



**Office of Bilingual and Migrant Education
Title III, Part A LEP Subgrant
Consortia Guidelines**

Under Title III, Part A (Section 3114 [b]), subgrants less than \$10,000 may not be made to individual districts. However, individual districts may join together to form a consortium in order to achieve the Title III, Part A Limited English Proficient (LEP) minimum \$10,000 grant award. The minimum number of students needed to meet the \$10,000 benchmark is approximately 110. The \$10,000 minimum grant award is calculated by taking the number of English language learners reported on a district's LEP Survey submitted to the Oklahoma State Department of Education (OSDE) and multiplying this number by the per pupil amount. The per pupil amount is determined after receipt of the Title III, Part A grant award from the United States Department of Education.

Two requirements of a Title III, Part A LEP Subgrant:

A local educational agency (LEA) receiving funds under section 3114(a) shall use the funds to:

1. Increase the English proficiency of limited English proficient children by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs in increasing—
 - a. English proficiency; and
 - b. Student academic achievement in the core academic subjects; and

2. Provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the setting of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel that is:
 - a. Designed to improve the instruction and assessment of LEP students;
 - b. Designed to enhance the ability of such teachers to understand and use curricula, assessment measures, and instruction strategies for LEP children;
 - c. Based on scientifically based research demonstrating the effectiveness of the professional development in increasing children's English proficiency, or substantially increasing the subject matter knowledge, teaching knowledge, and teaching skills of teachers;
 - d. Of sufficient intensity and duration to have a positive and lasting impact on the teachers' performance in the classroom (excluding activities such as one-day or short-term workshops and conferences unless the activity is a component of an established comprehensive professional development program for an individual teacher).

Please consider the following general guidelines in applying:

- ❖ Any district will be eligible to be a member of a consortium if it has reported English Language Learners (ELLs) via the LEP Survey.
- ❖ No district will be excluded if it wishes to join a consortium.
- ❖ Each member district must meet the two required activities of a Title III, Part A LEP Subgrant just as any individual district. See page one.
- ❖ Each member of the consortium will plan and deliver services to its ELLs. The consortium does not have to and is advised not to use the same program design within each member district.
- ❖ In order to calculate all three (progress in English, proficiency in English, and Adequate Yearly Progress) Annual Measurable Achievement Objectives (AMAOs), data will be compiled on behalf of the consortium by the OSDE.
- ❖ After meeting the requirements of English proficiency and professional development, consortia may choose among the following authorized activities:
 - Curricular materials
 - Technology
 - Intensification of instruction
 - Support personnel
 - Tutorials, mentoring, and academic or career counseling
 - Community programs/services
 - Parental involvement/outreach
 - Supplemental instructional services
 - Family literacy services

Please consider the following fiscal guidelines:

- ❖ The filing of the application for Title III, Part A LEP Subgrant monies on the School District Reporting Site (SDRS) is the sole responsibility of the fiscal agent of the consortium. Each member should not submit a Title III, Part A LEP Subgrant Application.
- ❖ The members of a consortium may choose the fiscal agent by consensus, or the member with the largest allocation will automatically become the fiscal agent.
- ❖ When forming a consortium, the fiscal agent should first acquire an appropriation in Fund 12 (for consortia) and not Fund 11 (for individual districts). The fiscal agent must then code all purchases to Fund 12.
- ❖ Submitting claims to the OSDE for reimbursement is the sole responsibility of the fiscal agent. If a member other than the fiscal agent submits a claim for reimbursement, the claim **will not** be paid. Member districts must submit their purchase orders through the fiscal agent. Only the fiscal agent may purchase materials and supplies on behalf of the consortium.
- ❖ Employees paid by the consortium must be employed by the fiscal agent, not by the member district.
- ❖ The fiscal agent for the consortium will retain the administrative and indirect costs for the consortium.
- ❖ Consortia may seek fiscal and/or programmatic guidance from the fiscal agent and the Director of the Office of Bilingual and Migrant Education, Oklahoma State Department of Education.

- ❖ In general, the Title III, Part A supplement, not supplant requirement is intended to ensure that services provided with Title III, Part A funds are **in addition to**, and do not replace or supplant, services that Limited English Proficient (LEP)/English Language Learner (ELL) students would otherwise receive.

Specific Responsibilities of Fiscal Agents:

- ❖ The fiscal agent of the consortium must have on file a Memorandum of Understanding (MOU) or alternative arrangement that outlines how the consortium will meet all Title III, Part A requirements, which includes the following: Title III, Part A AMAOs, parental notification to parents of participating ELL students, and participation in an improvement plan if the consortium as a whole fails to meet AMAOs for two consecutive years. This memorandum of understanding or alternative arrangement should be signed by superintendents of districts agreeing to be members of the consortium. See sample MOU on pages four through six.
- ❖ The fiscal agent is responsible for all fiscal transactions of the consortium (requisitions, purchases, and payments) and for maintaining records of all financial transactions carried out on behalf of the consortium.
- ❖ The fiscal agent is responsible for taking steps that result in all participating districts meeting their responsibilities under the Title III, Part A LEP Subgrant to the ELL students and families they serve.
- ❖ The fiscal agent is responsible for notifying parents of ELL students served under the Title III, Part A LEP Subgrant which AMAOs were met by the consortium.
- ❖ The fiscal agent is responsible for ensuring that an improvement plan, if required, is developed and a copy submitted to the Director of the Office of Bilingual and Migrant Education, Oklahoma State Department of Education.

Responsibilities of Member Districts:

Member districts must meet to discuss and develop a common Plan of Service, which is included in the Title III, Part A LEP Subgrant Application that meets the requirements of the Title III, Part A LEP Subgrant and other issues including the following:

- ❖ the needs of partner districts for improving services for ELL students;
- ❖ the needs of partner districts relating to professional development to improve instruction for ELL students; and
- ❖ a common plan to effectively and efficiently use Title III, A LEP funds to meet the identified needs of the consortium members.

Sample Consortium Memorandum of Understanding (MOU) 2009-2010

This Memorandum of Understanding represents the agreed upon program, services, and products to be provided to English language learners (ELLs) in the Oak School District, the Pine School District, the Cottonwood School District, and the Maple School District during the 2009-2010 school year. Oak School District will act as lead local educational agency (LEA) and member. The Consortium shall be named the Oak Consortium.

The Oak School District will be responsible for acting as the fiscal agent for the Oak Consortium and will file the required expenditure reports and maintain fiscal records. The Oak Consortium will plan to expend all Title III, Part A LEP funds during the 2009-2010 school year. If all funds are not expended and there is carryover, the Oak School District will continue to serve as the fiscal agent for the Oak Consortium until the funds are expended, for up to 12 additional months.

According to the 2009 Limited English Proficient (LEP) Survey submitted by the Members to the Oklahoma State Department of Education (OSDE), the Oak Consortium enrolled 150 ELL students, which results in a subgrant amount of approximately \$14,250. In its role as the Lead LEA, the Oak Consortium will support the programs, services, and products indicated below:

Date	Program/Service/Product	Approximate Cost
September 1, 2009	Lead LEA will claim 2% Administrative Costs (\$14,250 X 2%).	\$285
October 1, 2009	Reimburse purchase of 100 Spanish/English bilingual dictionaries and 15 bilingual dictionaries in other languages.	\$2,231
October 1, 2009, to June 1, 2010	Reimburse salary of afterschool tutor for 400 hours of service @ \$7.50 per hour.	\$3,000
October 1, 2009, to June 1, 2010	Reimburse costs of supplementary materials for afterschool.	\$4,734
November 15, 2009, to June 30, 2010	Provide professional development series regarding effective ELL student instructional practices to 40 consortium teachers at \$100 each.	\$4,000

Changes regarding the dates of provision or the scope and/or nature of these services must be made by agreement of all Members.

In addition to the above services and products, the Oak School District will coordinate quarterly meetings for the purpose of assessing the needs of the Consortium. In the event that the Consortium fails to meet the Annual Measurable Achievement Objectives (AMAOs) for one year, all parents of ELL students in the Consortium must be notified.

Parents of ELL students shall be notified:

- By the Consortium Members By the Consortium Lead LEA (Oak School District)

In the event that the Consortium fails to meet AMAOs for two consecutive years, the Consortium will meet to develop a Title III, Part A Consortium Improvement Plan. The Oak School District will coordinate the preparation of the Title III, Part A Consortium Improvement Plan and ensure its submission to the OSDE. All Members are responsible for the implementation of the Improvement Plan.

In the event that the Consortium dissolves, the remaining funds (carryover) will remain with the Consortium lead **unless** the member district joins a different Consortium or qualifies as an individual district (Fund 11) for a Title III, Part A LEP Subgrant by meeting the minimum \$10,000.

Signatures of all LEA representatives represent that the Members of the Consortium have conferred and the Members are in agreement to all stated.

Signatures of Authorized Representatives:

Print Name
Consortium Lead LEA Representative
(Superintendent or Designee)

Signature of Consortium Lead LEA
Representative (Oak School District)

Date

Print Name
Consortium Member LEA Representative
(Superintendent or Designee)

Signature of Member LEA Representative

Date

Print Name
Consortium Member LEA Representative
(Superintendent or Designee)

Signature of Consortium Member LEA
Representative

Date

Print Name
Consortium Member LEA Representative
(Superintendent or Designee)

Signature of Member LEA Representative

Date

Print Name
Consortium Member LEA Representative
(Superintendent or Designee)

Signature of Consortium Member LEA
Representative

Date

Print Name
Consortium Member LEA Representative
(Superintendent or Designee)

Signature of Member LEA Representative

Date