

Lakeland Joint School District #272

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Board Agenda Item Request

AGENDA ITEM: Discussion Item

PURPOSE: Memorandum of Understanding, Kootenai Technical Education Campus

MEETING DATE: October 21, 2026

PREPARED BY: Jake Massey

INFORMATIONAL SUMMARY:

Presented below is the proposed draft Memorandum of Understanding for our partnership with CDA & Post Falls School Districts and Kootenai Technical Education Campus (KTEC). Both the draft and the current MOUs are there to view.

The main differences between the 2024 and 2026 versions are:

- Each district now has their own MOU, whereas they used to be combined
- Now includes language regarding capital projects. This is designated in the new MOU as each district being responsible for 1/3 of the project.
- Field trips are now specified as part of LJSD's responsibility.

Draft: [2026 MOU: Kootenai Technical Education Campus](#)

Current: [2024 MOU: Kootenai Technical Education Campus](#)

MEMORANDUM OF UNDERSTANDING

Kootenai Technical Education Campus and Lakeland School District 272

Effective Date: _____

This Memorandum of Understanding ("MOU") is entered into by and between **Kootenai Technical Education Campus ("KTEC")** and **Lakeland School District 272 ("SD 272")** to establish the respective responsibilities, financial obligations, and operational commitments of the parties related to the operation of KTEC.

The parties agree as follows:

1. Purpose

The purpose of this MOU is to establish a clear understanding of the services, financial responsibilities, student seat allocation, technology support, transportation, and capital project obligations of SD 272 and KTEC.

2. Information Technology and Phone Systems

SD 272 will provide **IT and phone system personnel and support** for KTEC.

KTEC will be responsible for the cost of **parts, equipment, supplies, and materials** required for the maintenance, repair, or operation of KTEC's IT and phone systems.

SD 272's responsibility under this section is to provide the necessary personnel and technical support. KTEC will be responsible for direct costs associated with parts and supplies unless otherwise agreed to in writing.

3. Field Trip Transportation

SD 272 will provide field-trip busing for KTEC.

For transportation provided by SD 272:

- SD 272 will provide the school bus and transportation service.
- KTEC will pay the applicable **bus driver costs and mileage** associated with the approved trip.
- Field trips will be scheduled and approved in accordance with applicable district and KTEC procedures.

4. Budget and Student Seat Allocation

SD 272 will provide **23% of the KTEC operating budget** as established through the approved KTEC budget process.

In consideration of its 23% budget participation, SD 272 will receive **23% of the available KTEC student seats**, subject to applicable enrollment requirements, program capacity, and KTEC policies.

The parties agree that student seat allocations will be maintained as close as reasonably possible to each district's percentage of budget participation, based on student applications and program demand. .

5. Capital Projects

SD 272 will be responsible for **one-third (1/3) of the cost of capital projects approved by the KTEC Board**.

Capital projects must be formally approved by the KTEC Board before financial responsibility is assigned to the participating districts.

Unless otherwise agreed to in writing, the remaining two-thirds (2/3) of an approved capital project will be allocated equally between SD 271 and SD 273.

6. Annual Review

The parties will review the financial and operational provisions of this MOU annually or as otherwise necessary to address significant changes in enrollment, programming, staffing, transportation, technology needs, capital needs, or other operational requirements.

7. Amendments

Any amendment to this MOU must be made in writing and approved by authorized representatives of both parties.

8. Term and Termination

This MOU will become effective upon the date of the final signature and will remain in effect unless amended or terminated by mutual written agreement.

9. Compliance

This MOU is subject to applicable federal and Idaho law, Idaho State Department of Education requirements, Idaho Division of Career Technical Education requirements, and applicable policies and agreements of the participating entities.

If any provision of this MOU is determined to conflict with applicable law or regulation, the parties will work together to revise the affected provision.

10. Signatures

By signing below, the parties acknowledge that they have reviewed and agree to the responsibilities and obligations outlined in this MOU.

LAKELAND SCHOOL DISTRICT 272

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

KOOTENAI TECHNICAL EDUCATION CAMPUS

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

**FIRST AMENDMENT TO ARTICLES OF AGREEMENT
FOR THE COOPERATIVE SERVICE AGENCY AGREEMENT BETWEEN
COEUR D'ALENE SCHOOL DISTRICT, LAKELAND JOINT SCHOOL DISTRICT
AND THE POST FALLS SCHOOL DISTRICT FOR THE OPERATION OF THE
KOOTENAI TECHNICAL EDUCATION CAMPUS**

WHEREAS, the Coeur d' Alene School District #271 ("CDA"), the Lakeland Joint School District #272 ("Lakeland"), and the Post Falls School District # 273 ("Post Falls") (each referred to herein as a "District" and cumulatively as the "Districts") entered into that certain *Articles of Agreement Re: the Creation of a Cooperative Service Agency Agreement for the Purpose of Creating Kootenai Technical Education Campus* (the "Articles")("KTEC"), which Articles became effective on August 26, 2009;

WHEREAS, the duration of the Articles was for an initial term of 15 years, which will expire on August 25, 2024;

WHEREAS, by inadvertence or mistake, Lakeland's signature was omitted from the Articles;

WHEREAS, pursuant to Paragraph 2(f), the Articles may be amended by the affirmative vote of all the Districts;

WHEREAS, the Districts desire to adopt this *FIRST AMENDMENT TO ARTICLES OF AGREEMENT FOR THE COOPERATIVE SERVICE AGENCY AGREEMENT BETWEEN COEUR D'ALENE SCHOOL DISTRICT, LAKELAND JOINT SCHOOL DISTRICT AND THE POST FALLS SCHOOL DISTRICT FOR THE OPERATION OF THE KOOTENAI TECHNICAL EDUCATION CAMPUS* (the "First Amendment") to the Articles as more specifically set forth herein.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Districts hereby agree as follows:

1. Lakeland hereby acknowledges its agreement to be bound by the Articles as of the effective date on August 26, 2009, and hereby ratifies all actions pertaining thereto up to the date of this First Amendment.
2. The Districts recognize and agree that, as a Cooperative Service Agency and pursuant to a Joint Powers Agreement, "KOOTENAI TEHCNICAL EDUCATION CAMPUS (KTEC)" was duly formed and created on August 26, 2009, and continues in its existence, as a career technical school (formerly referred to as a professional technical school), as authorized by Idaho Code.
3. All references to "Professional Technical School" in the Articles are hereby deleted and replaced with "Career Technical School."

FIRST AMENDMENT TO ARTICLES OF AGREEMENT FOR THE COOPERATIVE SERVICE AGENCY AGREEMENT FOR THE OPERATION OF THE KOOTENAI TECHNICAL EDUCATION CAMPUS

4. Paragraph 2(a) of the Articles is hereby deleted in full and restated as follows:

- a. Without specific limitation, to do all things a body corporate and politic may do in the State of Idaho as authorized by law, except as may be otherwise restricted by the laws of the State of Idaho. The Governing Board of "KTEC" shall be comprised of five (5) Board Members. Each of the three Member Districts shall appoint one (1) Member who shall either be a Trustee or Superintendent of the respective District. The Chair and Vice-Chair of the Business Advisory Committee to "KTEC" shall complete the membership of the Governing Board. The Governing Board shall also provide for one ex-officio (non-voting) Member from North Idaho College, who shall either be a Trustee or the President. The representative from North Idaho College shall serve as an ex-officio Member of the Board and shall have no right to vote.

5. Paragraph 2(b) (including Subsection 1 thereto) of the Articles is hereby deleted in full and restated as follows:

- b. The obligation of each District to contribute financially to the operation of "KTEC" shall be as follows:

1. The Districts each agree to contribute annually, the following percentage interest of the annual budgeted net operating costs for KTEC:

CDA = 50%
Lakeland = 23%
Post Falls = 27%

Any District may, by written request in writing to the Governing Board, seek to modify such District's percentage contribution, which will be effective only upon a written amendment to these Articles signed by each District hereto.

The annual net operating costs for KTEC shall take into consideration (and thereby reduce the contribution obligations of the Districts) any grants, scholarships or other outside sources of funds available to KTEC, including without limitation any funding available to KTEC as authorized by law.

Each District shall provide its annual percentage interest payment to KTEC, 50% of such payment is due by check or wire deposit no later than September 30th of each calendar year, and the remaining 50% of the payment is due by May 30th of the following calendar year. KTEC

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AGENCY AGREEMENT FOR THE OPERATION OF THE KOOTENAI TECHNICAL
EDUCATION CAMPUS

will invoice each District its proportionate share of payment due at least 60 days before such payment is due

6. Paragraph 2(f) is hereby deleted and restated as follows:

f. These Articles may be amended by written agreement of each Member District and such amendment, when approved, shall be appended to the Articles, and together shall constitute the final operating version of the Articles for “KTEC.”

7. A new Paragraph subsection 2(m) is hereby created as follows:

m. The Governing Board is authorized, but not obligated, to create bylaws, policies and procedures, consistent with Idaho law, with respect to the governance and operations of KTEC.

8. Paragraph 4, titled “Duration” is hereby deleted and restated as follows:

4. Duration. “KTEC” has been in existence since August 26, 2009, and shall continue to exist in perpetuity unless it is terminated as set forth in Paragraph 8 below. Provided that, however, any individual District member may withdraw by providing written notice to the Governing Board, at least sixty (60) days before the end of any fiscal year, of such District’s election to withdraw as a Member District of “KTEC” effective at the end of the next fiscal year. Such withdrawing District shall continue to be liable for all financial contributions outlined herein through the effective date of withdrawal.

1. In the event there will be two (2) or fewer Districts remaining after withdrawal by a District as set forth herein, the remaining two (2) or fewer Districts shall, within one-hundred and eighty days (180) days of the receipt of the notice of withdrawal, by written record, made upon oral or written vote, determine whether or not to continue “KTEC” after the effective date of the withdrawing District. In the event the majority of the recorded votes is to terminate the continuation of “KTEC,” then “KTEC” shall terminate and complete the process for winding up as set forth in Article 8 below.

9. Paragraph 8, titled “Termination” is hereby deleted and restated as follows:

8. Termination. Notwithstanding the duration of “KTEC” to exist in perpetuity, the same may be terminated by the written approval of each Member District, which approval for termination shall be appended to these Articles and shall be recorded in the Minutes of “KTEC” reflecting such termination of operation. In the event of termination, such termination shall be handled in substantial compliance with termination as provided in Idaho Code § 30-30-101 et. seq. for Idaho Non-Profit

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Corporations; provided that, however, all assets of “KTEC” shall be divided among the then-participating members, in accordance with the percentage of contributions as provided in Paragraph 2(b) hereof.

10. Paragraph 9, titled “Personnel” is hereby deleted and restated as follows:

9. All employees hired to work at “KTEC” shall be employees of “KTEC.”

11. A new Paragraph 13, title “Dispute Resolution is hereby added as follows:

13. Dispute Resolution. The Districts agree that in with respect to any dispute arising from or relating to these Articles, such dispute shall first be submitted jointly to the Superintendents of each District for attempted resolution. If a meeting of the Superintendents is unsuccessful, the dispute shall thereafter be submitted to the Board of each District to be discussed at a joint meeting for attempted resolution. If the meeting of the Boards is unsuccessful, the Districts shall submit their dispute to a mediator in Kootenai County, Idaho for attempted resolution. If, and only if, all prior efforts at resolution are unsuccessful may any District proceed to a State District Court, County of Kootenai, for resolution.

12. This First Amendment shall be effective on the date of the last signature below.

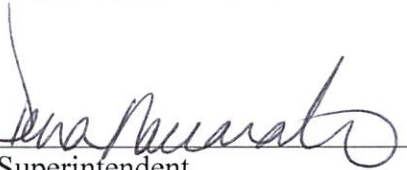
13. By signing below, each District hereby warrants and represents that the governing board of each participating District has voted to approve and adopt this First Amendment.

14. Except for the amendments set forth herein, the Articles remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

FIRST AMENDMENT TO ARTICLES OF AGREEMENT FOR THE COOPERATIVE SERVICE
AGENCY AGREEMENT FOR THE OPERATION OF THE KOOTENAI TECHNICAL
EDUCATION CAMPUS

IN WITNESS HEREOF, the Districts hereby agree to the terms of this First Amendment on the date set forth below.

Coeur d' Alene School District #271 By: <u></u> Its: Superintendent Date: <u>5-16-2024</u>	Lakeland Joint School District #272 By: <u></u> Its: Superintendent Date: <u>4/24/24</u>
Post Falls School District # 273 By: <u></u> Its: Superintendent Date: <u>4/24/24</u>	

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