

**Memorandum of Agreement (MOA)  
to form an  
ARP HCY II Consortium**

**General Information**

**General Information:**

ARP HCY II sub-grants may not be less than \$5,000 under the funding formula; however, LEAs may combine as a consortium for the purpose of meeting the \$5,000 threshold and accessing ARP HCY II funding. [See section (c) of the Notice of Final Requirements for these rules.] The consortium shall be in effect throughout the duration of the ARP HCY II award cycle.

**Definitions of Consortium Entities' Roles and Responsibilities:**

For further information on the roles and responsibilities of the Lead LEA/Fiscal Agent and Member (Participant) School District, click the link on the Consortium tab labeled – *“Click here for the Roles and Responsibilities of a Consortium Lead/Fiscal Agent.”*

“Lead LEA/Fiscal Agent” means the public school district that is established within the terms of this Memorandum of Agreement (MOA) to provide the administrative business services associated with participation in the Consortium, including student, staff, and financial accounting/management on behalf of the Consortium. The fiscal agent shall receive funds, make timely payments, and cover incidental administrative costs such as clerical and business services, postage, and telephone.

“Member (Participant) District” means each public school district whose Board of Education has agreed to participate in the Consortium’s programs and/or services.

“Consortium” means the group of public school districts and Lead LEA/Fiscal Agent that join in collaboration to meet the \$5,000 threshold, access ARP HCY II funding, and work cooperatively to provide programs and/or services for the identification, enrollment, retention, and educational success of children and youths experiencing homelessness. NOTE: A public school district with an ARP HCY II allocation greater than \$5,000 may elect to join a consortium, thereby, contributing its allocation to the consortium, and working cooperatively to provide programs and/or services for the identification, enrollment, retention, and educational success of children and youths experiencing homelessness.

**ARP HCY II Memorandum of Agreement (MOA):**

Complete the ARP HCY II MOA by having each member (participant) of the consortium provide the required information. Once completed and signed by each member (participant) school district, the Lead LEA/Fiscal Agent will maintain on file all applicable MOAs, to be provided to the NJDOE, upon request. Any member (participant) school district of the consortium should contact the Lead LEA/Fiscal Agent with questions.

**Memorandum of Agreement (MOA)  
ARP HCY II Consortium**

This Memorandum of Agreement (MOA) is not a legal document and should not be considered legal advice. The Lead LEA/Fiscal Agent and all member (participant) school districts should consult with their agency's counsel if they require legal advice.

Consortium Agreement:

This Agreement between the member (participant) school districts whose signatures appear at the end of this document (hereafter "members or "participants") including the applicable Fiscal Agent (hereafter "Lead LEA/Fiscal Agent"), is to establish a consortium under the ARP HCY II award to carry out joint and cooperative administered programs and/or services between the Lead LEA/Fiscal Agent and members' (participants') school districts for the identification, enrollment, retention, and educational success of children and youths experiencing homelessness by the most efficient and economically responsible means.

The undersigned districts agree that the Lead LEA/Fiscal Agent will submit a single application in the EWEG system through which they will work collaboratively to serve children and youths experiencing homelessness. **NOTE:** There is no limit to the number of LEA members (participants) in a consortium. LEAs with ARP HCY II allocations greater than \$5,000 may elect to join the consortium, as well. The consortium shall consist of the identified member (participant) school districts and Lead LEA/Fiscal Agent, and

*Whereas*, each member (participant) school district wishes to enroll one or more of its children and youths experiencing homelessness, staff, and/or parents and families in programs and/or services that are offered and available through the consortium and, that otherwise, are not available at each member's (participant's) site, and

*Whereas*, the Lead LEA/Fiscal Agent will jointly administer the programs and/or services with the member (participant) school districts and all associated budgeted costs as outlined in the ARP HCY II Application; and

*Whereas*, the Lead LEA/Fiscal Agent will jointly develop a common program plan and budget with the member (participant) school districts detailing the ways in which the ARP HCY II funds will be used to meet the identified needs of the consortium as a whole and articulating all (any) activities that each member (participant) school district will provide to meet the intent and purpose of the ARP HCY II funding to identify, enroll, retain, and ensure educational success of students experiencing homelessness, and

*Whereas*, Boards of Education of member (participant) school districts agree to participate, as applicable, in programs and/or services administered through the consortium, and

*Whereas*, Boards of Education of member (participant) school districts may by agreement jointly share services of school personnel, share school facilities, classrooms, technology, and equipment, and

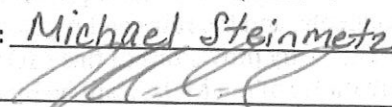
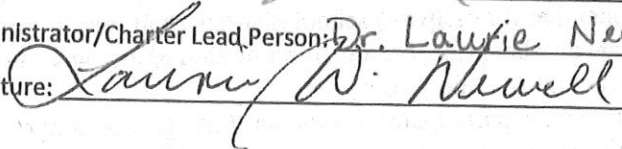
*Whereas*, Boards of Education of member (participant) school districts may by agreement jointly administer any power, privilege, or authority each member (participant) school district can exercise individually, and

Therefore, the member (participant) school districts agree to establish jointly administered programs and/or services for the identification, enrollment, retention, and educational success of children and youths experiencing homelessness in the form of a consortium under the following terms and conditions:

- The Lead LEA/Fiscal Agent will convene quarterly meetings, or more often if necessary, to discuss the provision of programs and/or services under the consortium, as well as confer regarding items of mutual concern;
- The member (participant) school districts, through the consortium, must adhere to all pertinent Federal and State laws, including, but not limited to: ARP HCY provisions, Uniform Grant Guidance (cost principles), FERPA and HIPAA provisions, EDGAR requirements, and the rules and regulations of the New Jersey Department of Education (NJDOE). Any provisions of this MOA in conflict therewith shall be null and void and the remainder of the MOA shall be binding upon all members (participants);
- All member (participant) school districts shall refrain from any action which would violate any law, rule, policy, or regulation of any governmental body or agency having jurisdiction over the MOA;
- All member (participant) school districts agree to cooperate as needed to assure that all required programs, services, and responsibilities are provided by the members (participants) and that the educational programs and/or services are operated in compliance with all applicable laws;
- Children and youths attending programs and/or services provided through the consortium continue to be enrolled in their resident districts and are subject to the testing requirements, graduation requirements, and disciplinary (conduct) procedures of their resident districts;
- It is expressly understood and agreed to by the member (participant) school districts that nothing contained in this MOA shall be construed to create a partnership, association, or other affiliation or like relationship among the member (participant) school districts and the Lead LEA/Fiscal Agent, it being specifically agreed that this relationship is and shall remain that of independent parties participating in a cooperative mutual relationship in the consortium. In no event shall a school district be liable for the debts and obligation of another school district;
- Subject to the rights of amendment, modification, or termination, this MOA shall be in full force and in effect from the date of execution until the end of the award period;
- On termination of the MOA, all assets owned by member (participant) school districts shall be returned to the member (participant) school districts, and all consortium assets remaining after payment of all liabilities shall be distributed to each member (participant) school district, at fair value, on the basis of its total FTE of student enrollment on *(based on SY 20-21)* in the year of termination in proportion to the total student enrollment of all member (participant) school districts on *(SY 20-21)*. If assets are insufficient to pay all liabilities, members (participants) shall be assessed in such proportion; and
- Also, upon termination of this MOA, any remaining equipment, supplies, textbooks, and furniture purchased jointly on a prorated basis shall be divided by the same proration, subject to depreciation. Such items will be physically divided. If not possible, one member (participant) school district shall compensate the other districts for their prorated share of the depreciated value; and
- This MOA shall be binding upon, and inure to the benefit of, the member (participant) school districts hereto and their successors and assigns.

The undersigned member (participant) school districts agree that the Lead LEA/Fiscal Agent will submit a single application in the Electronic Web-Enabled Grants Management (EWEG) system through which they will work collaboratively to serve children and youths experiencing homelessness through the use of ARP HCY II funding.

Lead LEA/Fiscal Agent Identification Information

LEA Name (Print): Essex Regional Educational Services Inc. LEA County/District Code: 1387  
Telephone Number: (973) 405-6262 Email: L.Mciver@eresc.com  
Address: 333 Fairfield Road City: Fairfield Zip Code: 07004  
Print Name of Lead LEA/Fiscal Agent Representative: Michael Steinmetz  
Lead LEA/Fiscal Agent Representative Signature:   
Print Name of Chief School Administrator/Charter Lead Person: Dr. Laurie Newell  
Chief School Administrator Signature: 

Member (Participant) LEA Identification Information

LEA Name (Print): \_\_\_\_\_ LEA County/District Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Print Name of Member (Participant) LEA Representative: \_\_\_\_\_  
Member (Participant) LEA Representative Signature: \_\_\_\_\_  
Print Name of Chief School Administrator/Charter Lead Person: \_\_\_\_\_  
Chief School Administrator Signature: \_\_\_\_\_

Member (Participant) LEA Identification Information

LEA Name (Print): \_\_\_\_\_ LEA County/District Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Print Name of Member (Participant) LEA Representative: \_\_\_\_\_  
Member (Participant) LEA Representative Signature: \_\_\_\_\_  
Print Name of Chief School Administrator/Charter Lead Person: \_\_\_\_\_  
Chief School Administrator Signature: \_\_\_\_\_



**Isabella Scocozza**  
**Township of Union Public Schools**  
**Director of Instruction and Funded Programs**  
**(908)-851-6553**

Approve the Memorandum of Agreement (MOA) for the Township of Union Public Schools to join the ARP HCY II Consortium with the Essex Regional Educational Services School District as the lead fiscal agent. The MOA will service the McKinney Vento eligible students and families within the 2022-2023 school year.

