

Wayne County Regional Educational Service Agency (WRESA)
English Learners (EL) Consortium 'Capture' Agreement
2015-16SY

This Agreement to implement a Memorandum of Agreement regarding the Title III between the
WRESA and (LEA/PSA) Multicultural Academy, commencing on July 1, 2015
Official Name of Entity **Date**

WHEREAS, the parties to this agreement desire to cooperate by entering into a Memorandum of Agreement for WRESA to capture allocated funds on behalf of the LEA / PSA in accordance with Title III of Elementary and Secondary Education Act [ESEA] under direction from the Michigan Department of Education, the WRESA and LEA/PSA set forth their respective responsibilities under this EL Consortium "Capture" Agreement. Authority for establishing such a consortium is found in state legislation and administrative rule (Section 380.1153) as amended.

1.0 SCOPE OF THE AGREEMENT:

NOW, THEREFORE, IT IS AGREED: WRESA will capture Title III allocated funds made available to the _____ system under ESEA. Reimbursement funding will be paid to MULTICULTURAL ACADEMY after they provide WRESA with supporting documentation that the funding has been spent to support allowable Title III expenditures. These Federal funds are paid based on a cost reimbursement basis. A 2% administrative fee on all reimbursed costs for fiscal compliance and oversight will be assessed.

1.1 The WRESA agrees to provide:

- a) *Management and reporting of PL 89-10 (ESEA) compliance issues relating to Title III consortium member application process.*

1.2 Constituent local (LEA, PSA) consortium districts agree to:

- a) *Comply with state and federal laws, rules, regulations, policies and practices with regard to the use of Title III funds.*
- b) *Test using the state WIDA test or screen those students who report a home or primary language other than English by use of one of the accepted procedures which conform with state administrative rules 388.701, 388.703, 388.704 for the identification of students;*
- c) *Maintain student data; names, grade level, schools, and WIDA test reports and scores and other MDE requested information about students eligible for Title III services as stated in administrative rule 388.705 and Sec. 3217 (c)(1) of Title III.*
- d) *Maintain MiSTAR or other student information system files containing updated records on EL students in district/PSA including:*
- 1) *withdrawal notices received from parents in accordance with section 380.1155 of the Michigan Revised general school code;*
 - 2) *student progress in class work and on standardized tests reflecting their progress toward proficiency on state standards (Title III);*
 - 3) *notification letters sent annually to parents regarding student's participation in special programs to enhance English language proficiency (Title III);*
 - 4) *parent communications (fliers and letters) in home language;*

- 5) *evidence of monitoring student progress for 2-years following exit from EL program services with an alternative Support Service Plan developed and executed for all students who are not making adequate progress (FLEP Students).*

2.0 **TERMS:**

2.1 This Agreement remains in force and effect through June 30, 2016

2.2 In the event of a breach of any of the LEA/PSA obligations under this agreement, WRESA may terminate this Agreement by providing the LEA or PSA with written notice of such breach, so long as LEA or PSA fails to take steps to cure such breach within thirty (30) days after receiving WRESA's written notice of such breach or alleged breach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

DATE 6-4-2015 BY Patricia Eggleston
Local LEA/PSA Superintendent or Designee

DATE 6-19-15 BY [Signature]
WRESA Deputy Superintendent or Designee