

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



**School District:** Jackson 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: 04/27/2021

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

Brenda Tincher  
Print Name of Primary Point of Contact

✓   
Local Board Chair Signature

(606)666-4979 EXT. 2104 [brenda.tincher@jisd.net](mailto:brenda.tincher@jisd.net)  
Point of Contact Phone and Email

04/27/2021  
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](#))**

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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?**

☒

**Kindergarten**

☒

**1st Grade**

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**2nd Grade**

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**3rd 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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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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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 Jackson Independent Board of Education established the Jackson Independent Virtual Academy in 2021 to service high school students who were at-risk of failing. Jackson Independent developed stringent criteria for entering and exiting 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  
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**School District:** Jessamine County

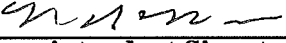
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**Superintendent Signature**

Matt Moore  
**Print Name of Primary Point of Contact**

  
**Local Board Chair Signature**

Daniel Sandlin  
**Point of Contact Phone and Email**

4/28/2021  
**Today's Date**

*daniel.sandlin@jessamine.kyschools.us*

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- |  |   |                                     |   |
|--|---|-------------------------------------|---|
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| <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           |
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## Appendix A - Plan Narrative

See Attached Document

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**Print Name of Primary Point of Contact**

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**Point of Contact Phone and Email**

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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.
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

Johnson County Schools, through school board action during a future meeting, will establish the Virtual Learning Academy. ~~This academy will operate as a school within a school with students remaining enrolled in their home school. Consistent with~~

### 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**

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**4th Grade**

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**5th Grade**

☐

**6th Grade**

☐

**7th Grade**

☐

**8th Grade**

☐

**9th Grade**

☐

**10th Grade**

☐

**11th Grade**

☐

**12th Grade**

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



and collection of evidence of work and outcomes.

## District Assurances

The district assures that:

1. Performance-Based virtual students included in the exception set forth at 702 KAR 7:125(1)(4)(g) shall not be covered by this waiver. The district shall continue to count Performance-Based virtual students in pupil attendance subject to all provisions of 702 KAR 7:125.
2. Attendance shall be tracked by a certified teacher at a course level for virtual middle and high school students covered by this waiver. Each course shall have attendance stored in the student information system attendance tables following KDE guidance. Attendance shall be tracked by a certified teacher at least two times each school day for fully virtual elementary school students with checks three hours apart. Each course shall have attendance stored in the student information system attendance tables following KDE guidance. These courses shall not be set up as virtual/performance-based courses.
3. Attendance clerks or other assigned district personnel shall reconcile attendance for each course/period to ensure proper codes are entered for absent students. Attendance events shall continue to be entered at the office level (i.e. Dr. Excuses/parent excuses). District understands and agrees that attendance information provided shall be subject to audit by KDE.
4. All truancy laws shall be followed for virtual students. District shall develop and implement policies to address virtual attendance absences, including the attendance status of students with an internet outage and the process to return students to in-person instruction for truancy violations, in addition to legal action which may be required by KRS 159.150, 159.180, and other applicable truancy laws.
5. Only students whose families have requested to be enrolled in the virtual school, program, or academy are included under this waiver, accompanied by school and district approved documentation resulting from locally adopted policies for enrollment. No student shall be involuntarily placed in the virtual school, program, or academy. No student shall be placed in the virtual school, program, or academy solely due to disciplinary reasons. The Admissions and Release Committee (ARC) of any student with an Individual Education Program (IEP) pursuant to the Individuals with Disabilities Education Act (IDEA) shall document the students enrollment in the virtual school, program, or academy in the ARC Conference Summary.
6. All students shall be full-time enrolled in the virtual school, program, or academy.
7. Only students with determined appropriate digital access and support beyond the school campus shall be candidates for enrollment in the virtual school, program, or academy. The district shall establish and implement an application and on-boarding process to ensure students and families understand the expectations for full-time enrollment in a virtual school, program, or academy and a determination of candidacy. The district shall ensure all students enrolled in virtual school, program, or academy have appropriate digital access to fully participate in and access the virtual program.
8. The virtual school, program, or academy shall have teachers and other staff assigned to support and provide instruction aligned to the grade-level expectations established in the *Kentucky Academic Standards (KAS)*, including the selection, vetting, and usage of high-quality instructional resources aligned to the *KAS* and grade-level appropriate work. The use of standards-aligned high-quality instructional resources and curriculum is also assured via the annual

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

9. The virtual school, program, or academy shall implement synchronous (real-time or live) strategies and digital platforms for two-way student to teacher visual and verbal interactions. Additionally the virtual school, program, or academy shall utilize a learning management system (LMS) or other digital platforms that allows teachers to monitor student's progress, interactions and engagement with the teacher and other students online for the review of student work and completion of assignments in both real-time and on-demand (asynchronous interactions). District understands and that frequent live, regularly-scheduled contact with a Kentucky certified teacher is suggested to produce more effective results and assures that the virtual school, program, or academy implemented pursuant to waivers contained herein will prioritize frequent live, regularly-scheduled contact with a Kentucky certified teacher.
10. The district shall fully comply with the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act, and all applicable laws and regulations for the education of students with disabilities. District shall fully implement accommodations and Individual Education Programs (IEP) for students with disabilities enrolled in a virtual school, program, or academy. District shall ensure that all Section 504 Teams and Admissions and Release Committees (ARC) were involved in determining how all special education, related services, and accommodations will be implemented for students with disabilities in the virtual setting.
11. The district shall ensure a system of high-quality professional learning on the high-quality instructional resources and on evidence-based instructional practices for virtual learning.
12. Fully virtual students shall be assigned a schedule that aligns with the standard day of in-person students. Virtual student schedules shall adhere to the standard day and hour requirements set forth at KRS 158.070.
13. District shall document all fully virtual students as non-transported for transportation funding purposes.
14. District understands that meals provided to students in a non-congregate setting for school year 2021-2022 are not eligible to receive reimbursement from the United States Department of Agriculture under the USDA School Meal Programs, absent approved USDA waivers. District shall review and consider how this may impact students enrolled in a virtual school, program, or academy pursuant to this waiver.
15. District understands that pursuant to KRS 156.010, the Commissioner of Education has authority for monitoring the management of school districts, including administration and finance, implementation of state and federal laws and regulations, and student performance. District understands that KRS 156.210 provides the Commissioner of Education with access to the papers, books and records of all teachers, superintendents, or other public-school officials. District hereby agrees that such authority specifically extends to all aspects of its operation of a virtual school, program, or academy pursuant to this waiver request and MOU. District hereby agrees that it shall ensure full and timely cooperation during any program review or audit of any aspect of its operation of a virtual school, program, or academy pursuant to this waiver request and MOU.

## Appendix A - Plan Narrative

During the 2021-2022 school year, the Kenton County School District will offer a performance based, virtual program for students in kindergarten through 4th grade through a virtual learning platform. The virtual learning platform, selected by the

### 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:** LaRue 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: 4/19/21

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

Eric Allen

Print Name of Primary Point of Contact

  
Local Board Chair Signature

eric.allen@larue.kyschools.us 270-358-4111

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:

*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.
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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.
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 are requesting this waiver for elementary grades only, K-5. Instruction will be delivered through a combination of a purchased online program and regular interaction with dedicated virtual learning staff employed in our district. This is also the structure we used for 20-21. We are currently reviewing programs to determine if we will stay with the one we have 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



## **Attendance Waiver Narrative**

**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.**

We are requesting this waiver for elementary grades only, K-5. Instruction will be delivered through a combination of a purchased online program and regular interaction with dedicated virtual learning staff employed in our district. This is also the structure we used for 20-21. We are currently reviewing programs to determine if we will stay with the one we have or shift to a different program, but regardless of the program the structure will be the same next year. Our virtual teachers use the online learning program in the same way that an in-person teacher would use a core textbook program. The program is the starting point, but teachers modify or supplement the program to meet the needs of their students. For example, if the program does not have art or music curriculum, our teachers will embed that in other ways to ensure students are receiving instruction in all appropriate grade level standards. They will also include regular experiences to promote social-emotional learning and well-being.

The virtual program includes both lessons and practice for students. Our virtual teachers will also teach lessons during google meets to supplement the program. They will use the student work within the program along with any supplemental student work they assign as formal evidence of student learning and outcomes. The regular interaction they have with students online as well as from parent communication will also be used as evidence of learning. Virtual students will complete our universal screener, iReady, 3 times next year. iReady also includes individualized lessons and tasks in reading and math that can be used with students to supplement the virtual program. Our virtual staff monitors student work daily and intervenes with individual students and parents quickly.

There are multiple layers to live interaction with virtual staff. Teachers have google meets regularly with students in whole group, small groups, and individually. Currently, primary students have regularly-scheduled whole group sessions 3 days a week with other days devoted to more small group and individual support. Intermediate students have regularly-scheduled whole group sessions daily with small group and individual sessions intermixed. Parent communication and involvement is a high priority. Our virtual staff currently uses dojo, e-mails, texts, or phone calls to communicate often with parents and there is an open door for two-way communication. At a minimum, staff is communicating directly with parents weekly, but in most cases it is much more frequent.

Virtual staffing for 21-22 will depend on the number and grade levels of participating students but will have fully dedicated staff. We do not intend to have teachers who are responsible for teaching both in-person and virtual students simultaneously. We started the year with 1 virtual teacher per grade level plus some dedicated instructional assistants who worked closely with the teachers doing the same kinds of tasks instructional assistants would do in an in-person classroom. Student teacher ratio was similar to in-person. As the year has gone on, more

students have come back to in-person learning, meaning more staff has shifted back as well. Currently, all of our virtual teachers are working with 2 or 3 grade levels of students. For 20-21 virtual students, we will consider the possibility of sharing staff between schools to limit the number of grade levels for each teacher. That decision will be made once we have numbers and grade levels. We are prepared to allocate district funds to staff elementary virtual learning with teachers and assistants to meet the needs.

We will have an application process for elementary virtual learning. Within the application we will pull aspects of the assurances on page 3-4 that are needed to ensure parents who are selecting this option are clear on the parameters of virtual learning for 21-22.

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



**School District:** Lawrence 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**

Robbie L. Fletcher  
**Print Name of Primary Point of Contact**

  
**Local Board Chair Signature**

606.638.9671; robbie.fletcher@lawrence.ky  
**Point of Contact Phone and Email**

April 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*



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



## Appendix A - Plan Narrative

The Lawrence County School District Board of Education is requesting that the Kentucky Board of Education grant a waiver of 702 KAR 7:125 and KRS 156.160 to allow for attendance-based virtual learning in a virtual academy setting for kindergarten through 5th grade students.

### 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 Request**  
**Appendix A – Plan Narrative**  
**Lawrence County Virtual Academy**

The Lawrence County School District Board of Education is requesting that the Kentucky Board of Education grant a waiver of 702 KAR 7:125 and KRS 156.160 to allow for attendance-based virtual learning in a virtual academy setting for kindergarten through 5<sup>th</sup> grade students.

The Lawrence County Virtual Academy (LCVA) will follow the “school within a school” model that allows students to be scheduled in a full-time virtual course load while being enrolled in their regular school. An application will be developed for those students whose parents/guardians may request participation in the virtual academy. The applications will be screened to determine if a student has the potential to be successful. Also, as part of the screening process, parents and/or guardians will be required to attend a meeting to:

- Demonstrate whether the students have appropriate digital access and support beyond the school campus.
- Communicate the attendance expectations for full-time enrollment in LCVA.
- Set forth the requirements of using a Google Classroom as a learning management system, of taking universal screening and formative assessments (in-person), and of other on-site requirements.
- Communicate that students will participate in both synchronous and asynchronous learning opportunities through the use of Acellus (aligned with Kentucky Academic Standards) and other instructional software programs as well as regular interactions with a virtual instructor.

Students will participate in the same universal screeners and formative assessments (STAR and Early STAR) as their in-person counterparts. The results of these assessments will provide data on the students’ progress in reading and mathematics. These results will also be used, along with the students’ grades in classes, to determine student success. If a student is struggling, he or she will be referred to tutoring services for intervention. Furthermore, if a student becomes habitually truant or if the student cannot demonstrate academic success, the student will be removed from the academy and required to attend in-person classes at his/her school. Finally, progress can be monitored by parents weekly through Infinite Campus, but progress reports will be sent home at midterm and nine-weeks increments. Parents/Guardians will be required to attend parent-teacher conferences at least on a nine-weeks basis.

The Lawrence County School District will continue to provide performance-based virtual coursework for students in Grades 6-12. The students who participate in the performance-based virtual learning opportunities will be included in the exception set forth at 702 KAR 7:125 (1)(4)(g).

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



**School District:** Lee 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: 04/13/21

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

Sarah S. Wasson

**Superintendent Signature**

Sarah S. Wasson

**Print Name of Primary Point of Contact**

William Owens

**Local Board Chair Signature**

606-464-5000 sarah.wasson@lee.kyschools.

**Point of Contact Phone and Email**

4/13/21

**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.
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 Lee County School District has had in place, through board policy, a virtual program for our students prior to the COVID-19 pandemic. Previously we had placed all students in performance based virtual periods and we wish to apply for

### 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

*Jamie Weddington*  
**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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## **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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The district assures that:

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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:** Lincoln 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: Conditional (May board meeting)

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

*Matthew Dan*

**Superintendent Signature**

*Diana Hart*

**Print Name of Primary Point of Contact**

*\*May board meeting*

**Local Board Chair Signature**

*606-315-2124*  
*diana.hart@lincolnschools.us*

**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?**

- |  |   |  |  |
|--|---|--|--|
| <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

K-12 Patriot Learning Academy Plan 2021-2022

~~Parents of K-12 students may voluntarily complete an application for their child to apply for enrollment to the Lincoln~~

### 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



## K-12 Patriot Learning Academy Plan 2021-2022

Parents of K-12 students may voluntarily complete an application for their child to apply for enrollment to the Lincoln County Patriot Learning Academy for the 21-22 school year. Students with service plans ex: IEP, 504 plans, etc., are also eligible to apply.

### Enrollment:

Students enrolled in the online option will be considered full-time students with a full schedule of courses. The courses will be provided through Google Classroom, a vetted online platform. The online platform will provide core instruction but a Kentucky certified teacher will be available to support, supplement, and enhance the content as needed. Students participating in the online option will have access to receive meals. Students will be identified as non-transported (NT) in Infinite Campus for transportation funding.

### Selection Criteria:

The following criteria must be met before the student will be accepted into this program.

1. Students must demonstrate a history of good attendance (cannot have more than 3 unexcused absences or participation marks).
2. Passing grades for all subjects and, if previously enrolled in an online course, students must have completed the online course successfully.

#### *Passing Grade Means:*

*Elementary: Progressing for the year and/or C or better for the last semester of 20-21*

*LCMS: C or better for the last semester of 20-21*

*LCHS: 2.0 or better for the previous semester*

Once enrolled, students who continuously do not meet academic or attendance expectations may be placed on probation and could be released from the program.

A trial period of two weeks will be given to students/families upon initial enrollment to opt out and return to in person instruction. If this occurs, the option for future virtual learning will not be allowed.

Students may opt in to virtual learning after the registration period is closed under extenuating circumstances (i.e., quarantine). Principals must initiate this process.

Students with an individual education plan (IEP) must agree to meet with the special education service providers for services outlined in the IEP and agreed upon in an ARC meeting.

### Assurances:

Before applying to enroll in the Patriot Learning Academy for the 21-22 school year, each family must make sure this learning option is the right one for their child and that the student is equipped with the necessary

skills to be successful in a self-guided online learning environment. We ask that families assure us that their child exhibits the following characteristics, either independently, or in the case of younger students, with strong support from the parents/guardians:

- Self-motivated
- Ability to work independently
- Ability to set and meet deadlines
- Perseverance
- Taking initiative to ask for help when confused
- Ability to follow a schedule
- Prior demonstrated success, or potential for success, in a virtual learning environment

We also require a commitment from the parent/guardian to ensure that their student has the tools, resources, and support that they need to be successful. Parents/guardians who are considering enrolling their child in the Patriot Learning Academy are asked to make certain they can provide the following supports:

- Assisting the student in creating and adhering to a schedule
- Regularly monitoring progress and assignment completion within the learning platform
- Communicating with and responding to teachers and staff members
- Ensuring the student attends all scheduled synchronous (live) sessions
- Establishing a distraction-free workspace within the home
- Ensuring reliable access to technology

### **Duration of Enrollment:**

All students registering for the Patriot Learning Academy commit to attending the online academy for a minimum of an entire semester. However, if a student is unable to demonstrate academic success (passing 3 of the 4 of their core content classes), or becomes habitually truant (6 or more unexcused absences), may be placed on probation or asked to report to school to complete their online content or to enroll for in-person instruction. A trial period of two weeks will be given to students/families upon initial enrollment to opt out and return to in person instruction. If this occurs, the option for future virtual learning will not be allowed.

### **Technology Requirements:**

Technology access is a critical component for online instruction. Students must have reliable high-speed internet service to participate (i.e., the ability to stream a video without buffering). If more than one student in a home will be enrolling in the Patriot Learning Academy, then the internet service must be able to support all students being online at the same time. The district will not provide actual internet service or hotspots for the 21-22 school year.



The student must have access to a reliable device with a webcam and microphone such as a Chromebook, laptop, desktop computer, or tablet (not a Smartphone), that will allow them to create, complete, and submit projects and assignments. If more than one student in a home will be enrolling in the Patriot Learning Academy, then each student must have access to their own device. The district can provide a device for those students who need one if a contract agreement is signed and followed.

#### **Attendance:**

K-5: There will be a minimum of two required Google Meets each day (1 in the AM and the other in the PM). Attendance will be taken during these "Meets".

Grades 6-12: There will be six required virtual sessions each day. Attendance will be taken during each session.

Students enrolled in the Patriot Learning Academy will follow the same attendance policies that apply to students attending school in-person. Online academy students will have 6 full-day parent notes that can be used at the discretion of the parent, 6 tardy to/from school notes, 10 Doctors/Dentist/Court Notes. An attendance code will be created to document times when students are without internet access.

#### **Instruction:**

Google Classroom, our digital learning platform, will provide the base core content for the student and a Kentucky Certified teacher will provide additional instructional support using Google Meets or virtual sessions. Students will receive instruction in the following content areas: Reading, Writing, Math, Science, Social Studies and Arts/Humanities and Physical Education.

#### **Assessment:**

Students will be assessed throughout the school year using iReady or MAP which will measure student progress on grade-level standards. Students may be required to come to school to complete formative and summative assessments. Students participating in the Patriot Learning Academy will be required to come to school to participate in all state assessments.

#### **Virtual Personnel:**

KY certified teachers will serve in the capacity as virtual teacher as the main contact. Students will complete virtual sessions with teachers throughout the school:

Grade Level	Personnel
K-2	1 district teacher
3-5	1 district teacher



6-12	School level teachers
<b>Professional Learning:</b>	
The teachers for the Patriot Learning Academy will receive professional learning on engaging students digitally and providing high-quality instruction virtually. These teachers will also receive instruction on the online learning platform.	

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



**School District:** Logan 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: May 18, 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

Will re-submit w/ signatures after May 18 mee

**Superintendent Signature**

Robbie Davis, DPP

**Print Name of Primary Point of Contact**

Will re-submit w/ signatures after May 18 meet

**Local Board Chair Signature**

270-726-2436, robbie.davis@logan.kyschool

**Point of Contact Phone and Email**

4/29/2021

**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**

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

Students in kindergarten through 5th grade will have the opportunity to participate in virtual learning while remaining enrolled in their A1 school. The district will have certified staff whose primary responsibility will be to serve those students. ~~The number of staff members will be determined by the number of students who choose the virtual option~~

### 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:** Madison 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 11, 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

*David Gilliam*

**Superintendent Signature**

*David Gilliam*

**Print Name of Primary Point of Contact**

**Local Board Chair Signature**

*859-624-4500 david.gilliam@madison*

**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*

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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** K-8

**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** 9-12

**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.
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

Our K-8 students will be enrolled as part of a separate program with our 9-12 students remaining in their high schools as part of an academy. However, all students will have a daily schedule to meet with certified teachers via zoom, or google meet. Teachers will take attendance daily. The students will be assigned a schedule that aligns with a standard day schedule of in-person students. Teachers will present material and engage students in work that is aligned with the Kentucky Academic Standards. Teachers will use google classroom as the Learning Management System so that they can monitor students' progress, interactions, and review student work along with the completion of that work. Teachers will measure student progress on grade-level standards and interventions will be provided to students.

### 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:** Magoffin 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

Terry Watson, DPP, (606) 349-6117  
Print Name of Primary Point of Contact

  
Local Board Chair Signature

terry.watson@magoffin.kyschools.us  
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.

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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**

**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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**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

Please see attachment.

### Duration

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Commissioner of Education or Designee  
Kentucky Department of Education

Date



## Magoffin County Virtual Academy

### Grades K- 12

### 2021-2022

Magoffin County Schools is committed to offering quality virtual learning experiences for students that align with the Kentucky Academic Standards and the Kentucky Digital Learning Guidelines.

The school district plans to offer virtual instruction via the Magoffin County Virtual Academy to interested families in two formats for the 2021-2022 school year.

- Synchronous learning will be mandatory for all students in grades K-6. In addition to their online teacher, students will have access to an academy facilitator, school counselor, FRYSC, and ESS teachers.
- Asynchronous learning will be offered to students in grades 7 – 12 with opportunities to communicate frequently with an academy facilitator and content specialists. Academy facilitators will communicate weekly with parents and students, and content specialists will be available after regular school hours for office hours. Students will also have access to guidance counselors, FRYSC, and ESS teachers.

Parents/guardians interested in enrolling students in the Magoffin County Virtual Academy for the 2021-2022 school year will complete an application. Following application submission, school personnel will contact the parent to set up a conference with both parent and student. During the conference, a checklist of expectations will be reviewed and discussed. This checklist will include all components of the academy (program description, schedule, expectations, timelines for enrollment and withdrawal, student participation, grading, teacher feedback, communication, help for struggling students, local and state assessments, digital citizenship, etc.).

#### **Content:**

##### Grades K – 12

Academy facilitators, virtual teachers, principal(s), content specialists, ESS teachers, and technology leader(s) will meet as Professional Learning Communities during the summer and throughout the school year to align all course offerings with KAS. During the PLCs, personnel will review the digital resources available (Edgenuity, IXL, and Moby Max) and assign content where appropriate.

#### **Digital Pedagogy:**

All virtual teachers will be trained in the delivery of online/blended learning with a focus on the Characteristics of Highly Effective Teaching and Learning and the Kentucky Framework for Teaching. All virtual teachers will also receive ongoing training in selecting and utilizing high

quality instructional resource, evidence-based virtual and blended instructional strategies as well as effective use of the Edgenuity platform (LMS).

The district will provide or hire the following personnel to provide supports to virtual students.

- Academy Director – The academy director title will be assigned to an existing central office administrator to oversee all aspects of the Virtual Academy.
- Academy Facilitator (at least one for grades K-6, one for grades 7-8, and one for grades 9-12) – The academy facilitator will serve as a connector between students/families and the school community. The primary job duties of the facilitator will be to monitor student progress and to communicate weekly with students and parents. Following progress monitoring and family communication, the academy facilitator will then determine what supports are needed at the school level (additional instruction via ESS, individual tutoring with a content, notify FRYSC of student/family needs, inform principal/counselors and provide documentation).
- Virtual Teachers (grades K-6) – The virtual teachers will be responsible only for virtual students and will provide synchronous instruction for students in grades K – 6. Teachers will follow a virtual schedule providing synchronous online instruction to students through Google Classroom and Microsoft Teams in addition to supplementing lessons with other digital resources. Teachers will post attendance for students twice daily – once in the morning and once in the afternoon following the lunch break.
- Content Specialists (grades 7 – 12) – The content specialists will be hired at the middle school and high school to provide two-way communication, collaboration, answer questions, and/or tutoring after the regular school day has ended. The number of content specialists hired will depend on the number of virtual students in grades 7-12. Content specialists will also have the authority to refer students to in-person ESS if the need arises.

Virtual academy personnel will monitor and ensure the following.

- Student Participation – Participation, which will exceed attendance only, will be monitored regularly by monitoring class progress in the LMS, submission of assignments in Google Classroom, participation in Microsoft Teams meetings, and through various methods of communication (phone, email, messaging, etc.)
- Teacher Feedback – Students will receive feedback from teachers and content specialists in a variety of ways (written comments through Google Classroom or email, oral feedback through Microsoft Teams meetings, by phone, or scheduled in-person meetings). Students and parents will also have Infinite Campus portal accounts to monitor submission/graded work.
- PLCs – All virtual personnel will work in PLCs to monitor the progress of common students.

**Digital Readiness:**

Magoffin County Schools will provide the following to facilitate and support successful digital learning experiences.

- Chromebooks will be provided for all virtual students.
- The school district will continue to collaborate with Foothills Communications to provide adequate internet access to students in need (LMI grant).
- The school district will provide Edgenuity as a Learning Management System. Additionally, teachers will utilize Google Classroom and Microsoft Teams to communicate and instruct virtual students. Other digital instructional resources for students will include Khan Academy, IXL, and Moby Max.

In addition to the aforementioned resources, virtual teachers and students will participate in digital citizenship skills at the beginning of each semester and through blended activities during each grading period.

**Leadership and Governance:**

Magoffin County Schools will ensure that virtual students have access to high quality teachers and curriculum while learning in an online format.

- The local board of education and SBDM Councils will establish appropriate school and district policies to govern online course enrollment, course withdrawal, grading standards, course credits, etc.
- Courses will be provided by highly qualified teachers and/or through online high-quality instructional resources that have provided evidence of standards aligned to KAS.
- Students will have access to academic advising programs made available through academy facilitators and school counselors.
- School and district administrators will evaluate instructional delivery using data-driven processes (assessments, observation data, student and teacher evaluations, etc.)
- The superintendent, central office administrator, and principals will ensure that virtual teachers and content specialists are certified in appropriate areas of instruction in Kentucky. Administrators will ensure that professional learning is available to all faculty working in a virtual setting.

**Assessment System:**

Magoffin County Schools will ensure that CSIPs and the CDIP are utilized to guide all aspects of the Virtual Academy. CSIP goals will be a focus in Virtual Academy PLCs just as they would be in a traditional PLC. Additionally, the district's Certified Evaluation Plan (CEP) apply to virtual teachers in the same way it would apply to in-person teachers.

The district and schools will utilize data from the following to make decisions regarding the Virtual Academy.

- Formative Assessments of virtual students (district-administered interim/benchmark testing and teacher formative assessments)
- Summative Assessments
- Teacher observations/evaluations
- Student data in PLCs (participation and performance data)
- RTI data

**Continuous Improvement Planning:**

School and district leaders will use the PDSA model and 30-60-90 day plans to monitor the implementation and progress of the Virtual Academy. This will allow personnel to make informed decisions regarding:

- Student retention and success
- Benchmarking for students
- Efficient and effective operations
- Student feedback and support
- Staff professional learning
- Parent/guardian involvement
- CSIP/CDIP goals

**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**

**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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(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?**

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**Kindergarten**

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**1st 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.

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The district assures that:

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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.
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

Marion County has operated a successful virtual school program for several years. The program has operated across three schools in the district under the general term MARVEL (Marion Virtual and Extended Learning). The program has operated

### 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:** Marshall 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.

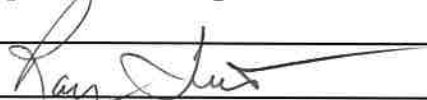
By signing below, the Superintendent and Board Chair affirmatively state that all information contained herein is true and correct to the best of their information and belief, and that they possess authority to bind the school district to this application and MOU



**Superintendent Signature**

Patricia Greer

**Print Name of Primary Point of Contact**



**Local Board Chair Signature**

270-527-8628; patrica.greer@marshall.kysch

**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**

☒

**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

This waiver will allow Marshall County Schools to provide a virtual option for students K-5 if the need arises.  
Marshall County schools 6-12 students who wish to participate in a virtual program will be enrolled in our MC @ Home

### 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





**\* CONDITIONAL \***

Board Approval  
on May 10th

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



School District: **Mason 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:

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

*Rich L. Roper*

Superintendent Signature

*Jamie Thomas*

Print Name of Primary Point of Contact

Local Board Chair Signature

*606-564-7755 / jamie.thomas@mason.kyschools.us*  
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*



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



## 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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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

Mason County Schools is starting a Virtual Academy for grades K-5 during the 2021-2022 school year. The school district will meet all the assurances outlined in the waiver.

### 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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*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](#))**

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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.)

☐

### **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

This option would only be implemented due to a school closure that is COVID related during the 2021-22 school year. Grades K-12 teachers will use google classroom to deliver instruction on a daily basis. All K-12 students have chromebooks and wifi access provided by the district if needed. Formative and summative assessments will be administered through

### 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:** McCracken 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: 4-15-21

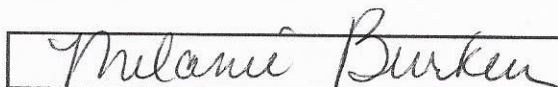
The approval is contained in the board minutes that are available for review at the district's central office. The original copy of this request is also available at the district's central office.

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**

BRIAN BOWLAND  
**Print Name of Primary Point of Contact**

  
**Local Board Chair Signature**

brian.bowland@mccracken.kyschools.us  
**Point of Contact Phone and Email**  
270-538-4000

4-15-21  
**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)

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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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**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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  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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  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.
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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.
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**Appendix A - Plan Narrative**

Please see attached 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

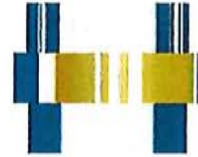


## **Appendix A - Plan Narrative**

McCracken County Public Schools utilizes grade appropriate digital curriculum for students in K-12. The platform has been utilized during the 2020-21 school year for virtual students and will continue to be used for virtual settings for the 2021-22 school year. Student enrollment will be transitioned to the alternative education setting within the McCracken Open Campus School. The district will utilize the current staff in the alternative program to deliver instruction, and will continue to add additional certified staffing based on the number of students participating. The student: teacher ratio will reflect the average number of students rostered to teachers in the district's A1 classrooms at the elementary, middle and high levels. Teachers will monitor, guide and instruct students through the Edgenuity platform that is appropriate for the child's grade level. The platform will allow teachers to individualize student assignments to differentiate instruction based on student performance levels. The platform will allow teachers to review assignments, identify learning gaps and progress monitor student performance. The cloud-based service allows for teachers to collect and review completed assignments for the entire school year. Students completing the virtual coursework will be accountable to the district's grading scale and grade reports will be distributed on a quarterly basis. Students will have regularly scheduled virtual meetings with assigned staff to deliver additional instruction, review assignments, and discuss student academic progress.



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



**School District:** McCreary 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: 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

  
Superintendent Signature

Clint Taylor  
Print Name of Primary Point of Contact

  
Local Board Chair Signature

606-376-2591  
Point of Contact Phone and Email

*Clint.Taylor@mccreary.kyschools.us*

04-26-2021  
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).

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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



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## Appendix A - Plan Narrative

See Attachment for the 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

## Appendix A – Plan Narrative

The McCreary County School District will implement a Virtual Program including but not limited to the Edgenuity, Edmentum, and Google Classroom. Students with barriers for participating in traditional in-person instruction will benefit from a virtual learning program coordinated by certified teachers. Students will access a digital learning platform aligned to the standards of the school's curriculum as adopted by the SBDM Council and the local Board of Education. Courses will reflect the description, scope and sequence, and rigor as outlined in the school's Curriculum Guide and will be structured in units. Formative and summative assessments will be utilized to monitor student achievement and mastery of standards. Progress towards course completion and graduation requirements will be monitored by assigned advocates, certified teachers, and guidance counselors. ESS services will be available to provide supplemental assistance. Evening "Connection Sessions" will be required for participation in the virtual program. These sessions will support transition, essential skills, and include peer mentors for social networking. Credits will be awarded upon successful completion of the curriculum and the summative assessment. Counseling services will be provided through virtual platforms and students will complete daily check-ins throughout the day for wellness support and attendance verification.

### District and School Assurances:

- I. The attendance will be tracked two times daily by the assigned certified teachers. Teacher will input the attendance data into Infinite Campus.
- II. Attendance events will continue to be entered at the office level (i.e. Dr. excuses/parent excuses).
- III. All truancy laws shall be followed for virtual students.
- IV. Only students whose families have requested to be enrolled in the virtual program are included under this waiver, accompanied by school and district approved documentation resulting from locally adopted policies for enrollment.
- V. All students shall be full-time enrolled in the virtual program.
- VI. Only students with determined appropriate digital access and support shall be candidates for enrollment.
- VII. The virtual program shall have teachers assigned to support and provide instruction aligned to the grade-level expectations established in the Kentucky Academic. Teacher shall maintain evidence of having systemic formative assessment in place to: (1) accurately measure student progress on grade-level standards for students enrolled in virtual program. (2) Supports students enrolled in the virtual program needing accelerated learning in on grade-level standards within Tier I universal instruction as well as those students who need more targeted Tier II and Tier III interventions and supports.
- VIII. The virtual program will implement synchronous strategies and Google classroom as the digital platform. This allows teachers to monitor student's progress, interaction 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).

- IX. The school shall 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.
- X. 10-15 same as the those in the original document.



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



**School District:** McLean

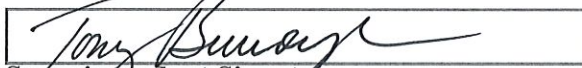
As superintendent of the named school district, I am requesting a waiver under [KRS 156.160\(2\)\(a\)](#) of Section 1, subsections (1) and (4) of [702 KAR 7:125](#) promulgated by the Kentucky Board of Education related to Pupil Attendance. The waiver(s) is requested in order to allow for attendance-based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

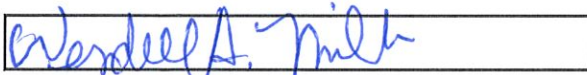
The approval is contained in the board minutes that are available for review at the district's central office. The original copy of this request is also available at the district's central office.

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

Rollie Troutman  
Print Name of Primary Point of Contact

  
Local Board Chair Signature

270 273-5257 rollie.troutman@mclean.kysd  
Point of Contact Phone and Email

April 22, 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.
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 sheet

### 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 Waiver for McLean County Public Schools

McLean County Public Schools Virtual Learning Academy 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 to ensure grade level/course standards and assessments are implemented. Students must provide a valid medical statement for either themselves or someone in their immediate household stating the reason for the recommendation of virtual placement. An ARC must be held for any student receiving special education services to determine if FAPE can be met in the virtual academy.

### Instructional Delivery:

Students enrolled in the Virtual Learning Academy will be expected to log in to Edgenuity each day during regular school hours to complete their daily lessons. Teachers will be required to implement synchronous learning opportunities at least once a week for students enrolled in the Virtual Academy. Students that may need help or have questions may contact their teacher at any time during the week via email, or during their teachers planning period calling the school landline phone to request help. Teachers may use Google Hangouts and/or other appropriate virtual meeting tools to meet with their students.

### Digital Platforms:

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

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

### Staff Deployment:

Certified staff will be assigned to teach virtual courses based on the number of students participating in the virtual academy. Teachers will be expected to provide live instructional sessions, instructional videos, small group assignments, and opportunities for conferences with individual students to supplement the Edgenuity assignments the students are assigned. Certified staff will monitor the students' progress in Edgenuity and grade assignments as needed in the Edgenuity platform. 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. Students will have access to school guidance counselors or mental health therapists if needed.

#### 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. Edgeunity 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:** Meade 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 13, 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**

Chad Butler  
**Print Name of Primary Point of Contact**

**Local Board Chair Signature**

270-422-7500 chad.butler@meade.kyschools  
**Point of Contact Phone and Email**

April 13, 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.
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

Please see the 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

# Application for Virtual School Waiver

**OPTION:** ACADEMY

**GRADE LEVELS:** K-12

## **APPENDIX A:**

Students enrolled in Meade County MyMEADE ONLINE will experience online learning with identified support and contact with Meade County teachers and opportunities for acceleration and enrichment. Meade County School District's Virtual Academy, MyMEADE Online, is a distance learning option for those students in grades K-12 who wish to continue their education full-time through innovative learning environments.

These students will maintain a connection with their enrolled school campus and will generally be allowed to participate in extracurricular activities.

Meade County Schools Virtual Academy, MyMEADE Online, is a distance learning option for those students in grades K-12 who wish to continue their education full-time through alternative learning environments. It provides an option for those students who seek an alternative to face-to-face instruction due to the medical vulnerability of the child or another family member who resides in the same household.

MyMEADE Online provides access to course content and interaction with certified MCS teachers. MyMEADE Online provides a learning model that reflects the District's commitment to providing students with high-quality instructional experiences and to meeting the needs of students and their families during these uncertain times.

Students' success in MyMEADE Online is a top priority for Meade County School staff but is also dependent on both the student and parent's investment in this innovative learning environment. Parents who elect to have their child participate in the model agree to monitor academic progress and coursework alongside the teacher/school staff. Parent and student responsibilities include, but are not limited to:

- Families are expected to provide reliable internet and technology devices to support online learning for student(s).
- Attend a virtual MyMEADE Online orientation session in July.
- Monitor student progress and contact the teacher(s) with any concerns.
- Ensure students keep pace within his/her courses and complete all assignments daily.
- Ensure student's daily participation in classes and adherence to the daily class schedule. Students that do not meet daily progress and completion of assigned performance tasks for the day/week, will be counted absent.
- Students/ families enrolled in MyMeade Online shall follow and be held accountable to all attendance expectations, regulations, and laws.
- Attendance will be monitored twice per day for all students.
- Students will participate in scheduled instructional activities and be expected to interact with their teachers and classmates during normal school hours.
- Attending mandated assessment sessions on-campus throughout the school year.
- Attending mandated intervention sessions on-campus throughout the school year as needed based on course progress.

**Curriculum:** Learning will occur through a blended model of virtual curriculum and virtual connections with Meade County teachers. Students will complete age-appropriate, engaging lessons with access to tools that



support learning, including text to speech, audio and translation, text and picture dictionaries, and more. Our Meade County educators can easily monitor student progress and performance with usage statistics, grading and feedback tools, curriculum maps, and communication tools. By offering this curriculum, we will prioritize giving our learners a well-rounded, high-quality education, along with more ownership over their learning, which is one of the first steps in developing a lifelong desire to learn.

**K-6:** The curriculum in Pathblazer is fun, engaging, and rigorous. It is both Common Core, and additionally state-aligned, and encourages critical thinking and 21st century skills. The following are some examples of the digital learning objects (DLOs) that you will encounter throughout your exploration of Pathblazer. Through intentional focus on explicit instruction, supported practice, independent practice, and assessment, our students and teachers will be prepared for remote learning.

**7-12:** Edgenuity Courseware offers a full suite of core curriculum, AP, honors, elective, dual credit, and concept and credit recovery courses for middle and high school students. Our online courses and curriculum are built using an instructional model grounded in research and are aligned to state standards, the Common Core, and the NGSS. We combine direct-instruction videos featuring expert, on-screen teachers with rigorous assignments, performance tasks, and assessments to engage students and ensure subject-area mastery. Students will have access to a team of certified teachers for assistance, intervention, enrichment, and assessment practices.

**Collection of Evidence of Work and Outcomes:** Students encounter regular checks for understanding throughout their learning path. Once students reach a key concept, automatic decision points are built in the curriculum so that teachers can evaluate whether students are ready to move forward to their next objective, or if students require additional interventions, such as student conferencing or face-to-face sessions of instruction. Pathblazer will automatically reassign activities students haven't mastered at those decision points.

Clearly pacing and "assignment lists for students/families" will be provided for each grade level with weekly expectations. This detailed advanced planning has proven to provide better success for our virtual families during the 20-21 school year. Students in grades K-10 will utilize NWEA's MAP Assessment throughout the school year for collection of summative assessment data in mathematics and reading. These tests will be utilized to monitor individual student progress and instructional adjustments will be made as supported through data.

Finally, students will have access to a "Homework Helpline" to provide extended opportunities beyond the normal school hours for assistance through a virtual connection with certified teaching staff in Meade County.

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



**School District:** Menifee 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

Timothy D. Spencer  
Print Name of Primary Point of Contact

  
Local Board Chair Signature

6067688062 tim.spencer@menifee.kyschools.us  
Point of Contact Phone and Email

4-16-2021  
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  |
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| <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**

Students enrolled in Menifee County Virtual Academy will continue enrollment in their respective schools, follow courses aligned to the Kentucky Academic Standards, and be assigned a virtual teacher(s). Teachers primary Learning Management System will be Google Classroom, allowing or live instruction via Google Meets as well

### **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:** Mercer 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: 4/15/2021

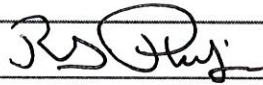
The approval is contained in the board minutes that are available for review at the district's central office. The original copy of this request is also available at the district's central office.

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**

Jennifer Hatton  
**Print Name of Primary Point of Contact**

  
**Local Board Chair Signature**

859-733-7000 jennifer.hatton@merc.kysc  
**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 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.
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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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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

Mercer County K-5 Online Academy Plan 2021-2022

All K-5 parents may voluntarily complete an application for their child to apply for enrollment to the Mercer Co. Online

### 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:** Middlesboro 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: 4-20-2021

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

Waylon Allen  
Superintendent Signature

Jamie Johnson  
Print Name of Primary Point of Contact

Charla Costae  
Local Board Chair Signature

jamie.johnson@mboro.kyschools.us  
Point of Contact Phone and Email 606-242-8800

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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### 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**

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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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| <input checked="" type="checkbox"/> Kindergarten | <input checked="" type="checkbox"/> 1st Grade | <input checked="" type="checkbox"/> 2nd Grade  | <input checked="" type="checkbox"/> 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



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

Please see attached 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**

## **Appendix A**

Middlesboro Independent students who participate in virtual instruction for the 2021-2022 school year will have access to live online learning provided by virtual teachers who will be assigned to specific schools and grade levels. Virtual teachers will ensure students are engaged and learning by monitoring attendance, participation, and coursework completion. Virtual teachers will connect with students online to provide instruction, support and feedback through the following platforms: Zoom, Google Meet, Google Classroom, APEX, Blackboard, and iReady. Virtual teachers and students will also connect through programs such as Zoom, Remind, Google Hangout and Google meet. Chromebooks will be provided for virtual students in order to complete online learning and hotspots are available for those without internet access. Technological assistance will be available through educator support and district support.

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



**School District:** Montgomery 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 27, 2021

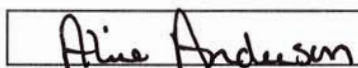
The approval is contained in the board minutes that are available for review at the district's central office. The original copy of this request is also available at the district's central office.

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**

Stephanie Harris  
**Print Name of Primary Point of Contact**

  
**Local Board Chair Signature**

stephanie.harris@montgomery.kyschools.us  
**Point of Contact Phone and Email**

04/27/2021  
**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?

- |  |   |   |   |
|--|---|---|---|
| <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.
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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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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 documents for Virtual Learning Academy description and contract.

### 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 (VLA) 2021-2022

The following information is provided to help families understand the difference between the VLA model used during the 2020-2021 school year that was designed solely for the pandemic, and the newly designed VLA model option for the upcoming 2021-2022 school year and beyond.

### PURPOSE

The Virtual Learning Academy (VLA) model was originally developed from the needs that arose due to the pandemic. It was designed to be a temporary solution for families who were not able to attend in-person instruction during the 2020-2021 school year due to medical or other concerns related to the COVID-19 pandemic.

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. The purpose is simply to provide a different type of learning opportunity for students who thrive in a virtual learning environment.

### FORMAT

The new VLA model for 2021-2022 and beyond will be a digital platform-based learning model which will serve as the primary source of instruction. A platform is a computer-based program that provides access to videos, tutorials, explanations, and practice activities for each course/class in which the student is enrolled. The student will complete all required platform work and any supplemental work that is assigned within the deadlines and timeframes. In addition to the platform work, the student will have required scheduled synchronous (live- in person or virtual-Zoom) sessions with a teacher to provide additional small group and/or one-on-one instruction, guidance, reteaching, interventions, and special services. Optional tutoring and office hours with a live teacher will also be available on a limited basis. **\*Elementary students (K-5) will be required to attend at minimum two live sessions each day.**

We are currently in the process of reviewing and selecting the best platform for our needs and will have a recommendation by May.

### CONSIDERATIONS FOR ENROLLMENT

Enrollment for the 2021-2022 VLA model will be limited and not all who apply will be accepted. Through our experience with the pandemic VLA model, we recognize that a virtual learning





## **Virtual Learning Academy (VLA) 2021-2022**

environment is not the best environment for all students, but it is a good option for some students and families. Before applying to VLA, the family must make sure this learning option is the right one for their child and that the student is equipped with the necessary skills to be successful in an online learning environment.

The VLA allows students to participate in grade level and appropriate coursework utilizing an online platform as the main vehicle for instruction. Students are expected to participate in all course work and will receive a grade based on the mastery of the content and the participation in the course.

Montgomery County virtual students are still students of the Montgomery County School district and must adhere to all policies, rules, and guidelines as students in the traditional classroom setting. (See Montgomery County Virtual School Contract).

Students who are considering enrolling in VLA should exhibit the following characteristics, either independently, or in the case of younger students, with strong support from their parents/guardians:

- Self-motivated
- Ability to work independently
- Ability to set and meet deadlines
- Perseverance
- Taking initiative to ask for help when confused
- Ability to follow a schedule
- Prior demonstrated success, or potential for success, in a virtual learning environment

Parents/guardians who are considering enrolling their child in VLA should make certain they can provide the following supports:

- Assisting the student in creating and adhering to a schedule
- Regularly monitoring progress and assignment completion within the learning platform
- Communicating with and responding to teachers and staff members
- Ensuring the student attends all scheduled synchronous (live) sessions
- Establishing a distraction-free workspace within the home
- Ensuring reliable access to technology and internet

Interested families must complete an application for each student they wish to enroll, commit to adhering to the established VLA expectations, and commit to staying enrolled for a minimum of one entire semester. Applications will be reviewed by a committee and families will be notified of the final enrollment decision.



## Virtual Learning Academy (VLA) 2021-2022

### PARTICIPATION CRITERIA AND EXPECTATIONS

Certain criteria must be met to ensure the success of VLA students. Parents/guardians will be asked to review and agree to the success criteria below when completing the application request for a student to enroll in VLA. Once enrolled in VLA, students who continuously do not meet the participation expectations may be placed on probation and could be released from the program.

- ☐ All students registering for the VLA commit to attend the Academy for a minimum of an entire semester.
- ☐ Technology access is a critical component for online instruction. Students must have reliable high-speed internet service to participate (i.e., ability to stream a video without buffering). If more than one student in a home will be enrolling in VLA, then the internet service must be able to support all students being online at the same time.
- ☐ The student must have access to a reliable device with a webcam and microphone such as a Chromebook, laptop, desktop computer, or tablet (not a Smartphone), that will allow them to create, complete, and submit projects and assignments. If more than one student in a home will be enrolling in VLA, then each student must have access to their own device.
- ☐ The learning platform is the primary mode of core instruction. VLA students are expected to complete and submit all assignments by the due dates and progress on assignments will be monitored regularly by VLA staff. Students who are not making adequate progress and are not meeting assignment deadlines may be put on probation and may be removed from the VLA program.
- ☐ Attendance in VLA is a requirement and is based on adequate progress through the learning platform and attendance at required scheduled live (synchronous/zoom) sessions. Students will be expected to login on time and participate in ALL scheduled live (synchronous/zoom) sessions. This includes sessions that may be scheduled for small groups, interventions, and other special services. **\*Elementary students will be required to attend at minimum two live sessions every day.**
- ☐ Active participation during scheduled live (synchronous/zoom) sessions is an expectation for VLA. This involves use of the webcam and microphone at the teacher's request, responding to the teacher's questions and discussion prompts throughout the class, actively listening to directions and explanation of content, asking clarifying questions, and using the chat feature when appropriate. This means students should not be doing other tasks or using other devices or electronics during scheduled meeting times.





## Virtual Learning Academy (VLA) 2021-2022

- ☐ Families should be aware teachers can request that cameras be turned on during live sessions to promote opportunities for engagement, monitoring, and interaction. For unique situations with individual students who may not benefit from camera usage during the live stream, the family should contact the teacher to discuss options.
- ☐ Parents/guardians should provide a space in the home for students to have a distraction-free learning environment during live VLA sessions. Since the area behind the student may be visible to others when the camera is on, it is the family's responsibility to make sure the student is in a video location that does not divulge any information they don't want to share (such as address, background, people walking through the home, etc.).
- ☐ Families should be aware that teachers may record synchronous (live) sessions. These recordings are made available on an as-needed basis. Media release opt-outs do not apply to recording live lessons.
- ☐ VLA students will be required to take all state required assessments and some local assessments (major unit assessments and universal screeners - ex. MAP) in person.

### ADDITIONAL CONSIDERATIONS

VLA students will have access to all required state curriculum and coursework to meet the minimum grade level and graduation requirements. While we will make every effort to ensure the learning platform offers a robust and varied curriculum, electives and special course offerings may be more limited than they are in a traditional in-person school setting.

Students who are enrolled in VLA are expected to enroll full-time in the virtual setting. However, in certain instances, students may be granted permission to participate in an on-campus class if the class or program cannot be offered through virtual learning such as band, some CTE options, etc.

VLA students are allowed to participate in sports, extra-curricular activities, and after school events with their home school of enrollment if they choose.

VLA students must fully participate in all required local, state, and federal assessments. Whenever possible, assessments that can be administered remotely will be administered virtually according to the guidelines provided by the state and/or assessment company. Some assessments require in-person trained proctors to ensure statistical validity. For these assessments, the student may be required to report to an on-campus site to complete the assessment. Appointments for these assessments will be scheduled and communicated with the parent/guardian and student.



## **Virtual Learning Academy (VLA) 2021-2022**

After 7 days of inactivity, the instructor and/or VLA Coordinator will make every effort to contact the student and/or parent. All communication and communication attempts with students and/or parents will be documented. Students are required to keep up with course pacing and demonstrate they are on pace to complete all assigned tasks.

Students may be withdrawn from the VLA and given an incomplete after two weeks (10 days) of non-participation. Access to the Montgomery County VLA online platform will be blocked upon withdrawal and the student will be expected to enroll in their home school. A student may re-enroll into the VLA with permission from the instructor and site administrator. A newly signed school-parent student compact letter must be submitted upon re-enrollment.

### **Additional Elementary Guidelines**

#### **Student Accountability**

- Create a space to limit distractions.
- Actively follow the daily learning schedule.
- Attend assigned synchronous (live/Zoom) meetings \*K-5 will have at minimum 2 live meetings every day (attendance is mandatory and will be taken by the teacher at each session)
- Wear attire acceptable for school
- Demonstrate learning with completion of assignments

#### **Parent/Guardian Accountability**

- Ensure a designated space is available for learning if possible
- Actively follow the daily learning schedule
- Wear attire acceptable for school
- Get to Know the Online Learning Platform
- Stay in Communication with Your Student's Teachers
- Support your student in their learning
- Anticipate challenges, remain flexible, school teams will be there to support you
- Ensure your child comes to any in-person required instruction/help sessions and/or required assessments
- Ensure your child participates in the daily synchronous meetings (at minimum 2 times every day) - attendance is mandatory and will be taken by the teacher at each session (All attendance/truancy policies will be enforced. Parents must turn in all doctor excuses/parent notes for student absences.)





**Virtual Learning Academy (VLA)  
2021-2022**

**Grading & Scoring Procedures**

- Students will be expected to attend any in-person assessments
- All work will be turned in digitally with set due dates

**Instructional Expectations**

- Set a schedule to attend mandatory synchronous/live Zoom sessions
- Zoom meetings are required and attendance will be taken (minimum 2 every day)
- Assignments must be completed to its entirety before submitting
- Assignments must be completed by only the student
- One-on-one help sessions will be available if the teacher sees the need for additional support (attendance is required)



**Montgomery County Virtual Learning Academy  
Parent/Student Agreement  
2021-2022**

The Montgomery County Virtual Learning Academy is a means to offer students an opportunity to participate in online learning provided through the district's sponsorship. Because online learning represents a non-traditional learning experience there are certain expectations for students enrolling in these courses. This contract is intended to present to students and their parents the standards expected for enrollment in Montgomery County's Virtual Learning Academy.

As a student/parent enrolling in the VLA, I am aware that, in addition to the policies and requirements of my school/district, I am expected to comply with the following standards:

1. All students are required to log into their VLA courses on a daily basis and participate in all scheduled live/synchronous (zoom) sessions (unless prior arrangements have been made with the instructor) in order to maintain enrollment and be considered in attendance. Students need to make a major commitment and must interact with the content, discussion boards, and other course materials often. If a student is unable to login to the system within each 7 calendar days, for any reason, they need to make direct contact with their instructor for directions. Students must keep current and/or make up all coursework. **\* Elementary students (K-5) are required to participate in at minimum 2 daily live sessions with their teacher. Attendance will be taken and all attendance/truancy policies will be enforced.**
2. After 7 calendar days of inactivity, the instructor and/or the VLA Coordinator will attempt to contact the student and/or parent through various communication channels (phone call, email, text message, or message through platform). All communication and communication attempts with students and/or parents will be documented. Students are required to keep up with course pacing and demonstrate they are on schedule to complete all assigned tasks.
3. Students will be withdrawn and given an incomplete after two weeks (14 calendar days) of non-participation unless a prior arrangement was made with instructor/VLA administrator or student nonparticipation is excused. Access to the Montgomery County VLA online platform will be blocked upon withdrawal. A student may re-enroll into the course with permission from the instructor and site

administrator. A newly signed school-parent student compact letter must be submitted upon re-enrollment. \*All attendance/truancy policies will be enforced.

4. Students will be asked to report to a school site to receive targeted in person instruction as well as to complete unit course assessments and/or meet with instructors to review progress. (Time and location to be determined by instructor and student/parent.) Students failing to make adequate progress may be withdrawn from the VLA.
5. Students that withdraw or are withdrawn from the VLA due to nonparticipation or failing to make progress will be expected to return to their designated school and abide by all attendance policies of the Montgomery County School district. ,
6. Students must abide by all rules and regulations outlined in the Montgomery County Student Handbook, Virtual Learning Academy Handbook and the Montgomery County Acceptable User Policy. Any violations of code or policy could lead to an immediate withdrawal from the VLA.
7. Students are responsible for computer/internet access on a daily basis. Students that cannot access the online platform daily will need to return to school.
8. Students must complete all state and school required assessments in-person. This includes, but is not limited to, EOC assessments, K-PREP, ACT, PLAN, Explore, ASVAB, WorkKeys, KOSSA or any other exam administered at the state or school level. Failure to complete any required assessment will lead to immediate removal from virtual learning.

I have read the policies and I agree to this Student Contract. **I also understand that until this contract is received, I will not be registered in the Montgomery County Virtual Learning Academy.**

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

Parent Phone \_\_\_\_\_

Parent Email \_\_\_\_\_



## MoCo VLA Application Process

Dates:

<ol style="list-style-type: none"><li>1. Family submits an application for the student by deadline. Application includes the following:<ol style="list-style-type: none"><li>a. agreements for expectations,</li><li>b. Reason for requesting the option with supporting documentation (if applicable)</li></ol></li><li>2. Current school completes their recommendation utilizing a committee comprised of at least 1 admin, counselor, and current teacher of student<ol style="list-style-type: none"><li>a. Academic progress from current school year</li><li>b. Attendance/Participation from current school year</li><li>c. Student work habits from current school year</li></ol></li></ol>	<p>April 21- April 30</p> <p>May 14 (Due to CO)</p>
<ol style="list-style-type: none"><li>3. Application Review<ol style="list-style-type: none"><li>a. Committee formed consisting of Special Education Department, Director of Curriculum, Instruction &amp; Assessment, Director of Pupil &amp; Personnel, and Chief Academic Officer</li><li>b. Committee reviews applications and ranks factors based on <a href="#">MoCo VLA Admissions Rubric</a></li><li>c. Committee reviews extenuating circumstances and application scores, makes final selections</li></ol></li></ol>	<p>5/28/2021</p>
<ol style="list-style-type: none"><li>4. Placement letters are emailed/mailed to families</li></ol>	<p>Week of May 31st</p>
<ol style="list-style-type: none"><li>5. Families may submit a written appeal within 10 school days of placement letter receipt based on the following factors:<ol style="list-style-type: none"><li>a. Incomplete Information</li><li>b. Process Abnormalities</li></ol></li></ol>	<p>6/11/2021</p>
<ol style="list-style-type: none"><li>6. Superintendent or designee review appeals<ol style="list-style-type: none"><li>a. Superintendent or designee accepts or rejects appeals based on the evidence</li><li>b. Superintendent or designee informs families of decisions via email</li></ol></li></ol>	<p>6/15/2021</p>
<ol style="list-style-type: none"><li>7. VLA student body finalized</li></ol>	<p>6/15/2021</p>
<ol style="list-style-type: none"><li>8. Any student who is not accepted in the VLA admission process may apply again at the next window. The district may accept applications for VLA admission 30 days before the start of each new semester; however, additional factors may go into the decision including but not limited to additional space, staffing, etc.</li></ol>	





### MoCo VLA Admission Rubric

Criteria		1--Unlikely to Succeed in Self-Directed Virtual Environment	2-- Unsure of Success in Self-Directed Virtual Environment	3--Likely to Succeed in Self-Directed Virtual Environment
Past Academic Performance	x2	Student has shown little success or variable success in all academic settings	Student has shown some success in virtual or in person learning environments with some missteps	Student has shown prior success in virtual or in person learning environment
Past Attendance	x1	Student attendance is inconsistent with live (zoom) sessions and assigned work is rarely completed	Student attends live (zoom) work sessions with some gaps and sometimes completes assigned work. OR Student rarely attends live (zoom) work sessions but consistently completes assigned work	Student consistently attends live (zoom) work sessions and successfully completes assigned work consistently demonstrating mastery of grade level standards
Work Habits	x2	Student does not work well independently, frequently gets off task and does not set goals or reach them when they are set collaboratively	Student can sometimes work well independently, sometimes gets off-task but redirects easily, sometimes sets goals and reaches them with support	Student works well independently, does not get off-task easily, often sets and completes goals
Family Supports	x1	Family/Student does not present plan to support student in virtual learning OR Family/Student's plan has major misconceptions of age-appropriate support OR Family/Student's plan has major gaps in support	Family/Student presents plan to support student in virtual learning that does not show awareness of age-appropriate needs or has minor gaps in support	Family/Student presents generally age-appropriate plan to support student in virtual learning
Need for Virtual Setting	x1	Application shows no evidence for why virtual instruction is needed or desired.	Application shows desire for virtual setting but does not have supporting documentation (if applicable).	Application shows compelling need/desire for virtual setting and general supporting documentation (if applicable)
Points Scored		(7-14 points)--Do not recommend	(15-17 points)- Recommend with Reservations (will require more frequent monitoring)	(17-21 points) -- Recommend

\_\_\_\_ Score

\_\_\_\_ Application flagged for review of extraordinary circumstances

**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

Morgan County Schools is considering a Virtual Learning Academy for the 2021-22 school year. This academy would serve students in grades K-12 utilizing an on light learning platform that is currently being identified. Students will who wish to be

### 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:** Muhlenberg 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 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

*Robby Davis*  
**Superintendent Signature**

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

*Stephanie Raper*  
**Local Board Chair Signature**

270-338-2871 robert.davis@muhlenberg.ky  
**Point of Contact Phone and Email**

April 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*



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**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?

☒

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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.
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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 Muhlenberg County School District Virtual Learning Academy and Program will consist of virtual learning provided through a variety of instructional strategies/methods including live web-communication, as well as, various educational

### 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:** Murray 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: 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

Lou Carter

Print Name of Primary Point of Contact

  
Local Board Chair Signature

(270)753-4363 lou.carter@murray.kyschools

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:**

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

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



## Murray Independent Application of Waiver of Kentucky Administrative Regulation Plan Narrative

For the 2021-2022 school year, Murray Independent plans to offer a virtual option for students in grades 6-12 as an 'academy' option embedded within our current schools. For students who select this option, we will utilize a combination of high quality instructional materials, strategies, and certified teachers. Primarily students will engage with the Edgenuity platform to receive high quality content in all areas. However, students will also receive a combination of live synchronous meetings with certified teachers as well as utilizing other platforms relevant to the student grade level. For instance in middle grades our students utilize Study Island for Science, IXL for Math and ELA, and other platforms when needed specifically for content and practice.

All students will utilize Google Classroom and Google Meet to communicate and stay on track with instruction. Students will be provided a school issued Chromebook to ensure equitable access to all platforms. Students will also receive individual support in learning to utilize and engage with these platforms.

Staff will be assigned to virtual students based on interest and enrollment, number of staff will be determined at a later date. Staff will include appropriately certified teachers for the student grade levels as well as classified support staff if necessary. Students who receive services through an Individual Education Plan, 504 Plan, Program Service Plan (EL), or Gifted and Talented Plan will continue to receive their services from the appropriate provider according to the student's individual plan and needs. Those providers will work with certified teachers monitoring virtual learning to ensure time and mode of receiving services is met for each student in the program.

Students must plan to attend virtual school on a regular school calendar, ensuring maximum support and learning each day. This time will be divided between synchronous and asynchronous instruction provided with the classroom teachers and through virtual platforms. Students will show evidence of work through completion of modules on Edgenuity, submission of assignments through Google Classroom, and performance based tasks through multiple platforms including Google Meet.

As part of the onboarding process for the virtual academy, students and parents will be required to apply and agree to a set of procedures that ensure the student is able to fully engage with the virtual academy each day. This includes but is not limited to: appropriate digital access, support beyond the school campus, and the ability for the student to attend during the regular school schedule. Additional policies and procedures will be in place to ensure that students not only meet these requirements for admission, but maintain them in order to maintain enrollment in the program. These policies will include academic requirements as well regarding failures and adequate progress.

Students will be marked twice daily for attendance/participation in virtual learning. Students will adhere to all Murray Independent and state regulations regarding attendance and truancy. The classroom teachers, school office staff, and District Director of Pupil Personnel will collaborate to ensure that accurate records are kept and students maintain appropriate attendance practices or are provided truancy interventions.

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



**School District:** Nelson 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**

Kelsey Berryman

**Print Name of Primary Point of Contact**

**Local Board Chair Signature**

kelsey.berryman@nelson.kyschools.us  
(502) 349-7000

**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:**

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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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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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

Students in sixth through twelfth grades will participate in virtual learning through performance based credits aligned to the Graduation Requirements set forth by the Kentucky Department of Education. Students will engage in flipped instruction curated by the instructor or a computer-based learning program (Edmentum) that is aligned to the Kentucky Academic Standards. Instructors will provide one-on-one or small group face-to-face instruction and support weekly, at minimum, with the student through Google Meet. In addition, in-person and virtual learning labs, collaborative projects, and study sessions will be provided to students within this model. Students may also be engaged in dual credit and workforce opportunities within the community. Students will complete weekly assignments within each of their courses on Google Classroom as evidence of work and outcomes. Additionally, students will engage in quarterly or semesterly projects conducted both in-person and virtually that allow students to apply the knowledge from their coursework to a future-driven experience, such as a community service project, community leadership program, or workforce development opportunity. Instructors for the sixth through twelfth grade virtual learning model will be certified in secondary education with at least one english and one math certified instructor.

Students who request to engage in virtual learning in grades kindergarten through fifth grade due to a medical need will require an attendance-based virtual learning experience through an attendance based mode. Enrollment shall be available based upon medical necessity. Students will receive a scheduled blend of face-to-face instruction through Google Meet, flipped instruction provided by the instructor on Google Classroom, and in-person small group or one-on-one instruction. Students will be required to complete daily tasks through Google Classroom to determine mastery of skills and content through the Kentucky Academic Standards. This shall serve as the means for collection of work and outcomes. Instructors for the kindergarten through fifth grade program will be elementary (K-5) certified teachers.

### 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:** Newport 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 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

*Tony Walls*  
**Superintendent Signature**

Jennifer Stewart  
**Print Name of Primary Point of Contact**

*Deborah Malone*  
**Local Board Chair Signature**

(859)292-3031, Jennifer.Stewart@Newport.k12.ky.us  
**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).*

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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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**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)

☒

**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.
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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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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

Newport Independent

### 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

## **Newport Independent**

### **Academy**

**Kindergarten - Grade 4** families may voluntarily enroll in their school's virtual academy. This school within a school model will enable students to be scheduled in a full-time virtual course load while maintaining their original enrollment. Teachers and other staff will be assigned to support and provide instruction aligned to the grade-level expectations in KAS with high level resources and curriculum. These assignments will encompass any and all services found within traditional settings and instructional models. Virtual instruction shall include synchronous strategies and current district resources and digital platforms, including all facets of the LMS to allow teachers to monitor students progress, garner interactions, and further engagement between the teacher and students. Student attendance in this blended learning group will be measured and tracked twice daily.

### **Academy**

**Grade 5- 12** will include performance based learning through a virtual academy model and will act as a virtual school within a school. Teachers and other staff will be assigned to support and provide instruction as needed to facilitate engagement and monitor student progress in addition to the use of an online learning program such as Edgenuity. Staff assignments will encompass any and all services found within traditional settings and instructional models. Virtual instruction shall include current district resources and digital platforms, including all facets of the LMS to allow teachers to monitor students progress, garner interactions, and further engagement between the teacher and students. Student attendance in this blended learning group will be measured and tracked daily.

### **Program (Non-Waiver)**

#### **Grade 5-12**

Newport Independent will continue to offer through our A5 school, Newport School of Innovation a fully online 5-12 school performance based learning platform. Teachers and other staff will continue to be assigned to support and provide instruction as needed to facilitate engagement and monitor student progress. Student attendance in this group will be measured through the performance based learning platform.



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



**School District:** Nicholas 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:

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

Sherry L. Curtis, Ph.D.

**Print Name of Primary Point of Contact**

  
Local Board Chair Signature

859-289-3770/sherry.curtis@nicholas.kyschools.edu

**Point of Contact Phone and Email**

4/28/21  
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**

☐

**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**

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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



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

Nicholas County Schools is requesting that online/Virtual Learning Only Academy students who are enrolled full-time be counted in attendance for the 2021-2022 school year. Nicholas County Virtual Learning Only Academy will provide both

### 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

*Greg Schultz*  
Superintendent Signature

**Print Name of Primary Point of Contact**

*Joyce Fletcher*  
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.
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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.
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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**

### **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:** Owen 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: 04/19/2021

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

Reggie W. Taylor

Print Name of Primary Point of Contact

  
Local Board Chair Signature

502-484-4009 / reggie.taylor@owen.kyschools.org

Point of Contact Phone and Email

04/20/2021

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:**

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**

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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 Owen County Virtual Academy will be a school within a school that will allow students enrolled in Owen County Elementary, Maurice Bowling Middle School, or Owen County High School the opportunity to be scheduled in a full-time

### 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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**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.
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## Appendix A - Plan Narrative

Owsley County Elementary and Owsley County High School would permit students that meet qualifications participate in an online virtual academy. This academy would consist of synchronous and asynchronous instruction where grade level teachers would use Google Classroom as the primary learning management system. Teachers would provide instruction and assistance

### 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:** Paintsville Independent Schools District

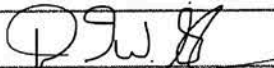
As superintendent of the named school district, I am requesting a waiver under KRS 156.160(2)(a) of Section 1, subsections (1) and (4) of 702 KAR 7:125 promulgated by the Kentucky Board of Education related to Pupil Attendance. The waiver(s) is requested in order to allow for attendance-based virtual 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: 4-29-2021

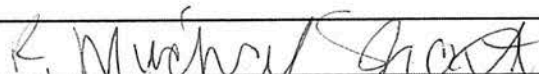
The approval is contained in the board minutes that are available for review at the district's central office. The original copy of this request is also available at the district's central office.

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

Jami Ward, DPP  
Print Name of Primary Point of Contact

  
Local Board Chair Signature

606-789-2654 jami.ward@paintsville.kyschd  
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:**

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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:

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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

The Paintsville Independent School District (PISD) established the Paintsville Virtual High School in 2019 to service jr/sr high school students. Due to pandemic, the Paintsville Virtual High School was not utilized and has remained inactive. As the Covid pandemic offered new normals and online learning became commonplace, PISD has further recognized the need to

### 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

The Paintsville Independent School District (PISD) established the Paintsville Virtual High School in 2019 to service jr/sr high school students. Due to pandemic, the Paintsville Virtual High School was not utilized and has remained inactive. As the Covid pandemic offered new normals and online learning became commonplace, PISD has further recognized the need to continue and further hone this learning setting as a program for all grade levels. For the 21/22 school year, PISD intends to establish Tiger Virtual Program (TVP) to meet the needs of students who choose to be online learners grades K-12. PISD will assign stringent criteria for entering and exiting the programs. Students participating in TVP will receive instruction through Edgenuity (or something comparable). In addition to curriculum and instruction provided by a third party tool, Edgenuity, a certified teacher will be assigned to actively monitor student progress, provide support instruction, and meet with students on a regular basis. In order to meet the needs of all students (K-12) who choose virtual during the 2021-22 school year, PISD will apply for the Attendance Waiver to expand a virtual option K-12. Adhering to the assurances above, the district will:

- Establish and implement entrance and exit criteria including committee based selection.
- Ensure students are provided access to support and instruction from a certified teacher.
- Provide office hours to a certified teacher.
- Enrollment and recommended staff/student ratio will determine staffing. At inception, the Program will be supervised by one (1) director K-12 and facilitated by one (1) teacher K-5 and one (1) teacher 6-12. ***Maximum class sizes established in statute, KRS 157.360, apply equally to in-person classes and virtual classes The maximum class sizes established in KRS 157.360(5)(a) are as follows: • Primary grades: 24 students to 1 teacher; • Grade 4: 28-to-1; • Grades 5-6: 29-to-1; and, • Grades 7-12: 31-to-1. However, a middle or high school teacher also cannot exceed 150 pupil hours per day.... the recommendations are clear and should be considered applicable to K-12 education as well. Specifically, current research suggests a targeted enrollment, where feasible, of 15-20 students per virtualcourse.*** <https://education.ky.gov/comm/Documents/Virtual%20Learning%20and%20Class%20Size%20FINAL.pdf>
- Provide daily synchronous and asynchronous learning events and social interaction, such as Google Meets, Zoom meets, etc) to support the third party tool, Edgenuity. These opportunities will be aligned with attendance
- Monitor, review, and evaluate student work and progress including participation in synchronous and asynchronous learning events on a day-by-day regular basis.
- Students in special populations will be assigned to respective caseloads and have access to ESS (Extended School Services with a qualified educator) to ensure needs are met.
- Develop program guidelines including behavior, attendance/participation and academic expectations as well as punitive measures. Student preference will only be allowed to enter/exit virtual at designated times. Students may be placed/removed from virtual at any time at the school discretion.
- Design Blended Learning Groups to accommodate virtual learning groups and attendance records.
- Maintain records of attendance ***twice*** daily through student participation in synchronous and/or asynchronous learning events for grades K-5.
- Maintain records of attendance ***each class period*** (7 period day - separate period each course) through student participation in synchronous and/or asynchronous learning events for grades 6-12.

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



**School District:** Paris 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: May 18, 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**

Stephen McCauley  
**Print Name of Primary Point of Contact**

**Local Board Chair Signature**

Patrice Thompson patrice.thompson@paris.k  
**Point of Contact Phone and Email**

April 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.
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

Paris Independent Schools will begin school on August 11, 2021 with a virtual online distance learning option called Greyhound Academy, a remote/virtual learning experience. The Greyhound Academy is a fully remote learning experience for all students and families. Students in Greyhound Academy will continue their daily remote learning day. The teachers'

### 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:** Pike 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: 4/8/21

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

[Signature]

**Superintendent Signature**

Freddie Bowling

**Print Name of Primary Point of Contact**

[Signature]

**Local Board Chair Signature**

606-794-1121 freddie.bowling2@

**Point of Contact Phone and Email** pike.kyschools.us

4-8-2021

**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.
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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

The Pike County School System established the Pike County Virtual Academy (PVA) in 2021 to service high school students (grades 9-12) who request that the virtual setting will best meet their academic needs. The Pike County School System

### 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:** Pikeville Independent

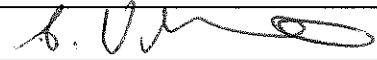
As superintendent of the named school district, I am requesting a waiver under KRS 156.160(2)(a) of Section 1, subsections (1) and (4) of 702 KAR 7:125 promulgated by the Kentucky Board of Education related to Pupil Attendance. The waiver(s) is requested in order to allow for attendance-based virtual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

Johnny M. Belcher  
**Print Name of Primary Point of Contact**

  
**Local Board Chair Signature**

johnny.belcher@pikeville.kyschools.us (606  
**Point of Contact Phone and Email**

04/21/2021  
**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:

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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:

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

Students will fill out an application to be approved to attend the virtual academy through a committee. Instruction will be delivered for students in the virtual program through Edgenuity (Courseware grades 7-12 and Pathblazer K-6). Additional resources used with K-6 will be Lexia and Dreambox. Enrollment will determine staff deployment. One teacher will be

### 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:** Rockcastle 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: May 11, 2021 (Conditional)

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.

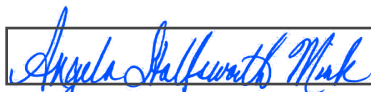
I understand that this waiver request is subject to the review and approval of the Kentucky Board of Education (KBE). I further understand that if the KBE approves the waiver request specifically detailed herein, this application and its contents shall become a binding memorandum of understanding (MOU) 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

Marcus Reppert

Print Name of Primary Point of Contact

  
Local Board Chair Signature

606-256-2125 marcus.reppert@rockcastle.ky

Point of Contact Phone and Email

5/4/2021

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

Our virtual school will be called MyRock Online and will have a principal and up to 6 certified staff members depending on the number of applicants. We will have at least one certified elementary, middle, and high school teacher for MRO that has proved proficient at providing virtual instruction. We will have an application process and orientation that will be required.

### 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:** Rowan

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

*John Maxey*

**Superintendent Signature**

John Maxey

**Print Name of Primary Point of Contact**

*Rick Whelan*

**Local Board Chair Signature**

Rick Whelan

**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:**

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.
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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.
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 Rowan County School District is requesting a waiver to allow students to enroll in full-time virtual for the 2021-2022 school year utilizing the Academy model. This school within a school model will enable students Kindergarten through 12th.

### **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—Rowan County

The Rowan County School District is requesting a waiver to allow students to enroll in full-time virtual for the 2021-2022 school year utilizing the Academy model. This school within a school model will enable students Kindergarten through 12th Grade to participate virtually. These students shall be assigned a schedule that aligns with the standard in-person student's schedules and the hour requirements. Principals and counselors shall ensure that virtual student's schedules align with the standard day of in-person students.

Certified teachers will provide instruction to students that have been approved. Only students determined to have appropriate digital access and support will be approved. Parent/guardian must have digital access (internet) in the home. Internet services are deemed appropriate if a You Tube video may be viewed with good quality. The Rowan County Board of Education will provide Chromebooks if necessary. Laptops, desktops, Chromebooks are acceptable. However, a smart phone is not acceptable. The Rowan County Board of Education has established a Help Desk to assist with trouble shooting. A full time Digital Learning Coach will be available to support instructional technology for both teachers and students. Rowan County Board of Education will provide detailed information to families regarding the requirements for enrolling in the Viking Virtual Academy via email, district and school web pages, recorded webcasts, and FAQ sheets. An application has been developed and timelines established for submission/approval/notification/reason.

All virtual students will follow the same grade level Kentucky Academic Standards aligned curriculum, pacing and assessments (common formative and summative) as in-person students. All virtual students will also be progress monitored to determine gaps in content knowledge as well as providing virtual supports when needed to address identified gaps (EL, Special Education, etc). If needed, based on data, students will be provided accelerated opportunities. Student work will be collected and maintained. The Academy will implement digital platforms including Zoom and/or Google Meet. These permit two-way visual and verbal interactions between teacher and student. The teacher will monitor student's progress and engagement. All staff identified as part of the Academy will be provided targeted professional learning focused on specific technology tools and virtual instructional strategies delivered by our Digital Learning Coach.

Certified teachers will input attendance into Infinite Campus. Attendance guidelines shall be followed. The District has developed policies to address virtual attendance including internet outage and the process to return to in-person instruction for truancy violations. This information has been added to the Code of Acceptable Behavior and Discipline for the 2021-2022 school year. Attendance clerks at each school will reconcile attendance for each course/period to ensure proper codes are entered. All students enrolled in the Viking Virtual Academy shall be marked as non-transport. Relevant staff will be trained and information reviewed periodically to ensure compliance. Rowan County Food Service Director will closely monitor for possible USDA waivers for students enrolled in the Viking Virtual Academy.

Students shall not be placed in Viking Virtual Academy due to disciplinary reason or involuntarily placed. The Admissions and Release Committee shall document the student's enrollment in Viking Virtual Academy in the ARC Conference Summary prior to placement. The Section 504 Committee will document enrollment in the Section 504 Conference Summary. Trainings shall be provided to all special education staff, ARC Chairs, and Section 504 Charis on this issue. The district shall fully comply with all applicable laws and regulations.

**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?**

- |  |   |  |  |
|--|---|--|--|
| <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

For the 2021-2022 school year, students choosing to participate in any form of virtual learning within our district will be required to complete an application for approval. A district team, comprised of a variety of stakeholders, will review and approve applications based upon the following criteria: Past virtual performance, participation, grades and extenuating

### 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

For the 2021-2022 school year, students choosing to participate in any form of virtual learning within our district will be required to complete an application for approval. A district team, composed of a variety of stakeholders, will review and approve applications based upon the following criteria: Past virtual performance, participation, grades and extenuating circumstances. Students who receive approval to participate virtually will have scheduled intake meetings with school staff prior to starting so that guidelines and expectations can be clearly communicated to both parents and students. Each school will establish virtual points of contact for parents and students to utilize throughout the school year. Certified teachers will be assigned as virtual program teachers based on the determined needs for the upcoming school year. All students will have this opportunity to participate virtually, while also remaining enrolled in their A1 school of origin. The district will continue to utilize the Edgenuity Pathblazer Curriculum with our K-5 students during the upcoming year. In addition to using this virtual platform, other instructional models will also be used. This could include Google Classroom, ZOOM and other virtually based resources to meet the needs of our students. Supplemental resources will be used by the virtual instructors to support the learning needs of our students and to provide additional interventions as needed. Students will be required to follow a daily schedule that aligns to our in-person schedule model, as well. There will be required virtual meetings for all students who are approved for this model. Students will be required to do two checks in per day so that attendance can be monitored via Infinite Campus. Students failing to do so will be considered absent and truancy classifications will apply to virtual students just as they are with in-person learners. A quarterly review, including a face to face meeting with parents and students, will be conducted to ensure that all students are making adequate progress. Students failing to reach quarterly goals will be required to return to our campuses for in-person instruction.

**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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## **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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**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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**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.
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## Appendix A - Plan Narrative

Scott County Schools  
Virtual Learning for School Year 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



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



**School District:** Shelby County Public Schools

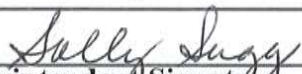
As superintendent of the named school district, I am requesting a waiver under [KRS 156.160\(2\)\(a\)](#) of Section 1, subsections (1) and (4) of [702 KAR 7:125](#) promulgated by the Kentucky Board of Education related to Pupil Attendance. The waiver(s) is requested in order to allow for attendance-based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

Susan Dugle  
**Print Name of Primary Point of Contact**

  
**Local Board Chair Signature**

susan.dugle@shelby.kyschools.us, 502-633-1  
**Point of Contact Phone and Email**

April 22, 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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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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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

Shelby County Public Schools seeks a Pupil Attendance waiver (for K-5 students only) that will attend an expansion of our Cultivate (virtual) Academy, a “school within a school” program that utilizes facility space at the Shelby County Area

### 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.)

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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)

☒

### **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**

☒

**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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## Appendix A - Plan Narrative

This plan is conditional based on the approval at the May 20th board meeting. Simpson County Schools will be offering a virtual academy for grades K-12. We will be utilizing our current Learning Management System, Schoology as well as Edgenuity to provide both synchronous and asynchronous learning. We will have certified teachers at the elementary and

### Duration

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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:**

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**

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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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**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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**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

Spencer County School District believes that all students are entitled to a personalized learning experience. As a result we are committed to providing students a variety of ways to access the learning process. This includes a virtual opportunity for

### 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:**

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**

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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)

☒

### **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

Our district will be using a web-based instruction program for students who are opting for virtual learning in grades kindergarten through fifth grade. A certified teacher will be available for online support and to take attendance twice per day. ~~The certified teacher will also keep in contact with the students and parents to ensure their needs are met.~~

### 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:** Todd 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 12, 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**

Jennifer Pope  
**Print Name of Primary Point of Contact**

  
**Local Board Chair Signature**

(270)-265-2506 jennifer.pope@todd.kyschools.us  
**Point of Contact Phone and Email**

April 13, 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?**

<b>Kindergarten</b>	<b>1st Grade</b>	<b>2nd Grade</b>	<b>3rd Grade</b>
<b>4th Grade</b>	<b>5th Grade</b>	<b>6th Grade</b>	<b>7th Grade</b>
<b>8th Grade</b>	<b>9th Grade</b>	<b>10th Grade</b>	<b>11th Grade</b>
<b>12th Grade</b>			

**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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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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## **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:** Trigg 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: 4-22-2021

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

Bill Thorpe  
Superintendent Signature

Bill Thorpe  
Print Name of Primary Point of Contact

Jo Alyce Harper  
Local Board Chair Signature

Jo Alyce Harper joalyce.harper@trigg.kyschools.us  
Point of Contact Phone and Email

4/28/2021  
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.**

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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?**

- |  |   |  |  |
|--|---|--|--|
| <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.

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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

### Duration

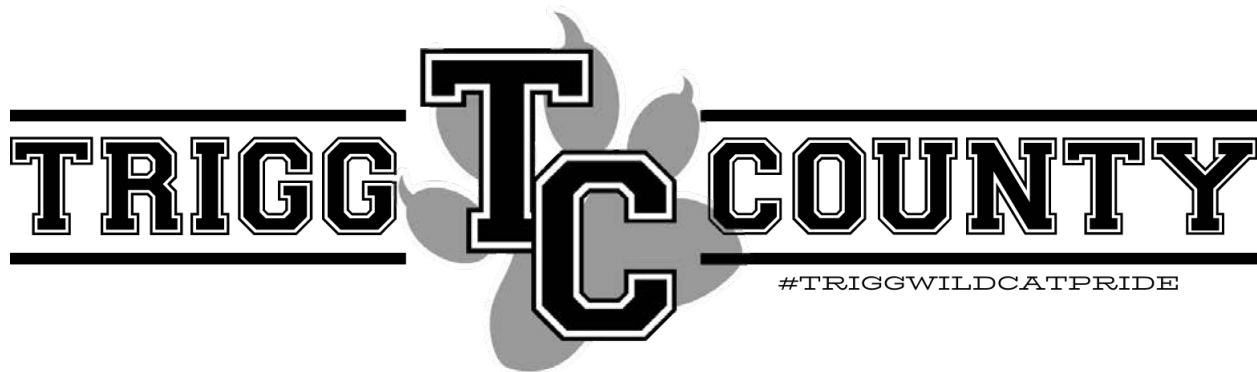
If approved by the KBE and signed by the Commissioner of Education or authorized designee, this MOU shall be effective beginning July 1, 2021 and shall continue in effect until June 30, 2022 or termination as provided herein, whichever occurs first.

### 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



Bill Thorpe

Superintendent

[bill.thorpe@trigg.kyschools.us](mailto:bill.thorpe@trigg.kyschools.us)

(270)522-6075

### **Trigg County Public Schools Virtual School Waiver Narrative**

Trigg County Public Schools will offer a virtual learning academy for students in grades six through twelve as part of an A5 school. School officials feel that these grade levels are better suited for virtual learning as they are more able to work independently if necessary.

The virtual learning academy will be supervised by the Director of Student Services and taught by teachers at Trigg County Middle and Trigg County High schools.

Students who wish to participate in the virtual learning academy will be required to submit an online application to be reviewed by school administrators before being allowed to participate. Students will need a valid reason to participate in virtual learning and must have been successful in the academy during the 2020-2021 school year.



**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

*Jessica Wilcoxson*

**Superintendent Signature**

**Print Name of Primary Point of Contact**

*Allie Wright*

**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**

### **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.

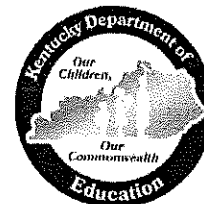
### **Termination**

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:** Union

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

*Patricia Shaffer*  
Superintendent Signature

Sheri Collins  
Print Name of Primary Point of Contact

*Jennifer Buckman*  
Local Board Chair Signature

270 389 1694 Sheri.collins@union.kyschools.us  
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:**

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

- |  |   |  |  |
|--|---|--|--|
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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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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

*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.*

Union County Public Schools vision for virtual education in an A5 program setting and an academy setting will be for teachers to utilize a variety of technology tools, that they already use, to support learning that isn't face to face be as effective and as close as possible to what they would participate in on a normal school day. Teachers will develop lesson plans that can deliver the same content over a virtual platform. Students will participate in virtual instruction and use online resources by accessing them through the district's Google platform. The district has developed a plan to increase the level of Google Certified teachers in each building to help with the implementation of using Google Classroom and Google resources to organize virtual instruction so that it is easily accessible to all students. As new teachers are hired into the district, the use of Google classroom will be evaluated and added as a training topic as necessary as part of our new teacher academy. Teachers will be able to use a variety of resources to communicate to students expectations and for students to receive help or direct instruction. Our teachers already use various online and/or supplementary resources as part of their instructional designs, so they are well equipped to use them as part of a virtual plan. The Union County School district plans to blend both its current learning management systems at the middle and high school levels and push these resources down to the elementary level as well. Digital platforms we will use will be Google Classroom which will help students access assignments and communication with teachers, Edgenuity an online learning management system that can be custom tailored to fit teacher lessons and pacing, along with additional digital and/or print resources at the elementary level to address continuation of learning for virtual students.

A virtual instructional day will include assignments from the core areas of: Math, Reading, Science, Writing, and Social Studies. Elementary will alternate lessons between their specials classes. Students in grades 6-12 will have assignments based around each of their class periods. As a district, we continue to further embrace the use of blended learning to meet the needs of our students. Also, as part of planning for the upcoming school year, annually, teachers will review the lessons utilized, and modify as needed to assure they meet the needs of their students. Gifted/Talented staff along with Special Education staff will collaborate with regular classroom teachers to provide modifications based upon the results they saw from their students' participation level and performance from this past year. All teaching staff are available via phone or email during planning periods and designated staff will be assigned to help students with questions between the hours of 8:00 and 3:00. Student work will be monitored and collected through Google Classroom and student work drop off on a daily or weekly basis that is comparable to what non-virtual students will be expected to complete. Student Grading and outcome expectations will also be aligned with non-virtual students and reporting and monitoring completed through Infinite Campus and access to students and parents provided.

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



**School District:** Walton-Verona 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 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.

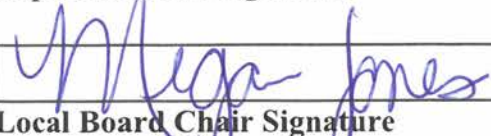
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By signing below, the Superintendent and Board Chair affirmatively state that all information contained herein is true and correct to the best of their information and belief, and that they possess authority to bind the school district to this application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

  
Superintendent Signature

Rob Hartman

Print Name of Primary Point of Contact

  
Local Board Chair Signature

859.485.4181 robert.hartman@wv.kyschools

Point of Contact Phone and Email

4/29/2021  
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:

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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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**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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☒ **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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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

### Application Rationale

Walton-Verona Independent Schools is requesting the waiver under KRS 156.160 of section 1, subsections 1 and 4 of 702

### 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 Rationale

Walton-Verona Independent Schools is requesting the waiver under KRS 156.160 of section 1, subsections 1 and 4 of 702 KAR 7:125 related to pupil attendance. This application, if granted, will only be put into action if the number of students wishing to access a virtual option for public school exists in our district to a large degree. Our district would have to survey families in order to answer the question: "If a virtual option did not exist, would you enroll your child elsewhere?" This number of students would have to be significant enough to warrant the formation of a virtual academy and the subsequent hiring of additional staff. At present, Walton-Verona Schools does not have the data in hand to support this decision to be put into place with 100% certainty.

## Delivery of Instruction

Walton-Verona Independent Schools intends to have a virtual academy which will encompass all grades K-12. K-5 instruction will be facilitated with a teacher using Edgenuity "My Path." The 6-12 will be conducted with a teacher using "Pathblazer." All virtual students will be supplied with a school-issued Chromebook with which to complete his/her work.

For grades K-5, the virtual instructor will be a person certified to teach all grades. The teacher will be expected to conduct regular virtual meetings with students and parents. Whole family engagement will be extremely important so that we can be assured the student understands concepts presented in the virtual platform and that parents are also abreast of any student difficulties with content or navigation of the platform. All work will be done and submitted online. Assessments are given within the platform to gauge student achievement. What's more, Edgenuity is a partner with NWEA which has been a leader in computerized diagnostic and norm referenced testing. We have used NWEA since the mid-2000's and have used this data regularly to help plan for our students' unique needs. Teacher will be expected to give live assessments of basic literacy and numeracy skills that will be developed in the primary grades. Children with special needs will be encouraged to attend school in person, but if we enroll certain students with special needs in the virtual academy, they will also be remotely serviced by a special education teacher so that their IEP goals may be monitored and ARC meetings happen within appropriate timelines.

For grades 6-12 instructors will be certified in content areas and therefore Walton-Verona Schools will need to assign certain teachers to virtual caseloads or will need to hire additional staff to cover the needs of these students. Students will progress through their online coursework which having regular interaction with a live teacher in order to clarify misconceptions with content. All work will be done and submitted online. Assessments are given within the platform to gauge student achievement. What's more, Edgenuity is a partner with NWEA which has been a leader in computerized diagnostic and norm referenced testing. We have used NWEA since the mid-2000's for our students through 9<sup>th</sup> grade. WV Schools have used this data regularly to help plan for our students' unique needs. Children with special needs will be encouraged to attend school in person, but if we enroll certain students with special needs in the virtual academy, they will also be remotely serviced by a special education teacher so that their IEP goals may be monitored and ARC meetings happen within appropriate timelines.

For both groups of virtual learners, regular reporting of progress will take place as it does with in-person traditional students. Mid-term and quarterly report cards will be supplied to parents with a chance to solicit feedback from parents on their child's progress. Attendance will be tracked using guidelines from KDE within the Infinite Campus attendance tab.

An additional benefit for incoming/new students to the Walton-Verona Independent School District, is that if they were previously working virtually in their former districts, they will be able to continue that work here. Students using Edgenuity are in a state-wide system and therefore, their credits will transfer and classwork in their various courses should be seamless.

Virtual students will still have access to all the same clubs, athletics, extra-curriculars, counseling, therapies and other opportunities that a traditionally educated child would have. Parents will still have the ability to serve on SBDM councils, PTA and/or other school committees.

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



**School District:** Webster 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 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**

Greg Bowles  
**Print Name of Primary Point of Contact**

  
**Local Board Chair Signature**

270-63905083 greg.bowles@webster.kyschd  
**Point of Contact Phone and Email**

04/27/2021  
**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

☒ 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.
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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.
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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

Remote Learning (all of our classrooms have cameras)  
Available for K-12 Synchronous Model

### 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:** Whitley 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 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

  
**Superintendent Signature**

Patrick Bowlin  
**Print Name of Primary Point of Contact**

  
**Local Board Chair Signature**

606-549-7000 EXT. 2049, patrick.bowlin@v  
**Point of Contact Phone and Email**

April 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:

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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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**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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**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

The Whitley County School District wishes to participate in virtual learning for 2021-2022 school year in grades K-12. All students will be enrolled as full-time students at their normal school of assignment. Virtual students will have schedules 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



The Whitley County School District wishes to participate in virtual learning for 2021-2022 school year in grades K-12. All students will be enrolled as full-time students at their normal school of assignment. Virtual students will have schedules that align with the normal in-person schedule of their assigned school and must maintain full-time enrollment. Compulsory attendance laws, regulation and policies will be followed for all virtual learning students and monitored and reconciled by school and district administration. Virtual learning students will be documented as non-transported students in Infinite Campus.

In grades K-8, the Whitley County School District will only offer the virtual learning option for students that have extenuating circumstances. Virtual learning options in grades K-8 will be determined by the number of requests and approvals in specific schools. Instruction in grades K-8 will received instruction from dedicated virtual teachers and/or a secondary content provider with tracking two times per day from a certified teacher.

In grades 9-12, the Whitley County School District would like to continue to offer a virtual learning option for students that meet criteria set forth by the district. Students in grades 9-12 will receive instruction from dedicated virtual teachers and/or a secondary content provider with tracking two times per day from a certified teacher.

The Whitley County School District will be gathering information to determine the best form of staff deployment for virtual learning in the months of May and June through school surveys, guardian surveys, and feedback. Interested guardians/students will have to complete an application and on-boarding process to determine which district program will promote student learning and achievement.

Teachers and students will use district-wide approved instructional strategies and learning platforms for virtual learning. Google Classroom, Infinite Campus Campus Learning Suite, Zoom, Remind, and Edgenuity are all forms of instruction delivery and communication tools that have proven to be successful in the virtual learning option. Teachers will be instructing students daily in a virtual classroom setting to determine progress, mastery and understanding of subject material. Teachers will also use formative assessments to measure performance goals for virtual learning students.

Students with disabilities that want to participate in the virtual learning option will complete an application and submit to the school administration. If the student meets the criteria for virtual education the ARC will amend an individualized plan for the student to ensure all special education, related services, and accommodations are met.

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



**School District:** Williamsburg 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 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

Print Name of Primary Point of Contact

Local Board Chair Signature

549-6044 tim.melton@wburg.kyschools.us

Point of Contact Phone and Email

4-21-2021

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?**

- |  |   |  |  |
|--|---|--|--|
| <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 Virtual Academy at Williamsburg City School was developed to meet the needs of all students in Whitley County. The basis of the academy centers around the work being done at Williamsburg City School. Students will receive instruction synchronously throughout the day from Williamsburg teachers. There will be times that students do work asynchronously.

### 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



**Williamsburg Independent  
School District  
Virtual Learning Academy**



**2021-2022**

- Plan will be signed by school officials, parent/guardian (if student is less than 18 years of age), and student

### **Individual Learning Plan Addendum (ILPA)**

- If accepted in the program, the Virtual Learning Committee will create an ILPA for the student.
- The ILPA will outline requirements for the student to remain in the virtual learning program and/or transition to the regular classroom setting.
- The Virtual Learning Committee may require additional services for the student (i.e. mental health assessment, counseling services, doctor checkup, etc).

### **Expectations for Learning**

- Students may use the school device assigned in compliance to the district technology agreement and acceptable use policy guidelines.
- Students must log on to live meeting for each assigned class, from 8:00 am to 3:00 pm.
- Students must actively participate in discussions and activities without distractions, with the camera and microphone on.
- Students must complete assignments within the same timeframe given to in-seat students.
- Students must comply with all procedures and requirements as instructed in the student/parent handbook and each classroom's rules.

### **Grades**

- A final grade for each course will be awarded upon completion.
- Grading scale will follow that of the school district.
- Students participating in The Virtual Learning Academy will not be eligible for honors recognition at graduation.

### **Discipline**

- Please refer to the code of conduct in the Student/Parent Handbook

### **Course Progression**

- Students are expected to log in to live instruction from 8:00 am until 3:00 pm, Monday through Friday, for online classes. Core classes (graduation requirement) will be given priority over electives.
- If students do not meet adequate weekly progress (attendance and participation in each class) compulsory attendance laws will be enforced by the Director of Pupil Personnel.



**Purpose:**

- The purpose of the Williamsburg Independent School District Virtual Learning program is to provide motivated, independent learners with engaging, student-centered courses that meet each student's educational needs in an online environment that allows flexible, individualized learning.

**Eligibility:**

- Virtual placements may be utilized for students in grade levels K-12.
- Students must meet minimum reading level requirements.
- Student must have access to a computer capable of running software and a reliable internet connection.
- The Virtual Learning Committee consisting of the Director of Pupil Personnel, Principal, Guidance Counselor, School Social Worker and a teacher will use the application process to determine eligibility for placement in the virtual program based on a legitimate student need.
- Students receiving special education services may participate based on Admissions Release Committee (ARC) recommendation.
- Virtual Learning Committee may require additional documentation (i.e. statement from doctor or licensed therapist, parent questionnaire, etc.).

**Enrollment Steps****For students new to the district:**

- Parent/Guardian must fill out initial school paperwork
- Present copy of birth certificate, immunization records, other health records
- Present educational records and authorize release of educational records from previous school
- Submit virtual learning application
- Virtual Learning Committee may request additional documentation (i.e. doctor's statement, statement from licensed therapist, parent/student questionnaire)
- Students may be required to take a reading and/or math placement exam
- If accepted, an Individual Learning Plan Addendum (ILPA) and schedule will be created
- Plan will be signed by school officials, parent/guardian (if student is less than 18 years of age), and student

**For students already enrolled in the district:**

- Submit virtual learning application
- Virtual Learning Committee may request additional documentation (i.e. doctor's statement, statement from licensed therapist, parent/student questionnaire)
- Students may be required to take a reading and/or math placement exam
- If accepted, an Individual Learning Plan Addendum (ILPA) and schedule will be created

**Interventions:**

- Student progress will be reviewed and documented weekly by school personnel.
- Students will be in contact daily with staff.
- Students will be scheduled for mandatory 30-day (30, 60, 90, etc....) reviews with staff.
- Students not meeting adequate academic and attendance progress will have the following interventions:
  - ❖ Week 1: Student will be messaged in Campus Learning and/or the student's school email and called by the program supervisor.
  - ❖ Week 2: Student will be messaged, called, and the School Social Worker and School Resource Officer will make a home visit.
  - ❖ At the end of Week 2, staff and committee members will have a conference with the student and family. If progress isn't met by the end of Week 2, the student may be required to return to in-seat instruction at Williamsburg City School or the student's home district.
  - ❖ After 2 weeks of lack of progress, the Director of Pupil Personnel will notify family and student of lack of progress and could formally file truancy charges against parent or student for lack of progress.

**Required Courses:**

- The Virtual Learning Committee will develop an individual plan for each student with specific course requirements.
- Students will be required to complete at least the same number of courses as traditional students during a school year.
- Existing credits from a non-public high school must be pre-approved by the Virtual Learning Committee. Students may be required to take a placement exam.
- Additional learning materials (textbooks, calculators, manipulatives, etc.) would need to be picked up from the school as required by the teacher to complete assigned work.
- All school required assessment (CERT, MAP, AR, etc.) must be completed on campus, at a scheduled time, with transportation provided by the student or parent.

**Graduation Requirements**

- Students must meet district graduation requirements to earn a diploma.
- Students are required to take all state mandated assessments onsite at a location within the Williamsburg Independent School District.

**Extracurricular Activities:**

- Students enrolled in the Virtual Learning Academy will be allowed to participate in Williamsburg City School prom and graduation upon approval by high school administration.

- Students enrolled in the Virtual Learning Academy will be allowed to participate in afterschool clubs or programs at Williamsburg City School.
- Students enrolled in the Virtual Learning Academy will be eligible to participate in athletics at Williamsburg City School per KHSAA Bylaw 1.



**Virtual Learning Academy**  
**Virtual Learning Application/Interview Form**

Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_

Parent/Guardians: \_\_\_\_\_

Parent/Guardians email address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Last school attended: \_\_\_\_\_

Address of last school attended: \_\_\_\_\_

Interview Form to be completed by Parent/Guardian:

Why would placement in virtual learning be better for your child than the traditional classroom setting?

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Does your child have documented physical or mental health needs that would make virtual learning a more appropriate placement? If yes, please explain:

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Do you have a computer and reliable internet service in your home? Yes \_\_\_\_\_ No \_\_\_\_\_

Will you be able to provide transportation for your child to and from school for tutoring if needed and state mandated testing? Yes \_\_\_\_\_ No \_\_\_\_\_

Do you agree to make every effort to ensure that your child is successful in the virtual learning program?  
Yes \_\_\_\_\_ No \_\_\_\_\_

I acknowledge and understand the steps outlined in the Student Expectations and Interventions guidelines.

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date



**Interview form to be completed by Student:**

Why do you need to be enrolled in virtual learning?

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Why do you think you can succeed in the virtual learning program?

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When will you do your work?

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Have you had any discipline problems at your last school? If yes, explain:

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Did you have attendance problems at your last school? If yes, why?

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---

What are your plans after high school? How will you achieve these plans?

---

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Do you agree that you will strive to make progress in all of your classes? Yes \_\_\_\_\_ No \_\_\_\_\_

Do you agree to take and do your best on all state mandated tests? Yes \_\_\_\_\_ No \_\_\_\_\_

Do you agree to come to school for tutoring if needed? Yes \_\_\_\_\_ No \_\_\_\_\_

Do you agree to follow the student code of conduct? Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Student signature

\_\_\_\_\_  
Date

**Application for Virtual Learning  
Virtual Learning Committee**

\*This section is to be completed by the Virtual Learning Committee\*

Name of Student: \_\_\_\_\_

Date Received: \_\_\_\_\_ Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Incomplete: \_\_\_\_\_

If approved, date student will start virtual learning: \_\_\_\_\_

If denied, reason for denial:

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If incomplete, type of additional information requested:

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Signatures of Committee Members:

Principal: \_\_\_\_\_ Date: \_\_\_\_\_

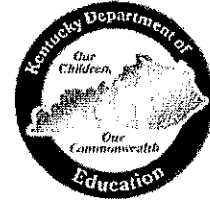
Guidance Counselor: \_\_\_\_\_ Date: \_\_\_\_\_

School Social Worker: \_\_\_\_\_ Date: \_\_\_\_\_

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

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



**School District:** Woodford 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 26th, 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

Garet Wells  
Print Name of Primary Point of Contact

  
Local Board Chair Signature

859-879-4600  
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

☒

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

Much like this year, students will be required to attend live class sessions via google meets at designated times. Unlike this year, this class will be a 4/5 split, meaning one Virtual Academy teacher will be responsible for teaching both 4th and 5th grades.

### 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