

## **Credit Flexibility—A Pathway to Graduation: Third-party Providers**

**Tuesday, April 12, 2011**

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

**Slides 1-11**      Pre-conference slide presentation

**Slides 12-13**

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

This web conference is designed to provide more interaction between the audience and our presenter today. The objectives are to increase your understanding of third-party providers, to discuss the implications and components, and find the assistance and examples from the field to share experiences. We will start with a few remarks from Tom Rutan who is the associate director of curriculum and instruction. Throughout the presentation there will be five opportunities for you to share, two are going to be polls that are multiple choice questions and I will ask you, when we put them up, to participate in them. Then at the end, after Tom's remarks, there will be three chat pods where questions for a specific topic are going to be posed so that you can share and discuss your experiences.

While we realize no one may feel like they're an expert in third-party providers, we clearly know that many of you have had a credit flexibility plan with a third-party provider this past year. So this is our opportunity to hear from each other, to acknowledge lessons learned, and to hear experiences. When the chat pod occurs, it will cover most of your computer screen. Since some of you are participating by phone only, when we're doing the chat pods, Tom will read the comments that we're getting. There is still an opportunity under the PowerPoint for you to ask any questions or pose any information that you might like. Pods are only on specific topics that will be introduced later.

We will 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 will be shown in our document download center. We will archive

this presentation, the PowerPoint recording, Q & A, in about a week or so after this presentation.

## **First Poll Being Displayed**

Now you will see, before we introduce Tom, the first poll. We'd like to get an idea of how many of you have had, even one, credit flexibility plan this year that has involved a third-party provider. Those of you who are at a computer can answer that question.

It's now my pleasure to introduce Tom.

## **Slides 14-15**

### **Tom Rutan:**

Good afternoon ladies and gentlemen. Thank you for joining this web conference. This one is going to be a little different insofar as we don't have any guest presenters from the field in our room today. We want to do a presentation and then solicit information from you. We've had a number of people who've indicated they do have third-party providers and, after I give a definition of third-party provider, I think many more of you will realize, oh, we do too. A third-party provider is anyone other than the school and the student, who is involved in the credit flexibility plan. The third-party is the other entity that might be providing instruction, which could be online instruction, distance learning, post-secondary enrollment options (PSEO), dual enrollment, internships or mentorships. It could be an affiliation with a community organization, or credit recovery programs, or even private instructors or coaches. Given that kind of a definition, one would think that there will probably be many more people because we have a tendency to think of online instruction, dual enrollment, PSEO and distance learning as more traditional in nature. So we'll discuss that in a little bit.

## **Second Poll Being Displayed**

### **Patti Grey:**

Right now we have the second poll to take based on if you have used a third-party provider. If you've had any credit flex plans that are online, distance learning, or PSEO, dual enrollment, can you let us know?

### **Tom Rutan:**

We're getting a consider number of people who have indicated that they're having one to ten students access credit learning with a third-party provider. One has a significant number, which might be credit recovery, online instruction or dual enrollment. There are some implications involved with using third-party providers and I think we need to be particularly sensitive to those. First of all, it's earning credit by way of external instruction. You can use it for both advanced work and for credit recovery.

## Slides 16-17

### **Tom Rutan:**

Credit flex only pertains to high school credit, therefore some status as a high school student must exist. Either the student is currently enrolled in grades 9 through 12 or the student falls under your school district acceleration plan that allows access to high school credits or the student physically goes to the high school to take courses. Obviously, that would be more traditional rather than a third-party provider.

There are no limits to the coursework or the number of credits. It can certainly be something outside what your normal program of studies is and the provider in some way needs to sign off on the credit flexibility plan. If it's a community mentor, you should take the same kind of approach as you do with your work study plans that your vocation or career technology students take. If it's an online program, you may want to get a memorandum of understanding with the online provider.

We now will discuss the components of third-party implications that you may want to think through and consider.

One of the questions we had submitted early is - Who vets the third-party provider? That responsibility does rest with the school. A student may suggest that "Uncle Joe is really a good guy and I'd like to intern with Uncle Joe." Someone is going to have to determine what the academic credentials of Uncle Joe might be. It might be that Uncle Joe has the largest automobile repair center in a five-state area and it's just called Uncle Joe's. In any case, you need to vet the credentials of the provider.

Secondly, you need to check on legal liability. The rule of thumb is that if the provider has a workman's comp number, a certificate, that is going to provide two things - liability coverage in the event of an injury and the provider is going to be responsible for any background checks.

We know of at least one situation where a youngster was working in a career technology program with a high profile construction company. He fell, had a serious injury, and the company did not have workman's comp. Consequently, there were some major medical bills that had to be resolved. So to cover yourself on this. If the provider has a workman's comp certificate, at least the liability issue is there. If not, you might want to consult your legal counsel at your school district to determine what kind of steps need to go into securing proper coverage for your students when they're involved with a third-party provider.

Transportation is another issue. Typically credit flex occurs off school grounds. Transportation would be a liability and responsibility of the

school district, in all likelihood, only if the student is under an IEP that calls for transportation. Otherwise, this is something that is the responsibility of the student in most cases.

If you contract with an outside contractor, there's a guidance document on our guidance document web page that addresses this issue. An outside contractor (OC) could be a university that's offering an online program; it could be a local arts organization that is offering instruction; it could be a local veterinarian clinic. If you contract with an outside person in this manner, the highly qualified teacher requirement is not in force. Otherwise, you're going to have to meet the requirements of No Child Left Behind with highly qualified teachers. If the course is English language arts, reading, science, mathematics, the fine arts (specifically dance, music, drama and visual arts), foreign language, government and civics, history, economics and geography, you need highly qualified teacher of record. However, if you have the memorandum of agreement, if you have the contract with another organization, even though it may be an informal contract signed by both parties that waives the obligation of HQT.

## **Slide 18**

### **Tom Rutan:**

If anyone is using a memorandum of understanding, please feel free to volunteer during the Q & A at the end how you've crafted your memorandum of understanding or your contracts. I'm sure other participants would be interested in learning from your successes. If we broke it into the traditional coursework, it's distance learning and online learning that are your typical instruction, which you purchase from a provider or you can obtain it from a university.

Then you have other educational options – such as foreign study tours. The student could request credit through foreign study, internships with a community artisan, post secondary enrollment, dual enrollment, apprenticeships, or independent study.

## **Slides 19-20**

### **Tom Rutan:**

We can further break these down to an affiliation with a local organization might be a community youth orchestra. It might be participating in the Nutcracker with a local ballet troop, or participating in summer theater with a local theatrical group, or interning with a veterinarian, an attorney, a banker, an accountant, or might be working with your local mechanic, your welder, your plumber, your electrician, your beautician.

It might be getting private lessons. They might be music lessons from a music instructor; it might be belonging to a gymnastics club that is private in nature; an Olympic development sports team such as residential programs. I know of one in Florida for tennis.

However, we need to caution you, when you deal with athletics; this is not a quid pro quo. You cannot earn credit simply by playing a sport. That is an extracurricular activity, it's a pupil activity sponsored by the school that does not supplant a curricular program. Likewise, a community sports team cannot qualify for credit. Some of those components can work, but not necessarily all of those. Similarly, summer camps, seminars, all of these can go into the plan, but the point we need to stress is in each of these instances a comprehensive credit flexibility plan should be mutually developed. I'm stressing the mutually developed part of it; it's collaboration between the student and the teacher of record at the school.

Again, I had a question on the teacher of record. The highly qualified academic core areas are specified in No Child Left Behind. I'll refer you to a [guidance document](#) that is on our web page, it's a guidance document addressing HQT requirements, which was developed from our Center of the Teaching Profession, Wesley Williams drafted the guidance and he developed two guidances - one that addresses what you need for highly qualified teachers who are serving as teachers of record and one when you do not need HQT when you're dealing with an outside contractor, an OC. There are two guidance documents on the ODE website under credit flexibility that address those issues. So please consult those and that will help guide you as far as crafting your credit flexibility plans.

## **Slides 21-22**

### **Tom Rutan:**

You need to ask about the credentials of the provider. This would be one of the components that you would want to consider as you develop a credit flexibility plan for a third-party provider. For instance, is it the highly prestigious community organization that provides good educational opportunities for students or is this an individual largely unknown to the school? It would be prudent to conduct some type of a background check, just to verify the academic quality to ensure that the experience of working with a particular third-party provider would justify the awarding of the credit.

Case in point, if a youngster, who wants to become a veterinarian, serves as an intern for a local veterinary clinic and all he does is clean dog cages all summer long I would be hard pressed to be able to award any credit. But if the components of the credit flexibility plan provided him experiences of seeing the basic menial tasks of being a veterinarian, working with the animals, understanding medicinal and surgical

implications, understanding training, working with customers, understanding all the varieties and all the ramifications of working with pets and animals, then that could very well justify a type of a science credit, animal science or life science credit. You have to consider the content covered, the depth, breadth, knowledge and skills that would be experienced during the relationship.

Who pays the bills? That should be clarified; it should be spelled out as you develop the credit flexibility plan. More often than not, when you work with a third-party provider, this typically is going to go to the student. There are some isolated instances where online programs, which are provided to all students in school, should also be provided to credit flexibility students. In this case, the school would be responsible.

Again, I'll refer you back to the guidance documents. We have three [guidance documents](#) on who is responsible for paying the costs of credit flexibility. Jeff Jordon, our director of school finance, has prepared two of them and we've developed a third one to simplify who pays the costs. One of the things that might guide you as you work with your third-party providers is to talk with your career technology teachers. They have work study agreement forms that are typically signed by the mentors who work with students in marketing education and career based intervention programs. Ask them - How do you vet the integrity, the academic integrity of these individuals, what processes do you use? Ask if they use the workman's comp certificate to ensure that liability is covered.

We have a question asking about a student who wants to work with a weight trainer for body building purposes. If that youngster has an injury at that fitness facility and the equipment is at fault, who is responsible? Those kinds of questions should be clarified in advance to protect the student and the school. Draft the memorandum of understanding or a contract to ensure that is all spelled out.

## Slide 23

### **Tom Rutan:**

Other things that have to be taken into consideration as you work with your third-party provider would be when the student is going to be assessed and what types of assessments will be done. If it's the case of dancing with the ballet at the Nutcracker, obviously your performance assessment of the performances during that holiday period would be one form of assessment. If it's something else as far as testing on equipment that is highly technical in nature, that should be factored into the credit flex plan.

How will the grade be determined? That needs to be clarified with a third-party provider. If your third-party instructor is going to determine the

grade, will the teacher of record, a credentialed educator or a highly qualified teacher, agree with the process used to determine the grade? Can commercial programs be used? Most certainly. If the school utilizes different kinds of commercial programs, such as credit recovery programs, and a student wants to use credit flexibility by way of a commercial credit recovery program, that is certainly very well within the scope of third-party providers.

## **Slide 24**

**Tom Rutan:** Can the student use computer-assisted instruction for credit recovery? The answer would be yes, providing the school and the student agree that this is the means by which they are going to do the credit recovery. Keep in mind, credit recovery is quite a bit different than earning credit in advance. On the one hand, mastery is requested any time a student is earning advanced credit. Proficiency, on the other hand, is what you're trying to attain when you're doing credit recovery. So you may be shooting for 80%, 85% or 90% mastery for advanced work, and perhaps only 70% for proficiency. The cost of the program ought to be similar to how you're adjusting costs for the traditional students. If traditional students pay a fee for credit recovery programs, credit flexibility students should be treated the same way. If the traditional students receive that program free of charge, credit flexibility students should essentially be treated the same way. Don't make exceptions of the credit flexibility students nor give them special advantages because of doing it through credit flexibility.

## **Slide 25**

**Tom Rutan:** Who administers it? The local school districts, whether that's the principal or the guidance department, the teachers of records, department heads. Teachers of record are still required for the core academic subjects. When you use an outside contractor, the OC, that helps solve the HQT problem; particularly if you're having difficulty obtaining all the needed HQT people involved.

## **Slide 26**

**Tom Rutan:** So that said, we've presented an overview of where our third-party providers are. Typically third-party providers are those individuals in the community that will provide assistance, those community organizations that will provide educational opportunities. However keep in mind, a third-party provider might also be an online provider from a university, it might be dual enrollment, and it might be PSEO, which have their own rules to follow. Or, it might be distance learning which are more traditional in nature. So that said, what we would like to do is encourage

your questions or your suggestions during this next portion of our program.

**Patti Grey:** We are going to now start with our first chat pod.

### **First Chat Pod Being Displayed**

This is an opportunity for you to share what content areas that you project you might need third-party providers for this next year, just based on current student interest. If you would input now and let us know what area will you be using third-party providers for next year.

**Tom Rutan:** AP is typically a program of choice and has a test out option, which we talked about in last month's web conference. It can be offered for academic rigor with third-party providers and those AP programs can be taken online.

World languages is another area where your school perhaps offers the traditional Spanish and French romance languages, yet your student might want to take Mandarin Chinese. I had a youngster yesterday call wanting to take Latin because he wanted to be a pharmacist and go into medical school. So those are programs that could be accessed outside.

**Patti Grey:** We have English and science, computer science, economics.

**Tom Rutan:** Yes, science, fine arts, languages, the fine arts provides an opportunity for students to partner with local arts organizations, whether it's your youth symphony orchestra, or an art studio, or a dance troop or a program at your local art gallery that might be providing visual art instruction.

Those are wonderful opportunities to access community organizations and, at the same time, bring the community more closely in touch with the school. Psychology is a program that not all schools offer, but perhaps there's an opportunity for a student to take a psychology course and supplement his/her social studies curriculum where there wouldn't be an opportunity on a limited program of studies within the school.

**Patti Grey:** Career tech.

**Tom Rutan:** Career tech, let me use a concrete example. Let's say there is a local auto body repair shop in your community that is highly successful, highly visible, and the youngster wants to partner with them because the father owns that shop. One of the things we want to be cautious of is infringing on the right of the career centers to provide that instruction. So it would be a natural partnership to go to the career center and find a teacher of record from the career center who might be an auto body person. If career tech



credit is to be awarded, then it needs to go through the career tech pathway and not short circuit that.

So the relationships between what I'll call the home school and the career center can be strengthened by working cooperatively in that area.

Okay, a question - *I wonder on the HQT as it applies to OC providers. As a district, we missed 100% HQT due to special education students in programs that we've contracted for those students to attend, but the teacher was not HQT. So this does not seem to be consistent.* I'm not sure where we are with special education, because I think even within special education, the content areas still have to retain HQT. We'll try to refer that question to Wesley Williams in the Center of the Teaching Profession for a definitive answer.

I know this, prior to credit flexibility, when educational options existed, there were some instances where HQT was required and other instances where it was not required. There's a chart on the HQT guidance document that clarifies that, or at least specifies which is which. But I don't have a definitive answer for you right now. We'll ask Wesley Williams to respond. I understand your frustration.

**Patti Grey:** Dance.

**Tom Rutan:** On dance, the fine arts really do have to have HQT people. So if you're going to work with a Ballet Met, it's one of the local ballet troops here in the Columbus area, you can develop a credit flexibility plan so that, through your credit flexibility plan working with a choreographer or a dance instruction in a professional dance troop, you can earn a fine arts credit by completing the credit flexibility plan. In the case of dance where you probably do not have an HQT dance instructor, there aren't very many in the state, then the credentialed educator would be used.

**Patti Grey:** Online rather than in the classroom.

**Tom Rutan:** One of the issues we encounter is that I'd rather take an online program than have Mrs. Smith for Spanish. You need to resolve the reason for that. If 13 kids want to go online instead of taking Mrs. Smith for Spanish, you might want to talk to Mrs. Smith. That's from an administrator's viewpoint at least. It's possible to do that.

It's possible that you would want to take an online Spanish program from a university rather than take it from the high school. Or, it could very well be that a student's schedule does not permit, there's a conflict that you just can't overcome and you're going to have to take it online in order to get it. Our highly motivated students who want to schedule everything, including

lunch with courses, want to take as much as possible. Typically, those are the kids who are taking the arts programs either the visual arts or the music programs, maybe two classes a day plus a full academic load and they can't quite squeeze it in. Now when you get into the situation where a student wants to take a course simply to avoid an instructor then that needs to be resolved locally. It's possible that could take place, but clarify all the rules and regulations on that.

**Patti Grey:** If we're done with that chat pod, we're going to move to the next one which is, this past year, what types of written documents have you used between your school district and the third-party providers?

## **Second Chat Pod Being Displayed**

**Tom Rutan:** Particularly interested if anyone has crafted any memorandum of understanding or any contracts that help spell out what the third-party provider would do, what the student was expected to do, and what role and responsibility the school had. Have any of you used any written plans, agreements, contracts, memorandum of understanding? This would be very similar to what's done with career technology when you have your work study agreement forms signed. Everybody knows what they're expected to do, the frequency. Has anyone done anything like that? If so, let us know, otherwise we'll realize that's a work in progress. We're not seeing anything.

**Patti Grey:** Also, if there's anybody who would like to talk to us verbally, certainly feel free to un-mute your phone and talk to us. You can do it either way, either through the chat pod or through your phones. Here we go... We've only used a written plan as outlined by a teacher of record and a student and parent, nothing formal. We have just used our credit flexibility application, which the provider signed.

**Tom Rutan:** Michael and Carrie, you both responded to that. Did those work well for you? You don't have to reinvent the wheel. If you have a vehicle or a tool that you're using and it works well, let us know. Is that something you're going to modify and change or are you going to continue to use the same relationship? They worked fine so far, the piece, liability etcetera worries me a little bit. You might want to just do a check with your legal counsel of your Board of Education on the liability issue.

If you do what a reasonably prudent person would do as far as vetting responsibility and clarifying those and having people sign off in agreement and everyone signs off on an academic plan, then we're okay. Jamie says we only use our current credit flexibility application and, if that works well, by all means continue. We've had MOUs for dual credit options between the university and the district. That works well. That way the

instructor for the university is the person who's delivering instruction and serves as the teacher of record. You just need to have a credentialed educator to help issue the credit once it comes in and determine whether or not the exam that the university is giving is going to be accepted as the assessment so that the credit can be properly responded.

By the way, just as a point of information, if you're using PSEO, double check the credits. There is a math formula based on how many hours a student is taking and whether or not those are quarter hours or semester hours. Sometimes kids come up short. I've had a couple instances within the last week where the parent thought they were getting a full credit, but after looking at the PSEO formula, it was like 8/10ths of a credit. So be cautious in doing those so that you don't run into athletic eligibility issues, which is a possibility, or even an honors diploma issue which requires a full credit and they're only getting 8/10ths of a credit for a college course. Typically we don't like to combine credit flexibility and PSEO and dual enrollment because they each have their own rules and there's an advantage for the parent to follow those rules as far as who's paying the bill.

**Patti Grey:** Our last pod is - What do you believe are the essential components that you do need to have in your plan for a third-party provider, or whatever your process is for vetting the third-party provider?

### **Third Chat Pod Being Displayed**

**Tom Rutan:** Thank you for asking the question. Who is the third-party provider? By who, we're talking about not only who is going to deliver the instruction, but does the person delivering the instruction represent an organization or an entity? Is it a university professor who's representing the local university with an online program, or is it the musical director who is conducting the holiday musical festival and representing the local community orchestra? Just exactly who is this person? And some way to determine what are the academic credentials of this individual whether it's an arts program, an academic program, or even a career program.

In some way, you need to address the issue of liability. It could simply be a statement that clarifies who is going to be responsible for liability issues. When you have a memorandum of understanding, the organization is responsible for the background checks, because you're working with the organization rather than the individual. In many cases, people want to safeguard youngsters with third-party providers they're unfamiliar with by requiring the background check. You certainly don't want to enter into an agreement with an unknown individual or entity that might result in a very unfortunate situation.

If anybody has any questions on third-party providers, go ahead and raise your hand and we can ask those live or we can continue to do it electronically. One of the reasons we're doing these web conferences is to find out who is doing innovative things in the State of Ohio, particularly with third-party providers. Although we contacted a few people to see if they'd be willing to participate as experts in the field, the typical response is we're doing some things, but we don't feel that we're in a position to speak as an authority. So we'd like to hear what people are doing.

One of our goals through these web conferences is to try to network people together. If you are doing some things that are innovative and have had some experiences with third-party providers, we are looking for promising practices that we will be able to put on our website so that other teachers across the state will be able to see what you're doing and then possibly contact you to ask questions and to have a conversation about just exactly how did you do that, did it work well, what are the potholes, what do you have to look out for looking back 20/20 hindsight, what would you do differently as far as third-party providers are concerned, and does it really make a difference as far as engaging your community resources in support of the school? Anyone have any additional questions or want to suggest anything?

## **Slide 26**

**Participant:** It would be good to know if there are any third-party providers with some sort of proven track record. I guess as we get more information in from people who are using third-party advisors, we might be able to have a list of some proven entities.

**Tom Rutan:** I can tell you when we asked for some information early on - Who are you using? What are you using? These are some of the organizations that were listed, and by announcing these, the Ohio Department of Education is not necessarily endorsing the, but merely telling you this is what people told us. Advanced Placement, VHS, APEX, Virtual Learning Academy, Blue Ridge, Florida Virtual, Brain Honey and Playto. Some even used other local school districts. While a student obviously can only be enrolled in one school district at a time, if you have an open enrollment philosophy and your particular school is offering a program that your neighboring school district doesn't offer, the students from another school district might be able to access that program from you. So LEAs have started working cooperatively together to expand their curricular offerings, particularly at a time when people are being real prudent as far as what they offer. Some ESCs have also started to develop products that all of the schools in their service area can use.

**Participant:** Okay, thank you.

**Tom Rutan:** Some will use ACT online as a program. I want you to be aware, in the state of Ohio if you go the [Ohio Board of Regents](#) and [e-Tech](#) that the gateway Ohio online program offers a multitude of online programs both for advanced placement and for academic programs that students are able to take. We sent that information out in EdConnection about two months ago. Those are available for any Ohio student to access programs that their schools may not necessarily offer.

**Patti Grey:** Is there any connection between the new national standards and third-party providers, should they be counseled around aligning in order to provide credit?

**Tom Rutan:** The credit issue is going to be based on the local school district. It's true that we're doing a revision of the academic content standards and developing model curriculum to support those standards. The Common Core initiatives, particularly in ELA and mathematics, are moving forward and we're going that direction in social studies, science and fine arts. It does make good sense as we move to embrace those over the next several years that if we have third-party providers, they ought to be counseled that the standards might be changing somewhat and they need to be sensitive to those.

We know that the universities typically try to be sensitive to what the academic content standards in a particular state are doing. But keep in mind, there are 50 states and universities bring in students from all of those states, so they come with a course of study that's based on some standards. That's where we are. I don't know that we had any pre-submitted questions. I know we had the one question - Who should vet the third-party providers and we tried to address that. It should be a mutual responsibility. Are there any other questions that you might have on the third-party provider? Overall I think that as people look at online learning we're going to see a pretty substantive increase in those opportunities. It's going to provide an opportunity to students to access courses they may not have ordinarily have in their high school program of study, and access courses outside of the normal school day that allows them to earn additional credits that can be used for graduation.

**Participant:** We have in place credit flexibility for physical education and there is not actually instruction from one individual person in order for them to receive that credit. The majority of the work is the student documenting his/her different activities. I did send in a listing of like a Taekwondo instructor, personal trainer, coach, and things like that, that become, I'm thinking, our third-party providers because they're providing us with an information about the student's sportsmanship and about the student's participation in that particular activity that we approved. Am I

understanding that I am going to have to put something in the application, a sentence or two, about liability?

**Tom Rutan:**

To safeguard, just the general statement on liability ought to be there. If you've got a Taekwondo instructor and you've got a student participating in Taekwondo, and the student is injured, who's liable? You want to answer that question before it occurs. You don't want to answer it after the fact. I did see your proposal and I think it certainly fulfills the responsibilities,

HQT is not an obligation for physical education. A credentialed educator is, as teacher of record, just to coordinate those things. But that project-based concept that you've outlined I think goes right in line with what Jody Palmer and Mike Schaeffer from Upper Arlington said at our last web conference with physical education. You will find Lisa Henry, our physical education consultant, has put two different guidance documents on our website. One is a template that can be used to craft a physical education program that would qualify under aligning with the six benchmarks. But I think just a general statement on liability would be a prudent thing to do. Certainly it is if you're going to engage the different types of Taekwondo, cross country hiking, biking, anything else. If someone is leading that organization, they want to take care that if you're on a bike and you, God forbid, have an accident, that there's a liability issue that's already been clarified before that occurs.

**Participant:**

Okay, thank you.

**Tom Rutan:**

I think that's just a safeguard to do. But I saw the proposal you have, it looks really good. I think that certainly fulfills it.

I just want to point out again, so often the biggest issue that I've run into thus far is a misunderstanding of how physical education is going to be accessed through credit flexibility. Because a student plays a sport does not generate a credit. I can't say it any other way. It's not quid pro quo. That's a pupil-sponsored activity. Just because a student is in student government, doesn't mean they're going to get their American Government credit. One is a pupil-sponsored activity; the other is a curricular program. We need to be consistent on that.

What tools and resources from ODE would be helpful to you as you develop processes and MOUs? If you have sample MOUs that we could refer people to that would be particularly helpful since we get that question periodically. We currently do not have any one file because no one has shared those documents with us. But if you've got a sample MOU, if it's just a template that you use, that you think covers all the bases, email that to us, send it in to ODE, you can send it to me or [Patti \(Grey\)](#) or

[Pete \(LuPiba\)](#) or anyone here in our office and we'll share that and use that as one of our tool boxes to help people.

**Patti Grey:** Are there any other tools or resources on third-party providers that would be helpful for ODE to develop for you? Certainly you can let us know that as well.

**Tom Rutan:** One question we might have of you is: What are the topics that should be addressed in upcoming web conferences? The next topic is going to be HQT and teachers of record. Hopefully, we'll have Wesley Williams on that web conference to talk from the Teaching Profession. One of the big frustrations we've had is identifying teachers of record and making sure that they're HQT and complying with No Child Left Behind.

Then we're going to be doing a presentation with all the EMIS coordinators early next month on how to code this. But keep in mind, credit flexibility should be entered on the transcript the same way any other course is entered on the transcript, with one big exception, and that is for NCAA Division 1 athletes. The NCAA requires a special transcript that identifies any course taken in a non traditional manner and it's not just credit flexibility, it's educational options or anything. And they will *not* accept the test out option for credit. So you have to be cautious of that. But other than that, EMIS, we're going to have a teacher of record, we're going to have a course number and it's going to go on the student's transcript. It should be fairly straightforward.

**Patti Grey:** We are going to leave this room open that you're in for thirty minutes after we're officially done with the web conference. You can certainly add any thoughts, download any information, put any questions in, and we will be happy to address those following this in an FAQ, a direct response to you, or you may think of something the minute we get off the web conference.

I wanted to let you know that our next web conference is May 10, Tuesday, 1:30 to 2:30.

## **Slide 27**

**Patti Grey:** As Tom said, it will address teacher of record. To help continue this conversation, we do want to let you know that we are developing an online community of practice. This online forum will allow this conversation to continue beyond the day of web conference itself. It's an opportunity for schools and districts, and certainly ODE, to be part of a conversation. It's to talk among each other and not wait for special time or an event for this to happen. So be on the lookout. You will get that information of when that community practice is open and ready for you to participate. It will be constructed in such a way that it will be by topical area. So your social

studies teachers may go to one area for social studies credit flexibility issues and other such topics. I believe we have a couple other questions before we end.

**Tom Rutan:** Just a clarification, with regard to EMIS. It is not an EMIS web conference. It's the state conference of EMIS coordinators. Mike Hubbell and I will do a presentation at that particular conference.

We have a question on an appeal. What kind of appeals have we had? To date, knock on wood, the state has only received two appeals. They were both pertaining to denial of opportunity, not denial of credit. No one has appealed a denial of credit. One appeal has been heard by an impartial hearing officer. Just to clarify how those appeals work, if a student/parent feels that they've not been dealt with properly, either they're denied the right to seek credit flexibility or they didn't get the credit they thought they deserved for some reason, they first formally appeal at the district level. Typically, it's not with the person who denied it in the first place, that really doesn't fly well with due process. Once that appeal has run its course, the outcome of that appeal can then be appealed to the state. My role as facilitator of the process is to gather the information from the person who is filing the appeal and from the school district and send all that information to an impartial hearing officer who is an attorney who we have on retainer. That individual issues a finding that is final. We've had one and the school was sustained in the appeal. The second one is still in progress.

**Patti Grey:** With that we come to the close of our hour and we'd like to be respectful of your time. So we thank you for your time this afternoon. You will be receiving a message to fill out a very brief survey for us. The more we get input, the better we can respond and adjust our surveys appropriately. Tom, are there any last words that you have?

**Tom Rutan:** Jamie's got one more question. They use APEX online for many of their classes. If you need an HQT teacher of record, do you contract with APEX online? If you have an MOU with them, the answer would be no. If you don't, the answer would be yes. If you're using APEX online for American History for instance, you better have a teacher of record that's highly qualified serving in that capacity. So it just depends on what your relationship with the vendor and the provider is. If you're buying the program, chances are you need an HQT person. If you're contracting with an organization, then go back to the OC, the outside contractor, and that HQT is resolved that way.

**Patti Grey:** Thank you, Tom, very much for all the important information today. Obviously, people are figuring this issue out and we're here to help and



support throughout the steps that you take. Please don't hesitate to ask a question if you have it and we'll be happy to respond. Otherwise, have a great afternoon. Have a good day everyone.