium in accordance with demonstrated need. Services shall be provided on a consortium-wide basis. This has been interpreted as meaning that the same Core Indicators as determined by data and chosen by consensus of the Governing Council will be addressed consortium-wide at all member institutions' campuses. Insert what common areas are for the length of this MOU. The specific activities funded by the Consortium on member campuses, however, may vary as needs on individual campuses indicate, provided these activities have merit toward improvement of the member institution's performance on the Core Indicator(s) that were adopted consortium-wide. Under Perkins IV, additional guidance will be provided that addresses the mutually beneficial element of the law.

Consortium Fiscal Agent

The fiscal agent for the consortium will be NAME OF FISCAL AGENT INSTITUTION. It shall be the fiscal agent's responsibility to establish policies for the procurement of goods and services, to handle and account for all Consortium funds, and pay all bills for costs of activities or services provided by the Consortium on members' campuses. In addition, the fiscal agent will be responsible for preparing and submitting the Consortium's annual grant application, and for submitting to ADHE all required forms and

