



## **River Oaks Academy INDEPENDENT STUDY POLICY**

The Board of Directors of River Oaks Academy has adopted this policy for the Independent Study Program for River Oaks Academy. The Independent Study Program is an optional alternative instructional strategy by which students in grades K- 12 may reach curriculum objectives and grade level advancement requirements. Students who choose the Independent Study Program have the alternative option of returning to a classroom-based instructional program in a school of their district of residence.

Independent Study provides a means of individualizing the educational plan for students whose needs may be met best through study outside of the regular classroom setting. Independent Study is a voluntary educational alternative in which no student may be required to participate. (Education Code § 51747.)

The Director or designee(s) shall ensure that a written Independent Study Master Agreement (“Master Agreement”), as prescribed by law, exists for each participating student. This agreement cannot be valid for longer than one (1) school year. (Education Code § 51747.)

The Independent Study Program entails a commitment by the parent/guardian, the facilitator and the student. As the student gets older, he/she/they assumes a greater portion of the responsibility involved.

Each student’s Independent Study shall be coordinated, evaluated and carried out under the general supervision of a certificated employee. (Education Code § 51747.5.)

The school shall not provide Independent Study students and parents/guardians with funds or items of value that a school district could not legally provide to a similarly situated student of the district or to his or her parent or guardian. (Education Code §§ 46300.6, 51747.3.)

The Director or designee(s) shall ensure that the Independent Study Program is carried out in accordance with the law

### **Maximum Length of Assignment:**

To foster each student's success in Independent Study, the Board establishes the following maximum lengths of time which may elapse between the time an assignment is made and date by which the student must complete the assigned work shall be as follows:

**For Grades K-12, no more than 20 days may elapse between when a teacher makes an assignment and the date by which a student must complete the assigned work**

**(“Assignment Time”). Where special or extenuating circumstances exist, and this set time limit cannot be met, the teacher or designee may approve a period not to exceed an additional 5 days. (Education Code 51747 (a))**

**Evaluation to Determine Whether it is in the Best Interests of the Pupil to Remain in Independent Study**

The Director or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:

1. When any pupil fails to complete three (3) assignments.
2. Missing two (2) consecutive contact appointments between the student and teacher
3. Failure to submit the required and assigned work samples, assessments and/or portfolio items for one (1) school month
4. In the event the pupil’s educational progress falls below satisfactory levels as determined by the River Oaks Charter School’s Academic Probation Policy which considers ALL of the following indicators:
  - a. The pupil’s achievement and engagement in the independent study program, as indicated by the pupil’s performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
  - b. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
  - c. Learning required concepts, as determined by the supervising teacher.
  - d. 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. The record shall be maintained for a period of three 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.

Because River Oaks Academy is a nonclassroom based school using the Independent Study model, it is crucial that the teachers know that a student is completing adequate work under their Independent Study Agreement to make educational progress at a rate similar to a classroom-based program. There are several methods by which the teachers can evaluate if a student is benefitting from delivery of their education through the Independent Study model. In addition to completing assigned lessons and assessments, and submitting original student work to the teachers, direct contact between the teacher and the student, using the means set out in the Master Agreement, is essential in a nonclassroom based program.

Therefore, all of these criteria are considered to be the equivalent of “assignments” (as per Education Code § 51747 (b)) for River Oaks Academy Charter School:

- Substantial and substantive direct contact between the student and teacher (as defined in the Master Agreement), OR:

- Active Participation in the program as evidenced by satisfactory completion of assigned lessons and assessments; OR
- Submission of the required original student work samples (and/or “portfolio items”) to the certificated employee(s) assigned to the student for evaluation.

The following constitutes the definition of a “missed assignment” (as per Education Code 51747 (b)) for River Oaks Academy Charter School:

- Failure to conduct a direct contact (as defined in the Master Agreement) between the student and teacher (the Coaching Teacher and/or other assigned teachers)
- Failure to submit required and assigned work samples, assessments and/or portfolio items to the school

An evaluation may consist of some of the following:

- Attendance based on completion of assignments as quantified by the credentialed teacher
- Demonstration of skills
- Standardized test scores
- Written tests and reports if appropriate
- Oral or written presentations
- Student’s attitude toward learning and achievement
- Punctual attendance at scheduled appointments
- Ability to meet scheduled appointments
- Parent and student preparedness for scheduled appointments
- Student demonstration of adequate and appropriate progress toward Common Core State Standards
- Appropriate learning environment
- Adequate parent/student relationship as necessary to enhance learning process

The evaluation triggered by the missed assignments or lack of satisfactory progress will be delivered to the parents, and to the student if the student is over eighteen (18) years of age. If the student fails to address the issues which led to the evaluation within one week of the delivery of the written evaluation, and with prior written notice to the student’s parent/guardian, the school may involuntarily remove the student as a result of the student’s non-compliance with the Master Agreement in accordance with the terms of the approved charter and Education Code Section 47605.

Parents may appeal decisions in accordance with the procedures as set out in the school handbook, the charter and in accordance with Ed. Code § 47605 (b)(5)(J)(iii) parents will be provided with a written notice of the intent to withdraw a student for non-compliance no less than five school days prior to the effective date of the withdrawal and informed of their right to request an appeal.

## **Academic Content**

The Charter School shall provide content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by the Charter School for graduation and approved by the UC or CSU as credible under the A-G admissions criteria.

### **Tiered Reengagement Strategies**

The Charter School has adopted tiered reengagement strategies for the following pupils:

- a. All pupils who are not generating attendance for more than three (3) school days or 60% of the instructional days in a school week, or 10 percent of required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar;
- b. Pupils found not participatory pursuant to Education Code Section 51747.5 for more than the greater of three schooldays or 60 percent of the scheduled days of synchronous instruction in a school month as applicable by grade span; or
- c. Pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

These procedures are as follow:

- Verification of current contact information for each enrolled pupil;
- Notification to parents or guardians of lack of participation within one (1) school day of the recording of a non-attendance day or lack of participation;
- A plan for outreach from the Charter School to determine pupil needs including connection with health and social services as necessary;
- A clear standard for requiring a pupil-parent-educator conference to review a pupil's written agreement and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.

### **Synchronous Instruction/ Live Interaction**

The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction:

For pupils in transitional kindergarten through grade 3, inclusive, the plan to provide opportunities for daily synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher shall be as follows:

- Daily "Facts and Snacks" time offered by the teacher of record via an online platform

For pupils in grades 4-8, inclusive, the plan to provide opportunities for daily live

interaction between the pupil and a certificated or non-certificated employee of the Charter School and at least weekly synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher shall be as follows:

- Daily Focus Rooms, ELA labs, Math labs, and other life interaction opportunities offered in person or virtually
- Attendance of "Facts and Snacks" time offered by teachers for synchronous instruction

For pupils in grades 9-12, inclusive, the plan to provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher shall be as follows:

- "Facts and Snacks" time offered by the teacher via an online platform

### **Transition to In-Person Instructions:**

No pupil may be required to attend the Charter School. The Charter School shall support families to transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days by providing parent/pupils with options for in-person instruction in their school district of residence or surrounding area.

Students who meet the Criteria for Participation listed below are eligible to participate in the Independent Study Program.

Approval for participation shall be based on satisfying all of the following criteria:

1. Evidence that the student will work independently to complete the Program with monitoring from the Facilitator (either the parent/guardian serving as Facilitator the school's agreement or a school Facilitator)
2. A parent/guardian serving as Facilitator will sign the school's agreement
3. Completion of a Master Agreement for the student per school year. A Master Agreement must be completed and verified each school year in order for a student to be enrolled.

Criteria for participation may include the following:

- a. A sincere desire of the parents to facilitate their child's education by following independent study guidelines.
- b. A positive relationship between parents and student.
- c. Understanding of independent study by all concerned.
- d. A positive attitude by both the parents and the student about independent study and its requirements.
- e. The parents' ability to supervise their child and participate in instruction.
- f. The parents' agreement to meet the requirements in the written agreement.
- g. The student's ability and willingness to work with limited supervision by a certificated
- h. teacher.

- i. Availability of certificated staff to supervise student's study effectively.
- j. Education Code Section 51746(b) provides that a district or county office may require that qualified personnel "assess the achievement, abilities, interests, aptitudes, and needs of participating pupils to determine each of the following:
  - 1. Whether full-time independent study is the most appropriate for the pupil being referred.
  - 2. If the answer to (a) is affirmative, the determination of the most appropriate individualized plan and resources to be made available to pupils enrolled in full-time independent study.

### **Written Agreements and Assignments**

A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:

- a. The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
- b. The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
- c. The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
- d. A statement of the policies adopted pursuant to subdivisions (a) and (b) of Education Code Section 51747 regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in independent study.
- e. The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
- f. 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.
- g. A statement detailing the academic and other supports that will be provided to address the needs of pupils 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 pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
- h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to

participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

- i. Each written agreement shall be signed, before the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
  - Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.
  - For the 2021–22 school year only, the Charter School shall obtain a signed written agreement for an independent study program of any length of time no later than 30 days after the first day of instruction in an independent study program or October 15, whichever date comes later.