

## **Credit Flexibility–A Pathway to Graduation: Teacher of Record and Highly Qualified Teacher Requirements**

**May 10, 2011**

*This transcript has been edited from the original transcript for ease of reading.*

### **Pre Conference**

**Slide Show**      **1-13**

**Slide**              **14**

**Jennifer Reed:**      I'd like to thank everyone very much for joining us today. This is the third web conference in the series that is being presented by the Ohio Department of Education regarding credit flexibility.

We will have a question/answer segment where we will be offering folks the option to ask questions verbally. This meeting is being recorded as we do provide an archive of the event for the Ohio Department of Education that will be posted to its website. At this time, I'd like to turn it over to Patti Grey.

**Patti Grey:**              Good afternoon. Thank you, Jennifer, and thank you to Great Lakes East for partnering with the Ohio Department of Education to provide these web conferences on credit flexibility. I'm Patti Grey with ODE's Office of Communications and Outreach. Welcome if this is your first time to one of our web conferences or welcome back if you've participated before.

**Slide**                  **15**

**Patti Grey:**              This web conference is focusing on teacher of record and HQT for credit flexibility plans. The objectives are to increase your understanding of HQT, to share information about EMIS that supports credit flexibility and to respond to your questions about HQT and credit flexibility implementation. We will start with some opening remarks from Wesley Williams III, who is the director of the Office of Educator Equity at the Department.

Throughout the presentation, there will be three opportunities for you to share. One is a poll with multiple choice questions that I will invite you to participate in. We will do this poll before Wesley's comments. Then, later in the web conference, there will be two chat pods where questions on a specific topic will be made available for you to share information and

discuss your experiences. Since some of you are participating by phone only; so when we're doing questions in the chat pods we will read the questions and comments that we're getting. There is a chat pod that you will see under the PowerPoint presentation for you to ask any questions or pose any information that you might like during the presentation. We'll take feedback at the end of the presentation through a very, very brief survey. Resources and documents are available on the ODE website and also can be downloaded in the document download resource pod that you see to the left side of your screen. We will archive this presentation, the PowerPoint and a Q&A as soon as possible after this presentation on the credit flexibility page of ODE's website. If we can now show the poll, the poll is where we're going to ask you to help us understand how many credit flexibility plans you are anticipating for the 2011-2012 school year. Those of you who are at a computer, would you input your answer on what you anticipate; whether it's completely accurate or not, that will just help us. You can enter your answers now.

## **Polling Question Being Displayed**

Again, we're asking you to input answers. There you go. Thank you very much for giving us this information. It's now my pleasure to turn the presentation over to Wesley Williams.

## **Slides**

**15-25**

### **Wesley Williams:**

Thank you, Patti. Good afternoon. It's a pleasure to be with you this afternoon. We're really delighted to share this information with you. We hope that it will continue to add clarity and guidance to you as you move forward with working with your students who are developing student credit flexibility plans. The first slide that you see here is really just this whole notion of understanding the three highly qualified teacher requirements that are found in the elementary secondary education act, which of course is No Child Left Behind legislation.

*(Slide Change)* There are essentially three highly qualified teacher requirements. It's very important for me to mention that all three requirements that must be met for a teacher to have the highly qualified teacher status.

*(Slide Change)* So as you can see, the first requirement is very simple, a teacher needs to have a bachelor's degree with the documented evidence of the official transcript confirming that degree. The teacher also needs to hold, the term we use in Ohio is, a full credential, which is a certificate or license. That certificate or license credential needs to be appropriate to the grade and core academic subject that the teacher is teaching.

The third requirement, which is equally important as the first and second requirement, is this whole notion that the teacher must have documented evidence that he or she has demonstrated subject matter expertise in the core academic subject or subjects that the teacher has been assigned to teach. I do want to take a moment for us to look at the core academic subjects that are in parenthesis on the slide. It's very important that we be mindful of those core academic subjects, because the HQT requirements are only applicable to these subjects in this particular section on this slide. Forgive me for reading the subjects, but I do want to over emphasize this; English language arts, reading, science, math, the arts, dance, music, drama, visual arts, theater would be included as well as, world language, all of the world languages, and the specific histories are government and civics, history, economics and geography. Those are all of the core academic subjects. Only for those subjects are the HQT requirements applicable. I want to make that very clear.

As we continue, I think it's important for us to remember that as you are working with your students who have expressed an interest in developing a credit flexibility plan, it's very important to talk with a student about the type of creative student learning opportunity in which the student wants to engage. During that conversation you should think about who is the appropriate credentialed educator at the building level. That individual should really play a very, very significant role in that student's credit flexibility plan. We advocate using highly qualified teachers when the credit flexibility plan involves a core academic subject.

*(Slide Change)* We also advocate using credentialed teachers or a credentialed professional when the credit flexibility plan is about non core academic subjects; all the subjects that were not listed in the previous slide. We encourage a credentialed educator or what we call a credentialed education professional, again that would be a counselor, a principal, or an assistant principal in that building. We also advocate as you are developing and working with that student on his or her credit flexibility plan to really think about the delivery method, how the instruction will take place. This particular slide gives you some guidance around the existing delivery methods in EMIS. What we've tried to do is help you to see when HQT is required and when it is not. If you look at these delivery methods for correspondence course, you'll see that yes, HQT is required; however, it is not required if it is an educational option, since a correspondence course can be an educational option.

*(Slide Change)* You also see the same for educational travel, ET. Yes, HQT is required; however, it is not required if ET, educational travel, is an educational option. Again, I'll continue to go through those. You see face-to-face instruction, home instruction, interactive distance learning, HQT is not required there. Independent study, of course you see HQT is required;

online learning, HQT is required; and then there's this whole notion of "other delivery" method, HQT is required with the exception - if it is an educational option, then the answer would be no, HQT would not be required.

For those of you who represent school districts throughout the listening audience, your EMIS coordinator will be able to work with you and various specific people within your school district, to give you guidance on what really is an educational option. There are protocols in EMIS that determine this. So your EMIS coordinator will be able to define educational option for you and give you understanding regarding what the protocols are in the EMIS manual.

Last year, as we were moving forward with this work, we had an exceptional team here at ODE who worked very closely through cross agency collaboration around this work. We decided to work with the ODE's data managers, Matt Danzuso and David Ehle, to develop a new delivery method and a new curriculum element in EMIS. Our hope is that this would help with the credit flexibility plan. So I just want to quickly talk about the new delivery method in EMIS, which is Computer as Instructor (CI).

*(Slide Change)* As you can see, basically this involves no core academic instruction of any kind on the side of the teacher. The teacher is really serving as a facilitator and is not doing any adaptations, any modifications, any clarifying of core academic subject content. Basically, the teacher simply assigns a grade that is actually generated by the computerized instructional program. So the teacher serves as a facilitator. In this situation, since no core academic instruction is taking place on the part of the teacher, we would not require HQT for this particular kind of course and this particular delivery method. Because this is a new delivery method is in place, it is in the EMIS manual that CI does not require HQT.

This resulted from a series of calls from districts that do have these kinds of courses offered in their respective districts and they were facing having to meet the HQT requirement. So we took a step back and really explored what is going on in these classes. Again because no core academic instruction is taking place of any kind on the part of the teacher, HQT is not required for this CI delivery method.

Another delivery method is a new curriculum element in EMIS. We hope that this will help districts as they are designing and developing student credit flexibility plans with students. As you can see, it's known as OC. This is a course that is taught by what we call a content area expert who is employed, who works and is affiliated with a legitimate outside company or organization in your community. The student may have established

some type of partnership with this content area expert and wants to engage in a student credit flexibility learning opportunity with this expert.

*(Slide Change)* For example, we do have local symphonies throughout the state in various communities. A violinist from a local symphony could possibly provide some core academic instruction to a student who wants to take violin lessons. The student may want to receive credit for that instruction. When designing the credit flexibility learning opportunity for the student, the district would engage the symphony in a memorandum of understanding, on behalf of the content area expert. The district would not engage in an MOU or an agreement or contract with the content area expert. The agreement would be with the company or organization with whom the content area expert is affiliated or is employed. In this situation, we have said that HQT would not be required. This would be a memorandum of understanding with the organization with whom the content area expert is affiliated. That content area expert would then be able to provide core academic instruction to that student or those core groups of students who are part of this credit flexibility plan under this MOU. So we have instituted this particular new curriculum element in EMIS.

All of your EMIS coordinators are familiar with this curriculum element and can move forward with designing student credit flexibility plans that align with this new curriculum element. We just want to encourage you to consider several things as you're moving forward with your student credit flexibility plans for 2011-2012. The first is to strongly consider using MOUs or agreements between organizations and companies. Once again, per these bullets, HQT is not required when districts enter into an agreement with the entity in which the content area expert is affiliated or employed. Conversely, when you contract with individuals, and the instruction does involve core academic instruction, HQT is required.

*(Slide Change)* The very last bullet on this slide is that we're advocating trying to avoid contracting with individuals. When you can, as much as possible, engage in MOUs or agreements with a legitimate company or organization with a content area expert who can provide this core academic instruction for your students with these unique student credit flexibility learning opportunities. We encourage you in collaboration with your EMIS coordinator, to use the OC curriculum element where HQT will not be required.

*(Slide Change)* There are other considerations. We want to make very clear that for special needs students who are participating in these creative learning opportunities via student credit flexibility plans, if it involves core academic subjects for those students, then HQT is required. We do want to make that very clear. Again, also for career technical education,

students who have a credit flexibility plan and it involves academic credits, HQT is required. We want to make that very clear as well.

*(Slide Change)* Some questions have already been generated based on the information that I've shared with you thus far. So we can actually look at some of those questions at this time and maybe address some of those.

## Slide

## 26

### Tom Rutan:

One of the earlier questions that came in was seeking a definition of an educational option. For use in this webinar, an educational option is a means by which a student would seek learning for purposes of earning a credit toward graduation credit in a non traditional manner. We define traditional manner as being in a classroom face-to-face with a teacher on a regularly scheduled basis, such as second period, five days a week, 180 days a year.

Now educational options have been around since the early 1980s. Recently, Ohio has added post secondary enrollment options, dual enrollment and now with the advent of Credit Flexibility, the test out option as additional educational option. So credit by travel, internships, online learning, distance learning are the various educational options that we have and have had for more than 20 years. A question - *When you use OC, would that be classified as third-party provider?* Yes, that's an example of that. Another question - *Do we have any examples of MOUs?* Quite frankly, later on in this webinar we're going to ask if anyone has any they want to submit and share.

We are in the process of constructing a shared worksite called Communities of Practice, which will put together a network of credit flexibility experts around the state. One of our goals is to identify those who have developed and used effectively MOUs or other means of working with third-party providers and are willing to share those MOUs with other people. We don't have those in place yet, but those are in process.

### Wesley Williams:

The notion of liability. Of course we are a local control state and you are local control LEAs. Liability is very important as you are designing your student credit flexibility plans when the plan involves an OC with a content area expert. When the student is engaged in a core academic learning opportunity with a content area expert, your MOU needs to include language to address this whole liability issue.

I would certainly encourage you to involve your district attorneys to work with your superintendent and all the key players at the district level to engage in this discussion and to develop meaningful supportive language

around the liability piece. I do not have any specific examples of that. We certainly could even explore people out in this audience now that may have developed some language around liability and how they've been able to work through that process. But right now I don't have any best practice models for you. Again, I encourage you to work with your attorneys, make sure you embed appropriate language in your MOU when it does involve a third party. Really engage this collaboration with your principal, the credentialed educator involved in the process, the parents and the students as you all talk through the liability piece.

**Tom Rutan:**

Those of you who were on last month's call might remember that when we talked about the liability issue we suggested that you contact your career technical educators. They have students who are working in work study relationships and they have done this for a number of years. Request a contract that they have used with the supervisors of our Career-Based Instruction programs and such.

*(Return to slide 19)* We also suggest requesting if the organization or company has a workman's compensation number. This indicates that, if they have this number, they do have liability insurance. This is another safeguard because as they assume responsibility for the instruction, they also assume that liability.

Question - *When is credit flexibility required?* Credit flexibility was to have been in every school district at the high school level effective with the 2011-2012 school year. It is for earning credits towards graduation; therefore, students who are earning credit flexibility credits must have established, at some point in time, high school status. Either the student is enrolled in grades nine through twelve or, through your district acceleration policy; you may have determined that the youngster, even though they may be in the middle grades, is accelerated in a particular content area, thus qualifying them to earn high school credits. So look at your district's acceleration policy, look at the actual enrollment. Credit flexibility is primarily a high school program used to earn credits toward graduation.

*(Return to Slide 18)* Question: *What exactly are the responsibilities of the educator who works with the child as they are developing a credit flexibility plan?* In many regards, it's like an academic advisor. The credit flexibility plan is collaboration between the student and his/her wants and the school with its requirements and expectations. It's a give and take; it's not a dictate by either side. So the educator is going to be an academic counsel to help shape the plan. The educator will also monitor the plan periodically; working with the child to make sure that progress is being made. While the educator is not the primary instructor who is delivering the academic content, he or she is the oversight person who is looking to

ensure that the benchmarks are being achieved. The educator is finally responsible for the evaluation and the awarding of the grade. So ultimately the HQT educator, the credentialed educator, the educator working with the student in a credit flexibility plan has a great deal of responsibility with developing, shaping, monitoring, evaluating and awarding credit for that student.

We have some other questions that came in prior to the conference and we'll address some of those at this time.

**Wesley Williams:** The first question - *Would the teacher meeting face-to-face once a week be required if there's a certain amount of time required for contact with the student as the teacher of record?*

*(Return to Slide 17)* In our guidance document, we encourage that as students are developing credit flexibility plans that the appropriate credentialed educator is involved in the process and face-to-face meetings play an integral role in this process. As far as a requirement to meet face-to-face once a week that is between the school-level building and the educators who are involved in working with that student in designing the credit flexibility plan. We don't have any specific requirements around that, but I think that as you collaborate in this process, those kinds of things can be worked through per your professional discretion.

*Is there a certain amount of time that is required for contact with the student as the teacher of record?* This is in the design of the credit flexibility plan. When it involves core academic instruction and a highly qualified teacher is actively involved in that process, you can develop those kinds of parameters. Again, we do not have a mandate or a stipulation or a set amount of time for you to share with you regarding that. Tom may want to add something to that.

**Tom Rutan:** *(Return to Slide 18)* I would add one thing, if you're working with students who are involved in interscholastic athletics – the students have a responsibility to maintain their athletic eligibility from the previous grading period. At some point in time during that first six weeks, if you're on a six-week schedule, the educator needs to determine that the student is making satisfactory progress in passing that course in order for that course to count toward the next grading period eligibility. So that's something you want to keep in mind.

Another question that basically goes back to the overall philosophy of credit flexibility - *Can students take a course outside the high school that is offered by the high school?* The answer to that is yes. Under credit flexibility that would be possible. I would certainly want to have a conference with the student and explore why.

It might be that the student has a college course that he or she would like to take. An example might be a college physics course and your school offers physics. The student wants to have a college level opportunity. There may be some different reasons. Unfortunately, one of the reasons sometimes is because the student doesn't want a particular teacher and I don't know that you want to honor that one. You may want to pursue that a little bit, but it is possible. The decision is on a case-by-case basis.

The other side of that coin is - *Can they take a course that is not offered by the school?* Absolutely. An example that I use frequently is - if a student would like to take Mandarin Chinese and your school offers Spanish and French (which is not uncommon), and there is a Mandarin Chinese online program from one of the state universities, the student can utilize credit flexibility for that opportunity. You can actually contract with that university through a memorandum of agreement and the university then becomes the deliverer of the instruction. You'll need someone there to help shepherd the credit so it gets entered properly. You won't have the HQT issue at the local school. That responsibility goes to the online provider.

**Wesley Williams:** *(Return to Slide 17)* How do you decide who your teacher of record is? I do believe that under the slide entitled Big Ideas that we have addressed that. Again, as you are designing and working with your student in developing the credit flexibility plan, you do want to think about who the appropriate credentialed educator should be. We are advocating when core academic subject areas are involved, as much as possible, that you have a highly qualified teacher be a part and play a very significant role in the credit flexibility plan for that student.

*(Return to Slide 20)* When it's a non core academic subject, it can be a credentialed teacher, the appropriate credentialed teacher, who is in that non core academic area or it could be a credentialed educator professional who could be the counselor, the principal or the assistant principal. Those are examples. It really depends on if core academic instruction is involved or not. When it's non core academic subject, you have the guidance on this particular slide. You would involve that appropriate credentialed educator in that non core academic area or the credentialed professional.

*What are the duties for teacher of record who is involved in a student credit flexibility plan?* As the student and the principal and the appropriate teacher or teachers are involved in designing this process for the student, you can map out, design and lay out what those duties are for the teacher of record. We have many, many examples. The teacher of record may be monitoring protocols or may be checking up on the student's progress. You might design timelines whereby the teacher of

record could work with both the student and the content area expert who is affiliated with that outside company or organization providing that core academic instruction. There may be some meeting times and collaborative times. Again, these are things that you can work out per the specific individualized credit flexibility plan.

**Tom Rutan:**

*(Return to Slide 18)* We've had a couple questions regarding what guidelines might exist for a school district to deny a student an opportunity to use credit flexibility. I don't think there's any set guidelines that is a 1-2-3, they follow this and you can say no. You have to take each case individually on its own.

An example I would give, if the student has not demonstrated academic readiness, if he or she hasn't passed Algebra I, and the student wants to take Algebra II online from a university, one would have to question whether or not that would be a good idea. The second would be if there's a question on the third-party provider. You question the academic integrity of who's going to actually be delivering the instruction and whether or not the instruction is going to cover the scope and sequence and adequate rigor of a comparable course in your program of studies. It doesn't have to be exact, but certainly the school needs to exercise some discretion on that.

There are some, I hate to use the words, diploma mills, but I think you all understand what I mean. There are some online programs that are slam dunks for kids. Schools need to exercise some discretion on whether or not they approve those that don't have the necessary rigor, that don't have the necessary scope and sequence to justify an award. Regardless, I encourage you to follow due process. We do have an appeals program. The appeal looks primarily at: Did the school follow due process? Did the school follow its district plan? Those are the two primary things we look at, at the state level, when appeals come here.

**Wesley Williams:**

*(Return to Slide 17)* We have an interesting question regarding the example that I gave. this afternoon. *Why isn't HQT required for the violin teacher who worked for the symphony?* I do want to give you some background regarding this. The first thing is that last year when we were looking at the guidance, we actually consulted with our national partners being the National Comprehensive Center for Teacher Quality. We sought guidance from our regional educational laboratory and we also sought guidance from our partners at United States Department of Education.

Currently, as all of you already know, we have the Seniors to Sophomores program and other programs whereby there is a core academic expert involved in that teaching process through an institution of higher education. When a district develops and establishes an MOU with the university, content area experts at that university can provide core

academic instruction and HQT is not required. United States Department of Education used that as a precedent to help us develop guidance around credit flexibility, which is a very similar scenario. When a student wants to receive core academic instruction from a content area expert outside of the school, a third-party provider, and the content area expert is affiliated with a legitimate organization or company in your community, you should engage, develop and establish an MOU with that organization with whom that content area expert is affiliated. HQT would not be required.

The curriculum element that you would use would be OC. Your EMIS coordinator knows all of the EMIS rules around the recording for this element and will work with you. But once again, HQT would not be required in that situation. Although it is a core academic subject, it involves content area experts who already provide core academic instruction in the seniors to sophomore program and other programs in which the district has an MOU with the institution of higher education on behalf of that content area expert at that university. HQT is not required.

If we use the same situation whereby a content area expert is affiliated with a company or organization and the district has an MOU with that company or organization, HQT would not be required. That's the rationale behind that. United States Department of Education supports that and was engaged in conversations with us around this particular notion. It also has been fully supported by various national partners as well. There was a question - *What is the EMIS code for Mandarin Chinese?* Although there is a lot of information internalized in my brain, that piece is not, and I do apologize. But if you will consult with your EMIS coordinator, he or she will be able to share what that EMIS code is for Mandarin Chinese.

**Tom Rutan:**

*(Return to Slide 18)* A couple questions have come in on probably what is the stickiest issue with regard to engaging your faculty members serving as critical members of the credit flexibility plans. *What if faculty refuses? What if the HQT staff refuses? How do you compensate them? Is the state going to provide any funding?* Well, the last question I have answer for. There are no funds for local districts from the state to compensate teachers for credit flexibility. While local control is a wonderful instrument, it slices both ways. There are some responsibilities that go with local control and one of those is cultivating a collegial relationship within the school with your faculty members and encouraging them and urging them to support their students.

Now our turn to ask a question. We have more than 65 participants on the line. How did you enlist the support of your faculty members to serve the student body who wanted credit flexibility plans? There are things we've heard but can't substantiate, because we don't have anything definite. Some look upon this as a class assignment. So instead of having five

classes, they have four classes plus credit flexibility responsibility. Some receive a stipend, much like an extracurricular stipend that a coach or a club advisor would receive. Some receive something built into the collective bargaining agreement. Some did it willingly because these were their students.

If you have any ideas you'd like to offer on how to do that, it would be nice for you to share it. We simply don't have an answer, at this point; aside from saying it becomes a local issue. When you are dealing with a contentious collective bargaining situation and faculty might be working to the letter of the contract, not wishing to serve in that capacity, it can become a bargaining issue. That's real challenging to work with and the state is not going to weigh into individual district issues on that. I realize that's probably not the answer you want to hear, but unfortunately we can't weigh in on those situations.

**Wesley Williams:** *(Return to Slide 17)* Couple of other questions: *Can working with credit flexibility count for licensure renewal?* As most of you know, we have very specific guidance on licensure renewal for our educators in the state of Ohio. So at this time, all educators in the state of Ohio must comply with those licensure renewal requirements. Right now, all Ohio educators need to follow the current licensure renewal requirement. Credit flexibility is not currently a part of those licensure renewal requirements. I will certainly take this question back to my colleague who serves as the director of the Office of Educator Licensure. But right now, we are asking all educators to follow the current licensure renewal requirements. We have not considered this particular option for licensure renewal at this time.

Another question - *Who decides content area expertise?* I really want to encourage you to do a couple of things. When you have a student who wants to work, again we'll continue to use the violinist as the example, an expert affiliated with your community symphony or orchestra, you are certainly working on behalf of the student. So I would encourage you to seek the violinist vita, look at his/her resume, engage in discussions with representatives from the orchestra, the company or symphony. Talk with the director, talk with its board. Engage in those discussions because you are working on behalf of the student, you do want to make sure that this is, in fact, a content area expert.

The local district decides who is the expert. You have the control there and I would just encourage you to use some common sense guidance around determining whether or not the individual is a content area expert who is affiliated with that organization or company. Seek and ask probing questions. If you have concerns, always ask those questions and engage in those discussions with the company or organization. Do review the vita,

the resume, have one-on-one conversations with the organization or company that you will be establishing this MOU on behalf of that student.

**Tom Rutan:**

*(Return to Slide 18)* If we talk about a student who comes in and says, “I’d like to get a credit in auto body.” You have a conversation and then say, “Who are you going to work with?” Student says, “My Uncle Sam.” Who’s Uncle Sam? “Uncle Sam owns this auto body shop in town and he’s pretty good, I’d like to work with him.” As you check the credentials, you find out Uncle Sam is one of the best auto body specialists in a five-state area, so you’ve established the academic integrity, the credentialed integrity. But we would still recommend that you work through your career center to seek assistance, if auto body is one of its career pathways.

If it’s a blended model like biomechanical engineering, biology is a science, which requires HQT, and the mechanical may be credentialed. Or if it’s engineering, it may be math, which is another HQT. So you may engage two different HQT teachers in a blended credit for career technology, but collaborate with your career center that you work with to make sure that you’re not infringing upon its curriculum. Then with students who are on IEPs and dealing with one of the core academic areas, certainly you’re going to need an HQT licensed individual to work with them. Follow the language of the IEP. If accommodations are required, such as transportation, they should be followed in the credit flexibility plan as it’s developed.

**Wesley Williams:**

*(Return to Slide 17)* This is a very interesting question and I’m sure both Tom and I will chime in here. *What type of documentation is required for credit flexibility?* First, have an initial conversation with the student. Out of that conversation, then conference with the student and the appropriate credentialed educator, the principal, all the appropriate people at the district level who are involved, including the parent. From that conference, use some type of template that the district has adopted and is utilizing to actually write a very clear set of goals, objectives, timelines, the kind of core academic instruction will take place, who’s providing that core academic instruction, be it the content area expert, etcetera. But clearly design some type of template where you’re laying out all of these important pieces that describe how this credit flexibility plan for this particular student looks like. You want to have a template or document that speaks to that. Tom can chime in as well.

**Tom Rutan:**

*(Return to Slide 18)* I couldn’t echo those recommendations any stronger. Very well stated. You do your absolute best to do the research; you put the plan together in as comprehensive a manner as possible, and put a lot of that responsibility on the side of the student. It’s not a teacher developing a plan for a student, it’s a collaboration. Make sure that everyone signs off

on that plan. Much like an IEP, the student, the teacher, the parent, the counselor must know and agree with what's going on and perhaps even the principal. If you're using a third-party provider, you sign that third-party provider on there also. If you need to change it mid stream, then bring everyone back together. Do a modification, agree on the new course of direction, sign off and keep going. I think that's very, very important.

We had a question come up about the use of Rosetta Stone for a world language not offered in your district. It's an HQT area and Rosetta Stone is going to be your call. We don't recommend for profit entities. However, if you're going to do and you feel that it meets the needs of your district, then you can use that as an OC, outside contractor, and contract in another way. You need to consult with your world language teachers for some advice. It's very important that the integrity of the program, regardless of what that program might be, is maintained. Sometimes online programs deliver high quality academic instruction, sometimes they're a lower level that may not warrant or justify the awarding of high school credit.

We did have one pre-submitted question - *Who's responsible if the student fails?* We'll start with the student. It's a learning plan that the student initiated, that he or she wanted to pursue. The student helped develop the plan and helped identify who would deliver the online or face-to-face instruction. The school helped develop the plan as far as oversight management. But even the best plans, the most thorough plans, the most well thought out plans sometimes aren't successful if the person ultimately responsible for learning fails to keep up his or her side of the coin. Where does liability lie? Now we're getting into a situation with some new thoughts as far as merit pay and liability. Credit flexibility is a responsibility that's going to land squarely on the shoulders of the student and the instructor. The monitor is going to help cajole everyone along to make that successful.

On the IEP question - *Does HQT teacher requirement for IEP students prevent them from using a computer instruction model?* Only if it's written into the IEP. What does the IEP say? If the IEP says students are not to use a computer instruction model, then the credit flexibility plan should not permit that. If there's no prohibition to that, and it's in the judgment of the teacher who's working with the student to develop that plan, that might be something that would be permissible.

**Wesley Williams:** *(Return to Slide 17)* I certainly echo Tom's response I can't overemphasize enough the importance of really looking at the specifics that are embedded within that student's IEP. Keep in mind, this is a new delivery method, the CI. The role that the teacher serves in that situation is simply a facilitator. The teacher is not providing any guidance, any modification, any clarifying or adaptation of instruction of any kind. The

computer instructional program is doing all of the work. The teacher is just facilitating that learning experience for those students as they are interacting with that computerized instructional program. The students are really doing an independent study, independent learning through this CI delivery method where HQT is not required. Your EMIS coordinators have the specific definition for CI that's found in the EMIS manual. We are advocating strongly that before you make that a delivery method that you are following to the "T" our definition for CI.

## **Chat Pods Being Displayed**

**Patti Grey:** We have about ten minutes left in our time with you this afternoon. We'd like to put up the two pods that I talked about at the beginning in the introduction so that those of you who may have some information that you're willing to share could do so now. We have two pods that are up and one is asking for information around different kinds of credit flexibility contracts or, if you will, memorandums of understanding. Do any of you have one and are you willing to share? If you would put your name in the pod, we can follow up with you later to see if we can get a copy of the contract or memorandum of understanding that you have. The other pod asks for what you done to engage teachers to be teachers of record, highly qualified teachers for credit flexibility plans.

We're going to give you three or four minutes to allow you to input information in either pod and then we will end with our next steps.

**Tom Rutan:** The point that Michele makes is very good. She suggests time during the school day, which could be before school and after school. I know teacher contracts typically begin maybe 30 minutes prior to school and maybe 30 minutes after school. Any time during the contractual day would be a time students could meet with teachers. If it's beyond the contractual days, then it falls under the negotiated agreement. If there's compensation to be done, you work that out on a local basis.

This is also true for credit flexibility plans that occur during the summer. Some students want to be creative and take advantage of the relaxed time during the summer to earn academic credits. They're still going to need, if it's a core academic area, an HQT educator to serve in that role. And if it's during the summer time that probably is going to impact your negotiated agreement language. I think just follow the contract language and you should be okay as far as any additional costs or compensation is concerned.

**Patti Grey:**

We're going to leave the pods up and this room up for about 30 minutes after we're officially done with the web conference. You can certainly add any thoughts, download any information, and put in any questions. We will be happy to address these either in FAQs that we will develop from this web conference or a direct response to you. We also know that the minute we close the conference somebody may think of something they wanted to add.

To help continue this conversation, we do want to let you know, as Tom mentioned before, that we are developing an online Community of Practice. This is an online forum that will allow conversations to continue beyond the day of a web conference. It's an opportunity for schools and districts and certainly ODE to be a part of this conversation 24-7. It provides opportunities to talk to each other and not wait for a special time or event. The plan is to launch this tool in late May. Stay tuned, you will be notified when the Community of Practice is open for your participation. It will be constructed in such a way that it will be by topic. With that, we are reaching the close of our hour and we want to be respectful of your time. So we thank you for your time this afternoon. You'll be receiving a message to fill out a very brief survey for us. The more input we get, the better we can respond and adjust our information and tools for you. Wesley or Tom, are there any last words that you have?

**Tom Rutan:**

I think the one thing that Michael Gavin just put up there speaks well to what the whole credit flexibility concept is about. That is, it's a collaborative process with a healthy relationship between students and educators for the benefit of student learning. When you develop that culture within your building and within your organization, you're not going to have any difficulties getting people to work with credit flexibility because it gives students an opportunity to learn and express themselves in highly creative ways. It gives that inner sense of satisfaction to educators to know that they're part of that good process.

**Wesley Williams:**

I'd just end by saying, one of my favorite scholars is Howard Gardner and we all know about the extraordinary work he's done on multiple intelligences. He says - Do not ask students how smart are you, but how are you smart? I really think the credit flexibility work is really getting to that. Giving students the opportunity to convey to us how they are smart, by giving them really creative student learning opportunities so that they can demonstrate that through the learning process. We applaud the work that you're doing in this area and let's continue to allow our students to convey to us how they are smart.

**Patti Grey:**

Thank you, Wesley and Tom, very much for all the important information today. To our audience, please don't hesitate to ask a question when and if

you have it, we'll be happy to respond. Otherwise, have a great afternoon and a good day everyone.

**Jennifer Reed:** Thank you everyone. I'll be sending out the survey now. As Patti mentioned, the room will remain open for 30 minutes, so you can come back and share your ideas or resources that you may have. Thank you again and have a wonderful day.