**PROFESSIONAL DEVELOPMENT PROGRAM CONSORTIUM AGREEMENT**

**SAMPLE TEMPLATE**

Certain entities that apply to the Professional Development Program are required to do so as consortium applicants, and must enter into a binding agreement with each other. To assist consortium applicants, the Department has prepared a sample consortium agreement. Consortia are not required to use this sample and should consult with their attorneys on what is most appropriate for their consortia. The following sample is an example of a consortium agreement between an institution of higher education (IHE) and an Indian tribe, but there are other entities that may enter into a consortium. As stated in the Notice Inviting Applications for this competition, the eligible entities are:

(1) An IHE or a Tribal College or University (TCU);

(2) A State educational agency in consortium with an IHE or TCU;

(3) A local educational agency (LEA) in consortium with an institution of higher education;

(4) An Indian Tribe or Indian organization in consortium with an IHE or TCU; or

(5) A Bureau of Indian Education (BIE)-funded school, in consortium with at least one TCU, where feasible.

Note that the eligibility of an applicant that is an IHE or TCU, or an applicant requiring a consortium with any IHE or TCU, requires that the IHE or TCU be accredited to provide the coursework and level of degree or Native American language certificate required by the project.

**I. General Agreement**

This agreement is between University A and Tribe B.

University A certifies that it is a Institution of Higher Education (as defined by 34 CFR § 263.3).

Tribe B certifies that it is an Indian tribe.

Both parties are applying in consortium for the Professional Development Program Grant for Fiscal Year (FY) \_\_ in accordance with 34 CFR § 75.127-129.

**II. Designated Lead Applicant**

University A agrees to act on behalf of both parties as the designated lead applicant (as required by 34 CFR §75.128(a)(1)).

**III. Legal Responsibilities**

Both parties acknowledge that they are legally responsible to do the following if they are selected to receive the grant:

(a) Carry out the activities in Section IV below; and

(b) Use the funds that it receives under the agreement in accordance with 34 CFR part 263 and all other Federal requirements that apply to the grant.

University A acknowledges that, if the consortium is awarded funds, as the designated lead applicant it is legally responsible for the following:

(a) The use of all grant funds;

(b) Ensuring that the program is carried out by the group in accordance with Federal requirements; and

(c) Ensuring that indirect cost funds are determined as required under 34 CFR § 75.564(e).

**IV. Activities**

As required under 20 USC § 7442(d), grant funds must be used for activities that provide support and training for Indian individuals in a manner consistent with the purpose of the Professional Development Program. Below are the activities both parties have agreed to perform:

University A agrees to:

*(Please list the program-specific activities that your organization agrees to perform. The activities below are examples of possible activities.)*

(1) Provide teacher training that will lead to a bachelor’s degree in education before the end of the award period, and that enables the individuals to meet the requirements for full State certification or licensure as a teacher; and

(2) Train teachers in specialized teaching areas.

Tribe B agrees to:

*(Please list the program-specific activities that your organization agrees to perform. The activities below are examples of possible activities.)*

(1) Recruit potential students to enter into the Professional Development program;

(2) Assist students with job placement in local education agencies (including BIE-funded schools) that serve a high proportion of Indian students;

(3) Consult with University A to carefully select a pedagogy as well as teachers and elders to participate as mentors in the two- year induction service;

(4) Provide training in cultural competence for the University teaching staff; and

(5) Act as the liaison with local BIE-funded schools.

Both parties agree to:

*(These activities may be included in every agreement, and additional ones can be added.)*

(1) Have regular meetings with one another;

(2) Cooperate in developing and implementing the project; and

(3) Ensure that all students in the program are aware of and understand the pay-back requirements and conditions of participating in the Professional Development Program.

**V. Modification**

This agreement may be amended only by written agreement signed by each of the parties involved, and in consultation with the U.S. Department of Education.

**VI. Applicable Period**

The consortium agreement will remain valid for the life of the grant, including the initial project period and any approved no-cost extension.

**VII.** **Authorization**

**Designated Lead Applicant | Authorized Representative Signature:**

University A has authorized me to sign on its behalf to participate in this consortium agreement. I certify to the best of my knowledge that the information provided in this agreement is accurate, and that University A will comply with the provisions of the Professional Development Grant program. As a member of the consortium agreement, University A agrees to be bound by all of the requirements and assurances of this agreement. University A understands that it is legally responsible for carrying out the activities it has agreed to perform in this agreement and use the funds it receives under this agreement in accordance with all Federal requirements applicable to the Professional Development Grant.

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Signature of Designated Lead Applicant Authorized Representative

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Printed Name and Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**Entity Applying in Consortium | Authorized Representative Signature:**

Tribe B has authorized me to sign on its behalf to participate in this consortium agreement. I certify to the best of my knowledge that the information provided in this agreement is accurate, and that Tribe B will comply with the provisions of the Professional Development Grant program. As a member of the consortium agreement, Tribe B agrees to be bound by all of the requirements and assurances of this agreement. Tribe B understands that it is legally responsible for carrying out the activities it has agreed to perform in this agreement and using the funds it receives under this agreement in accordance with the Federal requirements for the Professional Development Grant.

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Signature of Entity Applying as Consortium Authorized Representative

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Printed Name and Title

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#### Date