

MEMORANDUM OF UNDERSTANDING BETWEEN

**Fort Thomas Independent School District,
Dayton Independent School District,
And
Beechwood Independent School District**

This Memorandum of Understanding (“MOU”), effective on this ____ day of May 2024 (“Effective Date”), is entered into and between **Fort Thomas Independent School District** (“Fort Thomas”) a public school district and **Dayton Independent School District** (“Dayton”), a public school district, and **Beechwood Independent School District** (“Beechwood”) a public school district, all school districts exist under the laws of the Commonwealth of Kentucky, together herein referred to as “Parties”;

WHEREAS, Fort Thomas, Dayton, and Beechwood desire to form a Title III Consortium (“Consortium”) under Title III, Part A, Sec. 311-315 of the Higher Education Act (HEA) of 1965, as amended, 20 U.S.C. 1057-1059b (“Title III”).

WHEREAS, Fort Thomas will serve as the fiscal agent who is responsible to the Kentucky Department of Education (“KDE”) for the grant.

WHEREAS, it is the Parties’ understanding that each Party is responsible for fulfilling its fiscal and programmatic responsibilities under Title III;

WHEREAS, Fort Thomas, Dayton, and Beechwood school districts desire to collaborate to ensure that they collectively have met or exceed the \$10,000 threshold; and

WHEREAS, the Parties desire to set forth their respective rights, duties, obligations, to facilitate the formation of the Title III Consortium;

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, the Parties hereto agree as follows:

RESPONSIBILITIES OF ALL CONSORTIUM MEMBERS:

All districts have an obligation under Title VI and the EEOA (Equal Educational Opportunities Act) to:

- Identify and assess all potential English Learner students (“EL students”);
- Provide EL students with a language assistance program that is educationally sound and proven successful;
- Provide sufficiently well-prepared and trained staff and support the language assistance programs for EL students;

- Ensure that EL students have equal opportunities to meaningfully participate in all curricular and extracurricular activities;
- Avoid unnecessary segregation of EL students;
- Ensure that EL students who have or are suspected of having a disability are identified, located and evaluated in a timely manner and that the language needs of students who need special education and disability-related services because of their disability are considered in evaluations and delivery of services;
- Meet the needs of EL students who opt out of language assistance programs;
- Monitor and evaluate EL students in language assistance programs to ensure their progress with respect to acquiring English proficiency and grade level content knowledge, exit EL students from language assistance programs when they are proficient in English, and monitor exited students to ensure they were not prematurely exited and that any academic deficits incurred in the language assistance program have been remedied;
- Evaluate the effectiveness of a school district's language assistance program(s);
- Ensure meaningful communication with limited English proficient parents; and
- Provide equitable services to non-public schools within the district.

RESPONSIBILITIES OF FORT THOMAS:

1. Fort Thomas shall serve as the Title III Consortium's fiscal agent. In doing so, they will file the required expenditure reports and maintain fiscal records.
2. Fort Thomas will conduct and document the meetings and correspondence with the Parties to determine the needs and activities of the Consortium;
3. Fort Thomas will monitor expenditures of all the Parties to ensure compliance with Title III and to not supplant Title III requirements;
4. Fort Thomas will upload the completed MOU to the Title III Related Documents section of GMAP (the KDE Grant Management Application and Planning);
5. Fort Thomas will complete and submit the Title III application in GMAP (the program plan and corresponding budget should reflect information for all Parties);
6. Fort Thomas will ensure the Parties fulfill their fiscal and programmatic responsibilities under Title III (adhering to the Title III plan, meeting grant requirements, spending funds within the grant award period, etc.); and
7. Fort Thomas will submit evidence to KDE if there is a finding during monitoring visits.

RESPONSIBILITIES OF DAYTON and BEECHWOOD:

1. Dayton and Beechwood shall develop a District Lau plan (the local English Language Learner Plan) and having it accessible to the public on the district's website (each consortium member and the fiscal agent must have their own Lau plan);
2. Dayton and Beechwood shall develop a committee consisting of individuals who have an invested interest in the student's education (such as guardians, regular education teachers, EL teacher, counselor, principal, etc.) to create Program Service Plans for English Learners;
3. Dayton and Beechwood shall participate in meetings, correspondence and other interaction with the fiscal agent to facilitate administration of the grant;
4. Dayton and Beechwood shall provide an effective description of both the core EL and Title III programs that the fiscal agent may use when completing the GMAP application; and
5. Dayton and Beechwood shall submit any required documentation to the fiscal agent in a timely fashion.

TERM:

The term of this MOU shall run through the end of the 2024-2025 school year or until July 1, 2025; whichever date occurs first.

MISCELLANEOUS:

1. The agreement detailed herein addresses the **Title III Consortium ONLY** and nothing in this agreement shall be construed as an obligation for any of the Parties to provide services to any students that aren't enrolled in their own district. The districts have formed a consortium so that the fiscal agent will distribute a portion of the Consortium's allocation to each member district based on the number of ELs in each district.
2. Nothing herein will be deemed to create any form of partnership, principal-agent relationship, employer-employee relationship, or joint venture between the parties hereto. Neither Party has any authority to bind or obligate the other Party in any manner whatsoever. This MOU does not appoint, designate or constitute either Party as an agent of the other Party. Unless expressly stated herein, no Party shall be responsible in any way for any obligation or liability incurred or assumed by the other Party.
3. All Parties agree they will comply with all applicable federal, state and local laws, rules and regulations.
4. The Parties warrant that they are not engaged in a joint enterprise or joint venture, and that the benefits and obligations arising under this MOU are only applicable to the signing Parties.

5. No Party waives any legal defenses conferred to them under either state or federal law, including defenses of sovereign or governmental immunity.
6. This Memorandum of Understanding shall be governed and construed under the laws of the Commonwealth of Kentucky, with exclusive jurisdiction lying in the Campbell County Circuit Court.

IN WITNESS WHEREOF, the Parties Have Executed This Memorandum of Understanding as of the Dates Indicated Below:

BY: **Fort Thomas Independent Public School District**

Signature: _____

Name: _____

Date: _____

Title: _____

BY: **Dayton Independent Public School District**

Signature: _____

Name: _____

Date: _____

Title: _____

BY: **Beechwood Independent Public School District**

Signature: _____

Name: _____

Date: _____

Title: _____