



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 of 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

Alexander	PK	09	Students in Sign List
			All Students
	PK	09	All P3
			All PK
berto	P3	12	All KG
			All 01
Elías	KG	11	All 02
			All 03
	PK	07	All 04
			All 05

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Academic Progress

Immigrant

Immigrant Status According to PEIMS: No

Immigrant Transfer Information

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

LPAC Recommendations

Identification: Select one Placement: 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 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	07/16/2018	✗	OPEN
2018	Initial Review	07/18/2018	✓	OPEN

Ability to track minutes per module

Language Proficiency Assessment Committee (LPAC) Minutes

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

Hard Copy Form is not complete. Please complete section below and submit.

The following actions were undertaken:

<input type="text" value="15"/>	new students requiring LPAC review upon initial enrollment for the first time at PSJA ISD
<input type="text" value="0"/>	were classified as LEP and recommended for placement in ESL Education Program 6th-12th
<input type="text" value="10"/>	were classified as English Proficient and recommended for placement in the all English Curriculum
<input type="text" value="0"/>	were classified as LEP and parents denied services and recommended for placement in the all English curriculum. (Parental Denials)
<input type="text" value="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 1st, 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 PROTECTED 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)
		Total Due:	\$4,000	\$24,885

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.

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