



# UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

**TOPIC:** Approval of AccELerate (Language Proficiency Assessment Committee Web-Based System)

**SUBMITTED BY:** Mrs. Zaida G. Gonzalez, Director of Bilingual/ESL/DUAL/Foreign Languages

**OF:** Curriculum and Instruction Department

**APPROVED FOR TRANSMITTAL TO BUSINESS COMMITTEE:** \_\_\_\_\_

**DATE ASSIGNED FOR BOARD CONSIDERATION:** August 22, 2018

## Recommendation:

The AccELerate software program is designed to improve the current student information system in place to ensure that timely and actionable English Learner data is available for LPAC - Language Proficiency Assessment Committees when making placement, instructional and assessment decisions based on student data. Related data will be accessed and utilized at the district and school level in order to comply with required LPAC documentation as specified in Chapter §89.1220.

## Rationale:

AccELerate is an efficient and secure web-based system that streamlines the monitoring of student performance for all stakeholders in a campus LPAC committee when making instruction, intervention, assessment, and reclassification decisions for all EL students.

Timeline	Cost
September - December 2018	6-month pilot at no cost
January - June 2019	\$3.00 per EL student at 50% discount (approximately \$24,885.00)
August 2019 - June 2020	\$3.00 per EL student at 20% discount (approximately \$39,816.00)
August 2020 - June 2021	\$3.00 per EL student (approximately \$49,770.00)

## Budgetary Information:

State Bilingual Funds

## Board Policy Reference and Compliance:

Special Programs - Bilingual Education EHBE (Legal)

Chapter 89. Adaptations for Special Populations

Subchapter BB. Commissioner's Rules Concerning State Plan for Educating English Learners

# ACCELERATE

Presentation by:

Zaida G. Gonzalez – United ISD Bilingual/Dual/ESL Director

# AccELerate by ProfectEd™



## Introduction

This LPAC solution is designed to include:

- Automation of LPAC
- Accurate Identification
- ELL Compliance
- Audit Friendly

It is a system that is simple to use, efficient and secure all while streamlining the work of the LPAC Committee. It takes the place of one the most paper intensive processes in school districts and ensuring that no steps are missed to comply with state mandates.

## Configuration

This solution is configurable to meet the needs of small to large districts. After the initial setup, the district can run autonomously from the comfort of their offices.



## Personalization

The district can personalize different components such as:

- User Information & Access
- Campus Information

## United ISD LPAC Committee Benefits -

- LPACing Procedures & Documentation
  - Beginning of the Year – Identification and Documentation (HLS)
  - LPAC Assessment Records
  - Six/Nine Weeks Failure Reports – Manage Interventions – EL Plan of Success
- Monitor Year 1- Year 4
- State Assessment Accommodations
- Reclassification - End of the Year
- Annual Review
- Audits

## Security & Impersonation

### Secure Access

The system is designed to secure the access of **different-level users** such as:

- District Administrators
- LPAC Committee Members
  - Admin
  - Bilingual Educators
  - Professional Transitional Educators
  - Parents
- Teachers
- Campus Users

### Adequate Monitoring Across All Levels:

- District Administrators – Bilingual Department Director and Coordinators, Campus Administration, RTI Coordinators
- LPAC Committee Members – Drastic Reduction of Paperwork at the Campus Level
- Teachers – Input for Classroom and State Assessments Accommodations



## Sign for students in a Batch

Ability to select grade level of the initial review and enter student information which includes:

- Identification Information
- PEIMS Immigrant Information
- Transfer Information
- LPAC Recommendations
- LPAC Signatures

**Committee Sign**

Select a group to sign for: Students in Sign List

START

Students in Sign List
All P3
All PK
All KG
All 01
All 02
All 03
All 04
All 05

Page size: 10

**Academic Progress**

**Immigrant**

Immigrant Status According to PEIMS: No

**PEIMS**

Transferred from Texas District  
Transferred from out of state  
Transferred from out of country

**LPAC Recommendations**

Recommendation: Select one

Comments:

**LPAC Committee Certification**

I certify that this review has been completed with all committee members present

## Minutes

After LPAC committee completes signature process for modules, it creates a prefilled form to be completed in minutes.

School Year	Meeting Type	Meeting Date	Status	Documentation
2018	Reclassification	05/01/2018	✓	OPEN
2018	Annual Review	06/26/2018	✓	OPEN
2018	Initial Review	07/15/2018	✗	OPEN
2018	Initial Review	07/18/2018	✓	OPEN

## Ability to track minutes per module

### Language Proficiency Assessment Committee (LPAC) Minutes

The Elementary Campus Campus Language Proficiency Assessment Committee met on **7/18/2018** at **1:34 PM** for student **Initial Review** purpose.

Head Of Form is not complete. Please complete section below and upload.

The following actions were undertaken:

- 15 new students requiring LPAC review upon initial enrollment for the first time at PSJA ISD
- 0 were classified as LEP and recommended for placement in ESL Education Program 6th-12th
- 10 were classified as English Proficient and recommended for placement in the all English Curriculum
- 0 were classified as LEP and parents denied services and recommended for placement in the all English curriculum. (Parental Denial)
- 2 withdrew prior to completion of LPAC process

- Assists United ISD's LPAC Committees with the required documentation for
  - 15,400 current EL students
  - 2,300 Monitor Year 1 students
  - 2,200 Monitor Year 2 students
  - Monitor Year 3 & Year 4 students

# **Memorandum of Agreement for Pharr-San Juan- Alamo ISD with United ISD**

This Memorandum of Agreement ("Agreement") is entered into by and between Pharr-San Juan-Alamo ISD (hereinafter PSJA ISD) and United Independent School District ("United ISD").

The purpose of the Agreement is to provide professional products and services to Participating District in the area of Information Systems.

## **WITNESSETH:**

WHEREAS, the Participating District is authorized by the Texas Education Code, and the Texas Interlocal Cooperation Act (Chapter 791, Title 7, Government Code), to enter into agreements with PSJA ISD; and

WHEREAS, the Participating District desires to purchase certain products and support services; and

THEREFORE, NOW BE IT AGREED that the undersigned Participating District in return for the payment of the consideration stated below and subject to all terms of this Agreement, does hereby agree to the following terms, conditions, and general provisions:

### **1. Term of the Contract:**

This Agreement shall commence on September 1<sup>st</sup>, 2018 and terminate on August 31, 2019, unless earlier terminated by either party. Upon the expiration of the original term, this agreement shall be automatically renewed for a one (1) year period unless, ninety (90) calendar days prior to the renewal date, either party gives the other party written notice of its intent not to continue the relationship.

### **2. Termination of the Contract:**

Either party may terminate this Agreement, without penalty, by providing written notice to the other party ninety (90) calendar days prior to the date of termination. In the event of termination by Participating District, ProfectEd shall determine the direct and indirect costs incurred to the date of termination and the Participating District shall pay ProfectEd that amount. Termination of this Agreement shall not extinguish prior obligations or liabilities incurred.

**3. Scope of Work:**

ProfectEd agrees to perform the following:

- Provide access to the AccELerate software to Participating District via the internet hosted by ProfectEd using its own infrastructure and/or it may engage third party vendors to host or provide elements thereof.
- Provide training for the fee stated herein through the ProfectEd Data Services Department.
- Provide the following maintenance and support services:
  - Free, online, self-help portal;
  - Email support with 24-hour turnaround on weekdays only;
- Provider shall, at its discretion, modify, enhance, upgrade, or renew the Software. Participating District's login access and License for the Software shall be deemed to extend to any such modifications, enhancements, upgrades, or renewals.
- Provide any compliance accordance with administrative procedures established by the Texas Education Agency (TEA) and in the Texas Administrative Code, Chapter 101, Subchapter AA, Commissioner's Rules, which will cover the LPAC Process from beginning to end of year, including:
  - Home Language Survey
  - Initial Review
  - Parental Permission
  - Monitoring of Student Exited from LEP Status (M1, M2, M3, M4)
  - Designation of Student Supports
  - Reclassification Recommendations
  - Annual Review

**4. Responsibilities of Participating District:**

- When appropriate, the Participating District will load data into AccELerate.
- Provide a computer system that meets the minimum requirements for optimal function of the Software.

**5. Consideration:**

Participating District agrees to pay PROPECTED an annual licensing fee per ELL student, as shown below. The pricing reflects a 50% discount for the first year. Second year pricing will reflect a 20% discount and the third year will be full price. District will receive the software free for six months. Payment will be due on January 31, if district wishes to continue.

Item Description	Unit	Unit Cost	Due Now	Due in January
AccELerate – Base cost	1	\$,1,000	\$1,000	\$0
AccELerate – Licensing and Support	16,590	\$3.00	\$0	\$49,770
Training Days	2	\$1,500	\$3,000	\$0
		Sub Total:	\$4,000	\$49,770
		Pilot Discount (50%):		(\$24,885)
		<b>Total Due:</b>	<b>\$4,000</b>	<b>\$24,885</b>

**6. Grant of Limited License:**



ProfectEd grants Participating District a limited, non-exclusive, non-transferable License to access the Software with (a single) (any) computer or mobile device owned and controlled by Participating District.

**7. Limitation of Liability:**

ProfectEd shall not be liable to the participating district for any direct or consequential losses or damages whatsoever sustained by the participating district, including, without limitation, damages for loss of profits, loss or corruption of data, damages to backup systems, damages to operating systems, damages to software, business interruption, any commercial damages or losses, or losses or damages to participating district's computer hardware, electronic equipment, or computer input and/or output peripheral devices resulting directly or indirectly from participating district' use or misuse of the software provided by PROPECTED under this agreement. To the extent that this limitation of liability clause is unenforceable, PROPECTED's liability to participating district shall never exceed the dollar amount paid by participating school district to PROPECTED during the term of this agreement.

**8. No Warranty:**

All licensed software, services, login access, products, information, custom software, documentation, maintenance service, and other services and materials provided under this agreement are provided "as is" without any expressed or implied warranty of any kind, including warranties of merchantability, non-infringement of intellectual property or fitness for any particular purpose. PROPECTED cannot and does not guarantee or warrant that participating district's or PROPECTED's computers and servers will be free from viruses, worms, trojan horses or other code that contains contaminating or destructive properties. Provider shall have no liability for such viruses, worms, trojan horses or other code that contains contaminating or destructive properties.

**9. Ownership Rights:**

ProfectEd warrants that it is the sole owner of the Software and has the legal right to grant the Participating District login access and the License to use the Software. Participating District acknowledges and agrees that it will not use the Software for purposes other than as expressed herein. Participating District agrees that it will not decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Software, or infringe upon the patent, copyright, trademark, or intellectual property rights of ProfectEd in the Software.

The participating District will have the rights to the student information data in case of termination of contract.

<b>AUTHORIZATION</b>	
<b>PROFECTED</b>	<b>Participating District</b>
Adrian Garcia Chief of Technology and Student Services	Roberto J. Santos United ISD Superintendent
<b>Date:</b>	<b>Date:</b>
<b>Email:</b>	<b>Email:</b> rsantos@uisd.net
<b>Phone:</b>	<b>Phone:</b> 956-473-6219
	<b>Contact Person:</b> Zaida Gonzalez Bilingual Department Director 956-473-5242 zaidag@uisd.net