***SAMPLE MEMORANDUM OF UNDERSTANDING/AGREEMENT***

*Source: CADOE, March 2017, Adapted for use in Georgia.*

# Elementary and Secondary Education Act, Language Instruction for English Learners (ELs) and Immigrant Students, Title III, Part A, Regional Local Education Agency (LEA) Consortium

### Memorandum of Understanding/Agreement, (Insert) School Year

This Memorandum of Understanding/Agreement represents the agreed-upon Title III, Part A programs, services, and products to be provided to English learner (EL) students, their teachers, and their parents, in the W County School District, the X County School District, Y City Schools and the Z Charter School, (Members), during the [insert] school year. The W County School District (WCSD) will act as lead LEA and member. The consortium shall be named the WXYZ Title III Regional LEA Consortium (the WXYZ Consortium).

The WCSD (lead) will be the **fiscal agent** for the Consortium and will be responsible to do the following:

1. Submit the WXYZ Title III Regional LEA Consortium EL Program Plan, Budget, attachments, and any subsequent budget amendments to the GaDOE
2. Maintain fiscal records for the Consortium per applicable regulations in the Education Department General Administrative Regulations (EDGAR) at 34 Code of Federal Regulations (CFR) §§ 766.650 through 76.677 and General Provisions for *ESEA* programs at 34 CFR Part 299; and the Title IX Uniform Provisions Equitable Services Guidance, including yearly Detail Expenditure Reports for consortium members.
3. Gather Consortium data, compiling, completing, and submitting any required Federal Programs’ reports to the GaDOE and, as a Title III subgrantee, engaging in Title III, Part A cross-functional monitoring on behalf of the WCSD Consortium.

The Consortium will plan to expend all Title III funds during the [insert year] grant year. WCSD (Lead) must continue to serve as the **fiscal** **agent** for the Consortium until all funds are expended or, at maximum, for the duration of the 27 months grant period.

According to the [insert year] Georgia Department of Education Title III, Part A calculations, based on [March previous year] EL Student Record data submitted by the Consortium Members to the GaDOE, the Consortium has [insert EL Counts] EL students enrolled, resulting in a subgrant award amount of approximately [insert grant amount], and a per-pupil allocation of \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In its role as the lead LEA, the Consortium will support a total amount of programs, services, and products as indicated below:

|  |  |
| --- | --- |
| **Program/Service/Product** | **Approximate Cost** |
| Lead LEA may claim up to 2% Direct Administrative Costs (Consortium subgrant award allocation X .02) | $ |
| Lead LEA may claim program-related Indirect Costs, not to exceed Lead LEA’s restricted FY22 Indirect Cost Rate of \_\_\_\_\_\_\_\_\_\_\_. | $ |
| Reimburse purchase of supplemental instructional resources. | $ |
| Reimburse purchase of supplemental technology & software. | $ |
| Reimburse purchase of resources, staff hourly compensation, transportation costs for after-school programs. | $ |
| Reimburse purchase of resources, staff hourly compensation, transportation costs for tutoring programs | $ |
| EL-focused Professional Development to consortium teachers, staff, and administrators. Consultant Costs. Substitute Costs. Professional Books Costs. Conference Costs. | $ |
| Reimburse costs of EL parent/family engagement resources & activities, supplemental to those required under Title I law, and which enhance the Language instruction educational programs (LIEPS). | $ |
| **Anticipated Total Title III, Part A Program Costs** | **$** |

In addition to the above services and products, the WCSD (Lead) will coordinate regular meetings with its Members for the purpose of assessing the needs of the Consortium and monitoring the progress of the Consortium’s programs.

Changes regarding the provision, the scope and/or nature of the planned services must be made by agreement of the Members and submitted in accordance with the GaDOE budget amendment procedures. Funds must be used before the end of the 27-month grant period.

Signatures of the LEA representative, found on the next page, signify the indication that the Consortium has met and conferred, and the member LEAs agree to all stated requirements and responsibilities.

**Signatures of LEA-Authorized Representatives:**

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| **Print Name:**  Consortium Lead LEA (Fiscal Agent) Representative (Superintendent or Designee) |
| **Signature** of Consortium Lead LEA (Fiscal Agent) Representative (WCSD) |
| **Date:** |

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| **Print Name:**  Consortium Member LEA Representative (Superintendent or Designee) |
| **Signature** of Consortium Member LEA Representative (WCSD) |
| **Date:** |

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| **Print Name:**  Consortium Member LEA Representative (Superintendent or Designee) |
| **Signature** of Consortium Member LEA Representative (WCSD) |
| **Date:** |

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| **Print Name:**  Consortium Member LEA Representative (Superintendent or Designee) |
| **Signature** of Consortium Member LEA Representative (WCSD) |
| **Date:** |