

Memorandum of Understanding Between the Title III Consortium Fiscal Agent and Member Districts

Introduction

Under the Title III program, if a district does not have a sufficient number of English language learners (ELLs) enrolled to qualify for a minimum subgrant of \$10,000 it may apply for a subgrant jointly in consortia with other districts. Districts with at least 10 ELLs are eligible to form a consortium with other districts.

Purpose

A consortium of districts receiving a Title III subgrant must meet the same requirements as districts receiving subgrants individually. This Memorandum of Understanding (MOU) outlines how the consortium will meet Title III requirements and details the roles and responsibilities of the member districts and fiscal agent of the consortium while providing students with a free and appropriate public education.

Parties to the MOU

Fiscal Agent: Eatontown Public Schools

Contact: Tara Micciulla

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Phone: 732-935-7838

Business Administrator: Lori Youngclaus

E-mail Address: lyoungclaus@eatontown.org

Phone: 732-935-3302

_____ (Name of School District)

Contact: _____

E-mail Address: _____

Phone: _____

Business Administrator: _____

E-mail Address: _____

Phone: _____

Duties and Responsibilities of Districts in Consortia

- Home Language Survey and eligibility assessment on file for each ELL
- Notifying parents of their child's eligibility for ESL services
- Ensuring there is at least one ESL endorsed teacher in the district
- Having an exit plan for English language learners
- Having a monitoring process for exited English language learners
- Notifying parents of missed Annual Measurable Achievement Objectives (AMAOs) for the district
- All LEP students will be assessed with the ACCESS for ELLs test.
- Developing and implementing an improvement plan if AMAO targets are not met. The improvement plan must address factors that prevented the AMAO targets from being met.
- Ensuring schools are meeting the needs of individual student

Duties and Responsibilities of Consortium Fiscal Agent

- All fiscal transactions of the consortium (requisitions, purchases, payments, etc);
- Maintenance of records of all financial transactions carried out on behalf of the consortium;
- Ensuring that funds are shared and spent to carry out goals in the application that benefit all consortium members equally;
- Submission of any necessary budget amendments; and
- Maintenance of the written agreement regarding consortium members’ participation.

Amendment or Termination of MOU

This MOU will become effective from the beginning of the State fiscal year in which it is signed and will remain in effect until the end of the fiscal year in which it is signed. A new MOU will be signed each year for which districts choose to receive funding and participate in Title III activities and for which the designated fiscal agent chooses to accept its role and responsibilities for the consortium. Any district that does not rejoin the consortium in this subsequent year and has carryover in this current year will not have access to the funds that were remaining due to the State restriction.

Limitations

The terms of the MOU are not intended to alter, amend, or rescind any provisions of Federal or State law. Any part of this MOU that conflicts with Federal or State law shall be considered null and void. In the event that any provision of this MOU conflict with Federal or State law, the provision of the law shall govern.

Approvals

The undersigned acknowledge agreement among all parties of the roles and responsibilities outlined above.

Eatontown Public Schools

Scott T. McCue		
Name of Superintendent	Signature of Superintendent	Date

_____ Public Schools

Name of Superintendent	Signature of Superintendent	Date