



## Statewide Course Catalog Course Provider Agreement 2022-2023

Note: The following agreement contains language reflective of current Texas Virtual School Network (TXVSN) processes and operations. The Texas Education Agency (TEA) will notify course providers of any changes to processes, operations, etc. as needed and will invite course provider feedback.

The TXVSN, created by the 80th Texas Legislature in 2007, provides teacher-led, highly interactive electronic (online) courses for Texas students and schools. All electronic courses to be made available through the TXVSN shall be reviewed and approved by the TEA prior to being offered. All TXVSN courses must meet the definition of an electronic course in Texas Education Code (TEC) §30A.001 and the requirements for courses in Texas Administrative Code (TAC) §70.1005(a) and align with 100 percent of the current state curriculum standards, the Texas Essential Knowledge and Skills (TEKS); current NSQ *National Standards for Quality Online Courses, third edition 2019; Online Course Content Quality Rubric* identified by the TEA; and accessibility requirements established by the U.S. Rehabilitation Act, §508. This TXVSN course provider agreement is reviewed at the time of application and completed after the applicant has an approved course(s) and then annually after initial approval as a TXVSN course provider. The parties to this agreement are the TXVSN central operations and the eligible course provider, whose official representative's name and authorized signature appear below.

### Definitions

1. State virtual school network, Texas Virtual School Network, network, and TXVSN mean the state-led online learning initiative established under TEC, Chapter 30A. The TXVSN is comprised of two components, the supplemental statewide course catalog and the full-time virtual online schools program. Authorized by the TEC Chapter 30A, the TXVSN is a partnership network administered by the TEA in coordination with regional education service centers (ESCs), Texas public school districts and charter schools, non-profit entities, private entities, corporations, and institutions of higher education as defined by 20 U.S.C. Section 1001.
2. TXVSN course provider (or course provider) is an entity that meets eligibility requirements and provides an electronic course through the TXVSN.
3. An electronic (online) course is an educational course in which instruction and content are delivered primarily over the internet, a student and teacher are in different locations for a majority of the student's instructional period, most instructional activities take place in an online environment, the online instructional activities are integral to the academic program, extensive communication between a student and a teacher and among students is emphasized, and a student is not required to be located on the physical premises of a school district or charter school. An electronic course is the equivalent of what would typically be taught in one semester. For example: English IA is treated as a single electronic course and English IB is treated as a single electronic course.
4. TXVSN central operations refers to TEA and other designated staff charged with carrying out the day-to-day operations of the TXVSN, including the centralized student registration system, statewide course catalog listings, and other administrative and reporting functions.
5. TXVSN course review refers to the submission and review process that ensures courses provided through the TXVSN meet standards adopted by the State Board of Education and commissioner of education per TEC, Chapter 30A.
6. The TXVSN statewide course catalog is a supplemental online high school instructional program available through approved TXVSN course providers.
7. TXVSN receiver district (or receiver district) is a Texas public school district or open-enrollment charter school that has one or more students enrolled in the district or charter school who take one or more online courses provided through the TXVSN statewide course catalog.
8. Course and enrollment types:
  - a. Accelerated courses are scheduled for less than 10 weeks in duration.
  - b. Semester-paced courses follow a traditional semester schedule of 10 or more weeks in duration.

- c. Continuous enrollment courses have a flexible instructional start and end date.
  - d. Non-continuous enrollment courses have a fixed instructional start and end date.
9. Successful course completion is the term that applies when a student taking a high school course has demonstrated academic proficiency of the content for a high school course and has earned a minimum passing grade of 70 percent or above on a 100-point scale based upon the essential knowledge and skills for the course, as assigned by the properly credentialed online teacher(s), sufficient to earn credit for the course.
  10. A responsible adult is the person designated by the school district or open-enrollment charter school who is 21 or older and is not a relative of a student. An examination proctor must be a responsible adult.
  11. An examination is an assessment that measures students' mastery of 50 percent or more of the entire course knowledge, skills, and student expectations.
  12. School days, for the purposes of calculating the TXVSN course drop period, follow the schedule determined by TXVSN central operations.
  13. Course cost is the per student fee that TXVSN course providers charge to deliver an instructor-led online course provided through the TXVSN statewide course catalog to students. Each TXVSN course provider must publish its course cost in the TXVSN catalog, including bulk pricing. Per TEC, §30A.155, course cost may not exceed \$400 (U.S. dollars) per semester course.

## TXVSN Course Provider Responsibilities

### General

#### **The eligible TXVSN course provider shall**

1. enter informed choice information, including all approved course descriptions, supporting information, course cost, and seat and section data specified by TXVSN central operations into the TXVSN catalog no later than 15 working days after the agreement conference or, for a current TXVSN course provider, 15 days after a new course is approved.
2. provide the approved courses and associated number of sections and seats available to the TXVSN for the next four consecutive semesters, not counting the summer semester—which is strongly encouraged but not required—based on the schedule provided by TXVSN central operations. If a course provider intends to remove the course from the catalog after the fourth semester, all students enrolled in the course, regardless of instructional start date, must be given sufficient time to complete the course and receive a final grade.
3. update course descriptions and supporting information in the TXVSN catalog regularly and maintain accurate informed choice information in the TXVSN catalog, including courses, section, seats, and course cost.
4. ensure a maximum class size limit of 40 students in a single section of a course and ensure that the class size does not exceed the maximum allowed by law and a charter school's charter, as applicable, whichever is less (TAC §70.1007).
5. offer a minimum of 80 seats per approved course each semester unless prior approval is given by TXVSN central operations.
6. serve all enrolled students, not to exceed 40 per section, regardless of the minimum number of students enrolled in a section so that TXVSN receiver districts have reliable course options for students.
7. require that course examinations be proctored by a responsible adult designated by the district or open-enrollment charter school in which the student is enrolled. It is the responsibility of the course provider to verify that examinations are proctored by a responsible adult.

8. ensure that the determination of whether a TXVSN course meets the needs of a student with a disability is made by the student's Admission, Review, and Dismissal (ARD) committee as specified by TEC §30A.007(b); and as a result, respond promptly to ARD committee inquiries about courses offered in the TXVSN catalog.
9. cooperate with receiver districts to ensure that course instruction satisfies any specific accommodations or services required to fulfill a student's individualized education program (IEP) or other required modification plan in a timely manner.

## **Instruction**

### **The eligible TXVSN course provider shall**

10. provide online instructors who are Texas-certified to teach that course and grade level per TEC, Chapter 21, Subchapter B or meet the credentialing requirements of the institution of higher education with which they are affiliated and that is serving as a TXVSN course provider and retain certification and applicable credentialing documentation. Additionally, the course provider shall supply certification or applicable credentialing documentation to TXVSN central operations immediately upon request. The course provider shall be responsible for such obligation regardless of whether instructors are employees of the course provider, independent contractors, or employees of a third-party course vendor. Course providers shall take all steps necessary to verify the qualifications of non-employee instructors.
11. affirm the preparedness of teachers of TXVSN courses to teach public school-age students in a highly interactive virtual online classroom and maintain records documenting that online instructors have successfully completed TXVSN- approved professional development (TEC §30A.112) or have otherwise met the TXVSN professional development policy requirements documenting online teachers' demonstrated mastery of the NSQ *National Standards for Quality Online Teaching, third edition 2019* prior to teaching through the TXVSN. (Attachment C.) The course provider shall supply documentation of completion of TXVSN-approved professional development or demonstrated mastery of the NSQ *National Standards of Quality Online Instruction, third edition 2019* to TXVSN central operations immediately upon request. Course providers shall be responsible for such obligation regardless of whether instructors are employees of the course provider or are employees, independent contractors, or employees of a third-party vendor. Course providers shall take all steps necessary to verify the professional development status of non-employee teachers.
12. ensure that online instructors have successfully completed a minimum of one continuing professional development course specific to online learning every three years in accordance with the TXVSN Professional Development Policy (Attachment C) and maintain records of successful completion of the continuing professional development. The course provider shall supply documentation of completion of this professional development to TXVSN central operations immediately upon request. Course providers shall be responsible for such obligation regardless of whether instructors are employees of the course provider or are employees, independent contractors, or employees of a third-party vendor. Course providers shall take all steps necessary to verify the professional development status of non-employee teachers.
13. retain records of background checks for contract, substitute, or online instructors as articulated in TEC §22.0834(a) and § 22.0836(h) and make such records available to TXVSN central operations upon request. The aforementioned statutes require completion of the fingerprinting of certified educators by Sept. 1, 2017.
14. notify TXVSN central operations in writing within five working days if, for any reason, an online instructor no longer meets the requirements to teach a course offered through the TXVSN.
15. use and supply data consistent with standards for the state's Public Education Information Management System (PEIMS), TREx, and the Texas Student Data systems.

## **Courses**

### **The eligible TXVSN course provider shall**

16. have current licensure, copyright, or ownership for each course offered in the TXVSN course catalog. The TXVSN course provider shall also obtain from all third-party owners or licensors of copyright or other intellectual property rights of a course an agreement to indemnify and defend TXVSN, the TEA, and other designated staff for the TXVSN from all claims of infringement of intellectual property rights owned or licensed by such third-party owners or licensors. The course provider shall supply an executed copy of such indemnity agreements to TXVSN central operations upon request.
17. submit each electronic course to be offered through the TXVSN for review and approval prior to being offered.
18. comply with all responsibilities and requirements related to the approval process for a TXVSN course provider and the course review process identified by TXVSN central operations.
19. submit courses for review per the schedule established by TXVSN central operations upon notification that the TEKS for a course, or any other course requirements or standards specified in the opening paragraphs on page one of this agreement have been revised.
20. apply for renewed approval of a previously approved course in accordance with criteria triggering reapproval as identified by TXVSN central operation, including revision to state curriculum standards or required curriculum in accordance with a schedule established by the State Board of Education or designed to coincide with revisions to the required curriculum under TEC §28.002(a) but not later than the tenth anniversary of the previous approval.
21. verify that all hands-on laboratory and field investigations are completed under the supervision of an accountable adult designated by the student's district who is 21 or older.
22. maintain a current course syllabus or course description including key information such as examinations requiring proctoring and other supporting information as required by TXVSN central operations, URLs, or links that must be accessible to students, frequency and schedule of all required synchronous lessons, and the frequency and process for reporting of student progress.
23. provide courses that comply with all course requirements and standards specified in this agreement. Courses that do not meet these requirements and standards may be removed from the statewide course catalog.
24. refrain from significantly modifying or changing a course or the Learning Management System (LMS) without prior notice and approval from TXVSN central operations. Course providers shall provide written notice of any planned modification in sufficient detail for TXVSN central operations to determine whether the course and LMS continues to satisfy all requirements of the program. Failure to obtain written approval shall result in removal of the course from the approved catalog.
25. maintain current approval of Advanced Placement (AP) courses in accordance with College Board requirements and provide documentation upon request by TXVSN central operations.
26. ensure that each approved course is maintained while offered in the catalog so that all course requirements and standards specified in this agreement are met.

## **TXVSN Processes**

### **The eligible TXVSN course provider shall**

27. agree to follow TXVSN registration and enrollment processes, including regularly monitoring and reconciling student data in the My TXVSN workspace per the timeline established by TXVSN central operations. Students who are served by the TXVSN course provider but not enrolled in courses provided through the TXVSN are not eligible for TXVSN services or any available funding.
28. notify the receiver district and student promptly if a student is falling behind in their coursework, not performing

- satisfactorily, or is no longer actively participating in the course.
29. at least one time per month, supply the designated TXVSN receiver district with official student progress reports that include quantitative and qualitative feedback for each student enrolled in a TXVSN course.
  30. The course provider shall assign a final numeric average grade to each student's work and supply the information to the student and the designated receiver district. See **Attachment D** for the required components for the final grade report or transcript.
  31. not withhold a student's official final grade for any reason.
  32. notify TXVSN central operations if the district or open-enrollment charter accountability rating changes or, in the case of entities that are not public school districts or open-enrollment charters, provide notice of any change in conditions required for eligibility or continued participation as a course provider.
  33. notify TXVSN central operations through the MyTXVSN workspace in a timely manner per the schedule established by TXVSN central operations when a student is withdrawn or drops a course or when additional time is granted to complete the course.
  34. participate in webinars and face-to-face TXVSN course provider meetings as requested by TEA.
  35. not promise or provide equipment or any other thing of value to a student or a student's parent as an inducement for the student to enroll in an electronic course offered through the state virtual school network.

## **Payment**

### **The eligible TXVSN course provider shall**

36. establish the semester course cost based on the following criteria (TEC §30A.105):
  - a. The amount of the cost charged for a semester course provided through the state virtual school network may not exceed the lesser of:
    - i. the cost of providing the course;
    - ii. or \$400.
  - b. Each course offered through the TXVSN statewide course catalog must be offered at a price that does not exceed the lowest price at which the course is offered for use or sale to any state, public school, school district, or chartered school in the United States. The price of any course or item or service for the course must automatically be reduced to the extent that, and at the same time as, the price is reduced or offered elsewhere in the United States. A course or item or service for the course must be provided free of charge or at a price discount to the same extent that it is provided to any state, public school, school district, or chartered school anywhere in the United States.
37. agree to follow invoicing processes, requirements, and timelines established by TXVSN central operations and not invoice a receiver district directly.
38. report individual student success data to TXVSN central operations in a timely manner at the end of each semester per the format and timeline established by TXVSN central operations.
39. per a process established by TXVSN central operations, invoice promptly at the end of each semester only after its student success data is posted to MyTXVSN for the course(s) provided that semester through the TXVSN statewide course catalog. The course fee invoiced may not exceed the course cost published in the TXVSN catalog.
40. by mutual agreement, extend for at least 10 school days the deadline by which a student must complete a course, if additional time is required to complete the course, for a fee not to exceed \$100. The TXVSN course provider may elect to extend courses for a longer period of time, charge less than \$100, or not charge for extending the course window. The course provider shall note the incomplete when reporting success data in its My TXVSN workspace.
41. agree to the following drop periods without academic or financial penalty to the student or TXVSN receiver district:

- a. For a non-continuous enrollment course, a 14-school-day drop period after instructional start date.
  - b. For a continuous enrollment course, a 14-school-day drop period after instructional start date or after student’s enrollment date if student joins the course after the instructional start date.
  - c. For an accelerated course, a four-school-day drop period after the instructional start date.
42. agree to the following additional requirements for dual credit courses only:
- a. Students must be registered in TXVSN and enrolled in the TXVSN course through the standardized requirements and application/enrollment process approved by TXVSN central operations in addition to applying to and enrolling in the institution of higher education.
  - b. Course provider must confirm with the receiver district that the student is registered in TXVSN and enrolled in the TXVSN course at the time the student applies to and enrolls in the institution of higher education.
  - c. Students will adhere to the higher education institution’s enrollment and drop schedule. The course provider is responsible for communicating the drop schedule in writing to the receiver district and the student at the time the student enrolls in the institution of higher education.
  - d. Students must be served regardless of higher education service area.
  - e. Course provider shall implement dual credit rules as established by the TEA and the Texas Higher Education Coordinating Board. TAC, §4.84 and §9.144, requires that any dual credit partnership between a public college and a secondary school include a written agreement approved by the governing boards or designated authorities of both institutions. The agreement between the public college and a secondary school must be consistent with requirements of the TXVSN agreement for courses and instruction provided through the TXVSN. This TXVSN agreement does not replace the agreement between the institution of higher education and the secondary school.
  - f. Catalog course cost must include all fees associated with course, meet TEC §30A.105 cost criteria, and other terms of this TXVSN Course Provider Agreement.
  - g. Course provider must follow invoicing and payment processes established by TXVSN central operations. Invoicing shall occur only at the end of each semester and only after student success for the course(s) provided that semester through the TXVSN statewide course catalog data is posted to MyTXVSN.
43. agree that, after the drop period, the course provider is owed 100 (one hundred) percent of the catalog course cost if the student successfully completes the course, but no more than 70 (seventy) percent of the catalog course cost if the student is unsuccessful.
44. understand that TEA is not a vendor. TEA does not manage the internal purchase orders of a district or charter school. The district or charter schools is responsible for management of their purchase orders.
45. agree that the course provider will address any fee or invoice disputes directly with the receiver district through the process identified by TXVSN central operations and promptly notify TXVSN central operations of the outcome in writing.

**Private or Non-profit Entities and/or Public School District and Open-Enrollment Charter School Partners**

**The eligible TXVSN course provider shall**

46. be eligible to act as a TXVSN course provider only if a nonprofit entity, private entity, or corporation:
- a. complies with all applicable federal and state laws prohibiting discrimination;
  - b. demonstrates financial solvency;
  - c. provides evidence of prior successful experience offering online courses to middle or high school students, with demonstrated student success in course completion and performance, as determined by the commissioner; and

- d. has been approved by the TEA as the TXVSN administering authority.
47. not award course credit or a diploma for courses taken through the state virtual school network if the course provider is an entity other than a school district or open-enrollment charter school.
48. assume responsibility for its third-party partners or subcontractors, if any, and maintain a written agreement or contract with such partners or subcontractors.
49. conduct all communications, requests, and inquiries to TXVSN central operations by or through the official course provider program director and primary or secondary course provider contact specified in this agreement. The eligible course provider is responsible for the implementation and management of this agreement. If a course provider is partnering with a third-party partner or subcontractor, TXVSN central operations will communicate with or through the eligible course provider.
50. identify the eligible course provider as the supplier of the course(s) and associated services in all communications and processes, regardless of whether the course provider partners with a commercial or private entity or other third-party partner or subcontractor. This includes, but is not limited to, the following:
  - a. all communications to the receiver districts or the public (emails, websites, flyers, brochures, phone messages voice mails, ads, presentations, etc.).
  - b. documentation and instructions;
  - c. withdrawal and enrollment forms; and
  - d. catalog entries.
51. refer only to courses currently approved and provided through the TXVSN catalog and in which the TXVSN system was used to enroll the student as “TXVSN-approved” or “Texas Virtual School Network (TXVSN)-approved” and refrain from using this designation for those same courses or other courses offered outside the TXVSN. All rights are reserved on the utilization of the TXVSN logo mark and name. Use of the TXVSN trademark and name without prior authorization is prohibited. (Attachment B)
52. agree that third-party entities that supply online courses offered by the TXVSN course provider do not by that relationship become public schools. Only a school district or an open-enrollment charter school may claim to be a Texas public school or to be accredited by the TEA or the State of Texas. The vendor of the course may not claim those designations in its advertising or informational materials.
53. agree that the course provider and its third-party partner(s) or subcontractor(s), if any, will comply fully with all state and federal laws, rules, and implementing regulations in the provision of services under this agreement, including (without limitation) the following:
  - a. The Family Educational Rights and Privacy Act (FERPA);
  - b. The Americans with Disabilities Act, as amended (ADAAA);
  - c. The Individuals with Disabilities Education Act, as amended (IDEA); and
  - d. The Texas Public Information Act.

## **TXVSN Central Operations Responsibilities**

### **TXVSN central operations shall:**

1. ensure that all courses provided through the TXVSN are reviewed to ensure alignment with the TEKS and other quality standards, per the requirements established in TEC Chapter 30A.
2. publish the TXVSN course catalog, including courses, sections, and seats.
3. provide security for all TXVSN online data, information, and transactions.
4. provide the MyTXVSN Provider workspace for reconciliation of student registration/enrollment data and use as the

TXVSN communications center.

5. act as liaison between the TXVSN receiver district and course provider as appropriate.
6. make informed choice data on courses and course providers available on [www.txvsn.org](http://www.txvsn.org).
7. collect and display student and parent satisfaction data (TEC §30A.1021), as well as course provider success data on a routine basis.
8. staff a TXVSN Help Desk.
9. provide equal access to and support for each course provider's courses.
10. reconcile course provider invoice related information and facilitate the receiver district and course provider invoicing processes and payments.

## All Party Agreement

### All parties agree to the following terms:

1. No party assumes liability for systems under the control of the other party or for actions of the employees, third party partners, or subcontractors of the other party.
2. No party has agreed to waive defense, right, immunity, or other protection under law.
3. Except as otherwise provided in the Preamble above and in the Terms of Agreement below, this agreement may not be amended or modified except by written agreement signed by both parties. This agreement supersedes all prior written or verbal representations or agreements concerning the subject matter of this agreement. The TEA may add additional requirements to provide economical, efficient, and quality services to Texas students. Any such requirements shall be an amendment to this agreement and notice thereof shall be given by TEA to each TXVSN course provider on a timely basis.
4. No person(s) shall, based on race, color, national origin, sex, religion, age, or disability be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination.
5. No otherwise eligible student shall, solely by reason of handicap, be excluded from participation in courses offered through the TXVSN.
6. All notices required in this agreement shall be in writing unless otherwise specified.
7. TEA may exercise all or any remedies available to it under law to enforce the provisions of this agreement.
8. This agreement shall be interpreted according to the laws of the State of Texas. Exclusive venue for any disputes concerning the agreement shall be Travis County, Texas.
9. The person signing this agreement is authorized by his or her respective entities to bind the entities to this agreement.



## Course Provider Contact Information

Providers must designate staff for the TXVSN roles below and submit their contact information using the provided TXVSN Course Provider Contacts List spreadsheet. Detailed instructions are included in the template. Note that designated contacts will have access to the MyTXVSN workspace and confidential student and financial data.

- **TXVSN Course Provider Program Director**  
This is the individual who is responsible for oversight of the program, serves as the main program point of contact to TEA, and may be identified on the agency's TXVSN website.
- **MyTXVSN Primary Provider Admin**  
This is the individual who is responsible for day-to-day management of courses and other information in TXVSN systems. A few of the tasks this person will be responsible for include creating courses, adding courses to the catalog, and uploading student success data.
- **MyTXVSN Secondary Provider Admin**  
This is the additional individual who serves as back up to the Primary Provider Admin in day-to-day management of courses and other information in TXVSN systems.
- **Course Provider Invoice Submission Contact**  
This is the individual who creates the TXVSN invoice for submission to the TEA.
- **Course Provider Invoice Payment Contacts**  
Up to four individuals who will receive all TXVSN invoice payment-related communications from the TEA. A general business office inbox should be included.

## Terms of Agreement:

1. The term of this agreement is one year, beginning on the date both parties have signed same below. The agreement will be automatically renewed from year to year for additional one-year terms unless either party gives written notice to the other party at least 30 days before the end of the term that such party intends to terminate the agreement at the end of the term. The obligations of the TXVSN course provider shall continue and termination shall not be effective until all students enrolled in any of the course provider's courses at the time notice of termination is given have completed the course and received final course grades. No students may be enrolled in any new courses offered by the course provider through the TXVSN once notice of intent to terminate has been given.
2. TEA may end this agreement without penalty if legislative authorization for the district, school, or institution to offer an online course through the TXVSN is revoked.
3. Either party may terminate this agreement for convenience with 60-day written notice. The obligations of the course provider shall continue, and termination shall not be effective until all students enrolled in any of the course provider's courses at the time notice of termination is given have completed the course and received final grades. No students may be enrolled in any new courses offered by the course provider through the TXVSN once notice of intent to terminate has been given.
4. TEA may terminate this agreement on 15-day written notice for good cause, defined as a material breach by the course provider of any obligation in this agreement. The obligations of the course provider shall continue, and termination shall not be effective until all students enrolled in any of the course provider's courses at the time notice of termination is given have completed the course and received final grades. No students may be enrolled in any new courses offered by the course provider through the TXVSN once notice of termination has been given.

### Directions

Please complete the information below and email the following **three** documents to: [txvsncentral@tea.texas.gov](mailto:txvsncentral@tea.texas.gov).

- 1) A signed copy of the completed annual agreement
- 2) A completed TXVSN Course Provider Contact List spreadsheet (Please see page 9 of this document and the TXVSN Course Provider Contact List spreadsheet.)
- 3) A W-9 Form (See Appendix A.)

### Provider Information

Organization Name: \_\_\_\_\_ | CDN \_\_\_\_\_

District/Open-Enrollment Charter School/ESC/Institution of Higher Education/Nonprofit or private-entity/Corporation

Address \_\_\_\_\_ | City \_\_\_\_\_ | ZIP \_\_\_\_\_

### Catalog Course Provider's Signature

Persons authorized to enter into this agreement are as follows:

- District: Superintendent
- Open-Enrollment Charter School: Chief Executive Officer
- ESC: Executive Director
- Institution of Higher Education: Authorized Official
- Nonprofit or Private Entity: Authorized Official
- Corporation: Authorized Official

**Use Adobe Acrobat to digitally sign this form or provide a hand-written signature.**

Authorized Official's Name \_\_\_\_\_ | Title \_\_\_\_\_

Email \_\_\_\_\_ | Phone \_\_\_\_\_

Authorized Official's Signature \_\_\_\_\_ | Date \_\_\_\_\_

### TEA Signature

**Texas Virtual School Network** (For TEA staff only)

Name \_\_\_\_\_ | Title \_\_\_\_\_

Signature \_\_\_\_\_ | Date \_\_\_\_\_

## Attachment A: W-9 Form

Submit a W-9 Request for Taxpayer Identification Number and Certification Department of the Treasury Internal Revenue Service with this agreement.

Please provide the W-9 information to the business team that will be receiving payment updates for the provider program. This form will allow the Texas Education Agency to establish payment.

The form is available at <http://www.irs.gov/formspubs/>.

## Attachment B: TXVSN Use of Name and Logo Mark

### Texas Virtual School Network (TXVSN) Use of Name and Logo Mark

State virtual school network, Texas Virtual School Network, and TXVSN mean the state-led online learning initiative established under Texas Education Code (TEC), Chapter 30A.

#### Purpose

The purpose of this document is to ensure appropriate use of names and logo mark.

#### Applicability

These procedures apply to all instances of use of the Texas Virtual School Network (TXVSN) name and logo mark. The name and logo mark may be used only in connection with

- a course
  - with status as approved by TEA for use through the TXVSN;
  - which is currently offered through the TXVSN; and
  - in which the TXVSN system was used to enroll the student; and
- sponsored or sanctioned (approved by the TXVSN) activities, materials, or communications.

#### Summary

The TXVSN trademark and logo mark may be used solely with permission of TEA.

Items offered for sale to the public, Texas public school districts, or open-enrollment charter schools bearing the names and logo mark must be approved prior to release.

#### Name and logo mark uses may include:

- Approved websites with supporting information for TXVSN receiver districts and enrolled students.
- Communications to receiver districts and enrolled students concerning student progress and course procedures.
- Uniform Resource Locator (URL) linking to the TXVSN website.

TEA reserves the right to approve use of the name and logo mark on all communications, materials, or websites prior to release to the public. TXVSN course providers are responsible for requesting approval in writing.

The name and logo mark may not be used to inform, advertise, or to market courses, services, projects, or materials outside those offered as a part of this agreement with the TXVSN.

#### Names and Logo Mark Policy

TXVSN will protect its names and logo mark actively from improper or misleading use by individuals or organizations not associated with the institution and will assure that use of the name and logo mark by staff, programs, and others is appropriate. Use of the names and logo mark in a manner that implies endorsement of courses, programs, products, or services of any entity not directly associated with, or licensed in writing by TXVSN, is prohibited.

## Attachment C: Professional Development Policy

### TXVSN Professional Development Policy

Texas Education Agency (TEA) recommends that all teachers who are interested in teaching online for the Texas Virtual School Network (TXVSN) complete the required TXVSN-approved professional development course for quality online teaching offered by one of the professional development providers listed on the TXVSN website at [www.txvsn.org](http://www.txvsn.org).

TXVSN course providers are responsible for requesting and maintaining documentation of potential online teachers' successful completion of TXVSN-approved professional development. It is the responsibility of each online teacher to obtain documentation of successful completion from the provider of TXVSN-approved professional development. TXVSN central operations highly recommends that teachers also maintain a copy of the completed professional development for their own records.

After meeting the initial professional development requirement, all teachers must have continuing professional development specific to online learning every three years to continue to meet the requirements to teach courses through the TXVSN. For details, see the section labeled "TXVSN Professional Development Renewal Requirement".

NOTE: Teachers should be aware that individual TXVSN course providers may have additional policies and requirements when hiring online teachers.

### Additional TXVSN Professional Development Options

The following additional options are available. TXVSN course providers with online teachers who meet one of the following options must ensure that the teachers' professional development, teaching experience, and/or courses taken toward the completion of a graduate degree in online or distance learning are sufficient to demonstrate mastery of the current NSQ *National Standards for Quality Online Teaching, third edition 2019*. When contracting with the TXVSN to deliver courses, TXVSN course providers will be required to affirm online teachers' preparedness to teach public school age students in a highly interactive online classroom.

Teachers who meet one or more of the following options are also eligible to teach for the network:

- 1. Teachers who have (a) two or more years of experience teaching online academic courses for public school age students and/or (b) a recent graduate degree in online or distance learning**

Teachers who have two or more years of experience teaching online academic courses for public school age students and/or a graduate degree in online or distance learning do not have to take the TXVSN-approved professional development prior to teaching for the TXVSN but must demonstrate mastery of the current NSQ, *National Standards for Quality Online Teaching, third edition 2019*.

- 2. Teachers who have had prior professional development for teaching online from providers other than those approved by TXVSN**

Teachers who previously took professional development subsequently approved by TXVSN and demonstrate mastery of the current NSQ National Standards for Quality Online Teaching, third edition 2019 may be eligible, for verification as having successfully completed TXVSN-approved professional development.

### TXVSN Professional Development Renewal Requirement

All TXVSN teachers are required to renew their TXVSN professional development every three years. Renewal requirements can be met through successful completion of the following TXVSN-approved professional development:

- The TXVSN course provider should work with the online teacher to devise a plan for completing professional development for the renewal of the TXVSN professional development requirement. Each teacher must successfully complete one continuing professional development course specific to online learning every three years. The course provider employing or contracting with the online teacher is responsible for ensuring that

the professional development selected complies with the NSQ *National Standards for Quality Online Teaching, third edition 2019*.

- It is recommended that course providers and teachers consider the professional development courses for experienced online teachers approved by the TXVSN when devising the three-year renewal for its teachers. For a list of these approved courses see [www.txvsn.org](http://www.txvsn.org) and select “Providers” then “Professional Development” on the navigation bar.

## Attachment D: Final Grade Report Components

Credit for Texas Virtual School Network (TXVSN) statewide catalog courses are awarded by the Texas public school district or open-enrollment charter school in which a student is enrolled. It is the responsibility of each TXVSN statewide catalog course provider to provide the data needed for the student's district to award credit in a timely manner and meet documentation standards established for such reporting.

In a format to be determined by the TXVSN course provider, and in accordance with the most current Minimum Standards for the Academic Achievement Record, Public Education Information Management System (PEIMS) Data Standards and the Texas Student Data System the final student grade report or transcript must:

- Be printed or digitized on the school district's, open-enrollment charter school's, ESC's, higher education institution's, or other eligible course provider's letterhead, or watermarked with its logo.
- Include the following:
  - Student's full name, date of birth, and Texas unique student identification number.
  - Student's home district or open-enrollment charter school, campus name, and the county-district-campus number (CDCN).
  - Information specific to the course(s) attempted or completed, including:
    - i. Semester and year in which course(s) are taken
    - ii. PEIMS course title(s) and identification number(s)
    - iii. Designation of "A" if the course was the first half of a two-semester course
    - iv. Designation of "B" if the course was the second half of a two-semester course
    - v. Beginning and completion dates of student participation in the course
    - vi. Instructor's name
    - vii. Final average numeric grade
    - viii. Recommendation for credit hours, including the following statement:  
*"This is only a recommendation for the amount of credit to be awarded. The student's home district or open-enrollment charter school bears the responsibility of ultimately awarding credit for this coursework."*
- The final grade report must be transmitted to the designated receiver district contact and to the student in a secure, confidential, and timely manner.
- Additional information may be required for student athletes to meet National Collegiate Athletic Association (NCAA) grade report and transcript requirements. Refer to the NCAA Eligibility Center at <https://web1.ncaa.org/hportal/exec/homeAction>, clicking on the 'Resources' tab, for more information.

NOTE: TXVSN central operations does not collect student grades.