

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**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:

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**

**Print Name of Primary Point of Contact**

**Local Board Chair Signature**

**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)

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### **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**

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**1st Grade**

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**2nd Grade**

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**3rd Grade**

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**4th Grade**

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**5th Grade**

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**6th Grade**

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**7th Grade**

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**8th Grade**

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**9th Grade**

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**10th Grade**

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**11th Grade**

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**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

<https://docs.google.com/document/d/1zFZxwuPB4XgWtcNrZX74xjVwzANYtCU3SUb0y9h-Sbo/edit?usp=sharing>

### 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

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Anderson County

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: 4/16/2021

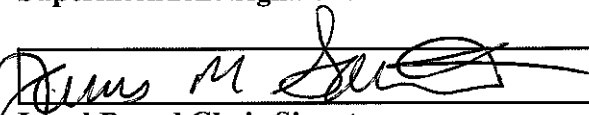
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By signing below, the Superintendent and Board Chair affirmatively state that all information contained herein is true and correct to the best of their information and belief, and that they possess authority to bind the school district to this application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

  
**Superintendent Signature**

Travis Harley  
**Print Name of Primary Point of Contact**

  
**Local Board Chair Signature**

travis.harley@anderson.kyschools.us  
**Point of Contact Phone and Email**

4/8/2021  
**Today's Date**

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**702 KAR 7:125 Section 1(4) states:**

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

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

- |  |   |  |  |
|--|---|--|--|
| <input checked="" type="checkbox"/> Kindergarten | <input checked="" type="checkbox"/> 1st Grade | <input checked="" type="checkbox"/> 2nd Grade  | <input checked="" type="checkbox"/> 3rd Grade  |
| <input checked="" type="checkbox"/> 4th Grade    | <input checked="" type="checkbox"/> 5th Grade | <input checked="" type="checkbox"/> 6th Grade  | <input checked="" type="checkbox"/> 7th Grade  |
| <input checked="" type="checkbox"/> 8th Grade    | <input checked="" type="checkbox"/> 9th Grade | <input checked="" type="checkbox"/> 10th Grade | <input checked="" type="checkbox"/> 11th Grade |
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and collection of evidence of work and outcomes.

## **District Assurances**

The district assures that:

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## Appendix A - Plan Narrative

It is the intent of the Anderson County School District to make available to families multiple learning platforms to ensure that the best learning for each student can take place based on each individual need or situation. Prior to COVID-19 Anderson Schools provided excellent off campus learning opportunities for students in grades 6-12. The pandemic taught us that the

### 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



It is the intent of the Anderson County School District to make available to families multiple learning platforms to ensure that the best learning for each student can take place based on each individual need or situation. Prior to COVID-19 Anderson Schools provided excellent off campus learning opportunities for students in grades 6-12. The pandemic taught us that the same can take place for students in virtual settings in grades K-5 as well. During the pandemic virtual instruction proved to not be successful for all students but was extremely successful for many and for health purposes necessary for many.

#### K-5 Instructional Delivery

- Virtual synchronous(live) and asynchronous(on demand) instruction for students who have selected and can maintain adequate progress.
- All digital resources (Study Island, Lexia, Dreambox, Edmentum, etc..)procured by the district for students in grades K-5 will be used as a supplemental tool to enhance the synchronous and asynchronous instruction.
- All students enrolled within the virtual program will be tracked using our district standards tracker. Teachers will ensure mastery of standards and adopt a process for weekly recovery of standards not mastered.
- Students unable to meet attendance and/or academic requirements will be returned to an in person setting unless an ARC or medical condition exists that prohibits in person learning for the student.

#### Grades 6-12 Instruction Delivery

- Our district will continue attendance of Performance-Based virtual students, students grades 6-12, in pupil attendance subject to all provisions of 702 KAR 7:125.
- Virtual synchronous(live) and asynchronous(on demand) instruction for students who have selected and can maintain adequate progress.
- All digital resources (APEX )procured by the district for students in grades 6-12 will be used as a textbook to guide the load of content delivery.
- All students enrolled within the virtual program will be tracked using our district standards tracker. Teachers will ensure mastery of standards and adopt a process for weekly recovery of standards not mastered.
- Students unable to meet attendance and/or academic requirements will be returned to an in person setting unless an ARC or medical condition exists that prohibits in person learning for the student.

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Ashland Independent 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: 4/26/2021

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

D. Sean Howard

**Superintendent Signature**

D. Sean Howard

**Print Name of Primary Point of Contact**

David Latherow

**Local Board Chair Signature**

606-327-2706

**Point of Contact Phone and Email**

4/27/21

**Today's Date**

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**702 KAR 7:125 Section 1(4) states:**

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

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### **Program**

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### **Academy**

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

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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.
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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

Students enrolled in our schools (K-12) whose parents choose the virtual learning option will remain enrolled in their brick and mortar school. All K-12 virtual learners will be assigned a full schedule with a homeroom teacher. K/1 students will

### 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



**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Ballard County

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: April 19, 2021

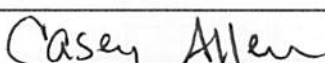
The approval is contained in the board minutes that are available for review at the district's central office. The original copy of this request is also available at the district's central office.

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.

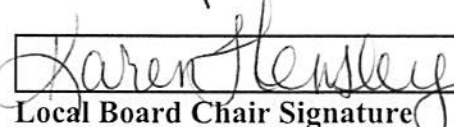
By signing below, the Superintendent and Board Chair affirmatively state that all information contained herein is true and correct to the best of their information and belief, and that they possess authority to bind the school district to this application and MOU



**Superintendent Signature**



**Print Name of Primary Point of Contact**



**Local Board Chair Signature**

(270) 665-8400  
casey.allen@ballard.kyschools.us

**Point of Contact Phone and Email**

4/19/21

**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**

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**2nd Grade**

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**3rd Grade**

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**4th Grade**

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**5th Grade**

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**6th Grade**

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**7th Grade**

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**8th Grade**

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**9th Grade**

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**10th Grade**

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**11th Grade**

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**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.
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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.
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## Appendix A - Plan Narrative

The Ballard County Schools Virtual Academy will operate as a full-time school for students K-12 as approved by the district. Each school within the district will designate teachers that will deliver virtual instruction to students at the appropriate grade

### 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

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**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:

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**

**Print Name of Primary Point of Contact**

**Local Board Chair Signature**

**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.**

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## **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.)

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### **Program**

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*(District-operated alternative program with no definable attendance boundaries designed to remediate academic performance, improve behavior, or provide an enhanced learning experience)*

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

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**Kindergarten**

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**1st Grade**

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**3rd Grade**

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**5th Grade**

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**6th Grade**

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**7th Grade**

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**8th Grade**

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**9th Grade**

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**10th Grade**

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**11th Grade**

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**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:

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## Appendix A - Plan Narrative

BAVEL (Grades K-5)

For nearly two decades, BAVEL has been striving to meet the needs of students outside the walls of a traditional classroom.

### 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

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Bath County Schools

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: 4/26/21

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

Harvey Tackett

**Superintendent Signature**

Karen Hammons and John Slone

**Print Name of Primary Point of Contact**

Brenda Holder

**Local Board Chair Signature**

Karen Hammons karen.hammons@bath.kysd

**Point of Contact Phone and Email**

4/26/21

**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**

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**2nd Grade**

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**3rd Grade**

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**4th Grade**

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**5th Grade**

☒

**6th Grade**

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**7th Grade**

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**8th Grade**

☒

**9th Grade**

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**10th Grade**

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**11th Grade**

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**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

The Bath County School District and BCS Online aCATemy (BOCAT) is committed to providing personalized, world-class, digital learning experiences and opportunities for students that are safe, equitable, and nondiscriminatory.

### 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

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Bellevue Independent 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: April 28, 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

Robb Smith (Apr 22, 2021 14:18 EDT)

**Superintendent Signature**

Katrina Rechlin

**Print Name of Primary Point of Contact**

Julia Webb Fischer (Apr 23, 2021 11:54 EDT)

**Local Board Chair Signature**

859-261-7577 katrina.rechlin@bellevue.kysc

**Point of Contact Phone and Email**

4/22/21

**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**

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**2nd Grade**

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**3rd Grade**

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**4th Grade**

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**5th Grade**

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**6th Grade**

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**7th Grade**

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**8th Grade**

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**9th Grade**

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**10th Grade**

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**11th Grade**

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**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.
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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

Grandview Elementary will utilize the online learning platform "Edgenuity" for our virtual learning options. Virtual as well as in-person tutoring and support opportunities will be available for all students participating in virtual learning. Designated district and school leadership teams will monitor the progress of students and adjust supports based on data collected. At the

### 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



**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Berea Independent Schools

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: Pending Meeting 5/17/21

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

Dr. Diane Hatchett

**Superintendent Signature**

Casey Poynter

**Print Name of Primary Point of Contact**

Van Gravvit

**Local Board Chair Signature**

casey.poynter@berea.kyschools.us 8593141

**Point of Contact Phone and Email**

4/29/21

**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*

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## **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)

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### **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**

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**2nd Grade**

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**3rd Grade**

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**4th Grade**

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**5th Grade**

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**6th Grade**

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**7th Grade**

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**8th Grade**

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**9th Grade**

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**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.
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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

Berea Independent Schools will provide a virtual program / academy for students and families that request this service. All students that apply and are honored with this position will need to meet attendance standards for the program as any in person student would from a district standpoint

### 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

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**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:

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**

**Print Name of Primary Point of Contact**

**Local Board Chair Signature**

**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**

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**2nd Grade**

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**3rd Grade**

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**4th Grade**

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**5th Grade**

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**6th Grade**

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**7th Grade**

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**8th Grade**

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**9th Grade**

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**10th Grade**

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**11th Grade**

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**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

Bourbon County Virtual Learning Academy- conditional based on May 20 board approval  
The district will continue to provide performance-based classes in the virtual setting as outlined in 702 KAR 7:125.  
~~Attendance will be taken twice a day (P-5) and period by period (6-12) by a certified teacher. Students participating virtually~~

### 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

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Boyd County

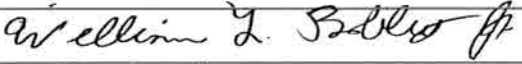
As superintendent of the named school district, I am requesting a waiver under [KRS 156.160\(2\)\(a\)](#) of Section 1, subsections (1) and (4) of [702 KAR 7:125](#) promulgated by the Kentucky Board of Education related to Pupil Attendance. The waiver(s) is requested in order to allow for attendance-based 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: 4/27/2021

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**

William L. Boblett  
**Print Name of Primary Point of Contact**

  
**Local Board Chair Signature**

606-928-4141 bill.boblett@boyd.kyschools  
**Point of Contact Phone and Email**

4/27/2021  
**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:**

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### **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**

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**2nd Grade**

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**3rd Grade**

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**4th Grade**

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**5th Grade**

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**6th Grade**

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**7th Grade**

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**8th Grade**

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**9th Grade**

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**10th Grade**

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**11th Grade**

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**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.
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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.

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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

Boyd County Public Schools is currently establishing enrollment criteria to determine if applicants are the right fit for our virtual learning academy for the 2021-2022 school year. Below is an overview of what we plan to put into place if our school board moves forward with a virtual learning option and this waiver is approved by the Kentucky Board of Education.

### 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

## Plan Narrative

Boyd County Public Schools is currently establishing enrollment criteria to determine if applicants are the right fit for our virtual learning academy for the 2021-2022 school year. Below is an overview of what we plan to put into place if our school board moves forward with a virtual learning option and this waiver is approved by the Kentucky Board of Education. To begin, students and guardians will be required to attend an in-person orientation process where they will receive information regarding the student learning platform, materials needed, teacher instructional supports, and specific guidelines, such as attendance, assessment, and overall expectations of both the student and guardian(s). Students will be required to complete synchronous and asynchronous learning opportunities if enrolled in the Boyd County Virtual Academy. At the current time, the district plans to use Edmentum as the main learning platform for K-12 students. K-5 students use Edmentum's Calvert platform and 6-12 students will use Courseware. The curriculum embedded in the platforms is aligned to Kentucky standards, but we also have the ability for our teachers to customize the content to follow our particular curriculum timelines. Teachers can also add or take away content to build a robust program that is tightly aligned to standards, but also provides opportunities for individualization and differentiation. Teachers may choose to use Google Classroom or other programs in the district to further support instruction. Google Meets will be held regularly, and students will be required to be in attendance. Students will follow the district testing windows and will be required to come on campus to complete the universal screener (currently STAR) and any other diagnostics that may be required to track student progress in reading and math. Students may also be required to come on campus to complete other school/district assessments as needed. Teachers will work with students and families to provide extra support or tutoring opportunities should a student be struggling academically in any area. At mid-term, any student, who has failing grades, fails to attend Google Meets, isn't completing online assignments based on timelines given, or is considered truant, will be moved back to traditional/in-person learning. In addition, parents will be required to attend a parent Google Meet or in-person conference at least once per nine weeks.



C. Don

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Boyle County Schools

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:

April 15, 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

Steve Karsner

Print Name of Primary Point of Contact

  
Local Board Chair Signature

steve.karsner@boyle.kyschools.us (859) 236

Point of Contact Phone and Email

April 15, 2021  
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**

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**2nd Grade**

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**3rd Grade**

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**4th Grade**

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**5th Grade**

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**6th Grade**

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**7th Grade**

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**8th Grade**

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**9th Grade**

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**10th Grade**

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**11th Grade**

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**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


See Narrative Attachment

### 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



# BOYLE COUNTY VIRTUAL ACADEMY

Boyle County Virtual Learning (BCVL) will be a digital platform-based learning model used in conjunction with a certified teacher. A digital platform is a computer-based program that provides access to videos, tutorials, explanations, and practice activities for courses/classwork. At the Middle and High school levels the students will use Edmentum. For grades K-5, the digital platform has not been selected. We are currently researching several options to best meet the needs of all students. Students will complete all required platform work and any supplemental work that is assigned within the deadlines and timeframes. This program's pacing will replicate the experience of our in-person students. Students will be required to meet daily a minimum of two times. Additionally there may be times students will be required to meet, virtually, with teachers for extended learning opportunities and/or intervention.

## **APPLICANTS:**

- This option is offered for students with health conditions OR live with someone with compromised health.
- Parents may apply based on other needs.
- Enrollment is **not** automatic. Each application will be reviewed by principals and a district committee. Parents will be notified by May 26, 2021 if the student is accepted into BCVL.

## **SUPPORTS:**

- Daily access to a certified teacher.
- Tutoring and office hours with a teacher.
- A district Chromebook at no cost. (not including damage fees).
- Counseling services
- Special Education and Gifted and Talented Supports

## **CANDIDATES:**

While a virtual learning option isn't a good fit for all students, Boyle County recognizes this mode of instruction is optimal for some students. In order to be successful in the BCVL program, students should, at a minimum, exhibit these characteristics:

- Self-Motivated and Goal-Oriented
- Ability to meet deadlines
- Independent worker

- Success in prior virtual programs
- Ability to follow a schedule
- Self-Starter
- Ability to meet online, at a minimum, twice a day

**CRITERIA:**

- Students must be enrolled in Boyle County Schools.
- Reliable access to the internet.\*
- Interested students will be required to apply for the program.
- Principal approval prior to beginning the program.
- Approved students must commit to 9 weeks of Virtual Instruction for students in grades K-8 and a semester for grades 9-12.
- A dedicated space to work
- Adult supports at home to assist with curriculum
- Parents must agree to all criteria and sign a contract.

*\*The district can provide internet access for qualifying families based on economic need. Another application must be submitted to request a hotspot.*

BRACKEN COUNTY SCHOOL DISTRICT (BCSD)  
Virtual Learning Center (VLC)

Virtual Learning Center- It is no longer necessary to have an application for our virtual learning center. **The Survey results from parents will be used as the selection for VL. If the survey was not completed then contact your child's school for additional information.** Parents are expected to provide the main support in the VL Model. Each school will provide a teacher of record to monitor, support to include grades, completion of work, tutoring, home visits, and adjustments to the curriculum. ARC meetings will need to be scheduled for students with disabilities to review and revise the IEP as it relates to this environment.

The three platforms for VL:

Preschool	ABC Mouse	<a href="https://www.abcmouse.com/abt/homepage">https://www.abcmouse.com/abt/homepage</a>
K-5	Acellus	<a href="https://www.acellus.com/">https://www.acellus.com/</a>
6-12	Edgenuity	<a href="https://www.edgenuity.com/">https://www.edgenuity.com/</a>

Below is additional highlighted guidance for schools as it relates to our virtual learning center.

**BCSD Virtual Learning Center**

1. This model is full time online instruction utilizing a learning platform. Families may choose this model for their child.
2. The school district's academic calendar for 2021-22 will continue to be followed.
3. This model is a Performance Based Instructional (PBI) Model. Students move at their own pace with the expectation that students make sufficient academic progress.
4. Grading expectations and completion of work/assignments will be monitored by the local school.
5. The local school will work to engage in communication and social emotional support of all students utilizing this virtual platform.
6. All students will be considered students at their local school but will not be able to participate in any co/extra-curricular activities.
7. Technology and internet connectivity is essential. The district will provide assistance if possible.

**Additional Information and Requirements**

1. Students must be enrolled in a BCSD School to be eligible for VLC. Contact your school for enrollment requirements.
2. Instruction/curriculum is delivered through a virtual platform. Students will not be receiving real time virtual instruction with a teacher.
3. As a student enrolled in Bracken County VLC you must Follow All District Policies/Procedures:
  - a. I will follow the Code of Conduct.
  - b. I will follow policies/procedures specific to the course(s) I am enrolled in as well as other rules as specified by the VLC Supervisor and the school I am enrolled in.
  - c. I will attend mandatory state testing.
4. As a student enrolled in Bracken County VLC you must Follow the Acceptable Use Policy:



- a. Appropriate use of the Internet is expected at all times. All terms outlined in the District's Student Acceptable Use Policy & Student Code of Conduct apply to this Contract.
  - b. All course work and submission that I do may be retrieved and/or monitored by the school at any-time.
  - c. I must not inappropriately use information within the course and will only use for authorized purposes.
  - d. I will protect my username & password by not sharing my login information.
  - e. I will not attempt to bypass any security protocols.
5. As a student enrolled in Bracken County VLC you must Make Sufficient Academic Progress:
- a. I can create and maintain a study schedule without daily face-to-face interaction with a teacher.
  - b. I understand that the VLC Supervisor holds the rights to log me off, give me additional activities, make me redo activities, and/or suspend my privileges if deem necessary.
  - c. I understand that I must complete the course by the end of the year or timeframe outlined by the VLC Supervisor and/or the School Teacher of Record. Failure to do so will result in a failing grade.
  - d. I will adhere to all other school timelines for completion of course requirements.
  - e. The Bracken County School District's policies will take precedence in meeting program/course requirements.
6. Virtual Learning Center (VLC) Student Expectations:
- a. I need to plan and work ahead if family or personal activities will limit course activities at any given time.
  - b. Blank or incoherent submissions are not considered submitted assignments.
  - c. Communication - I will respond to communication in a timely manner (1 business day)

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Breathitt County

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: April 27, 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

[Signature]

**Superintendent Signature**

Phillip Watts

**Print Name of Primary Point of Contact**

Ruschelle Hamilton

**Local Board Chair Signature**

606-666-2491 phillip.watts@breathitt.kyschools.us

**Point of Contact Phone and Email**

4/27/21

**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?**

- |  |   |   |   |
|--|---|---|---|
| <input checked="" type="checkbox"/> Kindergarten | <input checked="" type="checkbox"/> 1st Grade | <input checked="" type="checkbox"/> 2nd Grade | <input checked="" type="checkbox"/> 3rd Grade |
| <input checked="" type="checkbox"/> 4th Grade    | <input type="checkbox"/> 5th Grade            | <input type="checkbox"/> 6th Grade            | <input type="checkbox"/> 7th Grade            |
| <input type="checkbox"/> 8th Grade               | <input type="checkbox"/> 9th Grade            | <input type="checkbox"/> 10th Grade           | <input type="checkbox"/> 11th Grade           |
| <input type="checkbox"/> 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.
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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.
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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.
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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

The district plan is designed to leverage the strengths and resources currently available to teachers and students. During the 2020-2021 school year, the district maintained a synchronous school day for all students during which virtual students joined.

### 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

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Breckinridge County

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: April 29, 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

Dale Butler  
Print Name of Primary Point of Contact

  
Local Board Chair Signature

dale.butler@breck.kyschools.us (270)756-31  
Point of Contact Phone and Email

April 29, 2021  
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.**

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**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.)

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**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)

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

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and collection of evidence of work and outcomes.

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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

Breckinridge County Schools will implement the Breckinridge Remote and Virtual Education (BRAVE) Academy for the 2021-2022 school year. This Academy will serve students in grades K-12 utilizing the Edgenuity online learning platform. ~~Students in grades K-5 will commit to a grading quarter at a time for enrollment purposes. Those students will be welcomed~~

### 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

### **KDE Attendance Waiver Narrative**

Breckinridge County Schools will implement the Breckinridge Remote and Virtual Education (BRAVE) Academy for the 2021-2022 school year. This Academy will serve students in grades K-12 utilizing the Edgenuity online learning platform. Students in grades K-5 will commit to a grading quarter at a time for enrollment purposes. Those students will be welcomed back to their home school at the end of each grading quarter if requested. Students in grades 6-12 will commit to a semester at a time for enrollment purposes. Those students will be allowed to return to their home school after the semester if requested. All students wishing to be enrolled in the BRAVE Academy will be required to attend an orientation session. As a part of the orientation session, the student and a parent/guardian will sign an agreement listing the expectations of the Academy. A Digital Learning Coordinator (DLC) has been hired to facilitate the learning for all students enrolled in the BRAVE Academy. Additionally, six certified intervention teachers will be hired in the district for BRAVE Academy students' access. The district is developing attendance policies for BRAVE Academy students that will be implemented during the 2021-2022 school year. These policies will involve the DLC, students' home school principal, the district school resource officer (SRO), and director of pupil personnel (DPP). Communication will be a high priority regarding attendance and academic expectations for students in the academy. All students will be enrolled in Infinite Campus according to the Kentucky Department of Education (KDE) guidelines pertaining to virtual student enrollment.

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Bullitt County Public Schools

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: April 26, 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

Adrienne Usher, Assistant Superintendent  
Print Name of Primary Point of Contact

  
Local Board Chair Signature

502-869-8000; adrienne.usher@bullitt.kysch  
Point of Contact Phone and Email

April 26, 2021

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?**

- |  |   |  |  |
|--|---|--|--|
| <input checked="" type="checkbox"/> Kindergarten | <input checked="" type="checkbox"/> 1st Grade | <input checked="" type="checkbox"/> 2nd Grade  | <input checked="" type="checkbox"/> 3rd Grade  |
| <input checked="" type="checkbox"/> 4th Grade    | <input checked="" type="checkbox"/> 5th Grade | <input checked="" type="checkbox"/> 6th Grade  | <input checked="" type="checkbox"/> 7th Grade  |
| <input checked="" type="checkbox"/> 8th Grade    | <input checked="" type="checkbox"/> 9th Grade | <input checked="" type="checkbox"/> 10th Grade | <input checked="" type="checkbox"/> 11th Grade |
| <input checked="" type="checkbox"/> 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.
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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.

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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.
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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

### Bullitt Virtual Learning Academy Mission

The Bullitt Virtual Learning Academy (BVLA) is an innovative online program seeking to serve the educational needs of students in a virtual environment. Students will have Bullitt County Public School teachers and staff to provide instruction.

### 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



# **Bullitt County Public Schools**

**1040 Highway 44 East  
Shepherdsville, Kentucky 40165**

**502-869-8000  
Fax 502-543-3608  
[www.bullittschools.org](http://www.bullittschools.org)**

## **Application of Waiver of Kentucky Regulation Appendix A: Plan Narrative**

### **Bullitt Virtual Learning Academy Mission**

The Bullitt Virtual Learning Academy (BVLA) is an innovative online program seeking to serve the educational needs of students in a virtual environment. Students will have Bullitt County Public School teachers and staff to provide instruction, intervention, and facilitate learning to meet the needs of the whole child.

### **Rationale**

The current pandemic forced Bullitt County Public Schools to create both an in-person and virtual learning model. We have seen students struggle, but we have also seen high levels of success with some students virtually while navigating these unprecedented times. The intention of BVLA is to continue to provide an instructional virtual learning platform for students to continue to experience success while supporting both academic and social and emotional needs. The BVLA will become one of the three major programs housed within the Riverview Opportunity Center. Bullitt Virtual Learning Academy will provide an avenue for many students within the district to have an equitable, non-typical high school experience, while still meeting the standard of Bullitt County Public Schools Profile of a Graduate. Parents and students, through survey data, have shown the want for this type of program, and many of our students' performance, during the pandemic, has displayed a need for the program.

The Bullitt Virtual Learning Academy will seek students in two specific areas of need. There are many students within our rosters who have barriers preventing the typical navigation of a traditional educational format. Students with high levels of anxiety have become commonplace in our students. There are many academically brilliant students currently struggling within regular school systems, but the pandemic has provided said students an opportunity to work from home and thrive. These barriers also exist for students who have recently had life-altering experiences and may need a social reprieve with the ability to remain on task and on pace.

The student who plans to work hard and work ahead is the second area of need. There are hard-working students who may not have an interest in a co-op opportunity or a program which adds college credit. These students may still want to work at a quicker pace in order to finish school earlier without having to do specific extras or be tied to a promise of a certain kind of work experience when their coursework is complete. Traditional education creates barriers for the student who is focused on leaving school with a diploma at a nontraditional pace. With all of the flexibility of the new system of delivery, there is no reason a student who wants to work at a faster pace should be made to slow themselves if their parents agree. BVLA will provide these opportunities and remove barriers outside and within the control of the school/district.

The Bullitt Virtual Learning Academy will be a testament to Bullitt County Public Schools' commitments to innovation and meeting the needs of students. A technology rich asynchronous and synchronous experience coupled with highly qualified, caring teachers will breed sustainable excellence. The plan is to create a solid

**Equal Education and Employment Institution**

foundation of excellent instruction and remain on the cutting edge of technology within the program. Over time, BVLA will help graduate numerous students within the district who would have struggled in other areas. "Fit" and belonging are social concepts which can either be a barrier or an asset to a student. The Bullitt Virtual Learning Academy will remove barriers, be an asset, and become the right "fit" for many BCPS students.

### **Enrollment Process**

Families and students who are interested in enrolling in the Bullitt Virtual Learning Academy will apply in the spring and summer of 2021 for the 2021-2022 school year. The application will be for the full 2021-2022 academic year. The process will allow families and students to submit enrollment information along with providing information as to why participating in a virtual learning environment will be beneficial for their academic, social, and emotional development. The process will also involve a review of qualitative and quantitative data sources including a review of formative and summative assessment data at the school and district level. In addition, previous school year student attendance and/or participation will be reviewed to determine eligibility for enrollment into the virtual learning academy. Overall, the enrollment process will provide families and students with an opportunity to submit enrollment information with a review of multiple sources of data to determine if the student is the right fit for the Bullitt Virtual Learning Academy. Before the enrollment process begins, an informational night will be provided to interested families to learn about the Bullitt Virtual Learning Academy.

### **General Information**

The instructional day will mimic the same times as in-person instruction at the elementary, middle, and high school level. Students will be expected to take initiative and be independent learners, with parent and teacher support, in the Bullitt Virtual Learning Academy. BCPS Graduate Profile competencies and demonstration of learning will be embedded into the BVLA for students to showcase learning and skills. Students must be able to know how to use learning resources available to them, ask for help when needed from parents/teachers, and be able to manage their time for learning and assignment deadlines. Students will be held to the BCPS Code of Conduct. If a new student transfers into the district from another district they can apply at the start of the second semester.

Parents are expected to participate in a minimum of 2 parent-teacher conferences during the academic year. Parents must be available for students and school staff throughout the day through phone, email, etc. A Parent Contract and a Student Pledge with Bullitt County Public Schools must be signed, adhered to, and kept on file for BVLA participation.

A student support team will be put in place when students begin to demonstrate academic struggles by providing intervention and support to increase student success. After a period of time with continued support without progress, the student will be placed on a probationary period. After meeting with parents/guardians along with the student support team, students that are not successful in BVLA, within the first grading period, will transition to their home school for in-person learning at the beginning of the second grading period.

A student device will be issued to all students. Students will be expected to be available for instruction and engagement with teachers during normal school hours. Students will be expected to complete grade-level curriculum. Students will be expected to take part in formative and summative assessments for teachers to progress monitor student learning. Students will be subject to the same grading utilized in the traditional classroom. Students will have a BCPS certified teacher to provide and support learning along with web-based software programs and learning platforms. Students will be expected to participate in project-based learning experiences at home. Students will be provided with special area/unified arts experiences through certified teachers and/or digital platforms.

If a student-teacher meeting is needed or a "field trip" is planned, families and students will have to provide their own transportation to and from the location. Most services will be provided virtually for students with disabilities, gifted and talented, and English Learners. Students may be required to meet with their teacher/provider in-person on an individual or small group basis for related services, academic services, etc. Students will be required to come

in-person for district or state assessments. Families will be responsible for providing food and feeding their child breakfast and lunch.

Daily attendance will be required or an absence will be recorded against student's attendance. Attendance taken in morning and afternoon for elementary students. Attendance taken for each course for middle and high school students. Truancy procedures will be implemented by the district when students become non-compliant with attendance policies.

### **Virtual Learning Instructional Tools and Teaching/Learning Strategies**

Bullitt County Public Schools is a 1:1 district, therefore, all students in the Bullitt Virtual Learning Academy will be provided with a ChromeBook. In addition, wifi access will be provided to students, if necessary. Students will participate in synchronous and asynchronous learning through a Bullitt County Public School certified teacher along with the utilization of digital platforms, such as Google Classroom and SeeSaw. Another software program that will be utilized is Class which is an authentic virtual classroom set up to monitor attendance, engagement, student interactions, etc. while also embedding formative assessment tools inside the virtual classroom as well as allowing students to only access needed content during the synchronous class session. In addition, all Google Suite tools are available to teachers as well to support learning. In addition, we will be utilizing web-based software programs like Edgenuity, Compass, PathBlazer, K12, Lexia, etc. and other district purchased software tools. In addition, our teachers will utilize MasteryConnect as a tool to provide standards-based assessments and track student progress on standards mastery by creating assessments in MasteryConnect which students can take at home for formative and summative assessments.

Pedagogical strategies utilized in the Bullitt Virtual Learning Academy will include project-based learning along with utilizing the Thinking-Focus classroom to include community, gradual release of responsibility, discourse, and thinking strategies in a virtual classroom founded in deeper learning. Students will be provided direct instruction and scaffolding support, as needed, while also participating in academic discourse with peers to increase collaboration and communication skills. In addition, the Bullitt County Public Schools Graduate Profile Competencies will be included in learning experiences for students.

#### **Effective Communicator**

- Demonstrates active listening
- Engages others in productive discourse leading to solutions
- Adjusts message according to the content, purpose and needs of the audience
- Conveys ideas clearly in verbal, written, visual and digital forms

#### **Innovative Problem Solver**

- Gathers and analyzes information from a variety of sources including counter arguments
- Synthesizes ideas/information/data to develop new or unique solutions
- Analyzes and evaluates feedback and impact of approaches on the potential or actual outcome of the work

#### **Mastery Learner**

- Reasons using discipline/content-specific skills
- Makes adjustments as required based on new knowledge and experience
- Applies learned content to settings and contexts beyond the classrooms
- Applies a growth mindset to persevere when engaging with novel ideas, situations and challenges

#### **Self-Directed Navigator**

- Prioritizes tasks and manages time effectively
- Initiates course of action and reflects on challenges/failures as opportunities to learn and improve
- Sets goals and develops an action plan to achieve goals
- Uses strengths and resources to make adjustments around obstacles until goals are achieved

#### **Productive Collaborator**

- Productively works with diverse groups to achieve a goal
- Listens to others' viewpoints to manage conflicts and finds solutions that work toward outcomes



- Seeks out, provides and applies constructive feedback to improve outcomes and achieve goals

#### Community Contributor

- Recognizes a need, plans and engages in action to positively impact local, regional and/or global communities
- Demonstrates empathy and respect for diverse cultures and opinions
- Demonstrates safe, legal and ethical behavior

### **Elementary and Middle School Virtual Learning Academy**

Bullitt County Public School certified staff will be deployed for elementary and middle school students based on enrollment. Classrooms will meet cap requirements for elementary and middle school classrooms and will have a certified teacher. In addition, unified arts/special areas (stem, art, physical education, coding, etc.) will be provided through a combination of certified teachers and digital platforms, as appropriate. Elementary students will be virtually “self-contained” with a homeroom teacher with middle school teachers organized by content and teacher vertically. Reading on grade level at the elementary will be a focus as well as math, science, social studies, and writing. Elementary teachers will teach the five components of literacy in second and third grade aligned with the Kentucky Academic Standards utilizing our early literacy assessment instruction and data protocol. Elementary and middle school students will also be provided time to experience student-led conferences, be involved in goal setting, mentoring, and other experiences that support a child’s academic experience. Students will have access to extracurriculars and athletics at their home school.

### **High School Virtual Learning Academy**

High school students enrolled in Bullitt Virtual Learning Academy innovative program will graduate within their 4-year cohort. Students will have certified teachers for content area graduation requirements. Students will be provided pathway opportunities, dual credit and AP classes as needed and/or requested. As the program continues to grow with enrollment, transition readiness, pathway growth and completion, and expansion of learning opportunities shall be added to the academy. The program will be assessed primarily on how many students graduate with their cohort on time. We anticipate that we can graduate most of our students in a span of four years. There is also a component in the program where we’ll also focus on early graduation and some students may graduate in three years. Overall it will be a different educational platform that will be a gateway for students to start their college and career readiness. We also expect that all of our students graduate college and/or career ready. High school students will also be provided time to experience student-led conferences, be involved in goal setting, mentoring, and other experiences that support a child’s academic experience. Students will have access to extracurriculars and athletics at their home school.

### **Special Populations**

Bullitt County Public Schools has diverse learners in all grade levels. The BVLA will be open to enrollment for diverse learners. However, students with disabilities will be enrolled as determined through the ARC process involving appropriate stakeholders. BCPS certified special education teachers will be deployed to students in the BVLA who have an individualized education plan (IEP). The regular education teacher and special education teacher will collaborate to ensure the individual needs are met of each student along with ensuring progress on IEP goals. Co-teaching and resource teaching will be implemented as dictated on IEP. English Language Learners will also be provided with access to the BVLA and their language and academic needs will be met by deploying existing district English Language Teachers to provide support in and out of the regular classroom for students at all levels. Assessment data will be utilized to determine if the BVLA is an appropriate placement for an EL student based on ACCESS and TELL assessment data. Gifted and talented students will also have access to the BVLA and individualized programming will be provided based on the Gifted Student Services Plan for each student through our existing district gifted and talented teachers. All students with diverse needs will continue to be able to access the personalized learning needs through BCPS certified teachers as well as digital platforms, as appropriate.

### **Collection of Work Evidence and Outcomes**

Climate and satisfaction surveys, academic formative and summative assessments, and progression through the online learning platforms are components of how Bullitt County will measure progress towards grade level mastery and graduation. Solution-based meetings, focusing on academic history combined with social and emotional aspects will guide the individualized educational needs of the students. The professional learning community process will be used for teachers to answer the four questions: (1) What do our students need to know and be able to do? (standards), (2) How will we know they have learned it?, (3) How will we respond when they master standards?, and (4) How will we respond when they do not master standards?. In addition, the instructional process will be used to plan units with mastery checks for students along the way. Student work samples will be collected and reviewed throughout the PLC process and at school level meetings to analyze and assess the expectations and quality of work in the BVLA. Teachers will be required to submit lesson plans for review for the planning of research-based instruction fused with digital learning tools and pedagogies. Learning outcomes will be monitored through MasteryConnect through formative and summative assessments, our district CASE benchmark assessment, ACT, state assessment data, transition ready percentages, and graduation rate. In addition, mastery of our Graduate Profile competencies will be embedded into work evidence and outcomes for students demonstrate skills tied to each competency.

### **Professional Learning**

Bullitt County Public Schools employ Digital Learning Coaches who will be deployed to provide teachers with job-embedded professional learning through coaching cycles and consulting as needed to enhance student learning outcomes. An instructional coach will also be deployed to work with teachers through coaching cycles to build teacher capacity and support administration in ensuring high expectations, grade level assignments, rigor, and student support. The district will also be using digital leader experts to assist with professional development for teachers as well. The BVLA will create a professional development plan to ensure teachers have the needed support and tools for growth and development teaching in a virtual environment.

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Burgin Independent Schools

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: April 14, 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**

Matt Grimes, DPP

**Print Name of Primary Point of Contact**



**Local Board Chair Signature**

matt.grimes@burgin.kyschools.us

**Point of Contact Phone and Email**

4-14-21

**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?**

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> Kindergarten          | <input type="checkbox"/> 1st Grade            | <input type="checkbox"/> 2nd Grade             | <input type="checkbox"/> 3rd Grade             |
| <input type="checkbox"/> 4th Grade             | <input type="checkbox"/> 5th Grade            | <input checked="" type="checkbox"/> 6th Grade  | <input checked="" type="checkbox"/> 7th Grade  |
| <input checked="" type="checkbox"/> 8th Grade  | <input checked="" type="checkbox"/> 9th Grade | <input checked="" type="checkbox"/> 10th Grade | <input checked="" type="checkbox"/> 11th Grade |
| <input checked="" type="checkbox"/> 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

The Edgenuity Platform will be used for classes. An Assistant Principal will oversee the program and a teacher will be assigned to grade work, oversee that students are staying on track with classes and completing projects and assignments.

### 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

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**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:

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**

**Print Name of Primary Point of Contact**

**Local Board Chair Signature**

**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:

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*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).*

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## **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**

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**2nd Grade**

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**3rd Grade**

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**4th Grade**

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**5th Grade**

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**6th Grade**

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**7th Grade**

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**8th Grade**

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**9th Grade**

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**10th Grade**

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**11th Grade**

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**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:

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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.

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## Appendix A - Plan Narrative

In both the Program and Academy model, instruction will be delivered via a virtual platform. The platforms will include Google Classroom, Oddyseware, Edunuity, and potentially others. Instrucion will include self-paced as well as

### 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



**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Calloway County

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: April 15, 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.

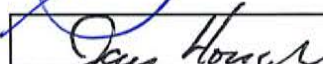
By signing below, the Superintendent and Board Chair affirmatively state that all information contained herein is true and correct to the best of their information and belief, and that they possess authority to bind the school district to this application and MOU



**Superintendent Signature**

Brian Wilmurth

**Print Name of Primary Point of Contact**



**Local Board Chair Signature**

270-762-7300 brian.wilmurth@calloway.kys

**Point of Contact Phone and Email**

April 15, 2021

**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:

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*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).*

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### **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.
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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

K-5 Virtual Academy: Instruction will be delivered in the virtual academy synchronously and asynchronously. The LMS will be Microsoft TEAMS. Some supplemental work may be assigned at the discretion of the teacher utilizing the Calloway

### 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



**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Campbellsville Independent Schools

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: 4-19-2021

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

*Kathy Smith*  
Superintendent Signature

Kent settle  
Print Name of Primary Point of Contact

*Pat Hall*  
Local Board Chair Signature

270-465-4162 Kent.settle@  
cville.kyschools.us  
Point of Contact Phone and Email

4-19-21  
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?

- |  |   |   |   |
|--|---|---|---|
| <input checked="" type="checkbox"/> Kindergarten | <input checked="" type="checkbox"/> 1st Grade | <input checked="" type="checkbox"/> 2nd Grade | <input checked="" type="checkbox"/> 3rd Grade |
| <input checked="" type="checkbox"/> 4th Grade    | <input checked="" type="checkbox"/> 5th Grade | <input type="checkbox"/> 6th Grade            | <input type="checkbox"/> 7th Grade            |
| <input type="checkbox"/> 8th Grade               | <input type="checkbox"/> 9th Grade            | <input type="checkbox"/> 10th Grade           | <input type="checkbox"/> 11th Grade           |
| <input type="checkbox"/> 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

SEE ATTACHED

### 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



Students in grades K-5 will be utilizing Pathblazers through Edgenuity as our LMS. All virtual students will have daily access to a certified teacher. Students will be monitored daily for attendance and given opportunities to communicate in real time with a certified teacher.

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Carter Countny

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: April 19, 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

*Ronnie Dotson*  
**Superintendent Signature**

Judy Dotson  
**Print Name of Primary Point of Contact**

*Lisa Ramey - Easterling*  
**Local Board Chair Signature**

606-474-6696  
**Point of Contact Phone and Email**

April 19, 2021  
**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*





**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Caverna Independent Schools

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: conditional, June 10, 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**

Cornelius Faulkner  
**Print Name of Primary Point of Contact**

  
**Local Board Chair Signature**

270-773-2530, cornelius.faulkner@caverna.k  
**Point of Contact Phone and Email**

April 29, 2021  
**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**

## **Appendix A – Narrative Plan**

**This waiver is conditional based on the need to go to an all virtual setting due to public health concerns.** The primary method of delivery of instruction for students in all grades will be web-based with Google Classroom serving as the main platform for managing student assignments. The virtual program will be real-time instruction where the student is interacting with a fully certified teacher. Within the Google Classroom framework, teachers will design instruction based on current curriculum maps that utilize project based learning and blended learning opportunities for students. Examples of the web-based resources that teachers will use in planning engaging and interactive lessons through the Google Classroom will include: Google Drive, Board Works, Flocabulary, Zearn, Prodigy, Lexia, Kahn Academy, Twitter, and Reading Plus.

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.
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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.
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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

See Attachment

### 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



**CHRISTIAN COUNTY**  
— PUBLIC SCHOOLS —  
A Community Committed to Phenomenal Schools

200 Glass Ave.  
Hopkinsville, Kentucky 42240  
PO BOX 609  
(270) 887-7000  
[www.christian.kyschools.us](http://www.christian.kyschools.us)



## MEMORANDUM

**TO:** Christian County Board of Education Board Members

**FROM:** Christopher L. Bentzel, Superintendent *CB*  
Melanie A. Barrett, Director of Pupil Personnel *MAB*

**DATE:** May 6, 2021

**RE:** Application of Waiver of Kentucky of Kentucky Board of Education

Christian County Public Schools submitted a Conditional Waiver regarding the above mentioned Application of Waiver of the Kentucky Board of Education on April 30, 2021. Since, the Christian County Board of Education had a board meeting and voted to submit the waiver to the Kentucky Board of Education. The May 6, CCPS board meeting minutes, signed application waiver, and the Christian County Public Schools Virtual Learning Academy plan is being submitted with required board minutes #201.

**CHRISTIAN COUNTY BOARD OF EDUCATION  
BOARD OF EDUCATION MEETING**

**MAY 6, 2021**

**6:00 P.M.**

**SPECIAL BOARD MEETING/WORKSHOP**

The Christian County Board of Education met on Thursday, May 6, 2021 at 6:00 P.M. for a Special Board Meeting/Workshop - Live Streamed and Viewable at: [www.christian.kyschools.us](http://www.christian.kyschools.us).

**BOARD MEMBERS PRESENT:**

Mr. Tom Bell, Chairperson

Mr. Lindsey Clark, Vice Chair

Mr. Michael Walker

Mr. Jeff Moore

Ms. Tiffany Mumford Brame

Mr. Chris Bentzel, Superintendent and Board Secretary

Also present: Mr. Jack Lackey, Jr., School Board Attorney; Administrators, Guests, and Virtual Viewers

**BOARD MEMBERS ABSENT:**

**ACTION/ITEMS**

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Recognitions:

- A) Calvin Warren – KMEA Professional Development Conference
- B) Ben Stephens – KMEA Professional Development Conference
- C) TyDarius Kelly – 3<sup>rd</sup> Place State Wrestling
- D) Austin Grant Hall – State Wrestling Runner Up
- E) Oscar JT Adams IV – State Wrestling Champion
- F) KAE4-HA Commissioners 4-H and FFA Youth Development Partnership Award:
  - Olivia Clark (CCHS)
  - Victoria Mohon (CCHS)
  - Aaron Stallons (CCHS)
  - Julie Gilliam (HHS)
  - Brianna Barnes (HHS)

**CALL TO ORDER**

Mr. Bell called the meeting to order at 6:12 P.M.

**#199 APPROVAL  
OF AGENDA**

Motion by Mr. Walker, second by Mr. Clark, to approve the Agenda as presented (A copy of which is attached and the terms of which are incorporated by reference).

Voting yes: Mr. Walker, Mr. Clark, Mr. Moore,  
Ms. Mumford Brame, Mr. Bell

Voting no: NONE

**PRESENTATIONS:**

**LEARNING RECOVERY UPDATE**

Jessica Addison, Director of Instruction, was present to give the board an update on Learning Recovery.

Mrs. Addison reviewed the three phases of the District's Learning Recovery Plan and the steps schools are taking with intervention, targeted instruction and ESS. Mrs. Addison stated that 1,824 students are registered to attend the Summer Learning Institute beginning June 7, 2021. The District will continue with long term intervention to ensure that students succeed.

**HOUSE BILL 563**

Melanie Barrett, Director of Pupil Personnel, was present to give the Board an overview of House Bill 563.

House Bill 563 goes into effect on July 1, 2022 and will allow families to choose schools other than their districted public schools. Student's average daily attendance funding will follow the student out of district. The Board will be required to adopt a nonresident student policy and forbid discrimination amount nonresident students.

### **GROW YOUR OWN PARTNERSHIP WITH MURRAY STATE UNIVERSITY AND SPRING RECRUITMENT UPDATE**

Beverly Fort, Teacher Recruiter, was present to give the Board an update on the Grow Your Own Partnership with Murray State University and Spring Recruitment.

Mrs. Fort introduced President Robert Jackson, Dean David Whaley, and Provost Tim Todd from Murray State University, who are all excited to begin the Grow Your Own Partnership. The Teaching and Learning Pathway at Gateway will begin with the upcoming school year.

Mrs. Fort also gave the Board an update on spring teacher recruitment progress. The District held its first virtual teacher job fair and Mrs. Fort has been in attendance at several virtual and in person teacher job fairs at many universities. She is also using several online job platforms to recruit candidates as well as holding zoom meet and greets and conducting site visits with potential recruits.

Lastly, Mrs. Fort reviewed the steps we are taking to retain the teachers we have in the district. She is working on several initiatives to keep the teachers we have.

#200 DISCUSSION/  
APPROVAL  
SCHOOL  
EMERGENCY  
DAY WAIVER  
FOR CROFTON  
ELEMENTARY  
SCHOOL ON  
MAY 4, 2021

Motion by Mr. Walker, second by Mr. Clark, to Approve School Emergency Waiver for Crofton Elementary School on May 4, 2021 (a copy of which is attached and the terms of which are incorporated by reference.)

Voting Yes: Mr. Walker, Mr. Clark, Mr. Moore,  
Ms. Mumford Brame, Mr. Bell

Voting No: NONE



- #201 DISCUSSION/  
APPROVAL  
APPLICATION  
OF WAIVER OF  
KENTUCKY  
ADMINISTRATIVE  
REGULATION  
KENTUCKY  
BOARD OF  
EDUCATION
- Motion by Ms. Mumford Brame, second by Mr. Clark, to Approve the Application of Waiver of Kentucky Administrative Regulation, Kentucky Board of Education (a copy of which is attached and the terms of which are incorporated by reference.)
- Voting Yes: Ms. Mumford Brame, Mr. Clark, Mr. Moore, Mr. Walker, Mr. Bell
- Voting No: NONE
- #202 DISCUSSION/  
APPROVAL  
2021  
DISTRICT  
FACILITY  
PLAN
- Josh Hunt, Assistant Superintendent of Operations, provided a update for the 2021 District Facility Plan. After discussion from the Board, motion by Mr. Walker, second by Ms. Mumford Brame, to Approve the 2021 District Facility Plan (a copy of which is attached and the terms of which are incorporated by reference.)
- Voting Yes: Mr. Walker, Ms. Mumford Brame, Mr. Moore, Mr. Clark, Mr. Bell
- Voting No: NONE
- #203 DISCUSSION/  
APPROVAL  
TO ADVERTISE  
FOR REQUEST  
FOR  
QUALIFICATIONS  
FOR ARCHITECT  
SERVICES FOR  
FUTURE HIGH  
SCHOOL FACILITIES  
PROJECTS
- Motion by Mr. Moore, second by Mr. Clark, to Approve to Advertise for Request for Qualifications for Architect Services for Future High School Facilities Projects (a copy of which is attached and the terms of which are incorporated by reference.)
- Voting Yes: Mr. Moore, Mr. Clark, Ms. Mumford Brame, Mr. Walker, Mr. Bell
- Voting No: NONE

- #204 DISCUSSION/  
APPROVAL  
2021-2022  
LAW  
ENFORCEMENT  
AGREEMENT  
BETWEEN  
CHRISTIAN  
COUNTY PUBLIC  
SCHOOLS AND  
CHRISTIAN  
COUNTY SHERIFF'S  
DEPARTMENT
- Motion by Mr. Walker, second by Mr. Clark, to Approve the 2021-2022 Law Enforcement Agreement between Christian County Public Schools and Christian County Sherriff's Department (a copy of which is attached and the terms of which are incorporated by reference.)
- Voting Yes: Mr. Walker, Mr. Clark, Ms. Mumford Brame, Mr. Moore, Mr. Bell
- Voting No: NONE
- #205 DISCUSSION/  
APPROVAL  
2021-2022  
LAW  
ENFORCEMENT  
AGREEMENT  
BETWEEN  
CHRISTIAN  
COUNTY PUBLIC  
SCHOOLS AND  
THE CITY OF  
HOPKINSVILLE
- Motion by Mr. Clark, second by Mr. Walker, to Approve the 2021-2022 Law Enforcement Agreement between Christian County Public Schools and the City of Hopkinsville (a copy of which is attached and the terms of which are incorporated by reference.)
- Voting Yes: Mr. Clark, Mr. Walker, Mr. Moore, Ms. Mumford Brame, Mr. Bell
- Voting No: NONE
- #206 DISCUSSION/  
APPROVAL  
BIDS FOR THE  
PURCHASE OF  
TWO 1 TON WORK  
TRUCKS FOR THE  
MAINTENANCE  
DEPARTMENT
- Motion by Mr. Moore, second by Mr. Clark, to approve the bid from Pennyryle Ford for the Purchase of Two 1 Ton Work Trucks for the Maintenance Department (a copy of which is attached and the terms of which are incorporated by reference.)
- Voting Yes: Mr. Moore, Mr. Clark, Ms. Mumford Brame, Mr. Walker, Mr. Bell
- Voting No: NONE

#207 DISCUSSION/  
APPROVAL  
CONTRACT  
BETWEEN  
CHRISTIAN  
COUNTY  
PUBLIC  
SCHOOLS  
AND MAX  
ARNOLD &  
SONS, LLC

Motion by Mr. Walker, second by Mr. Clark, to approve the Contract between Christian County Public Schools and Max Arnold & Sons, LLC (a copy of which is attached and the terms of which are incorporated by reference.)

Voting Yes: Mr. Walker, Mr. Clark, Mr. Moore,  
Ms. Mumford Brame, Mr. Bell

Voting No: NONE

#208 DISCUSSION/  
APPROVAL  
OF INDIRECT  
COST RATES  
FOR FY21-22

Motion by Mr. Walker, second by Mr. Clark, to approve the Indirect Cost Rates for FY21-22 (a copy of which is attached and the terms of which are incorporated by reference.)

Voting Yes: Mr. Walker, Mr. Clark, Mr. Moore,  
Ms. Mumford Brame, Mr. Bell

Voting No: NONE

#209 ADJOURN

Motion by Mr. Walker, second by Ms. Mumford Brame to Adjourn (7:52 P.M.)

Voting Yes: Mr. Walker, Ms. Mumford Brame, Mr. Clark,  
Mr. Moore, Mr. Bell

Voting No: NONE

**APPROVED CHAIRPERSON** \_\_\_\_\_

**APPROVED SECRETARY** \_\_\_\_\_



**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Christian County Public Schools

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: April 30-Conditional Waiver E

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

Melanie A. Barrett, DPP  
Print Name of Primary Point of Contact

  
Local Board Chair Signature

melanie.barrett@christian.kyschools.us and  
Point of Contact Phone and Email

April 23, 2021  
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?

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> Kindergarten          | <input type="checkbox"/> 1st Grade            | <input type="checkbox"/> 2nd Grade             | <input type="checkbox"/> 3rd Grade             |
| <input checked="" type="checkbox"/> 4th Grade  | <input checked="" type="checkbox"/> 5th Grade | <input checked="" type="checkbox"/> 6th Grade  | <input checked="" type="checkbox"/> 7th Grade  |
| <input checked="" type="checkbox"/> 8th Grade  | <input checked="" type="checkbox"/> 9th Grade | <input checked="" type="checkbox"/> 10th Grade | <input checked="" type="checkbox"/> 11th Grade |
| <input checked="" type="checkbox"/> 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

Virtual Learning Academy  
2021-2022

### 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



## **Virtual Learning Academy 2021-2022**

### **Purpose:**

The purpose of CCPS Virtual Learning Academy is to provide:

- An alternative option to in-person learning where all coursework can be completed through the CCPS Virtual Learning Academy.
- Learning activities supported by virtual teacher-led instruction as well as utilizing on-line learning opportunities that are aligned with Kentucky Academic Standards.
- A curriculum aligned with the Kentucky Academic Standards and the learning goals in each student's Individual Learning Plan (ILP). The ILP is state mandated for grades 6-12.

### **Benefits:**

- Instruction provided by Kentucky accredited teachers
- No tuition and fees
- Accredited diploma upon satisfying all requirements for graduation
- Individualized academic and career preparation plan
- Increased responsibility in time management, organization, self-direction and self-regulation.
- Eligibility for a KEES yearly GPA, ACT bonus, Dual Credits, AP courses, and Salutatorian/Valedictorian awards
- Weekly food bundles provided by Christian County Public Schools Food Services

### **Introduction:**

- Virtual Learning Academy (VLA) will be an A5 school independent from A1 schools.
- Student's individual enrollment will reflect enrollment in the Virtual Learning Academy.
- Attendance, grades and credits will be posted by VLA.
- Cumulative student records will be housed at VLA

### **Hours of Operation:**



Virtual Learning Academy will operate Monday thru Friday from 8:00 am - 3:00 pm. VLA will follow the Christian County Public Schools District Calendar.

**Criteria:**

1. Students who are on track for graduation
2. Students who are not in truancy
3. Students who have successfully completed all of the previous year's coursework with passing grades
4. Students who have shown mastery of the previous grade level standards based on multiple measures (universal screeners, teacher recommendations and grades).
5. Medical hardship supported by medical/professional documentation (documentation provided must be current and support the need for VLA enrollment)
6. Students must acquire and maintain consistent internet access
7. Students and guardians will be required to complete an in-person orientation to go over the criteria of the program, complete their On-line registration form and receive a Chromebook (if needed).
8. Exceptions will be considered for students with disabilities

**Enrollment:**

All students desiring enrollment in VLA during the 2021-2022 school year will re-apply or apply for entry and be accepted into the program using criteria outlined above. Medical hardship will be reviewed first then a committee will determine the enrollment of other students based on capacity. If qualifying applicants exceed the enrollment capacity, a waiting list will be developed based on the order in which applications are received. Any new enrollments in CCPS desiring entry into the program will be required to complete the application process and if approved will be added to the waiting list. The initial application process will be completed through Google Form and will be communicated on the CCPS webpage, Facebook page and Twitter beginning March 8 and ending March 26. Families will be notified by April 15 if they have been accepted into the program or not.

CCPS Virtual Learning Academy will service students in grades 4th - 12th with a maximum enrollment of 600. The student capacity at each grade level will be broken down as follows:

- 4 - 6 grade - 150 students
- 7 - 8 grade - 150 students



9 - 12 grade - 300 students

**Internet Use Policy:**

The Christian County Board of Education provides computers as tools to enhance students' learning. The district's computer network and the Internet, whether used on or off-campus; whether owned by the school district or by the student or his/her family; whether accessed on campus or off campus during or after school hours; may not be used for the purpose of harassment of any kind. All forms of harassment over the Internet (commonly referred to as cyberbullying) are unacceptable and will be viewed as a violation of school board policy and the district's acceptable computer use policy and procedures. Malicious use of the district's computer system is prohibited. Users are responsible for the appropriateness of the material they transmit over the system. Hate mail, harassment, discriminatory remarks, or other antisocial behaviors are expressly prohibited. Failure to adhere to Internet Acceptable Use Policy will result in the following disciplinary action: the loss of computer privileges and/or removal from the Virtual Program. In addition, when any kind of threat is communicated or when a hate crime is committed, the administration will report such crimes to local law enforcement officials.

**Attendance/Truancy:**

Students are required to adhere to the attendance policy as stated in Christian County Public Schools attendance policy. Virtual Learning Academy students' attendance requirement is satisfied by logging in daily.

In the event of an absence, students are to provide a written excuse note of absences to the Virtual Learning Academy attendance clerk within five (5) days of a recorded absence, in accordance with Christian County Public Schools attendance policy. In cases of chronic absence or truancy (6 total days of unexcused absences), and after consultation with the appropriate staff, in accordance with policy and procedures, the Virtual Learning Program will take action including but not limited to removal from the Virtual School Program, referral to the truancy office, issuance of legal notices, and juvenile court intervention. These actions will take place in an effort to remedy any social, emotional, or family support issues that may contribute to a student's excessive absences.

**Lost/Stolen Equipment:**

The equipment is provided for use only while a part of the Virtual Learning Academy. In the event that the student leaves the Virtual Learning Academy or moves out of Christian County, the equipment must be returned to the Virtual Learning Academy administrator. Failure to return

the computer with assigned accessories will result in the equipment being considered stolen and a police report will be filed. If the equipment is lost/stolen during the course of the school year, a replacement will only be considered after a copy of the police report has been received by the Virtual Program (depending on circumstances, a replacement may NOT be available.

### **Dress Code:**

Students are to dress in clothes promoting a safe and respectful learning environment. Clothes creating a disruptive environment or cause a health or safety hazard are not appropriate and not acceptable during virtual class sessions. School personnel will enforce this dress code:

#### **Clothing cannot:**

- show profanity, obscenity, violence, or symbols of hate
- promote alcohol, tobacco, or drugs
- promote gang colors or gang related signs
- show underwear or sag.
- show bare skin between upper chest and mid-thigh

### **Discipline Due Process:**

Virtual Learning Academy will not tolerate any derogatory comments, profanity or threats against any staff member. The referral will be submitted to the Virtual Learning Academy Principal. The principal/designee will investigate a student's alleged misconduct and determine whether disciplinary action is necessary. The principal/designee will provide due process by explaining the program's view of offense, the information gathered during the investigation, and the consequences or other behavioral intervention as determined by the principal. The principal/designee will allow the student to explain his/her side or view of the offense. If the principal/designee has knowledge of any serious student misconduct, the principal/designee may immediately remove the student from the Virtual Learning Academy. If it is determined that disciplinary action is not warranted, the incident will be deleted from the file. Parents will be provided written notice of any misconduct and/or removal from the Virtual Learning Academy. VLA will follow the Code of Acceptable Behavior.

### **Academic Integrity Contract**

Virtual Learning Academy students must sign a commitment form attesting to academic integrity regarding each of the following topics.

- All work must be completed by the student alone



- Any collaboration among students must be pre-approved by the teachers
- **Plagiarism will not be allowed in any form. This will include copying or using the ideas or words of others and presenting them as one's own.**
- Students will not allow others to copy their work
- Content from the Internet will not be misused or misrepresented.

All Virtual Learning teachers utilize a variety of technologies to check student work for authenticity. If the teacher confirms that the student has plagiarized work in any manner, the student will be subject to consequences outlined in the CCPS Code of Acceptable Behavior up to and including removal from the program.

### Courses of Study:

#### Elementary and Middle School

Students in 4th through 8th grades will take core classes (Reading/Language Arts, Math, Science, and Social Studies) each school year that address all required Kentucky Academic Standards in those areas. Special courses will be offered in physical education, art, and computer science, career exploration and financial literacy (6-8), and keyboarding (6-8). Beginning in 6th grade, all students will establish and maintain an Individual Learning Plan (ILP) each year.

#### High School

##### Credit Requirements

In order to be a	
Sophomore (10th grade) a student must have earned...	5 credits
Junior (11 <sup>th</sup> grade), a student must have earned...	11 credits
Senior (12 <sup>th</sup> grade), a student must have earned...	17 credits
Graduate, a student must have earned...	at least 24 credits

#### High School Courses Offered

##### Core Classes

\*Honors Courses Available

English Language Arts	Math	Social Studies	Science
4 credits required	4 credits required	3 credits required	3 credits required

9th Grade	*English I	*Algebra 1 or *Geometry	*Economics (.5) and *U.S. Government (.5) AP Geography	*Earth & Space Science
10th Grade	*English 2	*Geometry or *Algebra 2	*World History	*Biology AP Biology
11th Grade	*English 3 AP Language and Composition <b>Dual Credit:</b> Eng. 101	*Algebra 2 or *Pre-Calculus <b>Dual Credit:</b> MAT150 College Algebra MAT126 College Tech. and Trigonometry	*U.S. History AP U.S. History	*Chemistry
12th Grade	*English 4 AP Literature <b>Dual Credit:</b> Eng. 161 or Eng. 101 if not taken in 11th grade	*Calculus Personal Finance (Math Credit) Algebra 3 AP Calculus <b>Dual Credit:</b> MAT150 College Algebra MAT126 College Tech. and Trigonometry		

#### Career Courses

Agriculture		Business and Marketing Education/Family and Consumer Sciences - Hospitality, Travel Tourism and Recreation	
Agriculture Foundations I Agriscience Foundations	1	Hospitality and Tourism: Traveling the Globe (Intro to Hospitality and tourism)	.5
Agriculture Foundations II: Sustaining Human Life (Agri Communication II)	.5	Hospitality and Tourism 2a: Hotel and Restaurant Management	.5
Principles of Ag., Food, and Natural Resources	1	Hospitality and Tourism 2b: Hotel and Restaurant Management	.5
Vet Science: The Care of Animals	.5	Introduction to Culinary Arts	.5
Dual Credit Options (MSU): <ul style="list-style-type: none"> <li>AGR 100 Animal Science</li> <li>AGR 199 Contemporary Issues in Ag.</li> <li>AGR 140 Plant Science</li> <li>AGR 182 Intro. To Pre-Vet Science</li> </ul>		Restaurant Management	1

Family and Consumer Sciences	
Life Skills: Navigating Adulthood (Life Management Skills)	.5

Nutrition and Wellness	.5
Personal & Family Finance (Personal Financial Literacy) Coming Soon: Consumer Math	.5
Real World Parenting	.5
Maybe - Human and Social Services	1

### Additional Elective Courses

Personal Financial Literacy (.5) (Required)

Learning in a Digital World: Strategies for Success (.5)  
(Required)

Honors Probability & Statistics (1.0) (prerequisite Alg. II)

College and Career Readiness (.5)

Public Speaking (.5)

Theater, Cinema & Film Production (1.0)

AP Computer Science (1.0)

Creative Writing (.5)

Critical Thinking and Study Skills (.5)

African American History (1.0)

Spanish I (1.0)

Spanish II (1.0)

Marine Science (1.0)

### **Additional Graduation Requirements:**

- 8 elective/pathway course credits in an academic or career interest based on student's ILP
- ½ credit Health Education I and ½ credit Physical Education I
- 1 credit Visual and Performing Arts
- 2 Foreign Language Credits (for Honor Graduates)
- Pass state-mandated civics test (minimum score of 60%)
- Successfully complete a course or program in financial literacy
- Receive instruction in essential workplace ethics
- Successful completion of Individual Learning Plan (ILP)
- Demonstrated competency in technology



# My 4 Year High School Plan

Name: \_\_\_\_\_ Grade: \_\_\_\_\_  
Last, First

ILP Career Pathway: \_\_\_\_\_

List required courses before choosing electives. Consider your goals in deciding which courses to take. Look at prerequisites to courses and programs (such as Co-op for senior year in a career pathway).

Grade 9		Grade 10	
Course Title	Credits	Course Title	Credits
English 1	1.00	English 2	1.00
Algebra 1/Geometry	1.00	Geometry/Algebra 2	1.00
Geography/AP Human Geography	1.00	World History/AP World History	1.00
Earth/Space Science	1.00	Biology/AP Biology	1.00
Health Education I	.50	Optional Course	1.00
Physical Education I	.50	Optional Course	1.00
Optional Course	1.00		
<b>Total Credits</b>	<b>6</b>	<b>Total Credits</b>	<b>6.00</b>
Grade 11		Grade 12	
Course Title	Credits	Course Title	Credits
English 3/AP Language and Composition/Dual Credit - ENG 101	1.00	English 4/AP Literature and Composition/Dual Credit - ENG 161 OR ENG 101 if not taken 11th grade	1.00
Algebra 2/Precalculus	1.00	4th Math Credit - Algebra 3/AP Calculus/Personal Finance (Math Credit)/Dual Credit MAT 150 or MAT 126	1.00
Intro to Chemistry and Physics (ICP)	1.00	Optional Course	1.00
US History/AP US History	1.00	Optional Course	1.00
Visual and Performing Arts	1.00	Optional Course	1.00
Optional Course	1.00	Optional Course	1.00
<b>Total Credits</b>	<b>6.00</b>	<b>Total Credits</b>	<b>6.00</b>

**Testing Schedule:**

- VLA Students will be required to participate in all district and state required testing.
- When the option to test remotely is available it will be utilized, but there will be times when VLA students are required to test in-person.

**Grading Scale**

The Christian County Public Schools Virtual School Program will utilize the following grading scale:

A = 90 - 100

B = 80 - 89

C = 70 - 79

D = 60 - 69

F = 0 - 59

For core content graduation requirements (Language Arts, Social Studies, Mathematics and Science) dual credit college courses will be assigned in accordance with the following enhanced schedule. Students must take the corresponding AP exam for a grade calculated on a 5.0 weighted scale.

A = 5 points

B = 4 points

C = 3 points

D = 2 points

F = 0 points

**High School Academic Non-Compliance:**

In order to remain enrolled in the Virtual Learning Academy, students must maintain passing grades in all courses. Grades will be reviewed bi-weekly by the Virtual Learning Academy teachers and Administrator. Failure to maintain passing grades in any course will result in the following:

- 1st Week - Conference with parent and student
- 2nd Week - If any grade is below a 60 average, for a second consecutive week, the student will be required to have a google meet with the teacher twice a week to review progress toward passing.

- 3rd Week - If any grade is below a 60 average, the student will continue to meet with the teacher twice a week to review progress toward passing.
- 4th Week - If any grade is below a 60 average, the student could potentially be withdrawn from the Virtual Learning Academy and enrolled in Focus and Finish until grades are passing then return to their A1 School at the end of the quarter. (conference with parent and student)

### **Middle and Elementary School Non-Compliance:**

In order to remain enrolled in the Virtual Learning Academy, students must maintain passing grades in all courses. Grades will be reviewed bi-weekly by the Virtual Learning Academy teachers and Administrator. Failure to maintain passing grades in any course will result in the following:

- 1st Week - Conference with parent and student
- 2nd Week - If any grade is below a 60 average, for a second consecutive week, the student will be required to have a google meet with the teacher twice a week to review progress toward passing.
- 3rd Week - If any grade is below a 60 average, the student will continue to meet with the teacher twice a week to review progress toward passing.
- 4th Week - If any grade is below a 60 average, the student will be required to attend in-person tutoring sessions with VLA staff until grades are passing. If a student fails to attend tutoring or maintain passing grades, the student could potentially be withdrawn from the Virtual Learning Academy and enrolled in their A1 School at the end of the semester. (conference with parent and student)

### **Exiting VLA by Request:**

- Once enrolled in VLA students shall remain enrolled in VLA until the end of the semester, or school year.
- If a student requests to change learning settings there will be a review by the designated CCPS Virtual Learning Academy Committee which would convene at the end of each semester.
- Students will only be allowed to exit VLA and return to a traditional CCPS school at the end of the semester or end of the current school year.
- When a student is approved for exit, the process will follow that of an in district transfer. The receiving school will be notified of the student's request to return. The receiving



school should complete a records request for the transferring student, and once received, VLA staff will send all records to the receiving school including current grades.

### **Special Education:**

Virtual Learning Academy will accommodate students with special needs through their Individual Educational Plan (IEP). When a student is accepted into the program, an ARC will convene to update their IEP.

Decisions for individual students with disabilities under the IDEA shall be made through the Admissions and Release Committee process and changes in service delivery required under the IDEA shall be made to the student's IEP.

Decisions for students identified under Section 504 shall be made through the team process as required under federal law and corresponding District policies and procedures (and changes in service delivery under the IDEA shall be made to the student's IEP).

It is the responsibility of the parent/guardian or student 18 years or older to participate in the Admissions and Release Committee (ARC) in which daily service minutes, accommodations, modifications and any other special services will be altered to reflect services provided by the Christian County Public Schools Virtual Learning Academy.

### **Sports:**

Students enrolled in Virtual Learning Academy (VLA) will not be allowed to participate in extracurricular sports in Christian County Public Schools.

### **Graduation/Pictures/ExtraCurricular/CoCurricular Activities:**

- Virtual Learning Academy (VLA) students will be allowed to get school pictures taken at their school and purchase yearbooks (high school)
- VLA graduating students can walk with their class on graduation night
- VLA students will be allowed to attend school ball games with student discount as long as they have their VLA identification (middle/high students)
- VLA middle/elementary students will have a schedule for pictures (fund-raiser)
- VLA will not be able to participate in extracurricular activities (clubs, Beta, etc.) with CCPS schools



- VLA students will not be able to participate in prom/dances unless they are a guest of a student and approved by the school's administrator.

### **Staffing:**

Principal -	Arnelle Wesley
Secretary -	Marie Hughes
School Counselor -	Posting
Attendance/Guidance Clerk -	Posting
Teachers:	Posting

### **Timeline:**

#### **February -**

- VLA plan completed and reviewed by committee for any changes to operations.

#### **March -**

- Board reviews the VLA plan for school year 2021-2022
- VLA teachers can reapply for positions
- VLA students will reapply for SY 2021-2022 through google form
- VLA brochure developed
- VLA video for marketing program

#### **April -**

- Finalize all students' applications and let parents know by April 30, 2021.

#### **May -**

- Staffing complete and teachers notified by May 15, 2021
- ALL VLA current students turn back in their chromebook
- Planning for SY 21-22 with student applications and schedules

#### **August -**

- Orientation, OLR and technology for two days

Clark County

These waiver requests were reviewed and approved at a meeting of my district's Board of Education on:   4/26/17 2021 continuation

\* May 17, 2021  
6:30 p.m. Contingent

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

Christy Fulke Bush  
Print Name of Primary Point of Contact

744-4545 ext 1015

Ashley Ritchie  
May 17, 2022!  
6:30p.m.

Point of Contact Phone and Email  
Christy. Bush @ Clark. Ky schools. us

*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

Details to come after meeting May 17, 2021 <sup>6:30</sup> Board Meeting

### 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

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**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:

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**

**Print Name of Primary Point of Contact**

**Local Board Chair Signature**

**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).*

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## **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.)

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(District-operated alternative program with no definable attendance boundaries designed to remediate academic performance, improve behavior, or provide an enhanced learning experience)

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### **Academy**

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**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:

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## Appendix A - Plan Narrative

We have partnered with Edgenuity to provide an LMS and certified teacher for K-4 students interested in virtual learning next school year. The program utilizes a combination of online and paper-based activities. Students will follow the district

### 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

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Corbin Independent

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: 4/27/2021

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**

Cynthia Davis  
**Print Name of Primary Point of Contact**

  
**Local Board Chair Signature**

606-528-1303 - cynthia.davis@corbin.kysch  
**Point of Contact Phone and Email**

4/27/2021  
**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**

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**4th Grade**

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**5th Grade**

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**6th Grade**

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**7th Grade**

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**8th Grade**

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**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

*see attached*

### 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

## **Waiver Narrative**

For the 2021-22SY, CISD wishes to participate in an *academy structure* for virtual learning in grades K-12. All students shall be enrolled as full-time students in the Corbin Independent School District (assurance #6) and will be assigned a schedule that aligns with the standard day of in-person students (assurance #12). Students may, at times, move from virtual to in-person (or vice-versa) or take assessments in-person as deemed necessary by the schools when extenuating circumstances arise. Virtual-learning students shall be required to maintain the same full-time enrolled student status as in-person learning students. Students participating in an academy structure will be documented as non-transported (assurance #13) and all truancy laws shall be followed by these students and monitored by the DPP weekly (assurance #4). Assigned district personnel will reconcile attendance for each course/period to ensure proper codes are entered for absent students (assurance #3).

### **Grades K-5**

In grades K-5, understanding that in-person learning is optimal for this age group, CISD will only offer virtual instruction for those students who have extenuating circumstances. Depending on the number of students that need to be serviced, students may receive instruction from dedicated virtual teachers and/or a secondary content provider with tracking two times per day, from a certified teacher (assurance #2).

### **Grades 6-12**

CISD wishes to continue virtual learning options for students in grades 6-12 that meet criteria set by the district (assurance #7). Depending on the number of students that need to be serviced, students may receive instruction from dedicated virtual teachers and/or a secondary content provider with tracking from a certified teacher (assurance #2 and 9).

### **Corbin School of Innovation**

Currently, the Corbin Independent School District (CISD) has an A5 school, The Corbin School of Innovation, which offers a variety of blended learning opportunities for students such as KAPPA Homeschool, Aspire, Flex K-12, Even Start, and Treehouse University. The School of Innovation services approximately 200 students in grades K-12 who seek an alternative to traditional school.

### **Staff Deployment**

Currently, CISD is collecting student data to determine the number of students who plan to participate in virtual learning during the 2021-22SY. A district survey will be sent out on April 30 with results due by May 7 (assurance #5). Interested parents/students will be required to complete an application and on-boarding process (assurance #7) to ensure which district program may be the best fit. Students will be linked to content expert teachers who will provide students with one-on-one and small group instruction to supplement the online coursework (assurance #9).

### **Digital Platforms**

Teachers and students will use uniform district-wide strategies and digital platforms, such as Google Classroom LMS in conjunction with the content providers Edgenuity (grades K-4) and Edmentum (grades 5-12). These high-quality instructional resources and curriculum, assured by the annual superintendent assurances regarding the Kentucky Digital Learning Guidelines, will be utilized in addition to district systemic formative assessment processes carried out by the assigned teachers and students (assurance #8). Teachers will frequently engage, contact, and meet with virtual learning students either in-person, by individual digital contact or synchronously to check progress, completion of assignments and evaluate performance. (assurance #9).



**Students with Disabilities**

Students with disabilities that wish to participate in virtual learning will meet with the Director of Special Education for an interview and application process. If the student meets the criteria for virtual learning, the DOSE will create an individualized plan for the student to ensure all special education, related services, and accommodations are met (assurance #10).

**Professional Learning**

CISD utilizes the district Virtual Professional Learning (VPL) team, with membership from each school and the district instructional team to train staff members on the resources and practices for virtual learning.

Additionally, the district provides training for staff members from outside entities as needed (assurance #11).

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Covington Independent

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: April 22, 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

Ken Kippenbrock, DPP  
Print Name of Primary Point of Contact

  
Local Board Chair Signature

859-392-1006 ken.kippenbrock@covington.ky.us  
Point of Contact Phone and Email

April 23, 2021  
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).*

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**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?**

- |  |   |  |  |
|--|---|--|--|
| <input checked="" type="checkbox"/> Kindergarten | <input checked="" type="checkbox"/> 1st Grade | <input checked="" type="checkbox"/> 2nd Grade  | <input checked="" type="checkbox"/> 3rd Grade  |
| <input checked="" type="checkbox"/> 4th Grade    | <input checked="" type="checkbox"/> 5th Grade | <input checked="" type="checkbox"/> 6th Grade  | <input checked="" type="checkbox"/> 7th Grade  |
| <input checked="" type="checkbox"/> 8th Grade    | <input checked="" type="checkbox"/> 9th Grade | <input checked="" type="checkbox"/> 10th Grade | <input checked="" type="checkbox"/> 11th Grade |
| <input checked="" type="checkbox"/> 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.
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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.
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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

Covington Independent School District will use a combination of digitally- based instruction, various web-based programs carefully vetted for each content area and teacher created lessons available on line per Google Classroom. The combination of

### 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

Covington Independent School District will use a combination of digitally- based instruction, various web-based programs carefully vetted for each content area and teacher created lessons available on line per Google Classroom. The combination of several formats are needed to address all the diverse needs of our students and families. All resources provided will be appropriate to each students' grade level and appropriate KAS at their grade level. All information will be communicated to our parents through our multiple communication methods; District-wide mailing, email, Facebook, Class Dojo, district website and individual school websites. The district's ultimate goal will be to continue to increase overall access to internet and continue to provide devices for all of our students. Our ultimate goal will be that our students would be able to receive recorded or real time lessons from their teachers either in person or virtually for portions of their program each day. These lessons would lead to other activities students could complete after lessons from their teachers. Recordings of these lessons would provide students with the ability to relearn topics if needed. Another goal would be for our teachers to provide whole class instruction, which could be in person and streaming live to students at home who may not be at school that day. These are all processes where our district is still in the development stage and will continue to build the infrastructure to improve.

We plan to continue and improve virtual interventions for our most struggling students in 2021-2022. If possible, we would identify our most struggling students in each school and that school would set up small group interventions with those students through programs like Google Meet, Zoom or similar programs. This would allow our teachers to provide real time interventions with our most struggling students. If families allow, we would also ask those students to come to school periodically for progress testing. Another layer we will add are programs which can provide targeted instruction that would focus on specific skills and concepts individual students are struggling with in the classroom as intervention. We will spend the summer researching possible ways this could be implemented in the 2021-2022 school year.

At the elementary level, middle school and high school levels, our students will have access to the Google Classroom learning management system and web based programs. Teachers will create assignments for their students, monitor and give feedback to students as needed.

Digitally based programs and platforms will be limited in order to streamline how many sites students/parents must access. Students in grades Preschool through 3rd grade will have access to a web-based program called Footsteps to Brilliance. This web-based reading program is free to all of our students in grades Preschool through 3rd grade. This program is used on a regular basis in our schools and in our homes. Teachers have students registered in this program and can assign and monitor student progress in this program. Teachers will re-communicate to parents how to access this program on-line and will provide again to parents their child's access code information.

Online classes may also use Odysseyware in grades K-5. Odysseyware is a choice that will allow our teachers to provide prescriptive lessons to our students at their current level. It is a standard aligned program and also has supplemental programs to choose from for our students. Teachers in grades K-5 have customized lessons within this program over the past year to directly align to our district curriculum. Odysseyware also provides intensive intervention for our students with multiple layers of instruction for student to work through to mastery. Our district will be researching more components which have been added recently to the web-based program this summer.

Online classes that are currently using Edgenuity will continue using Edgenuity in grades 6-12. Our district is also currently researching new additions to Edgenuity for elementary school. Edgenuity is a choice that will allow our teachers to provide prescriptive lessons to our students at their current level. It is a standard aligned program and also has supplemental programs to choose from for our students. Edgenuity also provides intensive intervention for our students with multiple layers of instruction for student to work through to mastery. Our district will be researching more components which have been added recently to the web-based program this summer.

Students in grades K-12 will also have access to Lexia. Lexia is a research based online reading intervention and or acceleration program for students. Lexia is a very intuitive program which allows students to progress at a set pace. Teachers can monitor this program electronically and also intervene with students if needed in person or virtually.

Our students in K-12 will also have access to Boardworks online application for all subjects. Topics for each of these online applications will be assigned by individual grade levels according to teacher assignments. Boardworks covers subjects and grade levels Kindergarten through 12<sup>th</sup> grade. This program is interactive and can be manipulated by the teacher so that specific parts of a lesson can be developed to match what the students need to learn. The program contains virtual lessons and work to go with each lesson. This web-based program also allows student interaction with many of its components. As mentioned above, lessons can be developed by each teacher using the applications provided with the program.

Additional programs may also be used to enhance learning opportunities remotely for our students. Our goal as mentioned above, is to provide a limited, consistent combination of the most intuitive web-based programs that meet our students' needs. As we move forward we plan to continue to learn and improve our overall program.

Instructional resources provided for virtual learning will be a continuation of current learning and will follow our districts approved units of study covering the Kentucky Academic Standards. The superintendent has outlined the expectation that work aligns with the current unit of studies and standards. On-going instruction will include academics, as well as special area classes and access to extracurricular activities for students. The district will maintain ongoing review of assignments to ensure quality, quantity, and curriculum alignment.

Working directly with the Director of Special Education, the district will follow and adopt the suggested guidelines from KDE on Non-Traditional Instruction. ARC conference summaries will reflect discussion of virtual learning accommodations as well as staff expectations for meeting the individual needs of students in the event of virtual instruction. This information will be included in ARC Chairperson and staff trainings at the beginning of the school year.

Our district will ensure that students with disabilities have equal access to the same opportunities provided to students without disabilities, including the provision of FAPE. As part of its plan for Non-Traditional Instruction to its students on Non-Traditional Instruction days, Covington Independent Schools assures that, to the greatest extent possible, each student will be provided the special education and related services identified in the student's IEP developed under IDEA. The district further assures that if a student does not receive IEP services, the Admissions and Release Committee (ARC) shall make

an individual determination to decide whether the student requires compensatory education to provide services that were not provided in accordance with the IEP. The ARC may meet by teleconference or other means.

Directed by the district's special education director and school principals, the district's special education teachers will be required to reach out to all students with service plans on a regular basis. They will document contacts with students and parents.

Guidance from KDE will be implemented for each students' PSPs and 504 plans. The district's Title III and 504 coordinators will work with the EL teachers and all general education teachers with students who have 504 plans on how to incorporate those accommodations during virtual instruction.

The district's Gifted and Talented teachers will be required to reach out to all students with service plans on a regular basis (weekly). They will document contacts with students each week. In addition to their regular virtual work, Gifted and Talented teachers will provide additional content and support for their students during virtual learning days. This content will be developed and provided to students based on the needs of their individual service plans.

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Danville Independent Schools

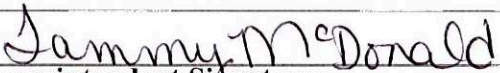
As superintendent of the named school district, I am requesting a waiver under KRS 156.160(2)(a) of Section 1, subsections (1) and (4) of 702 KAR 7:125 promulgated by the Kentucky Board of Education related to Pupil Attendance. The waiver(s) is requested in order to allow for attendance-based virtual 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: 4/19/21

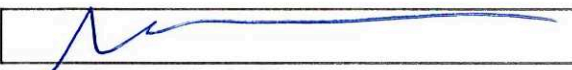
The approval is contained in the board minutes that are available for review at the district's central office. The original copy of this request is also available at the district's central office.

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**

Ron Ballard  
**Print Name of Primary Point of Contact**

  
**Local Board Chair Signature**

Ron.Ballard@Danville.KYSchools.us; 859-2  
**Point of Contact Phone and Email**

4/19/20  
**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**

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**2nd Grade**

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**3rd Grade**

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**4th Grade**

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**5th Grade**

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**6th Grade**

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**7th Grade**

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**8th Grade**

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**9th Grade**

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**10th Grade**

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**11th Grade**

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**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

### 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

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Daviness County Public Schools

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: 04-15-2021

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**

Damon Fleming  
**Print Name of Primary Point of Contact**

  
**Local Board Chair Signature**

270-852-7006  
Damon.Fleming@daviness.kyschools.us  
**Point of Contact Phone and Email**

4-15-2021  
**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:**

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### **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?**

- |  |   |  |  |
|--|---|--|--|
| <input checked="" type="checkbox"/> Kindergarten | <input checked="" type="checkbox"/> 1st Grade | <input checked="" type="checkbox"/> 2nd Grade  | <input checked="" type="checkbox"/> 3rd Grade  |
| <input checked="" type="checkbox"/> 4th Grade    | <input checked="" type="checkbox"/> 5th Grade | <input checked="" type="checkbox"/> 6th Grade  | <input checked="" type="checkbox"/> 7th Grade  |
| <input checked="" type="checkbox"/> 8th Grade    | <input checked="" type="checkbox"/> 9th Grade | <input checked="" type="checkbox"/> 10th Grade | <input checked="" type="checkbox"/> 11th Grade |
| <input checked="" type="checkbox"/> 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:

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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.

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## Appendix A - Plan Narrative

The Daviess County Public Schools will utilize a combination of traditional and project based lessons for ELA, Math, Science, and Social Studies. The Virtual Academy will implement a combination of Google Classroom and Canvas as our

### 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

## Appendix A – Plan Narrative

The Daviess County Public Schools will utilize a combination of traditional and project based lessons for ELA, Math, Science, and Social Studies. The Virtual Academy will implement a combination of Google Classroom and Canvas as our learning management system through the use of student Chromebooks. Staff will utilize synchronous live instruction daily, supplemented with asynchronous project based learning, to work with students in whole group and small group settings. Our staff will collect work through the LMS and store student work samples within Google Drive. Benchmark and exemplar work will be shared among our staff during the PLC time to help guide our instruction and learning expectations. Teachers will use Infinite Campus to document formative and summative assessments.



**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** DAWSON SPRINGS INDEPENDENT

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: APRIL 19, 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

Leonard T. Whelan  
Superintendent Signature

LARRY CAVANAH  
Print Name of Primary Point of Contact

x Vicki Allen  
Local Board Chair Signature

270-797-3811 ext 5  
LARRY.CAVANAH@DAWSONSPRINGS.KYSCHOOLS.KY  
Point of Contact Phone and Email

APRIL 19, 2021  
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:**

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☐

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**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

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2nd Grade

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3rd Grade

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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

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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

See attached document

### 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



## **DSISD Virtual Academy**

Dawson Springs ISD will offer an alternative option to in-person learning where all coursework can be completed through the DSISD Virtual Academy. The virtual opportunity will be made available to students in grades 5-12 who meet the district's guidelines to be enrolled in the program. Learning activities supported by virtual, teacher-led instruction as well as utilizing on-line learning opportunities that are aligned with Kentucky Academic Standards. The Virtual Academy will be an A5 school independent from the A1 schools. Students' individual enrollment will reflect enrollment in the Virtual Academy. Attendance, grades and credits will be posted through the Virtual Academy.

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Edmonson County

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: Pending 5/10/21 approval

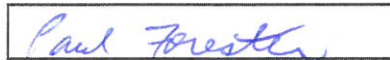
The approval is contained in the board minutes that are available for review at the district's central office. The original copy of this request is also available at the district's central office.

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**

Alan Talley  
**Print Name of Primary Point of Contact**

  
**Local Board Chair Signature**

alan.talley@edmonson.kyschools.us  
**Point of Contact Phone and Email**

(270) 597-2101

4/26/2021

**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?**

- |  |   |  |  |
|--|---|--|--|
| <input checked="" type="checkbox"/> Kindergarten | <input checked="" type="checkbox"/> 1st Grade | <input checked="" type="checkbox"/> 2nd Grade  | <input checked="" type="checkbox"/> 3rd Grade  |
| <input checked="" type="checkbox"/> 4th Grade    | <input checked="" type="checkbox"/> 5th Grade | <input checked="" type="checkbox"/> 6th Grade  | <input checked="" type="checkbox"/> 7th Grade  |
| <input checked="" type="checkbox"/> 8th Grade    | <input checked="" type="checkbox"/> 9th Grade | <input checked="" type="checkbox"/> 10th Grade | <input checked="" type="checkbox"/> 11th Grade |
| <input checked="" type="checkbox"/> 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.
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## Appendix A - Plan Narrative

See attachment.

### 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

## Appendix A – Plan Narrative Attachment

Students participating in our virtual academy in 2021-2022 will work daily on assignments both assigned through Google Classroom and other online learning programs. Students in grades 6 and below will also utilize supplementary programs such as Lexia for Reading, as well as Symphony Math. Grades 7/8 will supplement Google Classroom instruction with Reading/Math IXL. Grades 7 and above will be able to utilize the Edgenuity learning program, which has comparable courses available for all current offerings. Grades 7/8 plan to utilize Edgenuity as an enrichment program, while grades 9-12 use it as the primary source of instruction. Google Classroom assignments will be submitted electronically through Google documents and Google forms, eliminating the need to submit paper/pencil assignments.

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Elizabethtown Independent Schools

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: Monday, April 26, 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

Kelli Bush

**Superintendent Signature**

Jessica Turner

**Print Name of Primary Point of Contact**

Paul Godfrey

**Local Board Chair Signature**

jessica.turner@etown.kyschools.us; 270.765

**Point of Contact Phone and Email**

4/26/21

**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:

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*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).*

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## **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.

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## Appendix A - Plan Narrative

Elizabethtown Independent Schools will offer an "academy" option or "school within a school" model enabling students to be scheduled in a full-time virtual course load while retaining enrollment in their A1 school for the 2021/22 school year. This

### 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

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**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:

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**

**Print Name of Primary Point of Contact**

**Local Board Chair Signature**

**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:**

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**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

We would plan on staffing a program with certified staff facilitating virtual curriculum.

### 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

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Erlanger Elsmere Schools

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: 4/27/2021

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**

Shawn Neace  
**Print Name of Primary Point of Contact**

  
**Local Board Chair Signature**

859-727-2009 shawn.neace@erlanger.kyschd  
**Point of Contact Phone and Email**

4/27/2021

**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.

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### **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?**

- |  |   |  |  |
|--|---|--|--|
| <input checked="" type="checkbox"/> Kindergarten | <input checked="" type="checkbox"/> 1st Grade | <input checked="" type="checkbox"/> 2nd Grade  | <input checked="" type="checkbox"/> 3rd Grade  |
| <input checked="" type="checkbox"/> 4th Grade    | <input checked="" type="checkbox"/> 5th Grade | <input checked="" type="checkbox"/> 6th Grade  | <input checked="" type="checkbox"/> 7th Grade  |
| <input checked="" type="checkbox"/> 8th Grade    | <input checked="" type="checkbox"/> 9th Grade | <input checked="" type="checkbox"/> 10th Grade | <input checked="" type="checkbox"/> 11th Grade |
| <input checked="" type="checkbox"/> 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.
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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.

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## **Appendix A - Plan Narrative**

Please See Attachment

### **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

## **Appendix A - Pupil Attendance Waiver - Erlanger Elsmere Schools**

### **Virtual School, Program, or Academy Information**

#### **Parent Option # 1: Teacher-Led Distance Learning Model**

In this plan students will participate virtually in learning new content/material, interactive lessons, graded assignments, and assessments.

##### **Expectations for the teacher-led option include:**

- Students will attend class virtually, maintaining a modified daily class schedule during traditional school hours.
- Virtual instruction will include daily teacher contact.
- Students will be assigned/loaned a device as needed.
- Participation will be required and monitored daily.
- All instruction for grades 3-12 is 100% online with no paper options.
- Students in these programs will not come to school except by special arrangements (for example, to participate in small groups or to meet with teacher/specialist for academic, social/emotional, and health needs).
- Food services will be available for pickup.
- Students who choose this option are eligible to participate in extracurricular activities as long as they meet the participation, grade, and attendance guidelines.
- Schools will provide transition/orientation activities for students newly-enrolled in an EES school, kindergarten students, 6th grade students, and 9th grade students.

#### **Parent Option # 2: Virtual Academy Learning Model**

In this plan, self-motivated students in grades 7-12 would participate in the learning of new grade/content material through a virtual platform. Students would be self-paced and would have limited interaction with teachers and staff in the schools. Students would have access to a teacher/staff member for support through office hours and email. Students and parents would commit to this plan for at least one semester, and students may choose this plan for the entire year even if public health restrictions are lifted. Enrollment details will be provided in the near future.

##### **Expectations for the virtual academy option include:**

- All instruction is 100% online with no paper options.
- Instruction will be delivered through the Edmentum Plato online platform.
- Students will be assigned/loaned a device as needed.
- A staff member will be assigned to each student to monitor progress.
- A lack of progress may result in reassignment to the teacher-led distance learning model.
- Students are responsible for reaching out to staff when there is a need.
- Participation will be required and monitored daily.
- Students in these programs will not come to school except by special arrangements (for example, to participate in small groups or to meet with teacher/specialist for academic, social/emotional, and health needs).
- Food services will be available for pickup.
- Students who choose this option are eligible to participate in extracurricular activities as long as they meet the participation, grade, and attendance guidelines.
- Schools will provide transition/orientation activities for students newly-enrolled in an EES school and 9th grade students.

## Teacher-Led Distance Model

**Modes of instruction may include but are not limited to:**

<p style="text-align: center;"><b>PreK-2nd Grade</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Attendance will be taken twice daily, one time in the morning and then in the afternoon to determine full or half day attendance.</li> <li><input type="checkbox"/> Teacher - led instruction via online opportunities - Google Classroom, Facebook private groups, Youtube, etc. (Both synchronous and asynchronous opportunities provided daily, as appropriate)</li> <li><input type="checkbox"/> Class Dojo</li> <li><input type="checkbox"/> Small group or 1:1 instruction via Google Meet or face to face following all guidelines given by district for small groups inside school buildings</li> <li><input type="checkbox"/> Paper based assignments as needed for developmentally appropriate needs</li> <li><input type="checkbox"/> Reading and Numeracy focus with integration of other content areas</li> <li><input type="checkbox"/> Weekly progress shared with families</li> </ul>
<p style="text-align: center;"><b>3rd-5th Grade</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Attendance will be taken twice daily, one time in the morning and then in the afternoon to determine full or half day attendance.</li> <li><input type="checkbox"/> Teacher- led instruction will occur on Google Classroom - recorded videos, Google Meets, etc. (Both synchronous and asynchronous opportunities provided daily, as appropriate)</li> <li><input type="checkbox"/> Class Dojo</li> <li><input type="checkbox"/> Small group or 1:1 instruction via Google Meet or face to face following all guidelines given by district for small groups inside school buildings</li> <li><input type="checkbox"/> Reading and Numeracy focus with integration of other content areas</li> <li><input type="checkbox"/> Weekly progress shared with families via Google Classroom Parent Reports</li> </ul>
<p style="text-align: center;"><b>TMS/LMHS/BEC</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Attendance will be taken each period - these courses will not be set up as performance based courses.</li> <li><input type="checkbox"/> Teacher- led instruction will occur on Google Classroom - recorded videos, Google Meets, etc. (Both</li> </ul>

	<p>synchronous and asynchronous opportunities provided daily, as appropriate)</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Small group or 1:1 instruction via Google Meet or face to face following all guidelines given by district for small groups inside school buildings</li> <li><input type="checkbox"/> Teacher Office hours available for small group or 1:1 instruction/remediation</li> <li><input type="checkbox"/> Weekly progress shared with families via Google Classroom Parent Reports</li> </ul>
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### Virtual Academy Learning Model

<b>TMS/LMHS/BEC</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Students will be enrolled in the online learning platform Plato</li> <li><input type="checkbox"/> TMS/LMHS - Will oversee the attendance of their own students whereas Bartlett Educational Center will oversee the attendance of their own students. Attendance will be taken daily during each period by the course assigned primary teacher.</li> <li><input type="checkbox"/> Teachers will be assigned caseload of students to maintain daily contact with students</li> <li><input type="checkbox"/> Goal setting will occur with students to help maintain pace and progress</li> <li><input type="checkbox"/> Lack of progress may result in reassigning to teacher-led instruction</li> </ul>
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#### Further District Assurances:

- Only students whose families have requested to be enrolled in the virtual school, program, or academy are included in this waiver.
- District approved documentation resulting from locally adopted policies for enrollment must be included.
- No student shall be involuntarily placed in the virtual school program solely due to disciplinary reasons.
- Individuals with IEP's must have documentation through their ARC Conference summary and their IEP regarding placement.
- District shall ensure that students have appropriate digital access to fully participate in and access the virtual program.



- Process for students to return to in-person instruction for truancy violations shall be developed and implemented to ensure academic instruction is appropriately occurring for students.

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Estill County

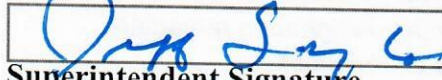
As superintendent of the named school district, I am requesting a waiver under [KRS 156.160\(2\)\(a\)](#) of Section 1, subsections (1) and (4) of [702 KAR 7:125](#) promulgated by the Kentucky Board of Education related to Pupil Attendance. The waiver(s) is requested in order to allow for attendance-based 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: April 15, 2021

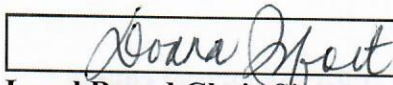
The approval is contained in the board minutes that are available for review at the district's central office. The original copy of this request is also available at the district's central office.

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

Jeff Saylor  
Print Name of Primary Point of Contact

  
Local Board Chair Signature

606-723-2181 jeff.saylor@estill.kyschools.us  
Point of Contact Phone and Email

April 15, 2021  
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?

- |  |   |  |  |
|--|---|--|--|
| <input checked="" type="checkbox"/> Kindergarten | <input checked="" type="checkbox"/> 1st Grade | <input checked="" type="checkbox"/> 2nd Grade  | <input checked="" type="checkbox"/> 3rd Grade  |
| <input checked="" type="checkbox"/> 4th Grade    | <input checked="" type="checkbox"/> 5th Grade | <input checked="" type="checkbox"/> 6th Grade  | <input checked="" type="checkbox"/> 7th Grade  |
| <input checked="" type="checkbox"/> 8th Grade    | <input checked="" type="checkbox"/> 9th Grade | <input checked="" type="checkbox"/> 10th Grade | <input checked="" type="checkbox"/> 11th Grade |
| <input checked="" type="checkbox"/> 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

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Fairview Independent 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: 4/30/2021

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

Jackie Ridsen-Smith

**Superintendent Signature**

Jackie Ridsen-Smith

**Print Name of Primary Point of Contact**

Matt Tackett

**Local Board Chair Signature**

606-324-3877 jackie.ridsen-smith@fairview.

**Point of Contact Phone and Email**

4/30/2021

**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

The Fairview Independent School District is requesting this waiver in consideration of the possibility of offering a virtual attendance option for students during the 21/22 school year due to concerns related to the pandemic and at the request of students and families choosing this option. A thorough application process for virtual attendance will be developed and

### 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

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Fayette County Public Schools

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: April 26, 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**

Steve Hill  
**Print Name of Primary Point of Contact**

  
**Local Board Chair Signature**

859-381-4127, Steve.Hill@fayette.kyschools  
**Point of Contact Phone and Email**

4/30/2021  
**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**

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**2nd Grade**

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**3rd Grade**

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**4th Grade**

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**5th Grade**

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**6th Grade**

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**7th Grade**

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**8th Grade**

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**9th Grade**

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**10th Grade**

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**11th Grade**

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**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.
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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.

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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.
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## Appendix A - Plan Narrative

Fayette County Public Schools, through school board action, established the Virtual Learning Academy (VLA) A5 program. Consistent with the 20-21 school year, K-5 is Students are required to attend daily whole group synchronous or live learning lessons (through Zoom). Kentucky Certified Fayette County teachers take attendance at the beginning of the live session

### 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

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Fleming County Schools

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: April 20, 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

BRIAN K. CREASMAN  
Print Name of Primary Point of Contact

  
Local Board Chair Signature

606 845 5851  
Point of Contact Phone and Email

4/20/2021  
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:

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*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:**

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### **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**

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**3rd Grade**

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**4th Grade**

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**5th Grade**

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**6th Grade**

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**7th Grade**

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**8th Grade**

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**9th Grade**

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**10th Grade**

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**11th Grade**

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**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.
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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

All Fleming County Schools students deserve the right to a free, safe, personalized, and equitable education without barriers and prejudice. All staff is responsible for creating the best learning environment, experiences, and opportunities that will lead to all students becoming college, career, and life ready. The Fleming County Performance Academy is a virtual learning

### 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

All Fleming County Schools students deserve the right to a free, safe, personalized, and equitable education without barriers and prejudice. All staff is responsible for creating the best learning environment, experiences, and opportunities that will lead to all students becoming college, career, and life ready. The Fleming County Performance Academy is a virtual learning environment open to K-12 students who are enrolled in Fleming County School. Students enrolled in FCPA have full access to all resources, certified teachers, services, and extra activities equitable to traditional in-person students. The goal of the Fleming County Performance Academy is to provide a learning option for students who are considered homeschooled, students who want to enter the Next Generation Learning path, students with extenuating circumstances/barriers and students who have proven that they have successfully completed virtual learning in the past. Students in K-4 are required to engage in learning on average four hours per day. Attendance shall be tracked by a certified teacher at least twice daily and must be at least three hours apart for all K-4 students. The Fleming County Performance Academy will implement synchronous (real-time or live) strategies in a digital platform for two-way teacher and student verbal and visual interactions. Additionally, FCPA will utilize a digital platform that will monitor student progress, interactions, and engagement with the teacher and classmates for the review of the student work and completion of assignments, for real-time, on-demand (asynchronous) interactions. Frequent live and regularly scheduled contact is a requirement.

Link for waiver:

<https://education.ky.gov/school/diglrn/Pages/Kentucky-Virtual-Course-Providers.aspx>

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**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:

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**

**Print Name of Primary Point of Contact**

**Local Board Chair Signature**

**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

The Floyd County School District will introduce the Floyd County Learning Program during the 2021-22 School Year. The Program will service students in grades K-12 that reside within Floyd County or in a neighboring district that Floyd County has a reciprocal agreement. The Virtual Program will be limited to the first 500 students that meet the above criteria as well as other

### 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

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Franklin County

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: May 3rd 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**

Dr. Jim Masters  
**Print Name of Primary Point of Contact**

  
**Local Board Chair Signature**

502-695-6700 jim.masters@franklin.kyschools.org  
**Point of Contact Phone and Email**

4/22/21  
**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?**

- |  |   |   |   |
|--|---|---|---|
| <input checked="" type="checkbox"/> Kindergarten | <input checked="" type="checkbox"/> 1st Grade | <input checked="" type="checkbox"/> 2nd Grade | <input checked="" type="checkbox"/> 3rd Grade |
| <input checked="" type="checkbox"/> 4th Grade    | <input type="checkbox"/> 5th Grade            | <input type="checkbox"/> 6th Grade            | <input type="checkbox"/> 7th Grade            |
| <input type="checkbox"/> 8th Grade               | <input type="checkbox"/> 9th Grade            | <input type="checkbox"/> 10th Grade           | <input type="checkbox"/> 11th Grade           |
| <input type="checkbox"/> 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.
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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.
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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.

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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

The purpose is simply to provide a learning pathway for students whose learning needs best fit a virtual learning environment. The FCS Virtual Learning Academy learning pathway was born out of response to the needs of the pandemic. During most of the 20-21 school year, students participated in a virtual learning environment. During the 2021-2022 school year and

### 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



## **Appendix A - Plan Narrative**

The purpose is simply to provide a learning pathway for students whose learning needs best fit a virtual learning environment.

The FCS Virtual Learning Academy learning pathway was born out of response to the needs of the pandemic. During most of the 20-21 school year, students participated in a virtual learning environment. During the 2021-2022 school year and beyond, we will continue to offer a virtual learning option for our students and families; however, the purpose and format of this new VLA model will look significantly different than it did during the 20-21 school year.

During the 20-21 school year, students participated in regularly scheduled synchronous (live) instruction from a classroom teacher that was part of the school in which the student was enrolled. The standard learning platform during the 20-21 school year was Google Classroom and teachers would assign asynchronous (not live) homework, assessments and other activities. Students were expected to submit completed work in Google Classroom and grades were posted in Google Classroom and Infinite Campus. Communication between student and teacher took place through email, phone, Google Meet and/or message within the assignment page of Google Classroom.

For 2021-22 and beyond, The FCS Virtual Learning Academy will be a digital platform computer-based learning model which will be supplemented with teacher created learning activities and assessments. A platform is a computer-based program that provides access to videos, tutorials, explanations, and practice activities for each course/class the student is enrolled in. The student will complete all required platform work and any supplemental work that is assigned within the deadlines and timeframes. In addition to the self-guided platform work, the student will have periodic required scheduled synchronous (live) sessions with a teacher to provide additional small group and/or one-on-one instruction, guidance, career readiness learning activities, reteaching, interventions, and special services. Tutoring and office hours with a live teacher will also be available on a limited basis. 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.

For K-5, students will be able to access learning through Google Classroom. Within Google Classroom, digital learning activities will be supported by Calvert Learning (Edmentum). Calvert Learning is a project-based digital curriculum which covers the required Kentucky Academic Standards. Students will also be engaged with teacher created and led learning activities. Guardians of students will also be provided what is to be learned each week and provided at home activities to support their K-5 learner. Guardians will also have access to Google Classroom and Calvert Learning in order to ensure they can monitor their learner's progress.



For 6-12, students will access their learning through Edmentum, APEX learning and Google Classroom. APEX learning is a digital learning platform which will house computer-based and teacher created learning activities and assessments. Google Classroom and Google Meet will be used for small group and/or one-on-one instruction, guidance, career readiness learning activities, reteaching, interventions, and special services.

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Fulton Independent

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: April 20, 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**

DeAnna Miller

**Print Name of Primary Point of Contact**

  
**Local Board Chair Signature**

270-472-1553 deanna.miller@fultonind.kysc

**Point of Contact Phone and Email**

April 20, 2021

**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:**

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**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)

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**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.)

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**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)

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**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?**

☒

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☒

1st Grade

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2nd Grade

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3rd Grade

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4th Grade

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5th Grade

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8th Grade

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9th Grade

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10th Grade

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11th Grade

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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.
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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.
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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.
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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

Bulldog Virtual Academy would be considered a "school within a school" model enabling students to be scheduled in a full-time virtual course load while retaining enrollment at Fulton Independent. Students participating in BVA would

### 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



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**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.)

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

- |  |   |  |  |
|--|---|--|--|
| <input checked="" type="checkbox"/> Kindergarten | <input checked="" type="checkbox"/> 1st Grade | <input checked="" type="checkbox"/> 2nd Grade  | <input checked="" type="checkbox"/> 3rd Grade  |
| <input checked="" type="checkbox"/> 4th Grade    | <input checked="" type="checkbox"/> 5th Grade | <input checked="" type="checkbox"/> 6th Grade  | <input checked="" type="checkbox"/> 7th Grade  |
| <input checked="" type="checkbox"/> 8th Grade    | <input checked="" type="checkbox"/> 9th Grade | <input checked="" type="checkbox"/> 10th Grade | <input checked="" type="checkbox"/> 11th Grade |
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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

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## Appendix A - Plan Narrative

• ATTACHED

### Duration

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Commissioner of Education or Designee  
Kentucky Department of Education

Date

# WAIVER OF KENTUCKY ADMINISTRATIVE REGULATION

## PLAN NARRATIVE

### Garrard County School District

#### *Garrard County Learning Academy (GCLA)*

Garrard County Schools will be providing the Garrard County Learning Academy (GCLA) to all students. This program will be run out of each of the five schools in our district currently. It will be an extension of the school. All students will have an academic platform that they will follow from their own location. All GCLA students will have the ability to participate in any school activities, groups, or functions that are currently being used at the school level. School work will be completed through the program that the district chooses to use. At this time, we have been in meetings with different vendors trying to decide which platform will best suit our students' needs. Also, depending on the number of students that we enroll in the GCLA, we will determine how many teachers will need to be specifically placed there. Our continued goal is to provide each GCLA student with the same high quality education and opportunities that the students are receiving in our school buildings.





# GARRARD COUNTY LEARNING ACADEMY



## STUDENT/PARENT CONTRACT

*Welcome to the Garrard County Learning Academy! We are excited you are interested in learning with us! To be a part of Garrard County Learning Academy, each student and parent will need to agree to the following terms and conditions.*

I, \_\_\_\_\_, agree to the following terms and conditions for the Garrard County Learning Academy:

### TRAITS/CHARACTERISTICS OF A SUCCESSFUL GCLA STUDENT:

I agree to:

- Exhibit self-directed learning skills and the ability to work independently.
- Commit daily class work each day of the week.
- Be willing to reach out to teachers if problems arise.
- Accept critical thinking and decision making as part of the learning process.
- Establish a good study environment
- Have effective time-management skills
- Possess basic technology skills
- Have continuous access to a computer and Internet service.
- Feel that high quality learning can take place without going to a traditional classroom.
- Participate in all state assessments.
- Make adequate progress towards completion of courses.

### TECHNOLOGY REQUIREMENTS:

I agree to have a:

- dedicated work space at my house
- proper and working internet connection
- scanner or mobile device to capture images of assignments for uploading
- headphone, microphone, and webcam to participate in live classes and online discussions
- Student supplies (list distributed by each teacher)
- Printer (recommended)

### **ATTENDANCE REQUIREMENTS: ELEMENTARY**

In addition to weekly coursework, student attendance will be obtained upon successful completion of the course. Students will have the opportunity to meet with a teacher during the week via a virtual avenue for additional support. Please be sure to connect with your teacher on any needs that may arise.

### **ATTENDANCE REQUIREMENTS: MIDDLE AND HIGH SCHOOL**

In addition to weekly coursework, student attendance will be obtained upon successful completion of the course. Students will have the ability to meet virtually with a teacher at least one time each week for additional support. Please be sure to connect with your teacher on any needs that may arise.

### **CONCLUSION:**

I understand that if any of the above terms and conditions are broken, I will be subject to a face to face meeting with the administrator or teacher of the GCLA. I also understand that the second breach of this agreement could result in immediate removal from the GCLA.

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STUDENT SIGNATURE

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DATE

---

PARENT/GUARDIAN SIGNATURE

---

DATE



**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**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.

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**Superintendent Signature**

**Print Name of Primary Point of Contact**

**Local Board Chair Signature**

**Point of Contact Phone and Email**

**Today's Date**

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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

Teachers will implement the adopted curriculum developed by a trusted on-line content provider. GIS will provide a certified teacher, following the staffing ratio formulas, to monitor progress and provide instruction and support. Students will

### 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



**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**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:

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**

**Print Name of Primary Point of Contact**

**Local Board Chair Signature**

**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

The Graves County School district will use a combination of synchronous and asynchronous approaches to instruction. Instructional lessons will be designed and delivered by certified staff member as well as student programming based on

### 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

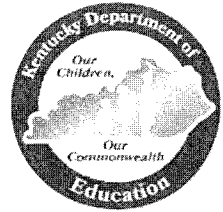
Pursuant to KRS 156.160(2)(c), this MOU shall be subject to termination upon a determination by the Kentucky Board of Education that the school district has subsequently failed to meet the intent of the waiver and assurances contained herein. The parties agree that such a determination by the Kentucky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

Commissioner of Education or Designee  
Kentucky Department of Education

Date



**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Grayson County

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: April 15, 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**

Carla Purcell  
**Print Name of Primary Point of Contact**

  
**Local Board Chair Signature**

2702594011 carla.purcell@grayson.kyschools.net  
**Point of Contact Phone and Email**

April 15, 2021  
**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

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1st Grade

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2nd Grade

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3rd Grade

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4th Grade

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5th Grade

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6th Grade

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7th Grade

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8th Grade

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9th Grade

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10th Grade

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11th Grade

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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.
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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.

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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

Elementary students (K-5) participating in the Cougar Academy in 2021-2022 will be assigned to a district-wide Cougar Academy teacher and will participate in synchronous learning daily that may include whole group, small group, and/or

### 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





**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Green 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: April 28, 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**

Donna Patterson  
**Print Name of Primary Point of Contact**

  
**Local Board Chair Signature**

270-932-6601 donna.patterson@green.kysc  
**Point of Contact Phone and Email**

April 28, 2021  
**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**

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**7th Grade**

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**8th Grade**

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**9th Grade**

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**10th Grade**

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**11th Grade**

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**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.
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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

Application of Waiver of KY Administrative Regulation  
Plan Narrative for Green County Schools

### 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

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**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:

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**

**Print Name of Primary Point of Contact**

**Local Board Chair Signature**

**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**

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**1st Grade**

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**2nd Grade**

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**3rd Grade**

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**4th Grade**

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**5th Grade**

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**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.
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## Appendix A - Plan Narrative

The GCSD has established enrollment criteria to determine if applicants are the right fit for the virtual learning academy. Students and parents will be required to attend an in person orientation process where they meet their assigned virtual teacher, take their universal screeners, receive their district issued Chromebook, present their proof of reliable internet service and pick

### 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.

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Commissioner of Education or Designee  
Kentucky Department of Education

Date

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** HARLAN COUNTY

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: APRIL 27, 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.

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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

BRETT W JOHNSON

Print Name of Primary Point of Contact

  
Local Board Chair Signature

(606) 573-4330 brett.johnson@harlan.kysch

Point of Contact Phone and Email

4-29-21  
Today's Date

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## Appendix A - Plan Narrative

SEE ATTACHMENT

### 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

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Commissioner of Education or Designee  
Kentucky Department of Education

Date

## HARLAN COUNTY VIRTUAL LEARNING ACADEMY

Students are enrolled free of charge and complete all work online. Credits earned/courses completed will go toward earning an accredited diploma. Parents with student health concerns due to COVID-19 may choose a completely online option. This option is different from NTI (non-traditional instruction) AND/OR homeschool. Instruction will be delivered through a full-time remote learning platform, which will be monitored for successful completion of coursework by HCPS staff. Internet availability is required. Devices may be “checked out” if there is not one available in the home

### **Benefits of Choosing the Harlan County Virtual Learning Academy:**

1. Flexible learning programs based on mastery learning in performance as opposed to seat time in the traditional setting (Performance based coursework is permitted in Kentucky of under KAR 003:305)
2. Individualized to the learner’s goals and needs
3. Academic supports for all virtual students
4. The virtual learner is a student in the Harlan County School District and may participate in extracurricular, athletic, social and academic opportunities
5. Breakfast and lunch is available at designated pick up sites

Edgenuity will be our primary remote learning platform. The online curriculum is aligned with State Standards and provides engaging curriculum, research-based assessments for learning, and quality educational services designed for each student in any learning environment. HCPS Virtual Learning Academy students can work toward an Accredited Diploma and also earn KEES Money. All lessons are completed online and offer teacher support through the virtual platform. A Harlan County teacher will be assigned to support students while learning occurs at home. Students will also have access to:

- VIRTUAL INSTRUCTORS: Virtual Instructors will always be in communication with students via e-mail, phone, and web conferencing to reteach difficult concepts and ensure students are on track for success
- CONCEPT COACHES: Concept Coaches will assist and support students with study skills and concepts in the core subject areas six days a week through chats, phone, and email.
- SUCCESS COACHES: Success Coaches develop and maintain relationships with school/district virtual program mentors, providing support and guidance regarding student success and academic achievement

In order to enroll and remain in the Harlan County Virtual Learning Academy, students must:

1. Have access to the internet;
2. Log-in and participate for the duration of the school day;
3. Maintain regularly scheduled communication with assigned personnel;
4. Submit assignments and take exams on the schedule designated by their instructor;

5. Attend remediation sessions (if requested)/complete remediation lessons when academic expectations are not met;
6. Comply with on-site testing requirements for district and state testing such as annual KY testing, ACT, etc.

In order for a student to enroll and remain in the Harlan County Virtual Learning Academy, families must:

1. Ensure children have access to the internet;
  2. Be able to support their student(s) with login issues (be aware of how to log in and keep student login information handy);
  3. Know how to contact the designated instructor with questions;
  4. Attend any requested meetings/trainings regarding the online platform used by their students;
  5. Attend any requested meetings and stay in contact with the school district/assigned teacher regarding the progress of their child(ren) and any updates or changes to the virtual academy option;
  6. Create a realistic schedule and set up an adequate workspace for school work to take place;
  7. Comply with on-site testing requirements for district and state testing such as annual KY testing, the ACT, and district benchmark testing (if requested)
- Students may enroll in the virtual academy prior to the beginning of the term.
  - Dates will be determined and posted prior to August 1st.
  - Parents who wish to change their child's placement (traditional vs virtual or virtual vs traditional), may do so by notifying the child's school before the end of the first week of each term
  - Placement changes will begin on Tuesday September 8th.
  - After the grace period, virtual placement must be maintained for the entire term.
  - Parents may choose to re-enroll their child in traditional learning (in school setting) at the end of the term.

\*\*\*If additional needs arise after the "grace" period, please contact your child(ren)'s principal.

Why must my child stay enrolled in the virtual learning academy through the end of the term?

- Staff Allocations: Requiring students to remain enrolled in the virtual academy for an entire term allows the district to effectively allocate the number of staff needed for virtual instruction and traditional instruction.
- Grade Level Progression: Due to curriculum pacing guides, requiring the students to remain in the virtual academy for term will help the student make adequate progress before potentially moving back to a traditional in school learning setting.

- Transition Time: The term end provides a natural pause for instruction. The transition offers the opportunity for the district to plan for adjustments in the number of students enrolled in virtual and face-to-face instruction. It will also provide time for students and parents to plan for the transition to a new educational setting.
- Consistency: Having a consistent schedule, whether virtual or face-to-face is important for students' mental health and well-being.

**Additional Supports:**

- IEP's and 504 plans will be implemented by qualified personnel. Related IEP services will be delivered via video conferencing (Zoom, Google Meets, etc.) and/or a blended services model.
- Students will be assigned a teacher/facilitator. The teacher/facilitator assists with questions, tutoring and other needs that may arise.
- Students enrolled in the Harlan County Virtual Learning Academy may access the school counselor, gifted/talented services, mental health provider, school nurse, Family Resource/Youth Service Center, and other support programs.

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Harlan Independent

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: 05/20/2021 Pending Approval

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**

Emily Clem  
**Print Name of Primary Point of Contact**

**Local Board Chair Signature**

606-574-3476 emily.clem@harlanind.kysch  
**Point of Contact Phone and Email**

4/26/2021  
**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

The Harlan Independent School District will establish a Virtual Academy for our K-12 students for the 2021-22 school year. HISD Virtual Academy was born out of the needs of the pandemic; however, the purpose and format of this new virtual academy will look significantly different than it did during the 2020-21 school year.

### 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

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Harrison County

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: April 27, 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

*Harry E. Bennett*  
**Superintendent Signature**

Robert Switzer  
**Print Name of Primary Point of Contact**

*Kristy Carey*  
**Local Board Chair Signature**

robert.switzer@harrison.kyschools.us  
**Point of Contact Phone and Email**

4/27/2021

**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*



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.
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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

## Appendix A - Plan Narrative

Descriptions of Digital Platforms

### 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

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Hart County Schools

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: Conditional on 5-20-21 board

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

Daniel Hawkins, DPP

Print Name of Primary Point of Contact

  
Local Board Chair Signature

270-524-2631 ext. 2011 daniel.hawkins@har

Point of Contact Phone and Email

04/30/21

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).*

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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?**

- |  |   |  |  |
|--|---|--|--|
| <input checked="" type="checkbox"/> Kindergarten | <input checked="" type="checkbox"/> 1st Grade | <input checked="" type="checkbox"/> 2nd Grade  | <input checked="" type="checkbox"/> 3rd Grade  |
| <input checked="" type="checkbox"/> 4th Grade    | <input checked="" type="checkbox"/> 5th Grade | <input checked="" type="checkbox"/> 6th Grade  | <input checked="" type="checkbox"/> 7th Grade  |
| <input checked="" type="checkbox"/> 8th Grade    | <input checked="" type="checkbox"/> 9th Grade | <input checked="" type="checkbox"/> 10th Grade | <input checked="" type="checkbox"/> 11th Grade |
| <input checked="" type="checkbox"/> 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.
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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.
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13. District shall document all fully virtual students as non-transported for transportation funding purposes.
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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

<https://docs.google.com/document/d/1p-pXwFVwxKtZ4pMSzOcyYmsKKalkpttZuo9X6DgIkqU/edit>  
(Also attached)

### 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

**21-22 Virtual Academy Conditional draft / Will be revised and approved at the 5/20/21 board meeting**

**Hart County Virtual Academy** will utilize Google Classroom (and other web-based platforms) to deliver daily instruction for each grade level. All students will need access to a reliable device and internet service. It is the student/parent responsibility to communicate with the school if they need assistance with either of these requirements. The device needs to have microphone and camera capabilities. All of our buildings are hot spots. If you need internet service, you may pull up to any of our buildings and gain access at any time. Students must abide by the Acceptable Use of Technology Policy (AUP) and the Chromebook Learning Procedures (CLP) for those using a school's device.

**Plans to consider:** We are discussing the parameters which will be required to be a virtual student. Right now we are thinking we would need a medical statement stating why the student may not attend school and wear a mask (if the mask mandate is still in effect). Before our 5/20/21 board meeting we will have a more detailed guidance on how students may be admitted into virtual as well as attendance guidelines. Also, if the student is not completing work timely, that student would have to continue the year as an in-person student.

**Students are responsible** and expected to log in daily and complete their assignments in a timely manner. Students failing to turn in work will receive a phone call from their Virtual Teacher who will provide any assistance that may be needed. The district will follow board policy and truancy guidelines for students who habitually fail to complete their work. For grades K-2, a face-to-face meeting between student and teacher(s) (via Google Meet, Facetime, Skype, etc) will be required. This time will be used to determine progress toward mastery of foundational skills. When students are participating in Google Meets or any other face-to-face virtual platforms: Students' use of the camera feature is recommended. Students will be asked to keep their microphones on mute unless they have a question or are responding to the teacher or classmate. (This is for group sessions only). Students must be dressed appropriately. Students should use professional and polite language. Students should attempt to keep all background noise and distractions to a minimum.

**Virtual teachers will communicate regularly** with their students through a variety of means including Google Classroom, email, Google Meets, and phone calls to both student and parent/guardian. Each virtual teacher will have set 'office hours' per day (posted times) in which a student or parent may call with questions or concerns. Teachers should respond within 24 hours. Learning at home does not mean that all of the content must be online. The teacher may send home items for the student to do such as authentic tasks, reading a book, conducting an experiment, etc. Teachers will work with students and their families to ensure they have materials to complete each assignment or provide an alternate assignment. Virtual teachers are expected to provide feedback on assignments to students in a timely manner and contact parents with any concerns they may have regarding student's progress and/or grade. Virtual teachers will speak directly to a parent, guardian, or care giver at least once a week. The virtual teacher will also share student progress data with the regular classroom teacher. Virtual

teachers may choose to give students tests online using Google Forms or other online platforms. Teachers will take into consideration that virtual students will have resources available to them during a test, and will create tests and quizzes with that in mind.

**If there are technical difficulties during an assessment**, please take a screenshot of the problem (make sure you know how to do this on your particular computer before starting) so you can notify the teacher immediately. All students in grades K-8 are encouraged to take the RAPID Reading and STAR Math assessments. These assessments can be administered at each school. Your teacher will contact you to set up appointments to complete these screener assessments. Due to federal guidelines these assessments must be taken in-person. Assessment results and plan for intervention and/or enrichment will be shared within two weeks after taking assessment(s) with parents/guardians.

**Special needs students** will be provided appropriate accommodations and modifications. All stakeholders will work together to determine those individual needs. If the student has an IEP, there will be a Special Education teacher who will provide their specially-designed instruction virtually. For students who have been identified as gifted and may need more challenging/diverse assignments, one of our Gifted Teachers will contact you to make appropriate modifications to their virtual program. Students who are part of the Virtual Program will still be eligible for food services. You may pick up your child's breakfast and/or lunch at assigned times (a schedule of times and directions on food pick-up will be available before the first day of school).

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**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:

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**

**Print Name of Primary Point of Contact**

**Local Board Chair Signature**

**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

Henderson County Schools  
Virtual Learning Academy (Grades K-12)

### 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

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**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.

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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**

**Print Name of Primary Point of Contact**

**Local Board Chair Signature**

**Point of Contact Phone and Email**

**Today's Date**

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## **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**



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**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**

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## Appendix A - Plan Narrative

~~\*\*\*Initial plan designed discussed with Henry County Board of Education in April. David Cook granted permission to send plan as draft until formal approval at the May 2021 Board of Education Meeting. Our overall plan for 4-5, should a virtual opportunity or plan be needed, will operate much like our 2020-2021 virtual instructional plan. Students will be enrolled at~~

### Duration

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### Termination

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Commissioner of Education or Designee  
Kentucky Department of Education

Date

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** HICKMAN COUNTY

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.

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**Superintendent Signature**

PERRY COLLINS  
**Print Name of Primary Point of Contact**

  
**Local Board Chair Signature**

perry.collins@hickman.kyschools.us 270-65  
**Point of Contact Phone and Email**

04/26/2021  
**Today's Date**

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(District-operated alternative program with no definable attendance boundaries designed to remediate academic performance, improve behavior, or provide an enhanced learning experience)

☒ **Academy**

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

- |  |   |  |  |
|--|---|--|--|
| <input checked="" type="checkbox"/> Kindergarten | <input checked="" type="checkbox"/> 1st Grade | <input checked="" type="checkbox"/> 2nd Grade  | <input checked="" type="checkbox"/> 3rd Grade  |
| <input checked="" type="checkbox"/> 4th Grade    | <input checked="" type="checkbox"/> 5th Grade | <input checked="" type="checkbox"/> 6th Grade  | <input checked="" type="checkbox"/> 7th Grade  |
| <input checked="" type="checkbox"/> 8th Grade    | <input checked="" type="checkbox"/> 9th Grade | <input checked="" type="checkbox"/> 10th Grade | <input checked="" type="checkbox"/> 11th Grade |
| <input checked="" type="checkbox"/> 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

The Hickman County School District requests 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

### 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

**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Hopkins

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: April 19, 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

[Signature]  
Superintendent Signature

Amy Smith & April Devine  
Print Name of Primary Point of Contact

[Signature]  
Local Board Chair Signature

amy.smith@hopkins.kyschools.us (270)  
april.devine@hopkins.kyschools.us 825-6000  
Point of Contact Phone and Email

April 21, 2021  
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**

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**2nd Grade**

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**3rd Grade**

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**4th Grade**

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**5th Grade**

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**6th Grade**

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**7th Grade**

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**8th Grade**

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**9th Grade**

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**10th Grade**

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**11th Grade**

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**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

The Hopkins County Schools Virtual Learning Academy or Program will consist of virtual learning provided through a variety of instructional methods including electronic curriculum designed for self-paced study/learning (asynchronous) and

### 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

## Pupil Attendance Form—Appendix A—Plan Narrative

The Hopkins County Schools Virtual Learning Academy or Program will consist of virtual learning provided through a variety of instructional methods including electronic curriculum designed for self-paced study/learning (asynchronous) and live web-conferencing through online teaching/learning/tutoring (synchronous) using various learning management systems.

### Instructional Delivery:

Students enrolled in the Hopkins County Schools Virtual Learning Academy or Program will be expected to log in to Google Classroom each day to receive daily instructions from the teacher. Daily instruction may include lessons from Odysseyware and/or Study Island (etc.) supplemented by other online resources and/or online districtwide curriculum/textbooks.

### Digital Platforms:

**\*\*Odysseyware** provides many courses with lessons and assignments aligned to state standards for core classes and many elective courses.

**\*\*Study Island** consists of lessons and assignments aligned to state standards for many core subjects and elective areas.

**\*\*Various online resources** will be used to supplement lessons just as a traditional classroom teacher uses multiple resources to teach skills and concepts.

**\*\*The district** is currently researching new curriculum for each grade span. Any purchased curriculum would include access to online textbooks and resources for virtual teachers/students to use.

### Staff Deployment:

Certified staff will be assigned to teach virtual courses based on the number of students selecting the virtual academy or program. Teachers will be expected to provide live instructional sessions, instructional videos, small group assignments, and opportunities for conferences with individual students. Online interactions between teachers and students may include Zoom sessions, Google Hangouts, and/or other appropriate virtual conferencing tools. Teachers will be also be responsible for contacting parents/guardians/students, monitoring student attendance, participation, and grades, and providing career/college advising/counseling opportunities for students.

### Collection of Work/Evidence of Outcomes:

Teachers will record student attendance and grades in Infinite Campus. Attendance and Gradebook usage reports can be run from the school and district levels for monitoring purposes. Google Classroom will store any uploaded student work, and teachers will be able to run reports from the various online providers/resources to monitor student progress and measure student success.



**Application of Waiver of  
Kentucky Administrative Regulation  
Kentucky Board of Education**



**School District:** Jackson County Public Schools

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: 04-20-2021

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**

Mike Smith & Rhonda Thompson  
**Print Name of Primary Point of Contact**

**Local Board Chair Signature**

606-287-7181 mike.smith@jackson.kyschool  
**Point of Contact Phone and Email**

04-30-2021  
**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**

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**2nd Grade**

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**3rd Grade**

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**4th Grade**

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**5th Grade**

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**6th Grade**

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**7th Grade**

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**8th Grade**

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**9th Grade**

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**10th Grade**

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**11th Grade**

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

Jackson County Public Schools' Virtual Learning Academy will allow students to participate in a virtual learning environment, utilizing the Google Classroom Program. The instruction will be supplemented with digital programming including ALEKS, iC-EXCEL, Reading Plus, iReady, and APEX. Teachers will provide instruction using a synchronous

### 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