



Memorandum of Understanding

for the establishment of an

International Education Consortium

(hereinafter referred to as “the Consortium”)

between

Beautiful Plains School Division

and

Fort la Bosse School Division

and

Southwest Horizon School Division

and

Turtle Mountain School Division

(hereinafter referred to as “Members”)

PREAMBLE

WHEREAS Members desire to establish an equitable, effective, and sustainable international education program;

WHEREAS Members wish to combine efforts to recruit international students;

WHEREAS Members desire to establish a quality Homestay program;

WHEREAS Members wish to provide appropriate support services to international students;

WHEREAS Members wish to collaborate on other international education initiatives;

WHEREAS Members recognize they will be partners in funding, promoting, administering and governing the Consortium;

WHEREAS the participating school divisions will ensure that the standards of educational quality are upheld;

WHEREAS Members are committed to equity, shared policies, and best efforts to ensure a successful collaboration;

NOW THEREFORE the Members agree to establish the Consortium under the terms outlined in this Memorandum.

ARTICLE 1 – OBJECTIVE

1.1 The objective of this Memorandum of Understanding (MOU) is subject to the terms of the laws, regulations, procedures, and policies of the Province of Manitoba, to provide the framework for governance of the Consortium.

ARTICLE 2 – DEFINITIONS

2.1 “Consortium” refers to the association of rural southwest Manitoba school divisions, established under this MOU for the purpose of creating an international student program.

2.2 “Members” are school divisions that are the signatories to this MOU.

2.3 “Governing Board” refers to the board responsible for governing all matters related to the

Consortium as outlined in this MOU.

- 2.4 “Representatives” refers to the representatives of the members appointed to comprise the Governing Board.
- 2.5 “Director” is the person appointed to carry out all directives and decisions of the Governing Board.
- 2.6 “Chair” refers to the Chairperson of the Governing Board, as selected on a rotating basis outlined in the MOU.
- 2.7 “Executive” refers to the members of the Executive Committee as chosen by the Governing Board.
- 2.8 “Treasurer” refers to the Representative, chosen by the Governing Board, to handle all the Consortium’s finances.

ARTICLE 3 – MEMBERSHIP

- 3.1 The membership of the Consortium will include all original signatories to this MOU.
 - 3.1.1 The criteria and process for adding further members will be determined by the Governing Board.
- 3.2 All membership fees will be determined by resolution of the Governing Board. Membership fees may change on an annual basis and may be eliminated over time.
 - 3.2.1 Membership fees must be paid no later than September 1st of each year. (thirty [30] days before the commencement of the fiscal year of the Consortium).
- 3.3 Any member may withdraw from the Consortium by delivering a written notice to the Governing Board at least one year before the planned date of withdrawal.
 - 3.3.1 The withdrawal of a member shall not entitle the Member to a refund or rebate of membership fees previously paid.
 - 3.3.2 The withdrawal of a member will not reduce or extinguish the obligation of that member to pay any outstanding membership fees or proportional debts owed due to outstanding loans assumed while a member of the Consortium.
 - 3.3.3 Upon the effective date of withdrawal, a member shall forfeit all rights and authority to use any promotional material, logos, brands, trademarks, agents, or any other

affiliation created, owned, or held by the Consortium.

3.4 Membership may be revoked by the Governing Board if approved by a two-thirds majority vote.

3.4.1 Membership revocation becomes effective 90 days following the day of the vote of the Governing Board.

3.4.2 The revocation of a Member shall not entitle the Member to a refund or rebate of membership fees previously paid.

3.4.3 The revocation of a Member will not reduce or extinguish the obligation of that Member to pay any outstanding membership fees or proportional debts owed due to outstanding loans assumed while a member of the Consortium.

3.4.4 Upon the effective date of withdrawal, a Member shall forfeit all rights and authority to use any promotional material, logos, brands, trademarks, agents, or any other affiliation created, owned, or held by the Consortium.

ARTICLE 4 – ROLE AND STRUCTURE OF THE GOVERNING BOARD

4.1 The Governing Board will be responsible for the overall planning, direction, and performance of the Consortium, including, but not limited to:

4.1.1 Hiring and overseeing employees of the Consortium;

4.1.2 Developing multi-year strategic plans;

4.1.3 Adopting and amending policies required for efficient and transparent administration;

4.1.4 Setting and approving annual budgets; and

4.1.5 Providing reports to members on the activities of the Consortium.

4.2 Each member may appoint up to two (2) Representatives to the Governing Board.

4.2.1 The Representatives to the Governing Board shall be Superintendent and the Secretary-Treasurer of each member.

4.3 The Chair of the Governing Board shall be selected on a rotating basis with each member serving as Chair for one year.

- 4.3.1 The rotation of the Chair shall proceed as follows:
- Year 1 – Turtle Mountain School Division
 - Year 2 – Fort la Bosse School Division
 - Year 3 – Southwest Horizon School Division
 - Year 4 – Beautiful Plains School Division
- 4.3.2 The Board may amend the rotation by unanimous consent.
- 4.3.3 The Chair will be responsible for calling meetings of the Governing Board and the Executive Committee, chairing meetings, and ensuring that agendas and minutes are kept and distributed in accordance with this MOU.
- 4.4 The Representatives on the Governing Board shall appoint a Treasurer from among their numbers.
- 4.4.1 The Treasurer will be responsible for overseeing all financial control policies established by the Governing Board and recommending changes to policies as required.
- 4.4.2 The Treasurer will be responsible for authorizing expenditures for the Consortium in accordance with the Consortium's annual budget and ensuring adherence to all financial control policies established by the Governing Board.
- 4.5 The Governing Board shall establish an Executive Committee (Executive) comprised of the Chair and three other Representatives, one appointed by each member that does not currently hold the Chair.
- 4.5.1 The Executive will be responsible for all personnel matters and shall review the performance of the Director on an annual basis.
- 4.5.2 The Executive will be responsible for preparing and reviewing the agendas for meetings of the Governing Board, in consultation with the Director.
- 4.6 No Representative of the Governing Board shall receive any remuneration for duties performed on behalf of the Consortium. A Representative may be paid for reasonable expenses as determined by the governing board, incurred in the performance of that member's duties.

ARTICLE 5 – MEETINGS, VOTING, AND QUORUM

- 5.1 The Governing Board shall meet a minimum of two (2) times per year.
- 5.2 Members of the Governing Board shall be given at least fourteen (14) days notice of the

time and place of the meeting and of the agenda items to be discussed.

- 5.3 The minutes of the meetings of the Governing Board shall be made available to all members of the Governing Board at least fourteen (14) days before the next meeting.
- 5.4 Decisions of the Governing Board shall be approved by a majority vote of Representatives representing a majority of members.
- 5.5 Quorum for meetings shall be a majority of Representatives representing a majority of members.

ARTICLE 6 – FINANCES, BUDGET, AND COLLECTION AND DISBURSEMENT OF FUNDS

- 6.1 All finances related to the Consortium will be housed as a separate program within the existing budget of one of the members. The member chosen to administratively house the finances of the Consortium agrees to provide a complete and transparent accounting of all activities related to the Consortium:
 - 6.1.1 At each meeting of the Governing Board;
 - 6.1.2 Upon the request of the Treasurer or a Member; and/or
 - 6.1.3 Annually for the purposes of the auditor as per Clause 6.6.
- 6.2 The financial year of the Consortium will be from July 1 to June 30.
- 6.3 The Governing Board shall establish financial policies and controls including delegated authority for expenditures and expenses.
- 6.4 The Governing Board shall prepare an annual budget for each fiscal year (July 1 to June 30).
- 6.5 Any debts, loans, or other credit instruments incurred by the Consortium must be approved by at least a two-thirds majority of the Governing Board.
- 6.6 Each year the financial records of the Consortium shall be audited by an independent, qualified accountant.

ARTICLE 7 – DIRECTOR

- 7.1 The international student program of the Consortium will be administered by the Director.
- 7.2 The Director will:
 - 7.2.1 Develop and sustain a positive education environment for international students, consistent with the missions of the Members;
 - 7.2.2 Draft policies needed for the effective administration of the Consortium and ensure appropriate application of all pertinent legislation, standards, policies and procedures as they pertain to the activities of the Consortium;
 - 7.2.3 Develop relevant strategic plan including a marketing strategy to promote the Consortium's International Student Program domestically and abroad;
 - 7.2.4 Establish and maintain local, provincial, national, and international contacts to ensure the continued success of the program;
 - 7.2.5 Administer the budget for the International Student Program;
 - 7.2.6 Coordinate services for international students from admission to orientation, and provide ongoing support including maintaining regular, and as needed contact, with international students; and
 - 7.2.7 Carry out other duties as assigned by the Executive and/or Governing Board.
- 7.3 The Director will seek approval from the Governing Board for all major decisions not specified in this agreement.

ARTICLE 8 – ENTRY INTO FORCE, AMENDMENT, AND TERMINATION

- 8.1 This MOU will come into effect upon signature by the Participants.
- 8.2 This MOU may be amended or terminated by unanimous vote of all Governing Board members at a meeting of the Governing Board.
 - 8.2.1 Motions to amend or terminate this MOU must be recorded in the Governing Board's Minutes no less than least three (3) months prior to the date when the motion will be voted upon.
- 8.3 Upon termination of the MOU, any outstanding debts held by the Consortium shall be repaid by Members based on proportional fiscal capacity as calculated for membership fees.

Signed in _____ on _____.

Garth Hunter, Chair
Beautiful Plains School Division

Garry Draper, Chair
Fort la Bosse School Division

Rick Pettinger, Chair
Southwest Horizon School Division

Samantha Cole, Chair
Turtle Mountain School Division

Witness

Witness