Kenton County School District | *It's about ALL kids.*

Issue Paper

DATE:
April 23, 2021

AGENDA ITEM (ACTION ITEM):
Consider/Approve Waiver request to the Kentucky Department of Education allowing for a virtual instructional model for students in K-4 either performance based if approved or attendance based if required.

APPLICABLE BOARD POLICY:
01.11

HISTORY/BACKGROUND:
The district will utilize the virtual learning model to include the application and contract that was in place prior to the pandemic to ensure that we meet the expectations of our vision that every KCSD child is transition ready and prepared for the 21st Century Economy. Our district is requesting that KDE approves a K-4 performance based model to ensure congruency in our virtual learning program for students in Kindergarten through 12th grade. Should KDE not approve our request and require an attendance based virtual learning program the district is ready to implement this model and this model would be implemented in grades K-5 with the performance model in grades 6-12. This waiver is being requested as required in KRS 156.160.

FISCAL/BUDGETARY IMPACT:
N/A

RECOMMENDATION:
Approval to Waiver request to the Kentucky Department of Education allowing for a virtual instructional model for students in K-4 either performance based if approved or attendance based if required.

CONTACT PERSON:
Shawna Harney

Principal/Administrator	*District Administrator*	*Superintendent*

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.
Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Application of Waiver of
Kentucky Administrative Regulation
Kentucky Board of Education

School District: Kenton County School District

As superintendent of the named school district, I am requesting a waiver under KRS 156.160(2)(a) of Section 1, subsections (1) and (4) of 702 KAR 7:125 promulgated by the Kentucky Board of Education related to Pupil Attendance. The waiver(s) is requested in order to allow for attendance-based virtual learning that might remove barriers that exist to improve learning.

These waiver requests were reviewed and approved at a meeting of my district's Board of Education on: June 7, 2021

The approval is contained in the board minutes that are available for review at the district's central office. The original copy of this request is also available at the district's central office.

I understand that this waiver request is subject to the review and approval of the Kentucky Board of Education (KBE). I further understand that if the KBE approves the waiver request specifically detailed herein, this application and its contents shall become a binding memorandum of understanding (MOU) entered into by and between the named school district and the Kentucky Department of Education (KDE) and both parties will be bound by the terms, conditions, agreements and assurances contained in this document and any attachments thereto. By signing below, the Superintendent and Board Chair represents that they have fully reviewed the contents of this document and agree to be bound by all terms, conditions, agreements, and assurances contained herein if approved by the KBE.

By signing below, the Superintendent and Board Chair affirmatively state that all information contained herein is true and correct to the best of their information and belief, and that they possess authority to bind the school district to this application and MOU

Superintendent Signature	Tara Drysdale **Print Name of Primary Point of Contact**
Local Board Chair Signature	(859)344-8888 tara.drysdale@kenton.kyschools.us **Point of Contact Phone and Email**
Today's Date	

This waiver request is only for the specific Section(s) named above. This request does not seek a waiver of any other Kentucky Administrative Regulation or of federal law.

702 KAR 7:125 Section 1(4) states:
Pupils shall be physically present in the school to be counted in attendance except under the following conditions:
The district is requesting a waiver of this language to include in the definition of "the school" to include a public virtual school, program, or academy, established by a Kentucky Public School District, where

instruction occurs using digital platforms, technologies, with continued access to certified teachers. Where each student is assigned full-time to the virtual school, program, or academy and there are teachers and other staff assigned to support and provide instruction (via the annual superintendent assurance regarding the Kentucky Digital Learning Guidelines). The virtual learning experience design shall allow for the monitoring of each student's interactions and engagement online, allows for synchronous (or live) visual and verbal interactions and the review of student work and completion of assignments in both real-time and on-demand (asynchronous interactions).

702 KAR 7:125 Section 1(1) states:
Daily attendance of pupils in elementary schools shall be determined by taking attendance one (1) time each day prior to the start of instruction and maintaining a pupil entry and exit log at each school.

The district is requesting that for any elementary school pupil that is enrolled full-time in a public virtual school, program, or academy daily attendance shall be determined by taking attendance twice a day: once at the beginning of instruction and once more in the second half of the school day (to account for full day or partial day funding mechanisms).

Virtual School, Program or Academy Information

Which best describes the virtual school, academy or program the district will operate as a result of the waivers described above? (See school classifications)

☐ **School**

A1 with separate principal and SBDM council *(A school under administrative control of a principal or head teacher and eligible to establish a School-Based Decision Making Council. An A1 school is not a program operated by, or as a part of, another school.*

☐ **Program**

A full-time program, typically an A5 classified program, where the students' primary enrollment resides. An A5 program may also be used as a secondary enrollment for students in some cases. *(District-operated alternative program with no definable attendance boundaries designed to remediate academic performance, improve behavior, or provide an enhanced learning experience)*

☑ **Academy**

A "school within a school" model enabling students to be scheduled in a full-time virtual course load while retaining enrollment in their A1 school. (students are in a separate calendar within their A1 school)

What grade levels will your virtual school, academy or program serve as a result of the waiver described above?

☑ **Kindergarten**	☑ **1st Grade**	☑ **2nd Grade**	☑ **3rd Grade**
☑ **4th Grade**	☐ **5th Grade**	☐ **6th Grade**	☐ **7th Grade**
☐ **8th Grade**	☐ **9th Grade**	☐ **10th Grade**	☐ **11th Grade**
☐ **12th Grade**			

In **Appendix A** please detail, based on your selection above, how instruction will be delivered for students in the program, including, but not limited to descriptions of digital platforms, staff deployment

and collection of evidence of work and outcomes.

District Assurances

The district assures that:

1. Performance-Based virtual students included in the exception set forth at 702 KAR 7:125(1)(4)(g) shall not be covered by this waiver. The district shall continue to count Performance-Based virtual students in pupil attendance subject to all provisions of 702 KAR 7:125.

2. Attendance shall be tracked by a certified teacher at a course level for virtual middle and high school students covered by this waiver. Each course shall have attendance stored in the student information system attendance tables following KDE guidance. Attendance shall be tracked by a certified teacher at least two times each school day for fully virtual elementary school students with checks three hours apart. Each course shall have attendance stored in the student information system attendance tables following KDE guidance. These courses shall not be set up as virtual/performance-based courses.

3. Attendance clerks or other assigned district personnel shall reconcile attendance for each course/period to ensure proper codes are entered for absent students. Attendance events shall continue to be entered at the office level (i.e. Dr. Excuses/parent excuses). District understands and agrees that attendance information provided shall be subject to audit by KDE.
4. All truancy laws shall be followed for virtual students. District shall develop and implement policies to address virtual attendance absences, including the attendance status of students with an internet outage and the process to return students to in-person instruction for truancy violations, in addition to legal action which may be required by KRS 159.150, 159.180, and other applicable truancy laws.

5. Only students whose families have requested to be enrolled in the virtual school, program, or academy are included under this waiver, accompanied by school and district approved documentation resulting from locally adopted policies for enrollment. No student shall be involuntarily placed in the virtual school, program, or academy. No student shall be placed in the virtual school, program, or academy solely due to disciplinary reasons. The Admissions and Release Committee (ARC) of any student with an Individual Education Program (IEP) pursuant to the Individuals with Disabilities Education Act (IDEA) shall document the students enrollment in the virtual school, program, or academy in the ARC Conference Summary.

6. All students shall be full-time enrolled in the virtual school, program, or academy.

7. Only students with determined appropriate digital access and support beyond the school campus shall be candidates for enrollment in the virtual school, program, or academy. The district shall establish and implement an application and on-boarding process to ensure students and families understand the expectations for full-time enrollment in a virtual school, program, or academy and a determination of candidacy. The district shall ensure all students enrolled in virtual school, program, or academy have appropriate digital access to fully participate in and access the virtual program.

8. The virtual school, program, or academy shall have teachers and other staff assigned to support and provide instruction aligned to the grade-level expectations established in the *Kentucky Academic Standards* (*KAS*), including the selection, vetting, and usage of high-quality instructional resources aligned to the *KAS* and grade-level appropriate work. The use of standards-aligned high-quality instructional resources and curriculum is also assured via the annual

superintendent assurance regarding the Kentucky Digital Learning Guidelines. District shall maintain evidence of having systemic formative assessment processes in place to: (1) accurately measure student progress on grade-level standards for students enrolled in a virtual school, program, or academy; and (2) support students enrolled in the virtual school, program, or academy needing accelerated learning on grade- level standards within Tier 1 universal instruction as well as those students who need more targeted Tier 2 and Tier 3 interventions and supports.

9. The virtual school, program, or academy shall implement synchronous (real-time or live) strategies and digital platforms for two-way student to teacher visual and verbal interactions. Additionally the virtual school, program, or academy shall utilize a learning management system (LMS) or other digital platforms that allows teachers to monitor student's progress, interactions and engagement with the teacher and other students online for the review of student work and completion of assignments in both real-time and on-demand (asynchronous interactions). District understands and that frequent live, regularly-scheduled contact with a Kentucky certified teacher is suggested to produce more effective results and assures that the virtual school, program, or academy implemented pursuant to waivers contained herein will prioritize frequent live, regularly-scheduled contact with a Kentucky certified teacher.

10. The district shall fully comply with the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act, and all applicable laws and regulations for the education of students with disabilities. District shall fully implement accommodations and Individual Education Programs (IEP) for students with disabilities enrolled in a virtual school, program, or academy. District shall ensure that all Section 504 Teams and Admissions and Release Committees (ARC) were involved in determining how all special education, related services, and accommodations will be implemented for students with disabilities in the virtual setting.

11. The district shall ensure a system of high-quality professional learning on the high-quality instructional resources and on evidence-based instructional practices for virtual learning.

12. Fully virtual students shall be assigned a schedule that aligns with the standard day of in-person students. Virtual student schedules shall adhere to the standard day and hour requirements set forth at KRS 158.070.

13. District shall document all fully virtual students as non-transported for transportation funding purposes.

14. District understands that meals provided to students in a non-congregate setting for school year 2021-2022 are not eligible to receive reimbursement from the United States Department of Agriculture under the USDA School Meal Programs, absent approved USDA waivers. District shall review and consider how this may impact students enrolled in a virtual school, program, or academy pursuant to this waiver.

15. District understands that pursuant to KRS 156.010, the Commissioner of Education has authority for monitoring the management of school districts, including administration and finance, implementation of state and federal laws and regulations, and student performance. District understands that KRS 156.210 provides the Commissioner of Education with access to the papers, books and records of all teachers, superintendents, or other public-school officials. District hereby agrees that such authority specifically extends to all aspects of its operation of a virtual school, program, or academy pursuant to this waiver request and MOU. District hereby agrees that it shall ensure full and timely cooperation during any program review or audit of any aspect of its operation of a virtual school, program, or academy pursuant to this waiver request and MOU.

Appendix A - Plan Narrative

During the 2021-2022 school year, the Kenton County School District will offer a performance based, virtual program for students in kindergarten through 4th grade through a virtual learning platform. The virtual learning platform, selected by the KCSD for K-5 is a nationally recognized provider for virtual learning. It uses video based lessons to provide content to students. The virtual learning platform also has easy to access reports which all school staff to monitor student progress and products. Students will be assigned a teacher who will monitor his or her progress and assessments within the system, be available for questions, and regularly check in with students and parents. Students who are not making expected progress in the virtual setting, will be required to return to in-person instruction. If this waiver will not allow for performance based option for students in K-4, the Kenton County School District is requesting to take attendance twice daily as required by the KY Department of Education for students in virtual learning for Grades K-5.

Duration

If approved by the KBE and signed by the Commissioner of Education or authorized designee, this MOU shall be effective beginning July 1, 2021 and shall continue in effect until June 30, 2022 or termination as provided herein, whichever occurs first.

Termination

Pursuant to KRS 156.160(2)(c), this MOU shall be subject to termination upon a determination by the Kentucky Board of Education that the school district has subsequently failed to meet the intent of the waiver and assurances contained herein. The parties agree that such a determination by the Kentucky Board of Education shall be final and binding on the parties hereto.

Commissioner of Education or Designee
Kentucky Department of Education

Date