MEMORANDUM OF UNDERSTANDING

No Child Left Behind (NCLB), Title III – Limited English Proficient (LEP) Student Program Consortium

Memorandum of Understanding, 2013-2014 School Year

This Memorandum of Understanding represents the agreed-upon program, services and products to be provided to LEP students in *(list the consortia members here*), during the 2012-2013 school year. (List the Fiscal Agent here) will act as lead Local Education Agency *(LEA*) and member. The consortium shall be named the (*name of Consortium*).

The (*name of Fiscal Agent*) will be responsible for acting as the fiscal agent for the Consortium and will file the required expenditure reports and maintain fiscal records. The Consortium will plan to expend all Title III funds during the 2013-14 school year. If all funds are not expended and there is carryover, the (name of consortium) will continue to serve as the fiscal agent for the Consortium until the funds are expended, for up to 12 additional months, **after which the Utah State Office of Education (USOE) will bill the (Fiscal Agent name) for any remaining balance.**

The Fiscal Agent is the designated liaison between the LEAs of the consortium and USOE. USOE will consider the Fiscal Agent the main agency responsible when discussing; fiscal management, Consortium needs and concerns, meeting AMAOs, notifying of LEP children's parents should the consortium fail to meet AMAOs, etc. (See "Guidelines for Establishing a Title III Consortium" for full listing of responsibilities.) NOTE: Beginning 2009, an individual AMAO report from each LEA in a consortium is required.

EXAMPLE:
The (name of consortium) enrolled (number of LEP students in Consortium) LEP students, which results in a subgrant amount of approximately (approx. total costs of services offered). In its role as the lead LEA, the (Fiscal Agent) will support a total amount of programs, services, and products as indicated below:

Program/Service/Product	Approximate Cost

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

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

Parents of LEP students shall be notified:

❑ By the Consortium member LEAs ❑ By the Consortium lead (Fiscal agent)

In the event that the Consortium fails to meet AMAOs for two consecutive years, the Consortium will meet to develop an LEA Improvement Plan Addendum. (Fiscal Agent) will coordinate the preparation of the LEA Improvement Plan Addendum and ensure its submission to USOE. All members are responsible for the implementation of the LEA Improvement Plan Addendum.

Lastly, (Fiscal Agent) will be responsible for completing and submitting the Consortium budget and any other evaluation necessary to the USOE. Signature of the LEA representative represents the consortium has met and conferred and the member LEAs are in agreement to all stated.

Signatures of Authorized Representatives:

Print Name Consortium Lead (Fiscal Agent) Representative (Superintendent or Designee) Signature of Member LEA Representative *Date*	Print Name Consortium Member LEA Representative (Superintendent or Designee) Signature of Member LEA Representative *Date*
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