

**Education Service Center, Region 20
2016-2017 Shared Services Agreement
Title III, Part A LEP/IMMIGRANT
English Language Acquisition, Language Enhancement,
and Academic Achievement Act**

School District:

The Education Service Center, Region 20 (ESC-20) Limited English Proficient/Recent Immigrant Shared Services Agreement is a consortium of districts and charter schools that combine Title III federal monies, using ESC-20 as the fiscal and administrative agent, to maximize funding through cooperative spending.

ESC-20 will:

- Assist in the review and analysis of district and campus data and plans that address client and student needs.
- Complete and submit the Title III application and amendments within specified deadlines.
- Provide technical assistance in the completion of the annual Title III evaluation.
- Provide staff development that addresses client needs in the areas of language instruction, family literacy, assessment procedures and academic achievement.
- Assist in developing and implementing language instruction programs and academic content instruction programs.
- Provide support to districts to build internal capacity for systemic support of staff development efforts.
- Provide resources to assist districts in promoting parental and community participation in language instruction programs.
- Identify an ESC-20 staff member who will be the point of contact for Title III SSA member clients.
- Commit to providing high quality services to member clients.
- Provide financial accounting for Title III, Part A funds which includes, but is not limited to, ensuring all funds are expended in accordance with applicable laws and regulations for the funding source.
- Complete Title III, Part A compliance reports as mandated by guidelines. It is agreed and understood that the fiscal agent assumes no responsibility for a member LEA's failure to maintain its effort.
- Perform all budgeted and accountability responsibilities related to this agreement.

Member LEAs will:

- Assign the Title III, Part A allocation to the ESC-20 Title III, Part A Shared Services Agreement in the NCLB Consolidated Federal Grant Application.
- Identify a district staff who will be responsible for working with ESC-20 to disseminate information to designated district staff.
- Provide appropriate data for needs assessment.
- Provide parent notification: a) to parents of participating students if the LEA fails to meet Annual Measurable Achievement Objectives (AMAOs), b) within 30 days of beginning of school or within two weeks of identification to parents of students identified for participation in Title III, Part A Program.
- Participate in planning the goals and objectives established by the consortium.
- Provide information related to private school participation in the district.

- Provide appropriate data for performance measures in a timely manner as required by law.
- Complete the required annual evaluation report with assistance from ESC-20 staff.
- Hire, evaluate, and terminate district personnel in compliance with Title III, Part A funding guidelines.
- Attend face to face meetings with fiscal agent.

Notes:

- As the fiscal agent, ESC-20 is responsible for the appropriate expenditure of all funds disbursed to the LEA from this SSA.
- ESC-20 may, at any time, request documentation for flow-thru funds expended from this source.
- If a member LEA leaves the cooperative, the federal roll-forward (carryover) funds will remain with the Shared Services Agreement.
- If the Shared Services Agreement is terminated, assets acquired using Title III, Part A funds will be distributed, as appropriate, among member LEAs. Assets should be tracked and not disposed of without prior approval from ESC-20.
- A member LEA will be held liable for legal fees due to complaint, grievance, litigation, and refund liability resulting from on-site monitoring or audit.
- Any additional entitlements released during the fiscal year will not necessitate additional district LEAs signatures.
- The ESC-20 Title III, Part A SSA will operate a budget prepared in accordance with guidelines established by the Texas Education Agency. Member LEAs acknowledge that Federal funds earmarked for Title III, Part A flow directly to the Fiscal Agent from the TEA. Administrative costs, including, but not limited to, all costs and salaries related to the ESC-20 Title III, Part A SSA Program including but not limited to coordinator, educational specialists, office staff, and contracts with outside service providers, including, but not limited to consultants, as well as any uncontrollable costs incurred by ESC-20 Title III, Part A SSA.
- As the fiscal agent, ESC-20 may purchase goods and services necessary to administer and operate the ESC-20 Title III, Part A SSA. All non-consumable instructional materials purchased by ESC-20, as defined herein, using ESC-20 Title III, Part A SSA funds, shall be deemed property of the ESC-20 Title III, Part A SSA.

Commitment: We, the undersigned, do hereby express our understanding of an agreement with the provisions of this document and acknowledge that all agreed upon services and products are contingent upon receipt of grant award.

 Superintendent or Designee Signature

 Jeff Goldhorn, Ph.D.
 Executive Director
 Education Service Center, Region 20

 Date

 Date