Title III, Part A Multilingual Learner (ML) Subgrant Memorandum of Agreement (MOA) between Consortium Lead District and Consortium Member District

**EXAMPLE**

**Introduction**

Under Title III, Part A, a State educational agency (SEA) shall not award a subgrant that would be less than $10,000 [Sec.3114(b)]. Federal funding varies from year to year resulting in an ever-changing multilingual learner (ML) minimum necessary to receive the minimum $10,000 Title III, Part A ML subgrant allocation. For (fiscal year), the minimum ML student count was approximately \_\_\_\_ (# of students provided by the state). Districts with fewer MLs than the student count did not qualify for a direct Title III, Part A subgrant in FY\_\_\_\_ unless they formed or joined a consortium to meet the minimum collectively.

**Purpose**

A consortium of districts receiving a Title III, Part A subgrant must meet the same requirements as districts receiving individual subgrants. This Memorandum of Agreement (MOA) details the roles and responsibilities of the consortium lead district and consortium members.

This MOA represents the agreement to form a consortium during the current school year to provide a consolidated Title III, Part A plan for MLs in their respective Local Education Agencies (LEAs). Based on the previous year’s PowerSchool 180 day ML count, your consortium is eligible to receive \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title III, Part A allocation for the current school year. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be responsible for acting as the fiscal agent for the consortium.

**Consortium Lead's Fiscal Responsibilities**

1. Claim up to the district’s maximum restricted indirect cost rate and/or 2% direct administration costs (optional);
2. Maintenance of the written MOA regarding consortium member's participation;
3. Submission of the consortium's collaboratively-developed Title III, Part A ML Program Plan, Assurances and Budget (including amendments) in Grants Electronic Management System (GEMS) and Grants Accounting Processing System (GAPS);
4. Ensuring that Title III, Part A funds are shared and spent to fully carry out the Multilingual Learner Program (MLP) plan, benefit all consortium members equally, and ensure fulfillment of Title III, Part A-required activities;
5. Control and document all fiscal transactions of the consortium (requisitions, purchases, payments, etc.) and the filing of required expenditure reports;
6. Review and pay invoices for services provided by consortium members, if applicable;
7. Keep fiscal records for at least six years following the end of the grant performance period;
8. Maintenance of records of all inventory lists and financial transactions carried out on behalf of the consortium;
9. Expenditure monitoring of all participating districts to ensure compliance with Title III, Part A supplement, not supplant requirements;
10. Fulfillment of data gathering, reporting, and documentation submission requirements, on behalf of the consortium, for Title III, Part A cross-functional monitoring purposes;
11. Ensure the fiscal lead non-competitive procurement policies are followed for all consortium members as applicable;
12. Encourage consortium members to adhere to district finance deadlines while honoring state and federal deadline allowability;
13. Abide by and ensure consortium members’ compliance with all terms, assurances, and conditions outlined in the Grant Award Notification (GAN); and
14. Serve as the consortium's fiscal agent for the duration of the subgrant’s period of availability or until all funds are expended.

**Consortium Lead's Program Duties and Responsibilities**

1. The consortium lead will serve as the liaison or contact for the consortium;
2. Ensure with the assistance of the South Carolina Department of Education (SCDE) that districts in its consortium fulfill their fiscal requirements;
3. Ensure equitable service requirements are met, including private schools within the consortium members’ districts;
4. Assist each district in its consortium to meet accountability requirements; and
5. Promote family and community participation in programs for MLs as specified in the common Title III, Part A application.

**Consortium Member's Fiscal Responsibilities**

In its role as a member of an assigned consortium, each member district will support programs and services as indicated below:

1. Work collaboratively with the consortium lead to create a consolidated Title III, Part A plan;
2. Submit invoices and supporting documentation for services conducted as part of the consortium agreement to the consortium lead in a timely manner by adhering to the fiscal lead district’s finance deadlines while honoring state and federal deadline allowability; and
3. Prior to incurring any costs, obtain approval from the consortium lead.

**Consortium Member's Program Duties and Responsibilities**

1. Maintain a Home Language Survey (HLS) and language-screening test on file for each ML;
2. Notify parents of their child's eligibility for MLP services;
3. Ensure the recommended ratio (see SCDE MLP Guiding Principles) has been met for serving ML students. ML educators must hold a valid South Carolina teaching license in the grade level they are teaching. ML teachers are encouraged, or required, depending on district policy, to hold or obtain an English for Speakers of Other Languages (ESOL) certification;
4. Develop an Individualized Language Acquisition Plan (ILAP) for each ML;
5. Provide appropriate MLP services;
6. Annually assess the English language proficiency (ELP) of all MLs;
7. Follow the four-year monitoring process for MLs who have met English proficiency (exited) based on the WIDA Screener (kindergarten first semester only) or the WIDA ACCESS annual ELP assessment;
8. Maintain accurate records of MLs within the district;
9. Conduct local family and community engagement activities; and
10. Adhere to the state [Multilingual Learner Program Guiding Principles](https://ed.sc.gov/policy/federal-education-programs/esea-title-iii-part-a-multilingual-learner-program/) with regard to the above mentioned and any additional programmatic requirements.

**Consortium Plan Requirements**

The consortium must develop a common plan to use Title III, Part A funds effectively and efficiently to ensure that MLs develop English proficiency and meet academic state standards. Each plan should clearly detail the activities that each consortium member will perform and must fall within the following three categories:

1. Increase the English language proficiency of MLs by providing effective language instruction educational programs that meet the needs of MLs;
2. Provide effective professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals and other school leaders, administrators, and other school or community-based organizational personnel; and
3. Provide and implement other effective activities and strategies that enhance or supplement language instruction educational programs for MLs, which include parent, family, and community engagement activities.

Additionally, the following reporting provisions are required:

1. A description of the programs and activities conducted by the entity with Title III funds received during the two immediately preceding fiscal years, which shall include a description of how such programs and activities supplemented programs funded primarily with State or local funds;
2. The number and percentage of MLs in the programs and activities who are making progress toward achieving ELP, as described in section 1111(c)(4)(A)(ii), in the aggregate and disaggregated, at a minimum, by MLs with a disability (MLWDs);
3. The number and percentage of MLs in the programs and activities attaining ELP based on State ELP standards established under section 1111(b)(1)(G) [ 20A ] by the end of each school year, as determined by the State’s ELP assessment under section 1111(b)(2)(G);
4. The number and percentage of MLs who exit the language instruction educational programs based on their attainment of ELP;
5. The number and percentage of MLs meeting challenging State academic standards for each of the four years after such children are no longer receiving services under this part, in the aggregate and disaggregated, at a minimum, by MLWDs;
6. The number and percentage of MLs who have not attained ELP within five years of initial classification as an ML and first enrollment in the local educational agency; and
7. Any other information that the State educational agency may require ([Accountability Manual](https://www.eoc.sc.gov/educators)).

**Amendment or Termination of MOA**

This MOA 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 period of performance for the applicable subgrant as stated on the GAN. A new MOA will be signed each year for districts choosing to receive funding and participate in Title III, Part A activities and for which the designated district chooses to accept its role and responsibilities for the consortium.

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

**Consolidation**

School districts that consolidate during an open subgrant(s) must expend the district’s allocation and goods must be received/services rendered on or before June 30 of the school year. Any necessary amendments in the Grants Electronic Management System (GEMS) and the Grants Accounting Processing System (GAPS) should occur as soon as possible by the fiscal lead to accommodate this timeline. Consortium members should contact the fiscal lead to submit any amendments as necessary.

If any Title III, Part A ML funds are unspent by July 1 of the new fiscal year, the funds will remain with the fiscal lead and consortium. Fiscal leads can determine the best use and needs for the remaining funds, as applicable, but should ensure all funding is spent and claimed. Consolidating districts are strongly encouraged to claim these funds before consolidation to avoid forfeiting any funds.

Additionally, all claims for expenditures occurring prior to June 30 should be entered into GAPS and submitted to the SCDE by the fiscal lead by August 15 of the new fiscal year. No exceptions. Please contact your fiscal lead to submit claims as necessary.

**Fiscal Lead Local Deadlines and Pertinent Details**

The fiscal lead is authorized to establish and communicate specific local deadlines or pertinent details for consortium members, as deemed necessary, within the framework of the MOA.

**Approvals**

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

The LEA representative's signature represents the indication that the consortium has met and conferred, and the member districts are in agreement with all stated requirements and responsibilities.

Signature of Authorized Representatives

**FY\_\_\_ Title III, Part A ML (20\_\_\_ - 20\_\_\_ School Year)**

| Lead Consortium District (LEA) |
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| Consortium Member District (LEA) |
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*Duplicate as Necessary*