

**ARLINGTON INDEPENDENT SCHOOL DISTRICT
CALLED MEETING OF THE BOARD OF TRUSTEES
Tuesday, June 28, 2022
5:00 p.m.**

**NOTICE of Called Meeting of the Board of Trustees at the Administration Building,
Board Room, 690 East Lamar Boulevard, Arlington, Texas**

Meetings may be viewed online at www.aisd.net. One or more members of the Board of Trustees may participate in this meeting via videoconference call. A quorum of the Board of Trustees will be physically present at the Administration Building.

*Members of the public who desire to address the board regarding an item on this agenda must comply with the following registration procedures: Members of the public seeking to provide comments concerning an agenda item or non-agenda item shall be required to register at <https://www.aisd.net/boardmeetingspeakerrequest> **NO LATER THAN 3:00 p.m. the day of the board meeting** indicating (1) person's name; (2) subject the member of the public wishes to discuss, and; (3) telephone number at which the member of the public may be reached.*

CALL TO ORDER: 5:00 p.m., Board Chamber

CLOSED MEETING: Board Conference Room

Adjournment to closed meeting pursuant to Sections 551.071 (consultation with attorney to seek and receive legal advice); 551.072 (discuss the purchase, exchange, lease or value of real property); Section 551.073 – (negotiating contracts for prospective gifts or donations); Section 551.074 - (consider the appointment, employment, evaluation, reassignment, duties, discipline, non-renewal or dismissal of a public officer or employee, or to hear complaints or charges against a public officer or employee); Section 551.076 (consider the deployment, or specific occasions for implementation, of security personnel and devices); Section 551.082 – (discussing or deliberating the discipline of a public school child or children, or a complaint or charge is brought against an employee of the school district by another employee); Section 551.0821 – (deliberating in a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation); Section 551.083 (considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements).

1. Administrative Appointments/Personnel Ratifications

RECONVENE INTO OPEN SESSION: 6:30 p.m., Board Room

OPENING CEREMONY:

APPOINTMENTS:

- A. Consider Ratification of Administrative Appointments: (pg. 7)
Executive Director of Financial Services, Principal for Adams Elementary, Principal for Hale Elementary, Assistant Principals (2) for Seguin High, Assistant Principal for Moore Elementary, Assistant Principal for South Davis Elementary, Assistant Principal for Webb Elementary

PUBLIC HEARING: None

OPEN FORUM FOR AGENDA ITEMS:

Must Pre-Register. Registration as stated above must be completed in its entirety and submitted no later than **3:00 p.m.** This first Open Forum is limited to agenda items other than personnel. Any personnel concern should be brought directly to the Superintendent or Board President prior to the meeting, who will guide you to the proper procedure pursuant to Board Policy. Speakers will be limited to two (2) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.

DISCUSSION / ACTION:

- A. 2019 Bond Update (pg. 9)

CONSENT AGENDA:

- A. Approval of Purchases Greater Than \$50,000 Exempt from Bid (pg. 11)
22-06-28-001 Business Intelligence Platform
22-06-28-002 Modular Buildings, Classrooms, and Relocation Services
22-06-28-003 Computer, Audio/Visual Supplies, Equipment & Services
22-06-28-004 Broadband Hotspots
- B. Approval of Child Care Associates “CCA-CCMS”, Arlington ISD and Community Care Partners Memorandum of Understanding for 2022-2023 Pre-K3 Partnering Programs (pg. 13)
- C. Approval of engage2learn (e2L) Proposals for Math and Reading Coaching Support (pg. 32)
- D. Approval of engage2learn (e2L) Proposal for Pathway 2 Vetted Improvement Program Catalyst Coaching Program (pg. 46)
- E. Approval of UTA and ACCHS Titan Scholar Partnership Beginning in the 2022-2023 School Year (pg. 54)
- F. Approval of 2022-2023 Southern Methodist (SMU) Principal Residency Grant Program (pg. 64)
- G. Approval of Texas Woman’s University Memorandum of Understanding Renewal (pg. 69)

DISCUSSION:

- A. House Bill 3 and District Improvement Plan Progress Monitoring Update (pg. 75)

OPEN FORUM FOR NON-AGENDA ITEMS:

Must Pre-Register. Registration as stated above must be completed in its entirety and submitted no later than **3:00 p.m.** Any personnel concern should be brought directly to the Superintendent or Board President prior to the meeting, who will guide you to the proper procedure pursuant to Board Policy. Speakers will be limited to two (2) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.

SUPERINTENDENT'S REPORT:

This time is for the Superintendent to acknowledge varying kinds of activities occurring within the district. This includes such items as recognition of outstanding performance by district staff and/or students, the initiating of new programs and special activities.

The Superintendent will report on the following subjects:

- A. Recognition of outstanding performance by district staff and students
- B. Initiation of new programs and special activities

SCHOOL BOARD'S REPORTS:

This time on the Agenda allows each member to inform other Board Members, the administrative staff and the public of activities which are of interest.

The Board Members will report on the following subjects:

- A. Board member attendance at various school and community events.
- B. Board member announcement of various upcoming school and community events.
- C. Board member visits to various campuses
- D. Board member recognition of outstanding performance by district staff and students
- E. Board member recognition of new programs and special activities

CLOSED MEETING:

At any time during the meeting the Board may adjourn into closed meeting for consultation with its attorney (Tex. Gov't Code § 551.071) or for a posted agenda item pursuant to Texas Government Code sections 551.072 – 551.084 (see below).

ADJOURNMENT

The agenda order may be adjusted by the Presiding Officer at any time during the meeting.

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open

Meetings Act, Texas Government Code, chapter 551, subchapters D and E or Texas Government Code section 418.183(f).

If, during the course of the meeting covered by this Notice, the Board should determine that a closed meeting of the Board should be held or is required in relation to any item included in this notice, then such closed meeting is authorized by Texas Government Code Section 551.001, et. seq., for any of the following reasons:

Section 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.

Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property.

Section 551.073 - For the purpose of negotiating contracts for prospective gifts or donations.

Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.

Section 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel and devices.

Section 551.082 - For the purpose of deliberating in a case involving discipline of a public school child or children, or in a case in which a complaint or charge is brought against an employee of the school district by another employee and the complaint or charge directly results in a need for a hearing.

Section 551.0821 - For the purpose of deliberating in a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation.

Section 551.083 - For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.

Section 551.084 - For the purpose of excluding a witness or witnesses from a hearing during examination of another witness.

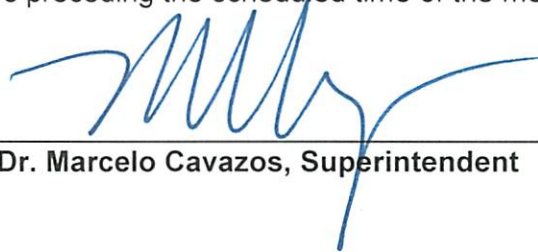
Should any final action, final decision or final vote be required in the opinion of the Board with regard to any matter considered in such closed meeting, then such final action, final decision or final vote shall be at either:

- A. the open meeting covered by this notice upon the reconvening of this public meeting, or
- B. at a subsequent public meeting of the Board upon notice thereof, as the Board shall determine.

Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 23rd day of June, 2022 at 5:00 p.m., this notice was posted on a bulletin board at a place convenient to the public at the central administrative office of the Arlington Independent School District, 690 East Lamar Boulevard, Arlington, Texas and readily accessible to the general public at all times beginning at least 72 hours preceding the scheduled time of the meeting.



Dr. Marcelo Cavazos, Superintendent

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Arlington Independent School District Board of Trustees Communication

Meeting Date:	June 28, 2022	Action Item
Subject:	Ratification of Administrative Personnel	

Purpose:


The purpose of this action item is to ratify the appointment of the Executive Director of Financial Services, Principal for Adams Elementary, Principal for Hale Elementary, Assistant Principals (2) for Seguin High, Assistant Principal for Moore Elementary, Assistant Principal for South Davis Elementary, Assistant Principal for Webb Elementary.

Background:

Screening and interview committees consisting of administrative staff have submitted the names to the Superintendent for consideration.

Recommendation:

The administration recommends the Board ratify the appointment of the applicants for the positions listed above as discussed in Executive Session.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  <hr/> Prepared by: Scott Kahl Date: June 22, 2022
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Arlington Independent School District Board of Trustees Communication

Meeting Date: June 28, 2022	Discussion-Action Item
Subject: 2019 Bond Program Update	

Purpose:

To update the Board on the economic impacts of inflation and supply chain interruptions to the progress of the 2019 Bond Program

Background:


Voters approved a bond proposition for \$966 million on November 5, 2019. The 2019 Bond Program is a five-year capital program that includes new construction, renovations and facility condition improvements along with capital purchases for technology, fine arts and transportation.

A total of \$702,461,300 in bonds have been authorized and sold as of February 2022, for the 2019 Bond Program. The Phase I issuance was \$311,104,011, the Phase II issuance was \$194,414,161, and the Phase III issuance was 196,943,128.

Phases I, II and III of the 2019 Bond Program are in progress. Projects in Phase I of the 2019 Bond Program are in various stages of design, bidding, construction and closeout. Projects in Phases II and III are currently in the planning, design or bidding stage.

Unprecedented inflation in the building construction industry has had a considerable impact on the District over the past eighteen months relative to the 2019 Bond Program. While early projects in Phase I of the bond program bid at or below the planned budgets, recent project bids and estimates are coming in 30-50% greater than initial estimates. District Administration has prepared a project budget realignment plan to continue moving forward with all 2019 Bond Program projects, while operating within the voter approved bond program funding.

Administration will provide an update and information on the 2019 Bond Program for the Board of Trustees to discuss and consider action on Administration's recommendations.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Wm. Kelly Horn
	Date: June 22, 2022

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**Arlington Independent School District
Board of Trustees Communication**

Meeting Date: June 28, 2022

Consent Item

Subject: Purchases Greater Than \$50,000 Exempt from Bid

Purpose:

To provide the Board of Trustees the opportunity to approve the purchase of goods and services greater than \$50,000 exempt from bidding.

Background:

Board policy CH Local requires "any such purchases that cost \$50,000 or more in the aggregate over a one-year period of time shall require Board approval before a transaction may take place." Listed below are the purchases over \$50,000 exempt from bidding requiring Board approval:

22-06-28-001 Business Intelligence Platform


22-06-28-002 Modular Buildings, Classrooms, and Relocation Services

22-06-28-003 Computer, Audio/Visual Supplies, Equipment & Services

22-06-28-004 Broadband Hotspots

Recommendation:

The Administration recommends approval of the purchases greater than \$50,000 exempt from bid.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Lisa Phillips Date: 06/20/2022

Arlington Independent School District
Purchases Greater than \$50,000 Exempt from Bid
Date: June 28, 2022

Control No.	AISD Department	Vendor Name	Goods or Services	Estimated Amount	Purchase Method
22-06-28-001	Technology	eScholar	Business Intelligence Platform	\$ 140,000.00	Region X EDTECH
22-06-28-002	Facilities	HD Snow & Son Housemoving Inc	Modular Buildings, Classrooms, and Relocation Services	\$ 120,000.00	TASB BuyBoard
22-06-28-003	Technology	Multiple Vendors	Computer, Audio/Visual Supplies, Equipment & Services (1 of 2 Extensions)	\$ 25,000,000.00	21-62 Extension
22-06-28-004	Technology	Verizon	Broadband Hotspots	\$ 300,000.00	DIR Contract

**Arlington Independent School District
Board of Trustees Communication**

Meeting Date: June 28, 2022

Consent Item

Subject: Child Care Associates "CCA-CCMS", Arlington ISD and Community Child Care Partners Memorandum of Understanding for 2022-2023 Pre-K3 Partnering Programs

Purpose:


To present the Child Care Associates "CCA-CCMS", Arlington ISD and Community Child Care Partners Memorandum of Understanding for 2022-2023 Pre-K3 Partnering Programs to the Board of Trustees for approval.

Background:

The purpose of the CCA-CCMS/ISD/CCP Pre-Kindergarten (Pre-K) collaboration is to create a community-based setting for the co-delivery of childcare and AISD Pre-K3. This agreement will allow CCA-CCMS, the Child Care Partner and Arlington ISD to collaborate with shared responsibility on the educational activities provided, the resources and responsibilities for ongoing professional development, program technical assistance, assessing and responding to parent needs, transition support to PreK-4, disability service referrals, alignment of curriculum with activities and objectives that support a high quality child care program that meets and supports the Texas Education Agency (TEA), Texas Rising Star (TRS) and Child Care Licensing (CCR) standards.

Recommendation:

The administration recommends the Board of Trustees approve the 2022 – 2023 Child Care Associates "CCA-CCMS/ISD/CCP" and Arlington ISD Memorandum of Understanding as it is presented.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Dr. Steven Wurtz Date: June 14, 2022



**Arlington ISD,
Child Care Associates-Tarrant County Child Care Management Services,
and Partnering Community Child Care Programs**

Memorandum of Understanding

Table of Contents

PARTIES TO THE MOU:	1
PERIOD OF MOU:	1
SERVICE AREA:.....	1
PURPOSE:	1
REGULATORY AUTHORIZATION:	1
COLLABORATION FRAMEWORK:.....	1
CCA-CCMS RESPONSIBILITIES:.....	2
ISD RESPONSIBILITIES:.....	3
CCP RESPONSIBILITIES:.....	4
CLASS COMPOSITION:.....	5
SUSPENSION AND EXPULSION:	5
POLICY ON FEES:.....	6
EDUCATIONAL DESIGN:.....	6
PHYSICAL ENVIRONMENT:	8
FAMILY ENGAGEMENT:.....	8
AMENDMENTS/TERMINATION:	8
NON-ASSIGNMENT AND SUBCONTRACTING:	8
ORAL AND WRITTEN AGREEMENTS:	8
APPENDIX A: Collaboration Contributions	9
APPENDIX B: Providing Services for Children with Disabilities	10
APPENDIX C: Substitute Staff	12
APPENDIX D: PERSONNEL FILE REQUIREMENTS	13
APPENDIX E: HOUSE BILL 3.....	14
APPENDIX F: Pre-K Program Resources for HB 3 Fulfillment	15

PARTIES TO THE MOU:

This memorandum of understanding (MOU) represents a collaboration between **Child Care Associates-Tarrant County Child Care Management Services** herein referred to as "CCA-CCMS," and **Arlington ISD** (a political subdivision of the State of Texas and a legally constituted Independent School District located within Tarrant County, Texas), herein referred to as "ISD," for services and the **Child Care Partner:** _____ (licensed by Child Care Licensing at Texas Health & Human Services, herein referred to as "CCP"). CCA-CCMS, ISD, and CCP are referred to individually as a "party" and collectively as the "parties."

PERIOD OF MOU:

The MOU period is June 2022 - June 2023.

SERVICE AREA:

The collaboration between CCA-CCMS, Arlington ISD, and CCP will deliver services within the Arlington ISD school district boundaries.

The CCP classrooms engaged in the collaboration are located at:

_____ (name of CCP center)

_____ (address)

_____ (city, zip)

PURPOSE:

The purpose of the CCA-CCMS/ISD/CCP Pre-Kindergarten (Pre-K) collaboration is to create a community-based setting for the co-delivery of child care and AISD Pre-K3.

REGULATORY AUTHORIZATION:

- A. In accordance with the General Appropriations Act, Article III, House Bill 3 (HB3), passed and signed in 2019, state-funded Pre-K programs are to implement high quality Pre-K consistent with the High Quality Pre-K program requirements in the Texas Education Code (TEC) §29.167-29.171 and consistent with the provisions of TEC Chapters 41 and 42 and
- B. Collaboration classrooms will align with Texas Child Care Regulation (CCR) standards; and
- C. CCP will continue to comply with all regulations and guidelines in relation to the state's Quality Rating and Improvement System Texas Rising Star.

COLLABORATION FRAMEWORK:

CCA-CCMS, ISD, and CCP will collaborate with shared responsibility on the following:

- A. Educational activities;
- B. Resources and responsibilities for ongoing staff development;
- C. Program technical assistance;
- D. Assessing and responding to parent needs;
- E. Transition supports for Pre-K4;
- F. Disability service referrals and with completion of screening tools and further assessments;
- G. Alignment of curriculum with activities and objectives that support a half-day Pre-K program and a full-day quality child care program that meets and supports Texas Education Agency (TEA), Texas Rising Star (TRS), and Child Care Licensing (CCR) standards;
- H. Support a single lesson plan to support children full-day; and
- I. Ensure a minimum of 32,400 minutes of instructional time annually meeting TEA

- requirements;
- J. Permitting any federal or state authorities or other regulatory agencies such as Texas Rising Star, Child Care Licensing, United State Department of Agriculture (USDA), CLASS assessors, or other entities identified through this collaboration to observe and evaluate the delivery and/or performance of services;
 - K. ISD and CCP will ensure, in accordance with the Federal Drug-Free Workplace Act of 1988, that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited for individuals who are directly engaged in the performance of work pursuant to this agreement;
 - L. CCA-CCMS will initiate meetings and ISD and CCP will fully participate at least two (2) times annually to facilitate ongoing problem-solving and evaluation of the collaboration;
 - M. CCA-CCMS, CCP, and ISD respect the need to remain in compliance with all local, state and federal rules, regulations and requirements. If compliance is not met, parties shall be notified within 48 business hours and work to bring things into compliance;
 - N. CCA-CCMS will develop, with input from ISD & CCP, a collaboration handbook clarifying collaboration expectations, processes and procedures that will be reviewed annually;
 - O. Each CCP classroom must support and facilitate Pre-K enrollment for a minimum of twelve (12) ISD children per session by July 29, 2022, or twenty-four (24) averaged across two sessions;
 - P. ISD and CCP will maintain in a locked and secure location accurate staff files which meet all Child Care Licensing Minimum Standards so that the ISD teacher is properly counted in teacher-child ratio;
 - Q. A minimum of two (2) parent conferences at CCP site will be conducted with Pre-K enrolled families. CCP teacher and ISD teacher will be encouraged to participate in parent conferences;
 - R. CCP must be TRS 3-or 4-Star status as of the start of MOU period;
 - S. CCP address must maintain TRS 3-or 4-Star status throughout the MOU period; and
 - T. Other elements/programs as listed below or as mutually agreed upon in future iterations of or addendums to this MOU.
 - U. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs and expenses to persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any officer, employee, or agent of the parties to this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise, to any third party.

CCA-CCMS RESPONSIBILITIES:

- A. CCA-CCMS with AISD will co-design and co-support a robust collaboration that continuously improves towards a single, high quality early education and care program for working parents and for child care children;
- B. CCA-CCMS will work to support CCMS children to benefit from AISD Pre-K as a boost to their early learning;
- C. CCA-CCMS will support TRS 3-Star and TRS 4-Star standards among CCP to support continued compliance with TRS standards and in accordance with HB3 recommendations;
- D. CCA-CCMS will notify ISD and CCP of any relevant changes in TRS status;
- E. CCA-CCMS will cover reasonable costs for CDA classes and certification for up to one (1) child

- care lead teacher per CCP Pre-K classroom per year; and
- F. CCA-CCMS will provide \$1,000 to TRS centers to be paid in the month of October 2022 for the purchase of CCP Pre-K classroom enrichments to support continuous improvement and quality in the collaboration; enrichments will be determined in consultation with TRS mentor and approved prior to purchase.

ISD RESPONSIBILITIES:

- A. AISD with CCA-CCMS will co-design and co-support a robust collaboration that continuously improves towards a single, high quality early education and care program for working parents and for child care children;
- B. ISD will provide one (1) administrator of record and one (1) certified teacher of record, and may provide one (1) ISD teaching assistant (TA) in each CCP collaboration Pre-K3 classroom; Certified teacher will be provided when minimum enrollment of twelve (12) students for each session has been met. Minimum enrollment must be met by July 29, 2022;
- C. ISD will comply with TEA and CCR requirements on criminal background checks to ensure that potential employees have not been convicted of crimes that would invalidate their acceptability for employment and will share ISD background check when requested; background checks may be kept in the CCP Personnel File at the CCP site;
- D. ISD will complete each year and prior to the first day of Pre-K all ISD Personnel File Requirements form(s) to serve as the CCP Personnel File as required by CCR Minimum Standards (see Appendix D);
- E. ISD agrees to ensure attendance of ISD staff to pertinent collaboration meetings and professional development (PD) as required or mandated and appropriate proof of attendance will be provided for employment records in accordance with ISD work calendar and ISD Board policies and procedures;
- F. ISD will notify CCP of any ISD teacher ISD commitments that result in a teacher absence during CCP operating days at least 30 days prior and will notify CCP of any emergency ISD closures that impact ISD teacher presence at the CCP as soon as possible to allow for staffing and attendance adjustments;
- G. ISD will provide and maintain Pre-K eligibility criteria requirements for serving eligible students who qualify for Pre-K by TEA guidelines;
- H. ISD teacher in the collaboration may be eligible to receive Texas School Ready (TSR) coaching upon request prior to school year Pre-K start;
- I. The ISD and participating ISD staff in collaboration classrooms will work to abide by requirements or recommendations by Child Care Licensing and health authorities during any declared state of emergency or response to a pandemic;
- J. ISD will not assist, transfer, or subcontract for the provision of services under this agreement prior to written consent obtained from CCA-CCMS and CCP;
- K. ISD will manage all Pre-K enrollment in collaboration with the CCP;
- L. ISD will make all needed referrals with parental permission to Local Education Agency (LEA) for Part B or related services and maintain reciprocal progress communications 60, 90 and 120 days from date of referral;
- M. ISD will provide appropriate substitute staff in collaboration CCP classes (see Appendix C);
- N. ISD will permit ISD staff in TRS participating centers to be observed by TRS mentors and assessors in accordance with TRS Guidelines;
- O. ISD will allow outside evaluators to monitor or assess the classroom and instructional delivery including Classroom Assessment and Scoring System (CLASS) assessors up to two (2) times annually in the CCP Pre-K collaboration classrooms;
- P. ISD staff will be notified prior to being monitored and recorded while on a CCP sites in

- accordance with CCP policies and procedures;
- Q. ISD and CCP will keep an open line of communication regarding staff changes or occurrences;
- R. ISD will provide an annual supply allotment of \$50 per AISD Pre-K enrolled student per program year based on snapshot day enrollment. This supply allotment will be paid out between November 1st and the last day of the fall semester;
- S. ISD will provide school calendar to CCP with all relevant ISD holidays and service days;
- T. ISD will assign a teacher to a session after CCP meets the enrollment of twelve (12) ISD children before or no later than July 29, 2022;
- U. A second session will only be considered after meeting the maximum of eighteen (18) three-year-olds;
- V. ISD, in collaboration with each CCP, will determine the time for the first half-day session (am or pm); and
- W. ISD will allow CCP to have access to at least 12 hours of early childhood professional development educational sessions throughout the 2022-2023 school year at no cost.

CHILD CARE PARTNER RESPONSIBILITIES:

- A. CCP will provide one (1) child care teacher with access to services towards earning a Preschool Child Development Associate (CDA) or an early childhood AA or BA degree to partner with one (1) ISD certified teacher; an (1) ISD TA may also be provided to enhance the collaboration;
- B. CCP will ensure that ISD materials, supplies, and technology are kept secure outside of ISD hours;
- C. CCP will notify ISD of any mandated trainings a minimum of thirty (30) days in advance;
- D. CCP will notify ISD of any non-emergency closing at least 30 days prior and emergency closing as soon as possible to allow for staffing and attendance adjustments;
- E. CCP teacher in the collaboration may be eligible to receive Texas School Ready (TSR) coaching upon request prior to school year Pre-K start;
- F. CCP will permit ISD and/or other regulatory agencies to observe and evaluate the delivery and/or performance of contracted services. This includes access to any books, papers, and records of CCP that are directly related to this contract for the purpose of making an audit, examination, photocopies, excerpts, and transcriptions. CCP, CCA-CCMS, and ISD must comply with all laws, ordinances, rules, and regulations of any government entity pertaining to its performance pursuant to this agreement;
- G. CCP will provide ISD with written copies of incident reports pertaining to both ISD enrolled and non-enrolled children where medical attention is required and the AISD staff is present children within a timely fashion not later than 48 business hours after the incident;
- H. CCP will provide meals as per USDA CACFP Program guidelines for all children, providing the CCP program operates the USDA CACFP Program;
- I. CCP will allow any ISD-referred services with parental permission to be delivered on-site for ISD enrolled children;
- J. CCP will provide a courtesy copy of its policy handbook to ISD and to CCA-CCMS prior to delivery of Pre-K services;
- K. CCP participating in TRS will permit outside observers including TRS mentors and assessors to observe classroom instruction and activities as related to TRS Guidelines;
- L. CCA-CCMS requires all Texas Rising Star classrooms to be assessed using the CLASS tool two (2) times annually and uses this to inform coaching plans and strategies. CCP will allow outside evaluators to monitor or assess classrooms and instructional delivery using the CLASS assessment tool up to two (2) times annually;
- M. CCP will work to abide by all requirements and recommendations made by Child Care Licensing, AISD and local health authorities to comply with safe and supportive practices

- during any declared state of emergency or pandemic response;
- N. CCP will keep record of ISD teacher's health card or health care professional's statement verifying the employee is free of active tuberculosis, if required by the regional Texas Department of State Health Services TB program or local health authority;
- O. CCP will be responsible for the costs relating to background checks and fingerprinting of ISD staff. If the staff teach at two different centers, the two CCP partners will share the cost.
- P. CCP and ISD will keep an open line of communication regarding staff changes or occurrences; and
- Q. CCP will honor all ISD holidays, service days and any inclement weather days and will ensure teacher-child ratios are fully maintained as per CCR during such days; the ISD will not provide substitute teacher and/or TA on such days.

CLASS COMPOSITION:

- A. Each CCP will provide two 3-year-old sessions for the AISD collaboration towards an AM and a PM session for ½ day Pre-K 3;
- B. Each session will work to support a maximum of eighteen (18) three-year-olds;
- C. Each classroom will work to support a minimum of twelve (12) three-year olds who are eligible for AISD Pre-K per session; a second session will only be considered after meeting the maximum of eighteen (18) eligible three-year-olds;
- D. The 3-year-old collaboration classrooms will work to ensure 3-year-olds enrolled in the CCP who are eligible for AISD Pre-K 3 are accessing Pre-K;
- E. 3-year-olds enrolled in the CCP must complete registration and eligibility screening with AISD before being added to the collaboration classroom roster; and
- F. Pre-K 3 classrooms must be in Licensed Child Care Centers.

SUSPENSION AND EXPULSION:

Limitations on Suspension

To support Pre-K 3 children enrolled in the ISD and to comply with ISD Student Code of Conduct and the Texas Education Code:

- A. The use of suspension must be prohibited or severely limited due to a child's behavior. Such suspensions may only be temporary in nature and must be approved by both ISD and CCP;
- B. A temporary suspension must be used only as a last resort and defined in TEC 37.005 (c);
- C. Before ISD and CCP determine whether a temporary suspension is necessary, both participating agencies collaborate with the parents, the child's teacher, the school administrator, and utilize appropriate community resources such as ISD Student Support Specialist, or other appropriate specialists, or other resources as needed, to determine no other reasonable option is appropriate, and/or
- D. If a temporary suspension is deemed necessary, CCP and ISD must help the child return to full participation in all CCP and ISD activities as quickly as possible while ensuring the child's safety by:
 - 1. Continuing to engage with the parents and a mental health consultant, and continuing to utilize appropriate community resources;
 - 2. Developing and implementing Response to Intervention (RTI) to document the action and supports needed;
 - 3. Determining whether a referral to ISD responsible for implementing IDEA (public law that ensures services to children with disabilities through the nation) is appropriate.

Prohibition on Expulsion

To support children and to comply with ISD Student Code of Conduct and the Texas Education Code:

- A. A child cannot be expelled or withdrawn from the collaboration program due to the child's behavior except as required by 20 U.S. C 7151 and TEC 37.007 (e) and (h).
- B. If a child exhibits persistent and serious challenging behaviors all possible steps must be taken and documented to address such problems and to facilitate the child's safe participation in the program. Such steps must include, at a minimum, engaging a mental health consultant, considering the appropriateness of providing appropriate services and supports under section 504 of the Rehabilitation Act to ensure that the child who satisfies the definition of disability in 29 U.S.C.705 (9) (b) of the Rehabilitation Act is not excluded from the program on the basis of disability;
- C. If a child has an Individualized Education Plan (IEP), ISD must, with parental permission, consult with CCP to ensure the child does receives the needed support services; and/or
- D. If a child does not have and IEP, CCP must collaborate, parental consent needed, with the ISD personnel responsible for implementing IDEA and initiating the Response to Intervention (RTI) protocol.

POLICY ON FEES:

- A. Child care services can be funded through CCMS, parent payment, or other funding methods;
- B. ISD may not charge extra fees or costs beyond the normal child care costs;
- C. Child Care Partners will comply with CCMS and Texas Rising Star policies and guidelines with regards to Parent Fees and other family incurred fees; and
- D. Families receiving child care subsidies are responsible for recording daily attendance for each child using the CCAA system according to CCMS and TRS policies and procedures.

EDUCATIONAL DESIGN:

Teachers and Instruction

- A. ISD Administrator will serve as supervisor and evaluator for ISD staff;
- B. The CCP Director will serve as supervisor and evaluator for the CCP staff;
- C. Observations or concerns the CCP Director has with ISD staff will be addressed to the ISD Administrator as per the Collaboration handbook policies and procedures;
- D. Observations or concerns the ISD Administrator has with CCP staff will be addressed to the CCP Director as per the Collaboration handbook policies and procedures; and
- E. ISD Principal and the CCP Director will communicate as needed regarding supervisory issues and ways the collaboration can be strengthened.

Curriculum

- A. ISD and CCP teachers will utilize a state-adopted, research-based curriculum in all collaboration classrooms. The curriculum, developmentally appropriate materials, manipulative, consumable supplies, and other resources for the classroom will be provided by ISD to the CCP collaborative classroom;
- B. In the event that ISD chooses to make significant adaptations to a curriculum to better meet the needs of one or more specific populations, these adaptations must be based on valid research and must have standardized procedures and curriculum materials to support implementation.
- C. In accordance with HB3, the Texas Prekindergarten Guidelines, and TRS Guidelines, ISD and CCP teachers will utilize state adopted curriculum with fidelity and evidenced by weekly lesson plans that include: teaching objectives; whole and small group instruction; child

- directed learning centers, and outdoor play and learning experiences; and
- D. ISD teachers will co-plan with their CCP teacher and/or any teaching assistant no more than once a week during ISD teacher regular conference period to coordinate theme-based, hands-on developmentally appropriate instructional activities.

Schedule

- A. ISD and CCP will provide educational services at CCP Licensed Child Care Center in accordance with ISD hours;
- B. ISD and CCP will provide a thirty (30) minute duty-free lunch and a minimum of forty-five (45) minutes for planning for classroom teachers in accordance with Texas Education Code Section 21.405; and
- C. ISD and CCP will work to provide a thirty (30) minute duty-free lunch and two (2) fifteen-minutes breaks for any ISD TA; and
- D. ISD and CCP will provide a joint-planning and meeting time to ISD and CCP teacher before the first day of the program year, when feasible.

Professional Development & Staff Coordination

- A. CCP teachers will be invited to appropriate ISD professional development during the program year that include ISD teachers;
- B. ISD teachers will be invited to appropriate CCP professional development during the program year that includes CCP teachers; and
- C. Collaboration teachers will be trained annually on CCR regulations and Texas Rising Star requirements, if applicable.

Screening/Assessment & Ongoing Progress Monitoring

- A. ISD will inform CCA-CCMS and CCP of the TEA approved screening tool(s) to be used with ISD enrolled students prior to beginning of Pre-K year;
- B. ISD teacher will administer assessments at the beginning, middle and end of the year for ISD enrolled students, and CCP teacher will work to administer assessments for CCP-enrolled students not enrolled with the ISD Pre-K program; and
- C. CCC-CCMS requires all Texas Rising Star classrooms to be assessed using the CLASS tool two (2) times annually and uses this to inform coaching plans and strategies. ISD will allow outside evaluators to monitor or assess classrooms and instructional delivery using the CLASS assessment tool up to two (2) times annually.

Educational and Personal Data

- A. CCP and ISD will comply with Health Insurance Portability Act (HIPPA) and Family Educational Rights and Privacy Act (FERPA) with respect to all enrolled Pre-K children; and
- B. ISD, CCP and CCA-CCMS will work to respect the privacy of all students in the classroom and protect all educational and personal data.

Coordination of Student Support & Supplementary Services

CCA-CCMS will initiate scheduled meetings between ISD and CCP. Meetings to be held at least two (2) times annually to facilitate a strong collaboration, support ongoing problem solving and evaluate the collaboration. Additional meetings may be initiated by any party as the need arises.

PHYSICAL ENVIRONMENT:

CCP will provide furniture and developmentally appropriate classroom materials in collaboration classrooms. CCP and ISD will collaborate in supplying instructional consumable supplies and developmentally appropriate classroom materials.

FAMILY ENGAGEMENT:

ISD will collaborate with CCA-CCMS and CCP to develop and implement a family engagement plan to assist the district in achieving and maintaining high levels of family involvement and positive attitudes towards education in accordance with TEC 29.168 and Texas Rising Star standards.

AMENDMENTS/TERMINATION:

In the event that funding no longer exists or is insufficient to pay the charges for services obtained hereunder, this contract shall terminate. No modification to this MOU shall be binding upon either party unless the MOU is amended in writing and approved by both parties. Either party may terminate this MOU upon thirty (30) day written notice to the other parties.

NON-ASSIGNMENT AND SUBCONTRACTING:

This agreement is not assignable. Neither party shall sub-contract, assign or transfer any of the rights, responsibilities, obligations, tasks, or performances under this agreement without the written consent of the other parties.

ORAL AND WRITTEN AGREEMENTS:

All oral and/or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein. Any alterations, additions, or deletions in the terms of this MOU shall not be binding unless made by written amendment executed by all parties.

APPENDIX A: COLLABORATION CONTRIBUTIONS

COLLABORATION CONTRIBUTIONS	CCP	ISD
Facility (licensed, child care)	✓	
Utilities and maintenance	✓	
Liability Insurance	✓	✓
Meal service	✓	
On site supervision	✓	
Enrollment and Recruitment	✓	✓
Curriculum		✓
Credentialed, degreed teacher		✓ (½ day per classroom)
ISD Teaching Assistant (TA) – if provided		186 minutes
Additional classroom teacher	✓ (All day per classroom)	
Professional development and coaching	✓	✓
Classroom supplies and consumables	✓	✓
TEA requirements are satisfied		✓
Licensing, CCMS & TRS requirements are satisfied	✓	
Classroom Day	As per CCP, typically full day (6:30am – 6:00pm)	186 minutes

APPENDIX B: PROVIDING SERVICES FOR CHILDREN WITH DISABILITIES

The purpose of this document is to ensure children receive special services consistent with the Individuals with Disabilities Education Act (IDEA)

Specific procedures to implement and communication of services for children with disabilities the MOU are as follows:

- A. ISD program will communicate with CCP pertinent information regarding services provided for children with disabilities so that all staff responsible for supporting IEP goals are involved in planning and instruction; initiate the scheduling of regular meetings with partnership CCPs; These will be held at least one (1) time annually. Additional meetings may be initiated by either agency as the need arises; and
- B. Staff (or contact persons) whose primary responsibilities for children with disabilities will be involved with these communications. They will generally be ISD Special Education designee and

the CCP.

Referrals to ISD

- A. ISD teacher will provide notification to the ISD Special Education designee of children receiving testing and/or services in the CCP collaboration who reside in the ISD attendance area on a regular basis during the year. This notification will include the address of residence, age of child, and services being provided to CCP;
- B. ISD will screen all enrolled children with ISD appropriate tools (i.e. CIRCLE Progress Monitor) Children who do not meet the established “cut points” based upon the screening results, the ISD Special Education Department will initiate the RTI process with collaboration staff and refer the child for further assessment, if applicable. Further assessment will be requested only in the areas of concern identified by the screening results;
- C. ISD Special Education Director or designee will request the referral meeting by contacting the parent and notifying the after receiving the initial information;
- D. Admission, Review and Dismissal (ARD) meetings will be held at an ISD facility as is mutually agreeable with parent, ISD staff, and CCP if granted permission by parent;
- E. If a referral to the ISD is made, reports from all completed assessments are provided to the CCP contingent upon parent’s consent to release confidential special education records;
- F. The content of the referral meeting will include a description of ISD services and qualification requirements and completion of the referral packet if appropriate and parents’ written agreement;
- G. ISD Diagnostician or speech therapist for the child’s home school will notify the parents and the CCP, if granted permission by parent, of all meetings regarding the child’s’ assessment and/or placement following TEA rules and regulations;
- H. Any parent with enrolled child who directly requests for testing from the ISD will receive testing within the federally required testing period;
- I. CCP staff are welcome to attend the ISD meetings if permissible by parent; and
- J. Special Education timelines apply to all referrals.

Service Coordination

- A. Progress Notes:
 1. With parent’s permission, ISD will submit progress notes on their activities with the child at a minimum of every twelve (12) weeks or as stated in the IEP; and
 2. ISD and CCP will maintain copies in the respective student eligibility folder.
- B. Main Chart:
 1. Special education records are to be maintained in the special education department of the ISD. It will be the responsibility of that school to see that ISD Admission Review and Dismissal (ARD) meetings are held at the appropriate times; and
 2. Children, who qualify for ISD non-self-contained special education services but choose to continue attending child care and receive services from ISD, will be enrolled in both CCP and ISD in order to receive ISD services as “pull-out” or “push-in” services.
- C. Other Agreements:
 1. Transition planning, transferring of records (with parent’s written permission) and scheduling of ARD will occur as needed to provide for continuation of services to the child; and
 2. Joint staff professional development opportunities are shared between ISD and CCP.

APPENDIX C: SUBSTITUTE STAFF

The purpose of this document is to signify an agreement between ISD and CCP regarding the provision of substitute staff in collaboration classrooms.

The substitute staff will fall into one of the following categories:

A. Occasional Need:

The occasional need for an ISD or CCP substitute would be required for staff who:

1. Call in sick;
2. Have approved vacation time; or
3. Planned absences for professional development, or other time away as required and agreed upon by ISD and CCP administration.

B. Long-Term Need:

The long-term need for an ISD or CCP substitute would be required for a staff member that is absent due to:

1. Approved Family Medical Leave;
2. Worker’s Compensation Leave; or
3. Extended absence longer than 3 days, but not yet covered by FMLA.

CCP will:

- A. Notify the ISD staff of a pending absence (occasional or long-term) of CCP lead teacher according to the ISD policies with plan for providing staff if needed to maintain classroom ratios;
- B. CCP will provide CCP staff to maintain required CCR staff-child ratios for any ISD holiday, service days and/or inclement weather days (if the CCP remains open);
- C. Communicate long-term needs or staffing issues to ISD Principal; and
- D. CCP will only provide substitute care on ISD service days to support child-staff ratio if both the ISD teacher and TA are absent and no substitute is available from the ISD; CCP will use offset resources to cover such expenses up to two days per year.

ISD will:

- A. Ensure all substitutes assigned to the CCP and ISD collaboration classrooms are eligible according to ISD and CCP employment policies. This includes an accurate and complete Personnel File in accordance with CCR Minimum Standards (see Appendix D);
- B. ISD will utilize any provided ISD TA to the collaboration classroom if a substitute is needed for the ISD teacher; if both the ISD teacher and TA are absent, the ISD will provide a single substitute; and
- C. Notify the CCP Director of a pending absence (occasional or long-term) according to the ISD policies for securing a substitute.

APPENDIX D: PERSONNEL FILE REQUIREMENTS

ISD PERSONNEL FILE REQUIREMENTS

ISD Teacher’s Name:			Center	
Standard	Employment Document Requirement	Date of Completion	Notes	
§746.901	Photo Identification		Copy required	
§746.901	Resume/Application		Copy required	
§746.901	Hire Date/End Date	Hire Date: End Date:	Signed Verification from ISD	

§746.901	DFPS Background Check		Receipt of Clear DFPS Background Check
§746.901	Confidentiality Policy <i>(Date signed before assignment)</i>		Signed Copy of Acknowledgement
§746.901	CCA Standards of Conduct <i>(Date signed before assignment)</i>		Signed Copy of Acknowledgement
§746.901	Operational Policies/Parent Handbook <i>(CCP will provide and train ISD Staff)</i>		Signed Copy of Acknowledgement
§746.901	Copy of health card or healthcare professional statement verifying active TB status <i>(Employer Verification or Medical Provider)</i>		Copy required
TEC 21.003	Teachers: ECE Degree or General Education PreK-6 Degree Minimum - Bachelor's or Advance		Copy required
TEC 21.003 TEC 29.167	Teachers: TEA Pre-K Certification; OR TEA Alt Certification with 15 hours of ECE for non ECE degree		Copy required
§746.901	ISD Substitutes: Accredited High School or higher qualification		Copy required
Standard	Training Certificate Requirement	Date of Completion	Notes
§746.1309	Professional Development (24 hours annually for non-TRS; 30 hours annually for TRS) Training and/or In-Service Log		Copies of Certificates
§746.1309	Recognition and Reporting of Child Abuse and Neglect <i>(CCP will coordinate training for ISD Staff with DFPS-online course)</i>		Copy of Certificates
§746.1309	Blood Borne Pathogens <i>(CCP will coordinate DFPS-approved online course)</i>		Copy of Certificate
§746.1309	Pediatric First Aid/CPR <i>(Not included in annual training hours; CCP will coordinate training)</i>		Copy of Certificates

APPENDIX E: HOUSE BILL 3

HB 3 ensures that state-funded Pre-K programs implement high-quality Pre-K consistent with the High-Quality Pre-K program requirements in Texas Education Code (TEC) §29.167...29.171 and consistent with the provisions of TEC Chapters 41 and 42.

These requirements include use of a curriculum aligned with the Texas Pre-K Guidelines, increased Pre-K teacher training and/or qualifications, implementation of student progress monitoring program evaluation and development of a family engagement plan.

Data Collection:

The High-Quality Pre-K program data collection must include:

- A. Demographic data;
- B. Enrollment in half-day and/or full-day Pre-K;
- C. Sources of funding for Pre-K classrooms;
- D. Class size;
- E. Instructional staff-to-student ratio;
- F. Type of curriculum;
- G. Student progress monitoring tool and results;
- H. Kindergarten readiness data;
- I. Teacher qualifications, and
- J. Family Engagement Plan

APPENDIX F: PRE-K PROGRAM RESOURCES FOR HB3 FULFILLMENT

High-Quality PreK Programs	Resources and Support
TEC §29.167, Curriculum	Texas Pre-K Guidelines Currently Adopted Instructional Materials (Curriculum) for PreK Learning Systems adopted by the State Board of Education (SBOE). CLI Engage for Classroom Activities for Teachers Curriculum Guidance Document
TEC §29.167, Pre-K Progress Monitoring	Commissioner’s List of Approved Pre-K and Kindergarten (Updated 7/12/17) Assessment Instruments 2017-2021 CLI Engage for CIRCLE Progress Monitoring (no cost) <ul style="list-style-type: none"> • Student Progress Monitoring Guidance Document Data Reporting Guidance
TEC §29.167, Teacher Qualifications	Teacher Qualifications Guidance Document
TEC §29.168, Family Engagement Plan	CLI Engage, Parents Family Engagement Plan Guidance Document
TEC §29.169, Program Evaluation	High Quality Pre-K Self-Assessment CLI Engage for CIRCLE Progress Monitoring (no cost) CLI Engage for Texas Kindergarten Entry Assessment (TX-KEA) (no cost) Commissioner’s List of Approved Pre-K and Kindergarten (Updated 7/12/17) Assessment Instruments 2017-2021 Program Evaluation Guidance Document
TEC §29.171, Eligible Private Providers	CLI Engage, Early Childhood Partnerships

CCA-CCMS, ISD, AND CCP shall each retain the right to terminate or amend this agreement upon giving a 30-day written notice to the other party.

Signature

Date

ISD Authorized Signatory and Title

[Print]



Signature

Date





Child Care Associates Authorized Signatory and Title

[Print]

Signature

Date

Child Care Partner Authorized Signatory and Title

[Print]

Arlington Independent School District Board of Trustees Communication

Meeting Date: June 28, 2022

Consent Item

Subject: Consider engage2learn (e2L) Proposals for Math and Reading Coaching Support

Purpose:

To provide teachers and academic coordinators/specialists with coaching support in their implementation of research-based best practices in the areas of mathematics and reading.

Background:


Engage2learn (e2L) is an organization that partners with school systems to bring their visions to scale through solutions that are learner-centered and support a sustainable high-achieving culture. Key services include coaching systems, mastery-based learning, school improvement, and personalized learning provided through three primary methods:

- Culture/systems design
- Immersive and rigorous professional learning; and
- Design planning

Arlington ISD (AISD) began the ESSER III funded engage2Learn (e2L) coaching support of teachers in the 2021-2022 school year. This is a continuation of the support to the Math and Reading teachers, as well as academic coordinators and/or specialists, for the 2022-2023 school year.

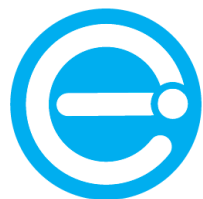
Recommendation:

The administration recommends the Board of Trustees approve the 2022 – 2023 engage2Learn contract.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Dr. Steven Wurtz Date: June 21, 2022

Coaching Support for Math and Reading

A Proposal For Arlington ISD
Prepared: June 22, 2022



engage2learn

This proposal is submitted upon request of Arlington ISD and details a plan for Coaching Support for Math and Reading, that can be further customized in collaboration between Arlington ISD and Engage! Learning, LLC., dba engage2learn (e2L).

Estimated Project Timeline

Deliverable	Timeline
<p>Math and Reading Coaching Cycles 576 days</p> <ul style="list-style-type: none"> ● Coaching for up to 664 teachers <ul style="list-style-type: none"> ○ 5 Coaching Cycles each ● Cycles include: <ul style="list-style-type: none"> ○ Introductory Visit & Classroom Observations ○ Debrief and Coaching Conversations 	Fall 2022 - Spring 2023
<p>Academic Coordinator/Specialists Coaching 10 days</p> <ul style="list-style-type: none"> ● Up to 12 Specialists <ul style="list-style-type: none"> ○ 5 sessions each 	Fall 2022 - Spring 2023
<p>eSuite® 1-year subscription</p> <ul style="list-style-type: none"> ● eGrove Coach® ● ePLC® ● eSuite® Reports ● Clever Custom Integration <p>Dashboard Customization</p> <ul style="list-style-type: none"> ● Customized Coaching Benchmark Summary Report <ul style="list-style-type: none"> ○ Includes Rubric Data Migration ○ To reflect 2-3 Average GIs ● Impact Console <ul style="list-style-type: none"> ○ District Data Import 	Fall 2022 - Spring 2023

Fees and Expenses

Service	e2L Team	Days	Fees
5 Coaching Cycles	e2L Coaching Staff	576 days	\$1,440,000
Academic Coordinator/Specialists Coaching	e2L Coaching Staff	10 days	\$23,000
Subtotal			\$1,463,000
eSuite® Online Coaching Platform			
<ul style="list-style-type: none"> • District-Wide Subscription • 1-Year Subscription • Includes the following online apps: <ul style="list-style-type: none"> ○ eGrowe Coach® coaching app ○ ePLC® professional learning app ○ eSuite Reports® app for reporting on coaching, growth, and implementation • Clever Integration • Dashboard Customization 			
			Expires 6/30/2023 \$68,420.24
e2L Project Management			
<ul style="list-style-type: none"> • Determine the requirements, resources, and schedule for implementation • Executive Status Reports • Project Monitoring and Reporting 			\$175,560
e2L Travel Reimbursements			
<ul style="list-style-type: none"> • \$500/day per onsite facilitator 		586 days	\$293,000
Total all services and fees			\$1,999,980.24

**Any increase in the scope of services will be addressed in a separate contract agreement. Fees and expenses will be invoiced monthly and payment terms are on a Net 30 basis. Prices are subject to increase on an annual basis by the greater of 4% or the Consumer Price Index (CPI). The CPI will be based on the most recently published update prior to the annual contract renewal.*

For your purchasing department needs, engage2learn Interlocal Agreements and Purchasing Cooperative contracts can be found at this [link](#).

Additional Terms

- A. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. Any change in the scope of services and/or fees will be addressed in an addendum to this Agreement effective only when executed by both parties hereto.
- B. Responsibilities of Engage! Learning, LLC., dba engage2learn include performing all research, planning, facilitation, presentation, and additional duties necessary for the successful completion of the project described in this proposal within the reasonable timeframe allotted in this proposal. Responsibilities of Arlington ISD include providing and arranging for all meetings including expenses associated with those meetings and communications to participating parties.

- C. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party. Engage! Learning, LLC., dba engage2learn shall be entitled to compensation for all services provided up to the effective date of termination.
- D. Other than as expressly set out in this Agreement and the exhibits attached hereto, all warranties, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose are disclaimed.
- E. The parties agree that the exclusive remedy, and Engage! Learning, LLC., dba engage2learn's entire liability with respect to this training, shall be termination of this Agreement as set forth herein. The parties further agree that Engage! Learning, LLC., dba engage2learn shall not be liable to Arlington ISD for any damages, including any lost time, expenses, or other incidental or consequential damages arising out of its use or inability to use this training or the breach of any express or implied warranty, even if Engage! Learning, LLC., dba engage2learn has been advised of the possibility of those damages.
- F. The parties acknowledge and agree to the binding terms that these services are being provided for the benefit of Arlington ISD only, and it is not permissible for Arlington ISD or any Arlington ISD personnel to perform these services in whole or in any part thereof to others who are not a part of Arlington ISD.
- G. This contract is subject to force majeure and is contingent on strikes, accidents, acts of God, weather conditions, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delays beyond the control of the parties. If delivery of any training provided for herein as scheduled is prevented by force majeure, then the parties shall cooperate in rescheduling without penalty to either party.
- H. Engage! Learning, LLC., dba engage2learn maintains all registered copyright privileges on this unique proprietary, custom-designed process that no other company provides. There are no other agents, dealers, or educational consulting firms of any kind authorized to sell, promote, or facilitate in any way Engage! Learning, LLC., dba engage2learn products or services. Use of this material without express written authorization is strictly prohibited.
- I. This agreement shall be interpreted under the laws of Texas, and venue is proper in Tarrant County, Texas.
- J. Engage! Learning, LLC., dba engage2learn affirms that it does not and will not boycott Israel during the term of this agreement. Texas Gov't Code 2270
- K. Nothing in this Agreement shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of the District, its trustees, officers, employees, and agents as a result of the execution of this Agreement.

Please complete the following Partner Contact Information

Accounts Payable (Name, email, telephone)	
Project Lead Contact (Name, email, telephone)	
eSuite® Lead Contact (Name, title, email)	
Funding Source	
Fiscal Year End Date:	
PO#	
Address of Licensor: Engage! Learning, Inc. dba engage2learn 307 Inverness Pt. Portland TX 78374	Address of Licensee:

By signing below, I hereby represent and warrant that I have the authority to execute this Agreement on behalf of Arlington ISD and that I have read, understand, and agree with all terms and conditions contained herein, including all terms and conditions in the attached Exhibits A and B. In the event that there exists a conflict between any term, condition, or provision contained within this Agreement and Exhibits A and B, this Agreement shall control. By their signatures below, both parties have caused this Agreement to be executed and delivered by their authorized representatives as of the effective date.

Signature of District Representative
AcM

Matt Bachman, CFO, engage2learn

Printed Name/Title

June 14, 2022
Date

Date

engage2learn EIN#- 45-4211320

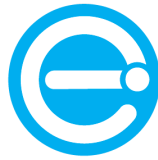


Exhibit A

eSuite[®] Software License Agreement

This Software License Agreement (this "Agreement"), effective **July 1, 2022** (the "Effective Date"), is made and entered into by and between Engage! Learning, LLC., dba engage2learn ("Licensor") and **Arlington ISD** ("Licensee"). Licensor and Licensee are each referred to herein as a "party" and collectively as the "parties."

- 1. Software.** The term "Software" shall mean the eSuite library of programs, materials, resources and services including but not limited to tools, message boards, chat or other content located on the site.
- 2. License Grant.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a limited, non-exclusive, non-transferable, royalty-free, paid-up license to use an executable version of the Software for Licensee's internal training purposes during the License Term for the following number of Licensed Users: **District-Wide Subscription**
- 3. License Fee.** Upon execution of this Agreement, Licensee shall pay to Licensor the following License Fee: shown in Fees and Expenses Table
- 4. License Term.** Unless terminated earlier as provided herein, the term of this Agreement (the "License Term") shall be for the following number of months from the Effective Date: **12 months (expires 6/30/2023)**
- 5. Terms and Conditions.** The terms and conditions attached hereto are a part of this Agreement and are incorporated herein by this reference.
- 6. No Modification.** This Agreement cannot be modified or amended except by a written agreement signed by an authorized representative of each party.
- 7. Acceptance.** By signing below, each party signifies that it has carefully examined and agrees to be bound by all the terms and conditions of this Agreement (including, without limitation, the terms and conditions attached hereto) as of the Effective Date stated above.

Terms and Conditions

DEFINITIONS

1. **"Affiliate"** means, with respect to a party, an entity that is controlled by such party. With respect to an entity, control means the ability, whether by ownership of equity interests, voting rights, contract, or otherwise, to direct the management, policy, or affairs of such entity. An entity will be considered an Affiliate only for such time as such control is maintained.
2. **"Confidential Information"** (as it relates to Licensor) shall mean the Software and all content, templates, videos, curriculum, drawings, diagrams, specifications, customer and supplier lists, accounting and financial information, trade secrets, business and technical "know how," processes, formulas, procedures, technology, strategies, data processing procedures, and other information or data provided to Licensee by Licensor.
3. **"Contribution"** shall mean any original work of authorship, including any modifications or additions to an existing work that is intentionally submitted by Licensee or a Licensed User to Licensor for inclusion in, or documentation of, any of the products owned or managed by Licensor (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to Licensor, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, Licensor for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by Licensee or its Representatives as "Not a Contribution."
4. **"Including" means** "including but not limited to" (whether or not capitalized).
5. **"Intellectual Property Rights"** means (i) copyrights and copyrightable works; whether registered or unregistered; (ii) trademarks, service marks, trade dress, logos, registered designs, trade and business names (including Internet domain names, corporate names and email address names), whether registered or unregistered; (iii) patents, patent applications, patent disclosures and inventions (whether patentable or not); (iv) trade secrets, processes, methods, data privacy rights, know-how and rights in designs, and (v) all other forms of intellectual property or any other proprietary rights of either Party or any third person in each case in every jurisdiction worldwide.
6. **"Licensed User"** means a Representative of Licensee who is authorized to execute the Software pursuant to this Agreement.
7. **"Representatives"** shall mean the directors, officers, employees, and agents of a party.
8. **"Software"** shall mean Licensor's computer software known as eSuite, including all related content, curriculum, templates, videos, and documentation.
9. **"Source Code"** shall mean all necessary instructions, tools, documents, computer programs or code in human readable language from which machine-readable, executable code can be derived.

LICENSE RESTRICTIONS

1. No Right to Transfer. The license granted herein is personal to the Licensee and does not extend to any other individuals or entities. Licensee shall not assign or transfer its rights or obligations under this Agreement without the prior written consent from Licensor, and any purported assignment or transfer without such prior written consent shall be null and void.
2. No Right to Sublicense. Licensee shall not have any right to sublicense the rights granted herein or use the Software in a service bureau capacity or any other manner except as expressly authorized in this Agreement.
3. Limited Right to Copy. Licensee may make a copy of Licensee's original Contribution(s) and the Software's content, curriculum, templates, videos, and documentation for use under the Terms of Use during the Term of the License. Licensee shall have no right to copy or reproduce or distribute Licensor's Software except as expressly authorized in this Agreement or otherwise authorized by Licensor in writing prior to such intended copying or reproduction.
4. Reservation of Rights. Licensor reserves all rights not expressly granted herein. Except as otherwise agreed by Licensor in writing, no express or implied license or right of any kind is granted to Licensee regarding the Licensor's Software, including any right to reproduce, copy, market, sell, distribute, transfer, translate, modify, or adapt the Software. Licensee understands that no license is granted by this Agreement to the Source Code of Licensor's Software. Licensee shall not decompile, disassemble, reverse engineer, or otherwise seek to ascertain the Source Code of the Licensor's Software in any manner, except as may be expressly permitted by law.
5. Title. Licensor shall retain title to the Software. Licensee agrees that, except for Licensee's license described in this Agreement, Licensee has no right, title or interest in the Licensor's Software, in any form, or in any copies thereof, including all worldwide intellectual property rights and Confidential Information rights therein. In connection therewith, Licensee agrees at all times hereafter to keep the Licensor's Software free of all security interests, liens, encumbrances, mortgages, and claims whatsoever, and Licensee agrees that neither it nor anyone at its direction shall file a financing statement, mortgage, notice of lien, deed of trust, security agreement or any other agreement or instrument creating or giving notice of an encumbrance or charge against the Licensor's Software.
6. License for Derivative Works. Each Licensed User is required to execute an End User License Agreement, which grants Licensor a license for Contributions made by Licensed Users to the Software
7. Ownership of Pre-Existing Works. Nothing in the Agreement is intended to convey any right, title or interest in or to any tools or proprietary items of Licensor (other than Software) that were in existence on or prior to the date of this Agreement. Nothing in the Agreement is intended to convey any right, title, or interest in or to any tools or proprietary items of Licensor (other than Software) or that are developed by Licensor during or after the term of this Agreement unless (and then only to the extent) the Agreement expressly provides.

WARRANTIES

1. THE SOFTWARE IS PROVIDED “AS IS” AND “WITH ALL FAULTS.” LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
2. Licensor represents and warrants that it has taken reasonable steps to test the Software licensed pursuant to this Agreement for viruses and to the best of its knowledge the Software is free from viruses as of the date of delivery to Licensee by Licensor. Licensor will take commercially reasonable steps to have future updates or releases of the Software, if any, delivered to Licensee free of viruses. Reasonable steps shall mean that Licensor has used then-current industry standard tools which are designed to prevent inclusion of viruses in the Software.

LIMITATION OF LIABILITY

3. NEITHER PARTY NOR ANY OF THAT PARTY'S AFFILIATES OR REPRESENTATIVES SHALL BE LIABLE HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING GROSS NEGLIGENCE) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, OVERHEAD COSTS, AND DAMAGES ARISING OUT OF COMMITMENTS TO SUBCONTRACTORS OR PERSONAL SERVICE CONTRACTS, EVEN IF LICENSOR HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.
THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY, IF ANY, ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE SUM OF ANY AMOUNTS RECEIVED BY LICENSOR FROM LICENSEE UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING GROSS NEGLIGENCE) OR OTHERWISE.

CONFIDENTIALITY

4. Each party understands that during the term of the Agreement, each party may have access to and may learn Confidential Information of the other party, including technical information, Source Codes, computer programs, ideas, and other trade secrets of the other party. Each party understands that it has no title to or rights to use the other party's Confidential Information except as expressly set forth in this Agreement.
5. Each party agrees to hold in confidence all Confidential Information of the other party and use such Confidential Information only for the purpose of this Agreement. Each party further agrees not to reproduce, distribute, or disclose the other party's Confidential Information to a third party without first obtaining the other party's express written consent. Each party will not disclose the other party's Confidential Information to anyone except its authorized Representatives who have a need to know such Confidential Information to fulfill the purpose of this Agreement.
6. These restrictions shall not apply to information: (i) that is or becomes generally known through no fault of the receiving party, (ii) that the receiving party can show was in its possession prior to its receipt from the disclosing party, (iii) that the receiving party can show was received by it from a third party not prohibited from disclosing the information, or (iv) that was developed independently by the receiving party without the use of the other party's Confidential Information or (in the case of the Licensee) Licensor's Software.
7. If disclosure of Confidential Information is required by law, subpoena or a government authority, the receiving party may make such disclosure provided that the other party, **if required or permitted by law**, is notified in writing prior to the disclosure and every reasonable effort is made to protect the other party's proprietary interests in such Confidential Information.

NOTICES

8. All written notices from one party to the other shall be deemed to have been given if sent by facsimile transmission, electronic mail, certified mail or registered or express mail or by hand delivery to the

corresponding address stated on page 1 of this Agreement. All address changes shall be communicated to the other party by notice in accordance with this section.

TERMINATION

9. Licensor may terminate this Agreement if Licensee fails to cure any breach of this Agreement within 30 days after receiving written notice of such breach; provided, however, that Licensor may terminate this Agreement immediately upon notice to Licensee if Licensee breaches its confidentiality obligations under this Agreement or otherwise commits a breach that is not curable.
10. Licensee may terminate this Agreement at any time during ~~the first year of the~~ License Term if the Software fails to perform in accordance with the specifications provided to Licensee and such failure continues for more than thirty (30) days following written notice from Licensee, and at any time during the Term if any third party makes any claim against Licensee that the Software infringes or misappropriates any Intellectual Property.
11. Upon any expiration or termination of this Agreement, Licensee will immediately cease any and all use of the Software and the Confidential Information of Licensor, and Licensee will promptly and permanently delete all electronic copies, and return to Licensor or destroy, at Licensor's option, all tangible copies, of the Software and Confidential Information then in Licensee's possession and shall certify the same in writing to Licensor within 10 days after such expiration or termination.

INDEMNIFICATION

12. Infringement Indemnity. Licensor agrees to indemnify, defend and hold harmless Licensee and its Affiliates, as applicable by Texas State Law, (collectively, the "Indemnitees") from and against any and all claims by third parties for damages, liabilities, penalties, fines, losses, costs and expenses including reasonable attorneys' fees (collectively, "Losses") arising from or relating to any claim or allegation that the Software violates, misappropriates or infringes any Intellectual Property Rights, or misappropriates any trade secret, of any third party or violates the terms of any third party software license contained within the Software provided as part of the Software. If any Software, in whole or in part, constitute or may constitute infringement, violation or misappropriation of any third party's Intellectual Property Rights, and/or if Licensee's use thereof is or may be enjoined, Licensor, in addition to its indemnification obligations hereunder, shall promptly either: (i) secure for Licensee rights to continue using such infringing Software; or (ii) re perform or replace such Software with comparable non infringing Software; or (iii) modify the Software so that they become non infringing. In the event Licensor is unable to procure one of the aforementioned remedies, Licensor shall, in addition to its indemnification obligations hereunder, promptly refund to Licensee all amounts paid to Licensor under this Agreement for the Software that are the subject of such infringement claim.
13. General Indemnification. **To the extent permitted by law,** either party shall indemnify, defend and hold harmless (the "Indemnifying Party") the other party (the "Indemnified Party") from and against any and all Losses arising from or relating to: (i) the gross negligence or willful misconduct of Indemnifying Party, or any of Indemnifying Party's subcontractors, employees, or representatives; (ii) the breach of any term, covenant, or obligation contained in this Agreement, by Indemnifying Party, its subcontractors, employees or representatives; and (iii) any claim with respect to bodily injury, death or damage to tangible property sustained as a result of the acts or omissions of Indemnifying Party, its subcontractors, employees or representatives.
14. Notification, Rights and Cooperation. Indemnifying Party agrees to give Indemnified Party prompt written notice of any claim subject to indemnification; provided that Indemnifying Party's failure to promptly notify Indemnified Party shall not affect Indemnified Party's obligations hereunder except to the extent that Indemnifying Party's delay prejudices Indemnified Party's ability to defend such claim. Indemnifying Party shall have the right to defend against any such claim with counsel of its own choosing and to settle such claim as Indemnifying Party deems appropriate, provided that Indemnifying Party shall not enter into any settlement that adversely affects Indemnified Party's rights without Indemnified Party's prior written

consent. Licensee agrees to reasonably cooperate with Indemnifying Party in the defense and settlement of any such claim, at Indemnifying Party's expense.

MISCELLANEOUS

15. Choice of Law and Forum. This Agreement and the agreements, instruments, and documents contemplated hereby will be governed by and constructed in accordance with the laws of the State of Texas (exclusive of conflicts of law principles) and will be deemed to call for performance in **Tarrant County, Texas**. The parties consent to and agree to submit to the jurisdiction of such courts. Venue in any such dispute, whether in federal or state court, will be laid exclusively in **Tarrant County, Texas**.
16. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other prior or contemporaneous understandings or agreements with respect to the subject matter hereof.
17. Independent Contractor. Licensor is an independent contractor of Licensee and not an employee, agent, partner, joint venturer, representative, broker or principal of Licensee for any purpose. Neither Licensor nor any employee of Licensor shall acquire any of the rights, privileges, powers or advantages of an employee of Licensee, including disability insurance, vacation or sick pay or any other benefits available to Licensee employees. Licensor shall be solely responsible for all wages, benefits, taxes, withholdings, training, and expenses of its employees, including the employees assigned to perform Services under this Agreement.
18. No Publicity. Neither Party shall use the other Party's name or trademark in any advertising, written sales promotion, press releases and/or other publicity matters relating to this Agreement without the other Party's written consent. Licensor acknowledges that Licensee has a no publicity policy regarding its vendor relationships. Notwithstanding the above, during the Term of this Agreement only, Licensor may list Licensee's name, but not the Licensee logo, on a customer list that it provides to prospective buyers of its products or services.
19. Force Majeure. Notwithstanding any other provision of this Agreement, no Party shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or inability to perform its obligations under this Agreement if the delay or inability arises from any cause beyond the reasonable control of that Party (each, a "Force Majeure Event"); provided, however, that Licensor shall comply with any business continuity requirements and shall use reasonable efforts to mitigate the effect and duration of such Force Majeure Event. The Parties shall promptly resume performance hereunder after the Force Majeure Event has passed; however, if a delay continues for 60 days or more, the Party not experiencing the Force Majeure Event may terminate this Agreement without penalty upon written notice to the other Party.
20. Headings. The headings used in this Agreement are for convenience of reference only and shall not be used to interpret the provisions of this Agreement.



Exhibit B

Data Use and Privacy Agreement

Effective Date: 06/27/2019

This Data Use and Privacy Agreement (“Agreement”) is made by and between Engage! Learning, LLC., dba engage2learn (“e2L”) and the Arlington Independent School District (“District”), the owner of the data. e2L understands the extension of trust placed in us with our handling of District data that may be provided to us for the purpose of performing our services. In accordance with this responsibility, e2L agrees to handle the data in the following manner:

Definition of “Data”: Data include all Personally Identifiable Information (PII) and other non-public information. Data include, but are not limited to, student data, metadata, and user content. All PII will be treated in accordance with the:

- Texas Student Privacy Act (Texas Education Code § 32.151)
 - <https://statutes.capitol.texas.gov/Docs/ED/htm/ED.32.htm>
- Children’s Online Privacy Protection Rule (COPPA)
 - <https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/childrens-online-privacy-protection-rule>
- Federal Education Rights and Privacy Act (FERPA)
 - <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>
- All applicable state and federal law

Rights and License to Data: All rights, including all intellectual property rights, shall remain the exclusive property of the District, and e2L has a limited, nonexclusive license solely for the purpose of performing its obligations and services. e2L does not have any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly needed to perform its services. Under the foregoing license, e2L shall have no right to sell or trade Data. Any Data held by e2L will be made available to the District upon request by the District.

Data Use and Collection: e2L will collect and use only Data which is necessary to fulfill its duties, provide services, and improve services to the District. e2L is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited. Data and/or programs stored on District equipment will not be duplicated and/or stored by e2L on other media without the District’s express permission. The District understands that e2L may rely on one or more subcontractors to perform services. e2L agrees to share the names of these subcontractors with the District upon request. All subcontractors and successor entities of e2L will be subject to the terms of this Agreement.

Data Transfer or Destruction: e2L will ensure that all District Data in its possession and in the possession of any subcontractors, or agents to which e2L may have transferred Data, are destroyed or transferred to the District under the direction of the District when the Data are no longer needed for their specified purpose, at the request of the District.

Security Controls: e2L will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. e2L will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. e2L will also have a written incident response plan, to include prompt notification of the District in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. e2L agrees to share its incident response plan upon request.

Modification of Terms of Service: e2L reserves the right to modify this Agreement and will notify the District in advance of the effective date of revisions to the terms of this Agreement. Further, e2L agrees to notify the District should there be any material change to e2L's practices of collecting or using the District's Data. **No modification shall be binding without the District's written approval.**

Arlington Independent School District Board of Trustees Communication

Meeting Date: June 28, 2022	Consent Item
Subject: Consider engage2learn (e2L) Proposal for Pathway 2 Vetted Improvement Program Catalyst Coaching Program	

Purpose:

To improve Tier 1 instruction by providing coaching on best practices to teachers and campus leaders through engage2learns’s Catalyst Coaching Program (CCP) through support at Hale Elementary, Morton Elementary, Rankin Elementary and South Davis Elementary.


Background:

Arlington ISD (AISD) was a recipient of the Title 1, 1003 ESF Focused Support Grant for 2021-2023 with engage2Learn (e2L) as our vetted improvement partner. This is the second year of the 2 year grant.

AISD’s School Improvement department will continue for the second year to utilize the remaining Texas Education Agency’s (TEA) Vetted Improvement Program grant funds with the e2L Catalyst Coaching program (CCP) support at Hale Elementary, Morton Elementary, Rankin Elementary and South Davis Elementary schools. This program provides personalized, job-embedded coaching to teachers and campus leaders. This targeted instructional support program ensures the key practices from the Effective Schools Framework are continuously enacted in order to transform classroom/campus culture and increase effective Tier 1 differentiated instruction in any classroom.

Recommendation:

The administration recommends the Board of Trustees approve the 2022 – 2023 engage2Learn proposal for Pathway 2 Vetted Improvement Program - Catalyst Coaching Program proposal as presented.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Dr. Tracie Brown
	Date: June 21, 2022

ESF-Focused Support Grant

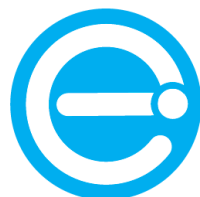
Pathway 2 Vetted Improvement Program

e2L Catalyst Coaching Program

4 Campuses

A Proposal For Arlington ISD

Prepared: June 22, 2022



engage2learn

Introduction

This proposal is submitted upon request of Arlington ISD and details a plan to utilize TEA's Vetted Improvement Program for school improvement. engage2learn's (e2L) Catalyst Coaching Program (CCP) provides personalized, job-embedded coaching to teachers, campus leaders, and principal supervisors. This targeted instructional support program ensures the key practices from the Effective Schools Framework are continuously enacted in order to transform classroom/campus culture and increase effective Tier 1 Differentiated instruction in any classroom.

Deliverables Outcomes

Deliverables	Outcomes
Highly effective 1-on-1, or small group, coaching conversations	Growth in use of e2L High-Yield Best Practices [®] and student achievement
Teacher portfolios aligned to T-TESS and increased teacher leadership	Improved Tier 1 Differentiated Instruction and increased student engagement, student achievement, and growth in learner profile traits
Reporting on evidence-based teacher, and leader growth on the 12 e2L Life Ready Best Practices [®]	Increased leader engagement and growth in creating culture
Reporting on evidence-based teacher and leader growth on the e2L Coach Standards [®]	Increased leadership capacity for leading culture change
Increased leadership capacity for creating the ideal culture	Growth in the use of the eGrowe [®] Coaching Model
	Increased sustainability of implementation of the e2L Life Ready Best Practices [®] at the classroom level based on internal capacity for teaching and leadership
	Increased teacher engagement and satisfaction as well as instructional leadership

Estimated Project Timeline

Description per Campus	Timeline
Teacher Training 4 days <ul style="list-style-type: none"> ● Up to 12 teachers ● Includes Unit Design 	2022-2023
Coaching Cycles 57 Days <ul style="list-style-type: none"> ● Coaching for up to 60 teachers <ul style="list-style-type: none"> ○ 5 Coaching Cycles each ● Cycles include: <ul style="list-style-type: none"> ○ Introductory Visit & Classroom Observations ○ Debrief and Coaching Conversations 	2022-2023
Executive Collaboratives and Support 4.5 days <ul style="list-style-type: none"> ● Leadership Orientation and Year 2 Calibrations <ul style="list-style-type: none"> ○ Principal ○ Assistant Principal ○ Instructional Coach for 1 campus 	2022-2023

Fees and Expenses | Hale Elementary

Service	e2L Team	Days	Fees
Teacher Training	1 e2L facilitator	1 day	\$3,050
Coaching Cycles	e2L Coaching Staff	14 1/4 days	\$35,625
Executive Collaborative & Support	1 e2L facilitator	1 1/8 day	\$3,431.25
Design Prep-Work		Remote	\$312.50
		Subtotal	\$42,418.75
e2L Project Management			
	<ul style="list-style-type: none"> Determine the requirements, resources, and schedule for implementation Executive Status Reports, Project Monitoring and Reporting 		\$8,483.75
e2L Communications			
	<ul style="list-style-type: none"> Strategy and Media Consultation, Implementation of Customized Tactics 		\$1,273
e2L Travel Reimbursements			
	<ul style="list-style-type: none"> \$500/day per onsite facilitator 	16.5 days	\$8,250
		*Total all services and fees	\$60,425

Fees and Expenses | Morton Elementary

Service	e2L Team	Days	Fees
Teacher Training	1 e2L facilitator	1 day	\$3,050
Coaching Cycles	e2L Coaching Staff	14 1/4 days	\$35,625
Executive Collaborative & Support	1 e2L facilitator	1 1/8 day	\$3,431.25
Design Prep-Work		Remote	\$312.50
		Subtotal	\$42,418.75
e2L Project Management			
	<ul style="list-style-type: none"> Determine the requirements, resources, and schedule for implementation Executive Status Reports, Project Monitoring and Reporting 		\$8,483.75
e2L Communications			
	<ul style="list-style-type: none"> Strategy and Media Consultation, Implementation of Customized Tactics 		\$1,273
e2L Travel Reimbursements			
	<ul style="list-style-type: none"> \$500/day per onsite facilitator 	16.5 days	\$8,250
		*Total all services and fees	\$60,425

Fees and Expenses | Rankin Elementary

Service	e2L Team	Days	Fees
Teacher Training	1 e2L facilitator	1 day	\$3,050
Coaching Cycles	e2L Coaching Staff	14 1/4 days	\$35,625
Executive Collaborative & Support	1 e2L facilitator	1 1/8 day	\$3,431.25
Design Prep-Work		Remote	\$312.50
		Subtotal	\$42,418.75
e2L Project Management			
<ul style="list-style-type: none"> Determine the requirements, resources, and schedule for implementation Executive Status Reports, Project Monitoring and Reporting 			\$8,483.75
e2L Communications			
<ul style="list-style-type: none"> Strategy and Media Consultation, Implementation of Customized Tactics 			\$1,273
e2L Travel Reimbursements			
<ul style="list-style-type: none"> \$500/day per onsite facilitator 			16.5 days \$8,250
*Total all services and fees			\$60,425

Fees and Expenses | S. Davis Elementary

Service	e2L Team	Days	Fees
Teacher Training	1 e2L facilitator	1 day	\$3,050
Coaching Cycles	e2L Coaching Staff	14 1/4 days	\$35,625
Executive Collaborative & Support	1 e2L facilitator	1 1/8 day	\$3,431.25
Design Prep-Work		Remote	\$312.50
		Subtotal	\$42,418.75
e2L Project Management			
<ul style="list-style-type: none"> Determine the requirements, resources, and schedule for implementation Executive Status Reports, Project Monitoring and Reporting 			\$8,483.75
e2L Communications			
<ul style="list-style-type: none"> Strategy and Media Consultation, Implementation of Customized Tactics 			\$1,273
e2L Travel Reimbursements			
<ul style="list-style-type: none"> \$500/day per onsite facilitator 			16.5 days \$8,250
*Total all services and fees			\$60,425
All Campuses Total			\$241,700

*Any increase in the scope of services will be addressed in a separate contract agreement. Fees and expenses will be invoiced monthly and payment terms are on a Net 30 basis.

Additional Terms

- A. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter

of this Agreement. Any change in the scope of services and/or fees will be addressed in an addendum to this Agreement effective only when executed by both parties hereto.

- B. Responsibilities of engage2learn include performing all research, planning, facilitation, presentation, and additional duties necessary for the successful completion of the project described in this proposal within the reasonable timeframe allotted in this proposal. Responsibilities of Arlington ISD include providing and arranging for all meetings including expenses associated with those meetings and communications to participating parties.
- C. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party. Engage2learn shall be entitled to compensation for all services provided up to the effective date of termination.
- D. Other than as expressly set out in this Agreement and the exhibits attached hereto, all warranties, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose are disclaimed.
- E. The parties agree that the exclusive remedy, and engage2learn's entire liability with respect to this training, shall be termination of this Agreement as set forth herein. The parties further agree that engage2learn shall not be liable to Arlington ISD for any damages, including any lost time, expenses, or other incidental or consequential damages arising out of its use or inability to use this training or the breach of any express or implied warranty, even if engage2learn has been advised of the possibility of those damages.
- F. The parties acknowledge and agree to the binding terms that these services are being provided for the benefit of Arlington ISD only, and it is not permissible for Arlington ISD or any Arlington ISD personnel to perform these services in whole or in any part thereof to others who are not a part of Arlington ISD.
- G. This contract is subject to force majeure and is contingent on strikes, accidents, acts of God, weather conditions, inability to secure labor, fire regulations or restrictions imposed by any government or governmental agency, or other delays beyond the control of the parties. If delivery of any training provided for herein as scheduled is prevented by force majeure, then the parties shall cooperate in rescheduling without penalty to either party.
- H. Engage2learn maintains all registered copyright privileges on this unique proprietary, custom-designed process that no other company provides. There are no other agents, dealers, or educational consulting firms of any kind authorized to sell, promote, or facilitate in any way engage2learn products or services. Use of this material without express written authorization is strictly prohibited.
- I. This agreement shall be interpreted under the laws of Texas, and venue is proper in Tarrant County, Texas.
- J. Engage2learn affirms that it does not and will not boycott Israel during the term of this agreement. Texas Gov't Code 2270

Please complete the following Partner Contact Information

Accounts Payable (Name, email, telephone)	
Project Lead Contact (Name, email, telephone)	
eSuite® Lead Contact (Name, title, email)	
Fiscal Year End Date:	
PO#	
Address of Licensor: Engage! Learning, Inc. dba engage2learn 307 Inverness Pt. Portland TX 78374	Address of Licensee:

By signing below, I hereby represent and warrant that I have the authority to execute this Agreement on behalf of Arlington ISD and that I have read, understand, and agree with all terms and conditions contained herein. By their signatures below, both parties have caused this Agreement to be executed and delivered by their authorized representatives as of the effective date.

Signature of District Representative

ACM

Matt Bachman, CFO, engage2learn

Printed Name/Title

June 22, 2022

Date

engage2learn EIN#- 45-4211320

Arlington Independent School District Board of Trustees Communication

Meeting Date: June 28, 2022

Consent Item

Subject: Approval of UTA and ACCHS Titan Scholar partnership beginning in the 2022–2023 school year.

Purpose:


This agreement extends the UTA/AISD Titan Scholar program to ACCHS students so that they have opportunities to earn both college and high school credit while enrolled in high school. The college district and school district will approve students meeting program requirements to enroll in courses referenced in this agreement. Course credit will be awarded through the school district.

Background:

The Arlington ISD originally entered into a partnership with UTA to implement a Titan Scholar Program in 2017. This partnership enabled ACHS students to participate in UTA dual credit experiences upon completing their TCC associates degree requirements. Beginning in the 2022 – 2023 school year, ACCHS will offer senior level courses. This partnership extends the UTA Titan Scholar program to ACCHS students.

Recommendation:

The administration recommends the Board approve the proposed Memorandum of Understanding to extend its partnership with UTA in support of ACCHS students' college and career readiness.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Dr. Steven Wurtz
	Date: June 21, 2022

DUAL CREDIT PARTNERSHIP AGREEMENT
BETWEEN
THE UNIVERSITY OF TEXAS AT ARLINGTON
AND
ARLINGTON COLLEGE AND CAREER HIGH SCHOOL

This Dual Credit Partnership Agreement (“Agreement”) is made and entered into effective as of June 14, 2022 (“Effective Date”), by and between The University of Texas at Arlington, an agency and institution of higher education established under the laws of the State of Texas (“University”), and the school listed above (“School”). University and School may be referred to singularly as a “Party” and collectively as the “Parties”.

WHEREAS, Texas Education Code (“TEC”) §§ 28.009, 29.182 and 29.184 and 19 Texas Administrative Code (“TAC”) Chapter 4, Subchapter D authorize an institution of higher education to contract with a public school district for the provision of instruction resulting in dual credit received by a Student for such a course.

WHEREAS, University offers a dual credit partnership program (“Program”).

WHEREAS, School and School’s students (“Students”) wish to participate in the Program.

NOW THEREFORE, for the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

Overview of the Program

In accordance with and under the authority of the Texas Administration Code Title 19, Part I, Chapter 4, Subchapter D, Rule §4.85 and the Rules and Regulations of the Texas Higher Education Coordinating Board (THECB), University allows Students, who meet eligibility requirements, to enroll in college-level courses while completing their high school studies.

Goals of the Program

The Program’s goals align with the statewide goals developed by the Texas Higher Education Coordinating Board (“THECB”) and the Texas Education Agency (“TEA”) for dual credit courses.

Goal 1: University and School will collaborate to implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including, but not limited to policies on enrollment and applicable fees. School will host an information session once per year to discuss the program in detail and address questions. University will have a representative present at this information session and will present relevant information. University will provide information on University’s website.

Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education. The Dual Credit Coordinator (academic advisor) at University is available to assist students through the application and major decision process and to provide ongoing support.

Goal 3: All dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion. Many resources at the

University (e.g. tutoring, supplemental instruction and the library) are available to dual credit participants. Information regarding these resources will be presented in the dual credit orientation module. They will also be shared throughout the semester by the Dual Credit Coordinator (academic advisor) at University.

Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses. Dual credit participants are immersed in the same sections as native University students. They will be exposed to proper college coursework etiquette and expectations through their dual credit experience making them more prepared for future coursework.

Program Requirements

1. Eligible Courses

University shall establish and conduct the courses included in the degree plans that are made available to Students. Students are encouraged to enroll in 1000 and 2000-level courses. Enrollment of Students in 3000 and 4000-level courses will be reviewed by University and School on a case-by-case basis. Students are encouraged to take coursework that will apply to a future major or area of interest.

2. Student Eligibility

Students are eligible to participate in the program if they meet the qualifications listed on the UTA website at: <https://www.uta.edu/student-success/path-to-graduation/dualcredit/qualifications>, as and may be updated from time to time. Additional qualifications may apply depending on the Program agreed between the Parties. Any additional qualifications agreed between the Parties will be listed in Exhibit A to this Agreement. In the event of any inconsistency between the eligibility requirements listed on the University website and those listed in Exhibit A, the requirements in Exhibit A will control.

Students enrolling in dual credit courses must meet course prerequisites as set by University unless University issues a prerequisite waiver, which will be reviewed on a case-by-case basis. Official AP/IB CLEP scores or college transcript(s) will need to be provided to University, for class registration consideration and advising.

Per University policies, if a Student obtains an F in a dual credit course, they will no longer be eligible to participate in the Program. This will not impact the University's admission decision should the Student apply to become a degree seeking student at University.

3. Location of Classes

In most instances Students will take courses taught on University's campus, but courses may be taught through electronic means. For dual credit courses taught exclusively through electronic means, University will comply with applicable rules and procedures for offering courses at a distance in Subchapters P and Q of Texas Administration Code Title 19, Part I, Chapter 4, Subchapter D, and the Texas Higher Education Coordinating Board's adopted Principles of Good Practice for Courses Offered Electronically.

4. Student Composition of Classes

Dual credit courses will be composed of dual credit and college students. Exceptions for a mixed class that combines college credit and high school credit-only students may be allowed only when the creation of a high school credit-only class is not financially viable for the high school and one of the following conditions is met:

- a. If the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.
 - b. If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.
 - c. If the course is a career and technical/college workforce education course and the high school credit-only students are eligible to earn articulated college credit.
5. Faculty Selection, Supervision and Evaluation
University shall select all instructors of dual credit courses. These instructors must be regularly employed faculty members of University. University shall supervise and evaluate instructors of dual credit courses using the same or comparable procedures for faculty at University's main campus. All such instructors shall have successfully passed a criminal records check.
6. Course Curriculum, Instruction and Grading
All dual credit courses and the corresponding courses offered at University's main campus are equivalent with respect to the syllabus, curriculum, materials, instruction, and method/rigor of student evaluation and grading procedure. These standards will be upheld regardless of the student composition of the class.
7. Academic Policies and Student Support Services
Regular academic policies will apply to courses taken through the Program. All student support services, including, but not limited to academic advising and counseling are available to Students enrolled in the Program. University may charge fees for services in accordance with Section 12 of this Agreement. University reserves the right to withhold said services if applicable fees are not paid in accordance with this Agreement.
8. Advising Strategies
University and School will establish common advising strategies and terminology related to dual credit and college readiness. School will designate at least one employee to be responsible for providing academic advising to a Student enrolling in a dual credit course under the Program before the Student begins the dual credit course.
9. Endorsements
University and School will collaborate to align the endorsements described by Texas Education Code Section 28.025 (c-1) offered by School, with the dual credit courses offered by University under the Program that apply to those endorsements through the postsecondary pathways and credentials offered by University. University and School will identify tools, including tools developed by the Texas Education Agency ("TEA"), the Texas Higher Education Coordinating Board ("THECB") or the Texas Workforce Commission ("TWC") to assist counselors, Students and families in selecting endorsements offered by School and dual credit courses offered by University.
10. Course Crosswalks
University and School will collaboratively develop a procedure for establishing the course credits that may be earned in the Program, which will include the development of a course equivalency

crosswalk or other method or equating high school courses with college courses and identifying the number of credits that may be earned for each course completed through the Program.

11. Transcription of Credit

At the end of each semester, University will provide a grade roster with letter and numeric grades to the School's designated representative. School will make the necessary arrangements to post the grade for the dual credit course on Student's high school record. Any grade received by a Student in a dual credit course will remain on the Student's University record permanently. Students can request a transcript from University upon payment of fees. Additional fees will apply for same day transcript requests.

12. Funding

- a. Students enrolled in UTA dual credit offerings will be charged the dual credit tuition rate and shall assume financial responsibility for tuition, costs and regular University fees for parking, specific departmental fees, TSI testing fees, and any other fees including, but not limited to the distance education course fee, if applicable.
 - i. The dual credit tuition rate is currently \$50.00 per credit hour.
 - ii. The distance education course fee is currently \$37.50 per course.
 - iii. All fees, including, but not limited to the dual credit tuition rate are subject to change by University.
- b. If School will assume financial responsibility for any of the tuition, costs, and any other applicable fees, it will be agreed between the Parties and specified in Exhibit A to this Agreement.
- c. School or Student will assume responsibility for transportation, textbooks, supplemental materials, supplies, and operational equipment required for dual credit courses.

13. Open Education Resources

University and School shall consider the use of free or low-cost open educational resources in courses offered through the Program.

14. Code of Conduct

All Students enrolled at the University, including, but not limited to Students in the Program are also required to abide by the standards outlined in the University's Student Code of Conduct and academic integrity policy.

15. FERPA Compliance and Data Sharing

- a. If a Student is enrolled concurrently at School and University as part of the Program, the Parties may disclose an education record(s) regarding the Student in accordance with United States Code, 34 CFR 99.34.
- b. The Parties agree that each has a legitimate educational interest in a Student's education records for purposes of the Family Educational and Privacy Rights Act ("FERPA"). Each Party hereby designates the other Party as a school official with a legitimate educational interest in the educational records covered by this Agreement and to the extent that access to the records is required by each Party to carry out the purposes of this Agreement. Both Parties

agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

- c. School agrees that once a Student is enrolled in a University course, the Student is under the postsecondary rules of FERPA and Students are given the right of privacy in their educational records when enrolled in University courses, regardless of their age. Any disclosure of Student's educational records to parents, legal guardians, or third parties by University is at sole discretion of University consistent with state and federal law.

General Provisions

1. Term and Termination

- a. The term ("Term") of this Agreement will begin on the Effective Date and shall be in effect for one (1) year.
- b. This Agreement may be terminated by either Party upon sixty (60) days' written notice, however any Student enrolled in the Program at the time of termination shall be permitted to complete that semester or term in which they are enrolled.

2. Relationship of the Parties

It is expressly agreed that the Parties are independent contractors and that the relationship between the Parties will not constitute a partnership, agency or joint venture. Neither Party shall have the authority to make any statements, representations, or commitments of any kind, or take any action, that will be binding on the other Party, without the prior written consent of such other Party.

3. Assignment

The Parties recognize that this Agreement is based upon the skill and expertise of the Parties and therefore agree that this Agreement and the obligations thereunder may not be assigned or delegated without the written consent of the other Party.

4. Notices

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications required or permitted under this Agreement, will be in writing and sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is provided below), or email (to the extent an email address is provided below) as indicated below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is provided below) or email (to the extent an email address is provided below), when received:

If to University: Division of Student Success
 Box #19196
 602 W. Second Street, 105 Ransom Hall
 Arlington, TX 76019
Fax: 817-272-6592
Email: dualcredit@uta.edu

Attention: Dual Credit Academy

with copy to: Office of Legal Affairs
701 S. Nedderman Drive
Arlington, TX 76019
Fax: 817-272-3006
Email: contracts@uta.edu
Attention: Shelby Boseman

If to School: Arlington College and Career High School
4900 W. Arkansas Lane
Arlington, TX 76016
Fax: _____
Email: bbholan1@aisd.net
Attention: Dr. Ben Bholan, Principal

5. Non-Waiver

No covenant or condition of this Agreement may be waived except by written consent of the waiving Party. Forbearance or indulgence by one Party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other Party.

6. Severability

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate this Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

7. Governing Law

Tarrant County, Texas shall be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the Parties thereto and all of the terms and conditions thereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

8. Entire Agreement; Modifications

This Agreement (including all exhibits, schedules, supplements and other attachments (collectively, **Exhibits**)) supersedes all prior agreements, written or oral, between School and University and will constitute the entire agreement and understanding between the Parties with respect to its subject matter. This Agreement and each of its provisions will be binding upon the Parties, and may not be waived, modified, amended or altered, except by a writing signed by University and School. All Exhibits are attached to this Agreement and incorporated for all purposes.

University and School have executed and delivered this Agreement to be effective as of the Effective Date.

UNIVERSITY:

SCHOOL:

By: _____

By: _____

Name: _____

Acem

Name: _____

Title: _____

Title: _____

EXHIBIT A

PROGRAM SPECIFIC TERMS

1. Student Eligibility

In order to qualify for this program, students must meet UTA dual credit admissions standards and be classified as seniors at School.

Seniors can participate in the Program by demonstrating college readiness through one of the following:

- A rank in the top 20% of your current class, or
- PSAT score of at least 480 on Evidence-based reading and writing, and 530 on Math, or
- PLAN composite score of at least 23, or
- 3.5 unweighted grade point average (4.0 scale), or
- SAT score of at least 1140 in combined Evidence-based Reading + Math, or
- ACT composite score of at least 23

Students may only enroll in the Program when they are within 6 hours of earning an Associate's Degree through Tarrant County College.

Additionally, Students must satisfy the Texas Success Initiative requirement for college readiness (TSI) by achieving the minimum passing standards on all sections of the TSI assessment or equivalent. Equivalent methods to satisfy the TSI requirement include:

- Achieving SAT section scores of 480 on Evidence-Based Reading (EBRW) and 530 on Math; **or**
- ACT composite score of at least 23 with scores of at least 19 in both Math and English; **or**
- STAAR end-of-course (EOC) with a minimum Level 2 score of 4000 on the English III shall be exempt from the TSI Assessment required under this title for both reading and writing, and a minimum Level 2 score of 4000 on the Algebra II EOC shall be exempt from the TSI Assessment required under this title for the mathematics section; **or**
- Previous college-level coursework acceptable to University

Students who do not meet the dual credit admissions standards will be individually reviewed for admission to the program. Students must submit all dual credit paperwork to University by published deadlines.

Students applying for admission to the Program must submit the following:

- Application for admission through ApplyTexas and an application fee or fee waiver;
- Official High School transcript indicating either current or upcoming semester senior level standing;
- Official ACT, SAT or other scores to demonstrate college readiness as described in this section;
- Completed Dual Credit Program Participation Agreement signed by the high school representative, Student and Student's legal guardian.

Students are permitted to enroll in two (2) dual credit classes each fall, spring, or summer semester while also enrolled at School.

2. Funding

School will cover the admissions application to join the program. School will incur all tuition, textbook costs and miscellaneous fees (as approved by School at time of fee), including but not limited to orientation fees, throughout the duration to the Agreement or a change in state regulations occur.

3. Meningitis Guidelines

Students enrolled in the Program are required to submit documentation of immunization against bacterial meningitis. The law mandates that Students be vaccinated against bacterial meningitis. Full requirements including how to submit documentation can be found at <https://www.uta.edu/records/services/meningitis-requirement.php>. Students who fail to meet this requirement may be dropped from courses or prevented from subsequent enrollment in the Program.

4. Transferability of Credit

University is a fully accredited university and basic academic courses are generally transferable. However, because each university has its own policy regarding the transferability of courses, each Student is strongly advised to check with the institution of higher education which they plan to attend if other than University to determine the transferability of University courses.

5. Instructional Calendar

The instruction of dual credit courses in the Program will be based on University's academic calendar. Inclement weather procedures will be established in consultation with both Parties.

**Arlington Independent School District
Board of Trustees Communication**

Meeting Date: June 28, 2022	Consent Item
Subject: 2022-2023 Southern Methodist (SMU) Principal Residency Grant Program	

Purpose:


To execute a partnership with Southern Methodist University (SMU) that will allow Arlington ISD employees to obtain a Master of Education in Educational Leadership degree through SMU's Accelerated School Leadership Program.

Background:

Texas Education Agency awarded the TEA Principal Residency grant to Arlington ISD for the 2022-23 school year. In partnership with SMU, selected AISD employees will complete the required coursework to earn a Master's of Education in Educational Leadership while serving as a resident/administrator intern on one of our high need campuses.

Recommendation:

The administration recommends the Board approve the MOU between AISD and SMU regarding the 2022-2023 Principal Residency Grant Program, Cycle 5.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Dr. A. Tracie Brown
	Date: 6-21-22

MEMORANDUM OF UNDERSTANDING
between
ARLINGTON INDEPENDENT SCHOOL DISTRICT
and
SOUTHERN METHODIST UNIVERSITY
regarding
2022-2023 Principal Residency Grant Program, Cycle 5

This MEMORANDUM OF UNDERSTANDING (Agreement) is made by and between the Arlington Independent School District (“AISD”), a Texas Independent School District, and Southern Methodist University (“SMU”). When AISD and SMU are referenced together, they will be known as the Parties (the “Parties”).

I. PURPOSE

Through the acceptance and Notice of Grant Award of the AISD proposal to the Texas Education Agency 2022-2023 Principal Residency Grant Program, Cycle 5, the purpose of this Agreement is to establish an understanding for the design and implementation of a graduate cohort partnership that will allow AISD employees to obtain a Master of Education in Educational Leadership degree, also known as the Accelerated School Leadership Program (“the Master’s program”) through SMU’s Simmons School of Education and Human Development.

II. AGREEMENT – As part of the Agreement, SMU agrees to:

- a. Work with AISD designated staff to intentionally interweave the AISD’s mission, vision, values, tools, processes and mindset with the state required competencies in select courses to better prepare the candidates for leadership roles within AISD.
- b. Offer courses leading to a Master of Education in Accelerated Leadership degree to a cohort of up to ten (10) AISD employees (the AISD Cohort), beginning with the 2022 Summer Semester. Applicants will be required to meet standard admissions requirements. The Master’s program will consist of a 30-credit hour program. The Master’s program will prepare the AISD Cohort members for the Principal Certification exam (TExES Principal 268 & PASL) by the end of the Master’s program, and will also allow the AISD Cohort members to complete all required internship hours (160) necessary to apply for Principal Certification.
- c. Provide a total program tuition scholarship per student of \$2,000.
- d. Designate a Program Director to advise the AISD Cohort on Master’s program requirements and to serve as a liaison between the AISD Cohort and any SMU professors serving the cohort.
- e. Consider hiring graduate-level clinical adjunct faculty members for the AISD Cohort in select courses; such adjunct faculty may include the AISD’s employees who meet SMU’s requirements for service as an adjunct faculty member and who are separately hired as SMU adjunct faculty. SMU is not obligated to hire AISD employees as adjunct faculty, and will make staffing decisions per SMU’s guidelines for employing adjunct faculty.

III. AGREEMENT – As part of the Agreement, AISD agrees to:

- a. Upon Notice of Grant Award from TEA, pay to SMU a total amount of \$21,550 to be applied toward tuition for the Master's degree for each Residency Grant candidate, up to a maximum of 10 candidates; tuition payment schedule will be based on SMU tuition deadlines to facilitate student course registration. The parties understand that students who choose to enroll in SMU's Master's program are responsible for any other costs related to the degree program.
- b. Design and implement a process to attract and select up to ten (10) high potential leadership candidates for the program, who have not already begun a graduate program with any other university or previously completed a master's program leading to principal certification.
- c. Coordinate with the SMU program directors and graduate recruiters, to help facilitate the graduate application process through the SMU graduate admissions staff.
- d. Ensure that all candidates qualify and apply for admission to the Master's program.
- e. Allow necessary scheduling accommodations for the AISD Cohort members to attend Master's program activities.
- f. Assign residents to work at selected high-needs campuses and provide mentor administrators.
- g. Ensure residents' positions are designed for them to engage in substantial leadership opportunities in alignment with TEA Grant requirements.
- h. Work with SMU faculty to provide access to AISD personnel to customize course content and act as guest speakers.
- i. Identify and appropriately compensate residency coaches to support residency development. AISD will collaborate with SMU to ensure individuals proposed meet TEA requirements to serve as field supervisors and have the capacity to serve as coaches to residents.

IV. ADDITIONAL

a. Family Educational Rights and Privacy Act (FERPA)

Both parties acknowledge that they must comply with FERPA and any other applicable law to safeguard student information. For the purposes listed in this MOU, the Parties agree that both SMU and AISD are "school officials" under FERPA and have a legitimate educational interest in personally identifiable information from education records. Neither SMU or AISD may disclose any information to a third party without prior written consent from the students, unless required by law. Both SMU and AISD must destroy any information received from the other party when no longer needed for the purposes listed in this MOU, unless otherwise required by law.

b. CONFIDENTIAL AND PROPRIETARY INFORMATION

The parties acknowledge that, in connection with this Agreement, it may have access to or create (alone or with others, confidential and/or proprietary information that is valuable to the disclosing party. For purposes of this Agreement, "Confidential Information" shall include but not be limited to:

- Information relating to the disclosing party's financial, regulatory, personnel, or operational matters.
- Information relating to the disclosing party's AISD's clients, students, parents, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.

- Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing, methods, research and development activities, and computer programs and designs.
- Contracts, product plans, sales and marketing plans, and business plans.
- All information not generally known outside of AISD's business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether such information originates from disclosing party's or its agents.

The term "Confidential Information" does not include the following:

- Information available to the public through no wrongful act of the receiving party.
- Information that has been published.
- Information required in response to subpoena, court order, court ruling, or by law.

Receiving party agrees that it will not, at any time during or after termination or expiration of this Agreement, use or disclose any confidential information or trade secrets of disclosing party to any person or entity for any purpose whatsoever without the prior written consent of disclosing party unless and except as otherwise required by applicable federal or state law.

c. DEFENSE/WAIVER OF DEFENSE

Notwithstanding anything to the contrary in this Agreement, the parties acknowledge, stipulate, and agree that nothing in this agreement shall be construed as a waiver of any defense available to AISD including but not limited to statutory or governmental immunity available to AISD under applicable law.

d. LIMITATIONS

The parties are aware that there are constitutional and statutory limitations on the authority of AISD (a public school) to enter into certain terms and conditions of this agreement, including but not limited to those terms and conditions relating to liens on AISD's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements, and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and Terms and Conditions related to the Limitations will not be binding on AISD except to the extent authorized by the laws and Constitution of the State of Texas.

e. AMENDMENT

This Agreement may only be amended in writing signed by both parties.

f. FULL FORCE

If any provisions of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

g. GOVERNANCE

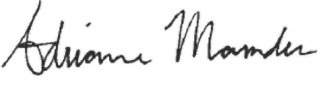
This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties acknowledge and agree that venue for any dispute concerning this Agreement shall be in the State District Courts in and for Tarrant County, Texas.

V. Term of the Agreement

The Term of this Agreement shall be effective when executed by both parties and will extend through September 30, 2023 which coincides with the end date of the Texas Education Agency Grant to AISD. This Agreement may be terminated without cause by either party by providing thirty (30) days' written notice to the other party.

SIGNATURES (to be completed as appropriate)

Arlington Independent School District

Dr. Marcelo Cavazos Superintendent	date
	06/10/22
(name) Attorney for AISD	date

Southern Methodist University

Stephanie Knight Dean, SMU Simmons School of Education & Human Development	date
Elizabeth Lobo Provost and Vice President for Academic Affairs	date

Arlington Independent School District Board of Trustees Communication

Meeting Date:	June 28, 2022	Consent Item
Subject:	Texas Woman's University Memorandum of Understanding Renewal	

Purpose:


The purpose of this consent item is to approve the affiliation agreement with Texas Woman's University for clinical student Teaching, Internships or Professional Practicums. The proposed MOU renewal for July 2022 through July 2023 is attached for consideration.

Background:

The Texas Woman's University (TWU) Educator Preparation Program (EPP) and Arlington Independent School District seek a collaborative relationship focused on the improvement of educator preparation; including early field experiences, clinical student teaching/internship experiences, and professional practicums with a goal of enhancing novice and professional educator performance/competency and Arlington Independent School District EC-12 student achievement. Both parties are cognizant of the positive impact a high quality EPP potentially has on the entire stakeholder community.

Recommendation:

The administration recommends the Board approve the Affiliation agreement with Texas Woman's University for clinical student Teaching, Internships or Professional Practicums

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Scott Kahl
	Date: June 22, 2022



**Memorandum of Understanding
Field Experiences, Clinical Student Teaching, Internships, or Professional Practicums**

**Texas Woman's University Educator Preparation Program
and
Arlington Independent School District**

Parties: The Texas Woman's University (TWU) Educator Preparation Program (EPP) and Arlington Independent School District (ISD) seek a collaborative relationship focused on the improvement of educator preparation; including early field experiences, clinical student teaching/internship experiences, and professional practicums with a goal of enhancing novice and professional educator performance/competency and Arlington ISD EC-12 student achievement. Both parties are cognizant of the positive impact a high quality EPP potentially has on the entire stakeholder community.

Purpose: The purpose of this Memorandum of Understanding (MOU) is to (a) articulate the partnership goals and (b) specify each party's roles and responsibilities associated with implementation of the collaborative arrangement via a sustained district/university partnership.

Collaborative Goals:

- (1) To design and implement within Arlington ISD, quality, early field experiences, intensive performance-based clinical student teaching and/or internships, and professional practicums focused on creating highly qualified educators as evidenced by competence in both content and pedagogy.
- (2) To recruit and support a diverse workforce that is prepared to meet the needs of EC-12 learners in Arlington ISD.
- (3) To support Arlington ISD in-service educators in their professional learning goals and development as cooperating and/or mentor teachers who are leaders in their field.

TWU Educator Preparation Program Responsibilities:

- (1) The TWU EPP will provide the district with all documents and handbooks related to field experiences, clinical student teaching/internship, and the professional practicum experience;
- (2) The TWU EPP will provide high-quality training to identified cooperating teachers, mentors, and district and campus administration;
- (3) The TWU EPP will communicate clear expectations of initial teacher and professional candidates who are completing early field experiences, clinical student teaching, internships, and professional practicums to district personnel;

- (4) The TWU EPP will facilitate required paperwork (background forms, application) for the district and then supply the district personnel with required information for placement of candidates completing early field experience, clinical student teaching, internship, and professional practicum;
- (5) The TWU EPP will identify high-quality faculty and university field supervisors to support the initial and professional clinical practice partnership throughout the placement;
- (6) The TWU EPP will use video capturing technology for the purpose of evaluating and improving the clinical practice of TWU EPP candidates. In such, the TWU EPP will recognize the sensitivity of media practice and will;
 - (a) Center the TWU candidate as the focal point of the video
 - (i) Unless otherwise required, the camera will be positioned in the classroom in such a manner as to minimize capture of EC-12 student faces, though some incidental exposure is likely; and
 - (ii) Direct the EPP candidate to determine with district administrators the identity of any students that have circumstances forbidding recording--and in such cases, no recording of said student(s) is permitted.
 - (b) Handle and store video
 - (i) Restrict only authorized individuals to access videos (e.g. clinical student teachers/interns, professional practicum candidates, cooperating teachers, university supervisors, district administration, and TWU EPP administration);
 - (ii) Prepare all TWU EPP candidates to utilize secure platforms (e.g. Swivl, Go-react, and other secured video capturing platforms) for any recording associated with TWU EPP course assignments or performance assessments;
 - (iii) Train TWU EPP candidates to upload to the secure, FERPA compliant platform for all video associated with course assignments, or performance assessments within twenty-four (24) hours of capture;
 - (iv) Ensure the use of the secured platform provides the security assurances necessary for recording in a classroom. Video captured with such secure platforms is automatically and permanently erased from the device once uploaded to the secure platform (website);
 - (v) Coordinate maintenance of video on the secure platform for a period not to exceed ten (10) years from the time of capture; and the TWU EPP will retain all video content in accordance with applicable retention policies, and will store the content on a TWU server, with strict access controls remaining in place; and
 - (vi) Use video for instructional purposes only; self-observation and self-evaluation of instructional practices; observation and evaluation of the clinical candidates' instructional skills; program evaluation; data relevant to instructional competencies.
 - (c) In no case will images or audio of district students appear in a public forum for purposes of self, candidate, program evaluation, or for purposes of research presentation

unless the identify of students is completely masked (e.g. blurring of facial or other identifying features);

(d) Recording will be limited to the number of classes necessary to achieve its purpose of evaluating and improving the clinical practice of TWU EPP candidates.

District Responsibilities:

- (1) Collaborate with the TWU EPP liaison to identify schools, principals, cooperating teachers, and mentors to participate in the clinical practice partnership and support fidelity of implementation;
 - (a) Cooperating and Mentor Teachers will be identified by campus administration in collaboration with district administration and the TWU EPP.
 - (b) The Cooperating and/or Mentor Teacher agrees to:
 - (i) Serve as a model and mentor for candidates completing the early field experience, clinical student teacher or professional practicum candidate experience and allow her/him to assume responsibilities as she/he exhibits the readiness to do so;
 - (ii) Work collaboratively with the university field supervisor and clinical student teacher/intern or professional practicum candidate to create and implement active and engaging lessons and activities;
 - (iii) Provide meaningful feedback to the candidates completing early field experience, clinical student teaching, internship, or professional practicum regularly as a means to advance the growth of the candidate;
 - (iv) Adhere to the requirements for the cooperating teacher/mentor as listed in the TWU Clinical Student Teaching Cooperating Teacher, Intern, or Practicum handbook [inclusive of required formal and informal observations, verification of clinical clock hours within the data management system (TK20), end of year performance assessment, TWU EPP Exit Survey, and other assessments as needed];
- (2) Work with campus administrators to ensure that candidates completing early field experience, clinical student teaching, internship, or professional practicum are placed with highly qualified (minimum of 3 years of teaching experience), supportive, cooperating teachers, mentors, and educators who contribute to the growth and development of the candidate;
- (3) Work with the TWU EPP to provide placement details for candidates in diverse schools;
- (4) Work with the TWU EPP to assign candidates to placements within a month of request;
- (5) Collaborate with the TWU EPP on placement decisions and work with EPP personnel to resolve any concerns or challenges with placements;
 - (a) If a concern arises and the district needs to cancel a placement or terminate a placement due to unforeseen circumstances or other concerns, the district personnel will work with the TWU EPP to arrange another placement if possible.
- (6) The district will inform and obtain written consent from parents/guardians of the use of video capture technology in district classrooms and explain the measures taken to specifically avoid video capturing their students to the extent practicable;
- (7) Video-capture of the TWU EPP candidate will not be published without valid consents as required by FERPA or any other applicable privacy law, regulation, or policy.

Terms of Agreement and Termination:

- (1) The term of this agreement may be amended at any time in writing upon signatures of authorized representatives.
- (2) Amendments will result in automatic revision of that portion of the agreement and will require written notification and agreement by all parties.
- (3) This agreement may be terminated at any time upon giving thirty (30) days written notice.

Signatures:

District Representative Signature *Acm*

Date

District Representative Name and Title

Gina Anderson

June 6, 2022

TWU EPP Representative Signature

Date

Gina Anderson, Associate Dean

TWU EPP Representative Name and Title

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**Arlington Independent School
District Board of Trustees
Communication**


Meeting Date: June 28, 2022	Discussion Item
Subject: House Bill 3 and District Improvement Plan Progress Monitoring Update	

Purpose:

To provide the Board with progress update pertaining to House Bill 3 (HB 3) requirements for improvement plans addressing STAAR results and preliminary District rating, in alignment with the Board adopted monitoring calendar.

Background:

In the spring of 2019, the 86th Legislature passed the finance bill, HB 3, which included specific requirements pertaining to goal setting and the progress monitoring process for improved outcomes in early childhood literacy and mathematics, as well as college, career, and military readiness (CCMR). The statute requires school boards to adopt plans that include annual goals for aggregate growth on 3rd grade reading and mathematics achievement, annual targets for closing achievement gaps among student groups, targeted professional development for classroom teachers and annual targets for students being served in bilingual and ESL programs. The bill also calls for aggregate annual goals and targets for CCMR readiness as evaluated under the state accountability system's student achievement domain and for each student group articulated in the closing the gaps domain. This discussion item will provide a progress update pertaining to student outcome targets adopted for the 2021-2022 school year including preliminary STAAR results.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Dr. Steven Wurtz
	Date: June 6, 2022