



## Curriculum and Instruction Independent Study Policy

Board Approved: July 26, 2022

### Purpose and Scope

For Empower Generations to provide a procedure and a framework for eligible students to enroll in the Empower Generations (“school”) Independent Study programs.

### General

1. Independent Study students must be enrolled in Empower Generations Charter.
2. All Independent Study students must sign a new Independent Study Master Agreement (“MA”) every year.
3. Independent Study Teacher of Record – A certificated teacher of Empower Generations schools must supervise, coordinate, and evaluate the work of each student engaged in Independent Study.
4. The Independent Study Teacher of Record may grant no more than one day of apportionment credit (ADA) for each day that the school is in session, and only to the extent of the time value of pupil or student work products as personally judged by Teacher of Record, or the combined time value of pupil work product and pupil participation in synchronous instruction, per learning period.
5. In a charter school, for the purposes of, the ratio of average daily attendance for independent study pupils to full time equivalent FTE certificated employees responsible for independent study shall not exceed a pupil-teacher ratio of 25:1 or the ratio of pupils to full-time equivalent certificated for all other educational programs operated by the largest unified school district, as measured by average daily attendance, as reported at the second principal apportionment in the prior year, in the county or counties in which the charter school operates.
6. An individual with exceptional needs as defined in Education Code Section 56026 may participate in independent study if his or her individualized education program (IEP) specifically provides for that participation.
7. The school shall provide appropriate existing services and resources to enable students to complete their independent study successfully
8. The School Director shall report to the board the number of students in independent study by typical categories of study and duration; the ADA generated; a description of the students’ performance on those indicators of quality which the board may specify; and the number and proportion of students, by typical categories, who graduate or successfully complete their studies.
9. The school will provide content to students aligned to grade level standards that is substantially equivalent to in- person instruction. For high school students, this includes access to all courses offered by the school for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria.

### Master Agreements

The School Director or designee shall ensure that the school executes a written independent study agreement with each participating student as prescribed by law. Individual independent study agreements and any subordinate contracts and assignments must be consistent with the school's adopted course of study.

The independent study agreement for a student must require and cover a study plan that represents no less than the equivalent of a minimum school day for the student's grade level for every school day covered by the agreement. Written agreements may include subsidiary agreements, such as course contracts.

**Written Learning Agreements shall include**

1. A schedule of manner, frequency, date, time, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent or guardian regarding a pupil's academic progress.
2. The objectives and methods of study for the student's work, and the methods utilized used to evaluate that work.
3. The specific resources, including materials and staff, which will be made available to the student. These resources shall include confirming or providing access to all students to the connectivity and devices adequate to participate in the educational program and complete assigned work.
4. A statement of the school's policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the student should be allowed to continue in independent study.
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the student's IEP or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate. In the case of a student who is referred or assigned to any school, class, or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction..

The learning agreement shall be signed by the pupil and, if the pupil is less than 18 years of age, the pupil's parent or legal guardian, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated having responsibility for the special education programming of the student, as applicable. The signed learning agreement constitutes permission from a pupil's parent or legal guardian, if the pupil is less than 18 years of age, for the pupil to receive instruction through independent study.

A physical or electronic copy of the signed learning agreement shall be retained by the charter

school for at least three years and as appropriate for auditing purposes.

For purposes of this section, an electronic copy includes a computer or electronic stored image of an original document, including, but not limited to, portable document format, JPEG, or other digital image file type, that may be sent via fax machine, email, or other electronic means.

Before signing a written agreement, the parent or guardian of a student may request that the school conduct a phone, videoconference, or in-person student-parent-educator conference or other school meeting during which the student, parent or guardian, and, if requested by the student or parent, an education advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study, before making the decision about enrollment or disenrollment in the various options for learning.

#### **Participation may be limited**

1. An individual with disabilities, as defined in Education Code 56026, may participate in independent study if his/her individualized education program specifically provides for such participation. (Education Code 51745)
2. Students enrolling in independent study must be residents of the local county or an adjacent county. (Education Code 51747.3)

#### **Maximum Length of Time to show evidence of work completion**

For pupils in all grade levels offered by Empower Generations charter, the maximum length of time that may elapse to show evidence of work completion shall be twenty (20) school days.

#### **Guidelines for Missing Evidence of Work Completion**

If any student fails to complete at least 75% of work assigned for one learning period, or is not making satisfactory educational progress as defined below, and/or accumulates 20 absences due to insufficient work completion and/or engagement as evaluated by the facilitator, the school may conduct an evaluation to support the needs of the student, which may result in a determination that this independent study program is not an appropriate fit for the student.

A student is deemed to be making “satisfactory educational progress” if the student is progressing toward meeting the goals and/or metrics pursuant to their Personalized Learning Plan and/or their IEP. The School Director or designee is responsible for making this determination based on all of the following indicators:

1. The student’s achievement and engagement in the independent study program, as indicated by the student’s performance on student-level measures of student achievement and student engagement set forth in Education Code Section 52060(d)(4)-(5).
2. The completion of assignments, assessments, or other indicators that show the student is working on assignments.
3. Learning required concepts, as determined by the supervising teacher.
4. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three (3) years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.

Any student wishing to transition to in-person instruction should make a written request to the School Director or designee or to their assigned teacher of record. Upon receipt of the written request, the school will assist the student with enrolling in the in-person program offered by their district of residence and will transfer the student's educational records within five school days.

### **Tiered Reengagement**

If a student does not generate attendance for more than 10% of required minimum instructional time over four continuous weeks of the school's approved instructional calendar, students found not participatory in synchronous instructional offerings pursuant to Education Code 51747.5 for more than 50% of the scheduled times of synchronous instruction in a school month as applicable by grade span, or for student who are in violation of their written agreement, the school will:

1. Verify current contact information for each enrolled student;
2. Notify parents or guardians of lack of participation within one school day of the student's absence or lack of participation (e.g., via email, message, text, telephone, letter, etc.);
3. Reach out to the student directly and/or parents or guardians, as well as health and social services as necessary, to determine the student's needs for reengagement; and
4. If the student has failed to complete at least 75% of work during one learning period or is failing to make satisfactory educational progress as defined herein, the school will schedule a student-parent-educator conference (a meeting involving all individuals who signed the student's written agreement) to review the student's agreement and reconsider the independent study program's impact on the student's achievement and well-being.
5. Implement any local programs intended to address chronic absenteeism, as applicable.

### **Live Interaction and Synchronous Instruction**

Based on each student's grade level, their assigned teacher(s) of record will schedule and offer opportunities for synchronous instruction and daily live interaction at least as frequently as set forth below.

"Live interaction" means interaction between the student and school staff, and may include peers, to maintain school connectedness. Examples of live interaction include check-ins, progress monitoring, provision of services, and instruction, and live interaction can be in-person or in the form of internet or telephonic communication.

"Synchronous instruction" means classroom-style instruction, designated small-group instruction, or one-on-one instruction delivered in person or in the form of internet or telephonic communication by the student's assigned teacher of record(s), and involving live two-way communication.

1. For students in grades TK-3, inclusive, their assigned teacher(s) of record will schedule and offer opportunities for daily synchronous instruction.
2. For students in grades 4-8, their assigned teacher(s) of record will schedule and offer opportunities for weekly synchronous instruction and daily live interaction.
3. For students in grades 9-12, their assigned teacher(s) of record will schedule and offer opportunities for weekly synchronous instruction.

The school will document each student's participation in live interaction and synchronous instruction on each school day, as applicable, in whole or in part for which live interaction or synchronous instruction is provided. A student who does not participate in scheduled live interaction or synchronous instruction on a school day will be documented as non-participatory for that school day for purposes of pupil participation reporting and tiered reengagement.

**Resources Available to Independent Home Study Students**

This student is entitled to school services including, but not limited to, school personnel, a credentialed teacher, textbooks, computers and software, supplementary materials, educational activities, and community services.