



## 2026-27 Title III – English learner and Immigrant Youth Consortium Agreement

### PURPOSE

The State of Oregon awards Title III to Consortium Leads for the purpose of establishing and improving programs and projects that are designed to meet the special educational needs of children of who hold English Learner or Immigrant Youth status.

By accepting Title III funds, Consortium Leads commit to implementing high quality services and programs aligned with State and Federal statues, rules as well as federal civil rights determinations. All programs supporting Title III qualifying students are grounded in research and evidence of success that enable migratory children to succeed in school.

This Agreement describes the responsibilities of Consortium Leads and Member Districts to administer their Title III Instructional Program.

### NAME / ORGANIZATION

A Consortium shall consist of the member districts and consortium lead.

“Consortium Lead” means the public school district or Education service district that will serve as the Fiscal Agent and may support consortium member districts with each member district’s EL instructional program.

“Member District” or “Consortium Member” means each public school district that has agreed to participate in the Consortium program, including the Consortium Lead.

“Administrators” mean the superintendents of each public school district that has agreed to participate in the Consortium program, including the Consortium Lead.

“Fiscal agent” means the public school district or education service district that is established within the terms of this Agreement to submit Title III subgrant budget narratives and claims, and to provide the administrative business services on behalf of the Consortium.

### TERM OF AGREEMENT

When executed by the undersigned parties, this Agreement is effective as of October 1, 2026 (“Effective Date”), and unless extended or terminated earlier in accordance with its terms, will expire on September 30, 2027.

## CONSORTIUM LEAD RESPONSIBILITIES

The Consortium Lead shall serve as the fiscal agent and federal subgrantee for purposes of all administrative business services associated with participation in the Consortium pursuant to the terms of this Agreement. The fiscal agent shall receive the Title III subgrant on behalf of the Consortium. As fiscal agent for the Consortium, the Consortium Lead agrees to complete the following specific responsibilities on the Consortium's behalf:

- The Consortium Lead must have a federal tax identification number.
- The Consortium Lead must maintain copies of this agreement signed by all superintendents of the Consortium Members including the fiscal agent.
- The Consortium Lead must maintain the written agreement regarding consortium members' participation.
- The Consortium Lead must submit the consortium agreement(s) signed by all Consortium Member administrators to the Oregon Department of Education (ODE) no later than September 30th of the grant year. Please note: Budget authority cannot be granted to the fiscal agent of the Consortium until all required signatures have been submitted to ODE.
- The Consortium Lead must notify ODE Title III staff by January 30th of the year preceding the grant year if the Consortium Lead has decided to discontinue as Consortium Lead. This due date is necessary in order for ODE staff and Consortium Members to discuss options for the next grant year.

## MEMBER DISTRICT RESPONSIBILITIES

By signing this agreement, each Consortium Member agrees to be a Member of the Consortium and to adhere to the terms of this agreement. Each Consortium Member agrees to provide timely input and feedback on proposed budget narratives and amendments prior to submission to the Oregon Department of Education. Consortium Members are encouraged to participate in the development of program and budget priorities to advance the goals of the ESSA Title III Instructional Program.

Annually notify the Consortium Lead if the member district will be discontinuing to participate in Title III for the following school year, no later than January 30<sup>th</sup>.

## ADMINISTRATION

The Consortium shall be governed and administered by the Consortium Lead with active input from all Consortium Members. The Consortium Lead shall invite and maintain a process for all Consortium Members to participate in the planning, budgeting, and review of the ESSA Title III Instructional Program.

- The Consortium Lead shall solicit participation from all Consortium Members to provide input and feedback on proposed budget narratives and amendments. The Consortium Lead shall make consistent efforts to obtain input and participation from all Consortium Members through written communication and coordinating meetings with Consortium Members. Upon request, the Consortium Lead shall provide ODE with evidence of

communication to Consortium Members, including engagement in the budget development process.

- Consortium Members shall appoint a representative to provide input and feedback on proposed budget narratives and amendments, if they have the time and resources to do so.
- The Consortium Lead shall submit Title III Budget Narratives and claims to ODE in a timely manner, in accordance with the established due dates set forth by ODE.
- The Consortium Lead is responsible for all fiscal monitoring documentation.

### INDEPENDENCE RETAINED

It is expressly understood and agreed to by the Consortium Members that nothing contained in this Agreement shall be construed to create a partnership, association, or other affiliation or like relationship between the Consortium Members, it being specifically agreed that their relationship is and shall remain that of independent parties participating in a cooperative mutual relationship in the Consortium. In no event shall a school district or educational service district be liable for the debts and obligation of another school district or educational service district.

### DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party will bear its own costs incurred for any mediation or non-binding arbitration.

### FINANCIAL PROVISIONS

The Consortium Lead shall authorize only those expenditures that are reasonable and necessary to accomplish the objectives of the Title III Instructional Program described above, following the federal Uniform Grant Guidance, Education Department General Administrative Regulations (EDGAR), and Oregon state law.

The Consortium Lead shall follow the principles of "supplement, not supplant" in all spending decisions.

The Consortium Lead will seek prior approval from the Oregon Department of Education grant manager for any budget amendments equal or greater than 10 percent from or to any program line items and ensure Consortium Members are apprised of proposed budget amendments.

The Consortium Lead understands that if the consortium funds any activity with Title III funds prior to having an approved budget narrative application for that activity, the purchase of that activity is subject to allocability. If that activity is found to be not allowable/allocable with Title III funds then the Consortium Lead assumes all financial risk associated with that expenditure.

APPLICATION OF LAWS, RULES AND REGULATIONS

This Agreement and all policies, rules, and regulations adopted by the administrators to govern the operation of the program shall comply with the laws of the state of Oregon, with rules and regulations of the Oregon Department of Education, and with federal laws and regulations. Any provisions of this Agreement in conflict therewith shall be null and void and the remainder of the Agreement shall be binding upon all members.

All Consortium Members shall refrain from any action, which would violate any law, rule, policy, or regulation of any governmental body or agency having jurisdiction over this Agreement. All Consortium Members agree to cooperate as needed to assure that all required services and responsibilities are provided by the Consortium Members and that the educational programs and activities are operated in compliance with all applicable laws.

BINDING EFFECT

Upon execution by the undersigned, this Agreement shall be binding upon the Consortium Lead and Consortium Members hereto and any successors they assign.

Consortium Lead District/ESD: \_\_\_\_\_

Name of Consortium Lead Superintendent: \_\_\_\_\_

Signature of Consortium Lead Superintendent: \_\_\_\_\_

Date \_\_\_\_\_

Consortium Member District: \_\_\_\_\_

Name of Consortium Title III Coordinator: \_\_\_\_\_

Signature of Consortium Title III Coordinator: \_\_\_\_\_

Date \_\_\_\_\_

Name of Consortium Member Superintendent: \_\_\_\_\_