***SAMPLE MEMORANDUM OF UNDERSTANDING/AGREEMENT[[1]](#footnote-1)***

# Elementary and Secondary Education Act,

# Language Instruction for English Learners (ELs)

# Title III, Part A, Regional LEA Consortium

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

This Memorandum of Understanding/Agreement represents the agreed-upon Title III, Part A program, services and products to be provided to English learner (EL) students 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 local educational agency (LEA) and member. The consortium shall be named the WXYZ Title III Regional LEA Consortium (the WXYZ Consortium).

The WCSD (lead) will be responsible for acting as the **fiscal agent** for the Consortium and will submit the WXYZ Title III Regional LEA Consortium EL Program Plan, Budget, attachments, and any subsequent Amendments, file the required expenditure reports and maintain fiscal records for the 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 [previous year] EL Student Record data submitted by the Consortium Members to the GaDOE, the Consortium enrolled [insert EL Counts] EL students, which results in a subgrant amount of approximately [insert grant amount]. 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 grant amount allocation X 2%) $\_\_\_\_\_\_\_

Lead LEA may claim program related indirect expenses

(Expenses cannot exceed Lead LEA’s approved indirect cost) $\_\_\_\_\_\_\_

Reimburse purchase of \_\_\_\_\_\_\_ as supplemental instructional resources. $\_\_\_\_\_\_\_

Reimburse costs of after**-**school programs for materials/staff hours $\_\_\_\_\_\_\_

Provide professional development regarding effective EL student

instructional practices to # consortium teachers, staff and administrators @ $\_\_\_\_ each. $\_\_\_\_\_\_\_

Reimburse costs of EL parent/family engagement materials/activities, supplemental to those required under Title I law. $\_\_\_\_\_\_\_

**Anticipated Total Title III, Part A Regional LEA Consortium Grant allocation $\_\_\_\_\_\_\_\_\_\_**

In addition to the above services and products, the WCSD (Lead) will coordinate regular meetings for the purpose of assessing the needs of the Consortium.

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.

As lead LEA (fiscal agent), the WCSD is responsible for gathering Consortium data, compiling, completing and submitting the Title III, Part A Annual Report to the GaDOE and, as a Title III subgrantee, engaging in Title III, Part A cross-functional monitoring on behalf of the WCSD Consortium.

Signature of the LEA representative represents the indication that the Consortium has met and conferred and the member LEAs are in agreement to all stated requirements and responsibilities.

**Signatures of Authorized Representatives:**

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Print Name Print Name

Consortium Lead LEA (Fiscal Agent) Representative Consortium Member LEA Representative (Superintendent or Designee) (Superintendent or Designee)

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Signature of Consortium Lead LEA (Fiscal Agent) Signature of Member LEA Representative

Representative (WCSD)

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Date Date

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Print Name Print Name

Consortium Member LEA Representative Consortium Member LEA Representative (Superintendent or Designee) (Superintendent or Designee)

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Signature of Consortium Member LEA Signature of Member LEA Representative

Representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

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Print Name Print Name

Consortium Member LEA Representative Consortium Member LEA Representative (Superintendent or Designee) (Superintendent or Designee)

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Signature of Consortium Member LEA Signature of Member LEA Representative

Representative

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Date Date

1. [↑](#footnote-ref-1)