

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

A district that will serve as the fiscal agent for districts wishing to form a consortium for Title III funding should obtain signatures as indicated on page 3. The number of signature lines needed can be adjusted by cutting or pasting signature lines in the table. Fiscal agents should return a signed hard copy of the Memorandum of Understanding (MOU) by August 31, 2023 to the following:

Alysha Nichols
Special Education & Title Services
900 SW Jackson St., Suite 620
Topeka, KS 66612
(785) 291-3097
anichols@ksde.org

Questions about Title III funding or program requirements should be directed to:

Twyla Sprouse
Education Program Consultant
ESOL/Bilingual & Title III
Kansas State Department of Education
900 SW Jackson St., Suite 620
Topeka, KS 66612
785-296-4906
tsprouse@ksde.org

Please visit the [ESOL webpage](#) for further information about English for Speakers of Other Languages (ESOL) and the Title III program.

Memorandum of Understanding

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Introduction

Under the Title III program, if a district does not have a sufficient number of English learners (ELs) 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 ELs 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

Districts in a consortium

Fiscal agent of the consortium

Duties and Responsibilities of Districts in Consortia

- Home Language Survey and eligibility assessment on file for each EL
- Notifying parents of their child's eligibility for English for Speakers of Other Languages (ESOL) services
- Ensuring there is at least one ESOL endorsed teacher in the district
- Having an individual Learning Plan on file for each EL
- Having an exit plan for English learners
- Having a monitoring process for exited English learners
- Designating one of the districts (or a service center) as its fiscal agent on the consortium assignments application page of the local consolidated plan
- Ensuring schools are meeting the needs of individual students

Duties and Responsibilities of Consortium Fiscal Agent

- Ensuring that districts in its consortium fulfill their requirements as listed above
- Maintaining separate financial records related to the grant
- Keeping all financial records for at least three years following receipt of the grant
- Making financial records available to the Kansas State Department of Education (KSDE) and consortium members upon request
- Disbursing funds in accordance with the purpose and regulation of Title III and the Notice of Final Interpretations
- Maintaining control of funds for the consortium. (Consortium members should not make purchases anticipating reimbursement from the fiscal agent for their expenditures; rather, the fiscal agent will review requests for expenditures and upon approval, make purchases or expenditures for the consortium members.)

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 (June 30) in which it is signed. A new MOU must 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.

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.

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Approvals

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

_____	, USD	_____
Name and Title (Consortium Fiscal agent)		USD Number and Name Date
_____	, USD	_____
Name and Title (District in Consortium)		USD Number and Name Date
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