

● Pending Executed Copy

# SOUTH TEXAS SCHOOLS CONSORTIUM

## INTERLOCAL CONSORTIUM MEMBERSHIP AGREEMENT

LAREDO INDEPENDENT SCHOOL DISTRICT hereby agrees under the terms and conditions set forth herein to join the SOUTH TEXAS SCHOOLS CONSORTIUM ("Consortium"), which has been created to cooperatively operate educational and educational support programs under the authority of the intergovernmental cooperation provisions set forth at Texas Government Code Section 791.001, et seq. In pursuit of the mutual objectives of the Consortium members, the district agrees as follows:

### ARTICLE I

#### General Provisions

- 1.1 The purpose of this Agreement is to join the shared services arrangement created under the specific intergovernmental cooperation provisions set forth at Texas Government Code §791.001, et seq., whereby the member districts may provide for the joint delivery of educational and related support services.
- 1.2 No member district intends by entering this agreement, or otherwise, to create a separate or additional legal entity. However, the districts jointly agree to be bound by the terms and conditions of this Consortium Interlocal Agreement.
- 1.3 As used herein, the term "Member District" shall mean any school district within the Region One Education Service Center service area that has accepted this Agreement and joined as a member of the SOUTH TEXAS SCHOOLS CONSORTIUM. Additional districts not original signatories to this Interlocal Agreement may join the Consortium as a member district by acceptance of this Agreement by the Board of Trustees of the district seeking to become a member district and through execution by an authorized signatory.
- 1.4 As used herein the term "Partner District" shall mean any Member District that has entered into an agreement under Subchapter D, Chapter 41, Tex. Educ. Code for the Education of Nonresident Students, either as a purchaser or as a seller of attendance credits where, as a result of the transaction, the SOUTH TEXAS SCHOOLS CONSORTIUM is to receive a portion of such funds. If a school district otherwise meets the requirements for membership as a partner district, a district may join the Consortium as a partner district through the acceptance of this Interlocal Agreement by the Board of Trustees of the district seeking to become a partner district and through execution by an authorized signatory.

## ARTICLE II

### Consortium Board/Meetings

- 2.1 The Consortium will initially be governed by a Consortium Board composed of the Superintendents of the Partner Districts, as the representatives of the Boards of Trustees of the Partner Districts. The Executive Director of the Region One Education Service Center shall also serve on the Consortium Board. At any meeting of the Consortium Board, the Superintendents or Executive Director of the Region One Education Service Center may be represented by a designee.
- 2.2 The Superintendent of the Point Isabel Independent School District will serve as initial chairperson of the Consortium Board.
- 2.3 The Superintendent of the Edcouch-Elsa Independent School District, or his/her designees, will serve as Secretary of the Consortium Board. The Secretary will record and prepare minutes of each Consortium Board meeting.
- 2.4 The Consortium Board shall hold not fewer than three (3) regular meetings each year. Said meetings shall be held on the third Tuesday of February, May, and August of each year this Agreement is in effect. These meeting dates may be altered by the consent of the majority of the Consortium Board. The Superintendent or a Superintendent's designee of each member district shall attend the regularly scheduled Consortium Board meetings. Special Consortium Board meetings will be held at times deemed necessary either by the Consortium Board Chair or by the Superintendents of any two (2) Partner Districts. Unless waived, the Superintendent of each member district shall be given 72 hour notice prior to any specially called Consortium Board meeting.
- 2.5 Actions taken by the Consortium Board shall require the approval of a majority of a quorum of the Consortium Board.
- 2.6 The Board may adopt policies and procedures for the Consortium and, from budgeted funds, provide for the purchase of goods and services necessary to administer and operate the Consortium. Additional powers and duties of the Consortium Board shall be determined in Consortium policy adopted from time to time by the Consortium Board.
- 2.7 The Superintendent of each member district shall keep his or her respective Board of Trustees advised of Consortium Board actions.
- 2.8 The Consortium Board shall annually designate its regular meeting dates in February, May, and August for conducting and reviewing the administration and operation of the Consortium.

- 2.9 At its August regular meeting, the Consortium Board shall adopt an annual budget for operations, and shall make a preliminary allocation of the budget in the form of annual fees for Consortium membership.

### **ARTICLE III**

#### **Description of Services**

- 3.1 In general, the purpose of the South Texas Schools Consortium is to, within the funds available, assist member districts in the provision of educational services through the use of technology.
- 3.2 The Consortium may also apply for grants, and provide other services to its member districts.

### **ARTICLE IV**

#### **Personnel**

- 4.1 The Consortium may either directly employ personnel as are required by the Consortium to perform the duties of the Consortium or such employees may be employees of the member districts or of the Fiscal Agent designated under Section 5.1 of this Agreement.
- 4.2 The Consortium Board may designate a Director. Consortium Board policy will determine the extent of the administrative authority and contractual power of the Director.
- 4.3 The Director shall serve as the Consortium officer for public records for purposes of the Texas Public Information Act and the Local Government Records Act. In the absence of a Director, the Consortium Board Chair shall fulfill the duties of Director.
- 4.4 Additional personnel necessary for the operation of the Consortium or for the provision of services may be employed by the Fiscal Agent from budgeted funds. Such personnel shall be subject to the personnel policies of the Fiscal Agent district. All personnel are subject to Consortium policies.

### **ARTICLE V**

#### **Designation/Duties of Fiscal Agent**

- 5.1 The REGION ONE EDUCATION SERVICE CENTER will serve as the initial Fiscal Agent for the Consortium.

- 5.2 The Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds for the Consortium in accordance with all agreements pertaining to the Consortium and the budget adopted by the Consortium Board. The Fiscal Agent shall provide accounting services, reports, maintain Consortium records, and provide administrative and support staff as necessary to facilitate Consortium operations. The Fiscal Agent may perform any other responsibilities requested by the Consortium that are authorized by Consortium policies.
- 5.3 The Fiscal Agent will account for all Consortium expenses and shall maintain accounting records for federal and State funds used for Consortium operating expenses. Such accounting records will be kept in accordance with all State and, as applicable, federal regulatory requirements.
- 5.4 The Fiscal Agent will prepare and submit, on behalf of the Consortium, any report or applications required by State law or Consortium policy.
- 5.5 At the specific request of the Consortium Board, the Fiscal Agent may negotiate contracts with outside service providers for education and technology services for students and faculty served by the Consortium.
- 5.6 The Fiscal Agent shall maintain an inventory of all materials and equipment purchased with Consortium funds to facilitate this process.
- 5.7 The Fiscal Agent must notify the Consortium Board of any intention to withdraw as Fiscal Agent of the Consortium by January 1 preceding the end of the last fiscal year it intends to serve as Fiscal Agent. After the notification, the transfer of Fiscal Agent status will become effective July 1.
- 5.8 Should the Fiscal Agent cease for any reason to serve, the Consortium Board will, by majority vote of a quorum, appoint another Member District as Fiscal Agent.

## ARTICLE VI

### General Obligations of Member Districts

- 6.1 Member districts agree that any other funds received from or through the Consortium will be expended in accordance with any requirements imposed by contract, Consortium policy, or State Law.
- 6.2 Member districts agree that if any other funds are charged to the Member District for services from the Consortium, such funds will be remitted within thirty (30) calendar days.
- 6.3 Each member district agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the Consortium operations.

## **Article VII.**

### **Operation Under Budget**

- 7.1 The Consortium will operate on a budget approved by the Consortium Board.
- 7.2 The Consortium Board may apply to the Texas Education Agency or any other entity for any funds to which the Consortium and/or its member districts may be entitled.

## **Article VIII**

### **Renewal, Withdrawal or Revocation of Membership and/or Dissolution of Consortium**

- 8.1 A Member District or a Partner District may voluntarily withdraw from the Consortium by notifying the Consortium Board of its intention to withdraw by January 1 of any school year. In the event such notice of withdrawal has been made, the member's withdrawal will become effective on the following July 1 of the school year in which the notice is given.
- 8.2 The Consortium Board may, by a majority vote of its membership, revoke the membership of a Partner District or a Member District. In the event of such a revocation, the notice and timing provisions of Section 8.1 of this Agreement apply.
- 8.3 On or before the effective date of a withdrawal under Section 8.1 or a revocation under Section 8.2, the affected partner District or Member District shall return any materials or equipment purchased with Consortium funds to the Consortium office. Each Member District agrees that upon any Member District's withdrawal, title to all property, both personal and real, purchased with Consortium funds, shall vest in the remaining Member Districts participating in this Agreement.
- 8.4 Dissolution of this Agreement shall require the affirmative vote of a majority of the Member Districts. Upon dissolution, the Consortium's funds and any other remaining assets, after any charges and liabilities, will be allocated among the remaining Member Districts.
- 8.5 In the event that the Consortium is dissolved or that a Member or Partner District leaves the Consortium on either a voluntarily or involuntarily basis, disposition of property shall be governed by section 8.3

**Article IX  
Miscellaneous**

- 10.1 This Agreement will be automatically renewed annually unless notice of dissolution is given under the terms of this Agreement.
- 10.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the Consortium.
- 10.3 This Agreement will apply to and bind the representatives and successors in interest of the parties to this Agreement.
- 10.4 This Agreement is governed by Texas law and administrative regulation. Citations of and reference to any specific state statute or administrative regulation in this Agreement include any amendment to or successor of that statute or regulation.
- 10.5 If any provision of this Agreement becomes or is held unenforceable or violative of any law, then the invalidity of the provision will not invalidate the remaining provisions. The member districts agree that all remaining provisions of this Agreement will remain in effect.
- 10.6 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

Executed this \_\_ day of \_\_\_\_\_, 2003.

**LAREDO INDEPENDENT SCHOOL DISTRICT**

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_