# Memorandum of Understanding

**Consortium Name**

**PY: 20XX-20XX**

In accordance with the provisions of Section 132(a)(3) of the Strengthening Career and Technical Education for the 21st Century Act of 2018 (Perkins V), 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 member 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 Perkins V 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 Division 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 subgrant allocations to member institutions. Member institutions shall not retain nor administer an ongoing Perkins account. Funding is distributed within the consortium based upon 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 needs identified through the comprehensive needs assessment, stakeholder consultation and local application process conducted by each member institution or by the Consortium as a whole. Funded activities are then chosen by consensus of the Governing Board. Those needs shall address performance in the Perkins core indicator areas and include: *Insert what the common areas are for the length of this MOU.*

**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 member 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 reports in the name of the Consortium. The fiscal agent may retain 5% of the Consortium’s total grant funds spent to cover the costs entailed in the administration of the Consortium.

**Equipment Purchases**

The consortium fiscal agent holds title to any equipment purchased for use by consortium members. The fiscal agent may at any time transfer title of equipment to member institutions by completing appropriate paperwork as required by the fiscal agent institution.

**Responsibilities of Member Institutions**

Member institutions shall be responsible for providing the fiscal agent with all information the fiscal agent shall require in order to fulfill the responsibilities outlined in the section above, and for conducting all Consortium-funded activities or services in accordance with the requirements of Perkins V. This includes implementation of improvement plans and/or other accountability requirements. Member institutions will not allocate any portion of its Perkins funding for administrative use.

### Membership

Membership in the *NAME OF CONSORTIUM* shall consist of the postsecondary institutions indicated below. By appropriate signature the member institution indicates acceptance of the provisions of this Memorandum of Understanding and the guidelines, assurances, and certifications contained in the Consortium’s approved Local Plan from which this Memorandum of Understanding is derived.

List the names and addresses of the member institutions along with the signatures of the president, chancellor or their designees.

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