



# Carbon Lehigh Intermediate Unit #21

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## CLIU 21 Title III Consortium 2026-2027

### Memorandum of Understanding with Lehigh Area School District

This memorandum of understanding indicates an agreement to participate in and abide by the terms and conditions of the CLIU 21 Title III Consortium for LEAs that do not meet the \$10,000 threshold for self-maintenance of this federal grant and/or select participation in consortium management of this grant. The CLIU 21 Title III Consortium may include school districts, full-time career and technical institutes, and charter schools that meet Title III Consortium criteria and agree to program requirements.

### Title III Program Requirements

All Title III-recipient LEAs and members of regional Title III, Part A consortia must adhere to several general requirements of the law as well as perform the three Required Subgrantee Activities described in ESEA/ESSA §3115(c).

#### General Assurances

1. The LEA assures compliance with the standardized, statewide English learner (EL) entrance and exit procedures and identifies students for EL status within 30 days of enrollment in a school in Pennsylvania [ESEA/ESSA § 3113(b)(2) and 1112(e)(3)].
2. The LEA assures compliance with Sec. 1112(e), Parents Right-to-Know, prior to, and throughout, each school year as of the date of application [ESEA/ESSA § 3116(b)(4)(A)].
3. The LEA assures that it is not in violation of any State law, including State constitutional law, regarding the education of English learners, consistent with Sections 3125 and 3126 [ESEA/ESSA § 3116(b)(4)(B)].
4. The LEA assures that each school with English learner students receives funds from non Federal sources to fulfill the LEA's obligations under Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act (EEOA), before using Title III, Part A funds for language services to EL students [ESEA/ESSA § 3115(g)].
5. The LEA assures that it complies with the requirement in section 1111(b)(2)(B)(ix) regarding assessment of English learners in English [ESEA/ESSA § 3113(b)(3)(A)].
6. The LEA assures that it annually assesses the English proficiency of all English learners participating in a program funded under this subpart, consistent with ESEA/ESSA §1111(b)(2)(G).
7. The LEA assures that consultation took place with teachers, researchers, school administrators, and parents and family members, community members, public or private entities, and institutions of higher education, in developing and implementing its educational plan for English learners [ESEA/ESSA § 3116(b)(4)(C)].
8. The LEA assures that it has selected one or more methods or forms of effective instruction to be used in Title III-funded programs and activities to assist EL students attain English proficiency and meet challenging state academic standards [ESEA/ESSA § 3115(f)(1)].
9. The LEA assures that, if applicable, it will coordinate activities and share relevant data under its plan with local Head Start and Early Head Start agencies, including migrant and seasonal head Start agencies, and other early childhood education providers [ESEA/ESSA § 3116(b)(4)(D)].

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10. The LEA assures that all teachers in any Title III-funded language instruction educational program are fluent in English and any other language used for instruction, including having written and oral communications skills [ESEA/ESSA § 3116(c)].
11. The LEA consults with officials of private schools in a timely and meaningful manner to make available equitable Title III, Part A services to eligible English learners and immigrant children attending private schools located within the LEA's geographical boundaries [ESEA/ESSA § 9501].

## Title III Resources and Activities:

1. Resources and/or reimbursement for purchases will be offered and distributed according to stated LEA allocations, presuming participation in accordance with Federal Title III spending guidelines; funds remaining after final call for allocation expenditures 30 days prior to grant closure will be redistributed to best meet the needs of the consortium, and the requirements of the grant.
2. Title III activities are designed to meet the needs of individual LEAs while allowing for equal distribution of resources. Activities offered through Title III funds are designed to meet the needs of students with limited English proficiency and their parents, as well as the school personnel who serve them. These activities include but are not limited to:
  - a. Customized and sustaining ESL Professional Development;
  - b. Funding for Tutoring;
  - c. Parent Outreach Programs;
  - d. Career and Higher Education outreach activities;
  - e. Purchase of technology to supplement and enhance instruction;
  - f. Purchase of instructional materials to supplement instruction; and
  - g. Professional collaboration.

## CLIU Responsibilities

1. Maintenance of the written MOU or agreement regarding consortium members' participation, uploaded to the Consolidated Application as an attachment.
2. Submission of the consortium's collaboratively developed Title III, Part A program plan, assurances and budget in the Consolidated Application.
3. Monitoring use of Title III funds, including ensuring the funds are shared and spent to fully carry out the program plan, benefit all consortium members, and ensure fulfillment of Title III, Part A-required activities.
4. Control of all fiscal transactions of the consortium (requisitions, purchases, payments, etc.).
5. Maintenance of records of all inventory lists and financial transactions done on behalf of the consortium.
6. Expenditure monitoring of all participating LEAs to ensure compliance with Title III, Part A supplement, not supplant requirements.

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7. Organizing Title III consortium members' meetings, professional development or other related effective activities.
8. Fulfillment of data gathering, reporting and documentation submission requirements, on behalf of the Consortium, for Title III, Part A monitoring and reporting purposes.
9. With consortium members, assist in coordinating activities and share relevant data under its plan with local Head Start and Early Head Start agencies, including migrant and seasonal head Start agencies, and other early childhood education providers
10. Compilation of data received from member AUNs and enter aggregated responses into the Title III Professional Development Excel Reporting Tool. This will provide a single, District Fact template record that reports the entire Professional Development requirement for the entire Consortium membership, designated under the AUN of the Lead agency.
  - a. <https://www.education.pa.gov/Documents/TeachersAdministrators/PIMS/Excel%20Reporting%20Tools/Title%20III%20Professional%20Development%20Activities%20Survey.xls>
  - b. Note: It is recommended that the Lead Agency (and Member AUNs) retain copies of individual Member LEA data for record keeping purposes.
11. Should the consortium fail to meet Title III growth targets, the CLIU as the lead fiscal agent will:
  - a. Assist in developing an improvement plan and ensure the plan is submitted to the SEA. Included in the plan will be:
    - i. The specific areas that caused the failure to meet AMAOs; and
    - ii. The responsibilities of both the fiscal agent and the LEA members regarding the development and implementation of the plan.
  - b. Assist the individual districts in notifying parents within 30 days in an understandable format, and to the extent practicable, in a language the parent can understand.

## LEA Responsibilities

1. Reviewing Title III guidelines and requirements
2. Completing any delegated tasks
3. Completing all obligations as outlined in the Title III plan or funding application
4. Providing data to meet annual data reporting requirements, including:
  - a. Number of students serving in Title III programs
  - b. Number of teachers serving in Title III programs
  - c. Completion of the Title III Professional Development Excel Reporting Tool and submitting the file to the point of contact for their LEA's designated Lead Agency Contact
    - i. <https://www.education.pa.gov/Documents/TeachersAdministrators/PIMS/Excel%20Reporting%20Tools/Title%20III%20Professional%20Development%20Activities%20Survey.xls>
    - ii. Note: It is recommended that the Member AUNs (and Lead Agency) retain copies of individual Member LEA data for record keeping purposes.
5. With consortium lead, cross-coordinate activities and share relevant data under its plan with local Head Start and Early Head Start agencies, including migrant and seasonal head Start agencies, and other early childhood education providers

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## 6. Nonpublic consultation

- a. Consortium lead holds responsibility for uploading Nonpublic Affirmation of Consultation to the Title III application
- b. Consortium lead holds responsibility for the provision of services
- c. Consortium lead holds responsibility for monitoring the provision of services

## Term

This MOU shall commence on July 1, 2026, or at the submission of the consortium application, and terminates on September 30, 2027, or upon completion of grant requirements and expenditures. 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.

## Fees

CLIU reserves the right to collect 2% indirect costs on the total Title III consortium allocation.

## 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. If any provision of this MOU conflict with Federal or State law, the provision of the law shall govern.

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## CLIU 21 Title III Consortium 2026-2027 Agreement

By signing below, you agree to the terms and conditions set forth by the U.S. Department of Education and the Pennsylvania Department of Education regarding Title III requirements and membership in the CLIU Title III Consortium.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
LEA

\_\_\_\_\_  
Primary Title III Contact

\_\_\_\_\_  
E-mail Address of Contact

### CLIU #21 Authorized Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Dr. Gregory S. Koons, Executive Director

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