

1000 Instruction

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1001 Independent Study

Pursuant to Education Code 51747 and Title 5 California Code of Regulations Section 11701, the River Valley Charter School Board shall establish independent study as a continuously voluntary optional alternative instructional strategy for students in grades 7 through 12.

Independent study is an alternative education designed to teach the knowledge and skills of the core curriculum. River Valley Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study within the customary time frame for completion of that course of study. The independent study option will be substantially equivalent in quality and quantity to that of a comprehensive five day instructional program. The following written policies have been adopted by the Board for implementation at River Valley Charter School:

Missed Assignments and Level of Satisfactory Progress: For all students in grades 7-12, the maximum window of time allowed between the date work is assigned and the date the assignment is due will be 5 school days. When special or extenuating circumstances justify a longer time for individual students, the Principal or their designee may approve a period not to exceed 10 days.

If a student misses four (4) assignments during any period of 15 school days or fails to make satisfactory progress (as defined below), an evaluation by the Principal or his/her designee will be conducted to determine whether it is in the best interest of the pupil to remain in independent study or to return to a regular school program. A written record of the findings of any evaluation made pursuant to this subdivision shall be maintained in the pupil's permanent record and 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.

Satisfactory educational progress shall be based on all of the following indicators, as applicable:

- Pupil achievement and engagement, as measured by all of the following, as applicable:
 - Statewide assessments that are part of the California Assessment of

Student Performance and Progress (a.k.a., “CAASPP”, or any other subsequent assessment as certified by the state board of education),

- The percentage of pupils that have successfully completed courses that satisfy the requirements for entrance to the University of California and California State University,
- The percentage of pupils who have successfully completed courses that satisfy the requirements for career technical education sequences or programs that align with state board-approved career technical education standards and frameworks,
- The percentage of pupils who have successfully completed both the university entrance and career technical courses specified above,
- The percentage of English learner pupils who make progress toward English proficiency as measured by the English Language Proficiency Assessments for California (“ELPAC” or subsequent assessments of English proficiency certified by the state board),
- The English learner reclassification rate,
- The percentage of pupils who have passed an advanced placement exam with a score of “3” or higher, and
- The percentage of pupils who demonstrate college preparedness pursuant to the Early Assessment Program (or any subsequent assessment of college preparedness).

➤ Pupil engagement, as measured by all of the following, as applicable:

- School attendance rates,
- Chronic absenteeism rates,
- Middle school dropout rates,
- High school dropout rates, and
- High school graduation rates.

➤ The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.

➤ Learning requirement concepts, as determined by the supervising teacher.

➤ Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher,

Academic Content: Independent study shall include the provision of content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

Independent study shall include 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 admission criteria.

Tiered Reengagement: For all pupils who are not generating attendance for more than 50 percent of the required minimum instructional time over three continuous weeks of River Valley Charter School’s instructional calendar, found not participatory in required synchronous instructional offerings for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable to the student’s grade span, or who are in violation of their Master Agreement, RVCS shall have local reengagement strategies intended to address chronic absenteeism, as applicable, including at minimum the following reengagement strategies:

- Verifying current contact information for the pupil,
- Notifying parents or guardians of lack of participation within a nonattendance day of the absence or lack of participation,
- A plan for outreach from the school to determine pupil needs, including a connection with health and social services, as necessary,
- A clear standard requiring a pupil-parent-educator conference, as defined below, to review the pupil’s written agreement, reconsider the independent study program’s impact on the pupil’s achievement and well-being, consistent with the school’s policies regarding the maximum amount of time allowed between the assignment and completion of pupil’s assigned work, satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in independent study.

For the purposes of this policy, “pupil-parent-educator conference” means a meeting involving, at a minimum, all parties who signed the pupil’s written independent study agreement.

Opportunities for Live Interaction and Synchronous Instruction: The School shall plan to provide opportunities for live interaction and synchronous instruction as follows for all pupils engaged in independent study *for 16 or more days in a school year*:

- For pupils in grades 7 and 8 inclusive, the School shall plan to provide opportunities for both daily live interaction and at least weekly synchronous instruction for all pupils throughout the year,
- For pupils in grades 9-12 inclusive, the School shall plan to provide opportunities for at least weekly synchronous instruction for all pupils throughout the year,

For the purposes of this policy, “live interaction” means interaction between the pupil and certificated or non-certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including but not limited to wellness checks, progress monitoring, provision of services, and instruction. This live interaction may take place in-person, or in the form of internet or telephonic communication.

For the purposes of this policy, “synchronous instruction” means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between a teacher of record and the pupil.

Return to In-Person Instruction: For pupils whose families wish to return to in-person instruction from independent study, RVCS shall assist in placing them in a school offering classroom-based instruction, and shall allow the student to return expeditiously, and in no case later than five instructional days,

Families of students participating in the Full-Time Independent Study program that wish to transition to the Hybrid program for purposes of this section shall meet with the Principal to discuss the feasibility of that transition due to the lack of alignment between the two programs. This transition would likely result in the student repeating instruction and/or missing instruction. This transition may result in students having to repeat courses and losing the opportunity for some electives or delaying graduation.

Written Agreements: (5 C.C.R. § 11702)

A current written agreement (*also known as the master agreement*) for each independent study pupil shall be maintained on file for each participating student. Each agreement shall be signed, dated, and in effect prior to the start of reporting attendance (ADA) pursuant to that agreement. For a pupil participating in an independent study program, each written agreement shall be signed, 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 the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable.

For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of the Family Code. The independent study agreement for a student will require and cover a study plan that represents the same amount of study that would be required of a student in the classroom and be consistent with the School curriculum and course of study of students participating in the regular classroom setting.

Agreement Content: Each independent study written agreement shall contain at least all of the following provisions:

- 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 academic progress.
- The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
- The specific resources, including materials and personnel that will be made available to the pupil. These resources shall include confirming or providing access for all pupils to the connectivity and devices adequate to participate in the academic program and complete assigned work.
- A statement of the policies adopted 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 prior to an evaluation of whether or not the pupil should be allowed to continue in independent study. The level of satisfactory educational progress and missed assignments shall conform to the requirements specified above in this policy.

- The duration of the independent study agreement, including the beginning and ending dates for participating in independent study, recognizing that no independent study agreement shall be valid for any period longer than one school year.
- A statement of the number of course credits, or for elementary grades pupils, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
- 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 as needed to be consistent with the student's individualized education program or plan pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care, pupils experiencing homelessness, and pupils requiring mental health supports.
- 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.

Written agreements may be maintained electronically along with and may include subsidiary agreements, such as course contracts and assignment and work records. Written agreements may be signed using electronic signatures that comply with applicable state and federal standards and are intended by the signatory to have the same effect as a handwritten signature.

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

If deemed necessary by administration, one or more subjects/courses may be changed or added to the master agreement during the semester.

If a new teacher is assigned during a semester, the teacher's signature and dates will be added to the master agreement.

No apportionment credit will be received for students who complete "extra credit" work or "redo" work after the 15 day window of time has elapsed; students may, as determined by certificated staff, be able to receive partial academic credit for "extra credit" and "redo" work. Only Board approved exceptions to this policy apply.

River Valley Charter School shall comply with the Education Code Sections 51745 through 51749.6 and the provisions of the Charter Schools' Act and the State Board of Education regulations adopted there under.

The Principal shall establish regulations to implement these policies in accordance with the law.

INDEPENDENT STUDY PLAN DUE TO SCHOOL CLOSURE OR MATERIAL DECREASE IN ATTENDANCE FOR AFFECTED STUDENTS:

Note: The sample text below is intended to address requirements for offering emergency instruction in the event of school closure or material decreases in attendance during the 2024-25 school year. Starting in the 2025-26 school year, the language below will need to be amended to align with new requirements inserted by SB 153 (2024) requiring schools to expand their mandated school safety plans to address new deadlines to “engage” students within five days of an emergency and provide remote instruction within 10 days. SB 153 effectively gives schools one year to amend their safety plans to comply with the revised mandates. To avoid confusion during the 2024-25 school year, the sample language below does not address these new laws because these new requirements will not take effect until July 1, 2025.

For any student impacted by fire, flood, impassable roads, epidemic, earthquake, the imminence of a major safety hazard as determined by the local law enforcement agency, a strike involving transportation services to pupils provided by a non-school entity or an order provided for in Education Code section 41422, the School shall offer those students independent study within 10 instructional days of the first day of a school closure or material decrease in attendance. Students with exceptional needs shall receive the services identified in their individualized education programs and may participate in independent study.

As soon as possible, unless prohibited under the direction of the local or state health officer, the School shall reopen for in-person instruction.

RIVER VALLEY PROHIBITS THE FOLLOWING:

- Claiming ADA for any I.S. student who is not a resident of the county in which the apportionment claim is reported or an adjoining county. *EC 46300.2 and 51747.3(b), [MR 7 p. 2]*
- Claiming ADA for a full-time K-12 I.S. student whose residence status is based solely on their parent/guardian/ caregiver’s employment within district boundaries. *EC51747.3(c)*
- Providing charter school I.S. students or their parents or guardians with funds or any other things of value that a school district could not legally provide to students who attend regular classes. *EC 51747.3(a), [MR 7 p. 2]*
- Special Needs/Special Ed students as defined in *EC 56026* from being in I.S. without an IEP (Individualized Education Program) that specifically provides for I.S. *EC 51745(c), [MR 1 p. 4; 3 p. 2; 9 p. 2]* 10.5 The use of I.S. for home/hospital instruction (temporarily disabled student) pursuant to *EC 48206.3. EC 51745(d), [MR 1 p. 5; 3 p. 2; 8 p. 6]*
- Claiming ADA for a student’s independent study prior to the date of the last required signature on the student’s I.S. Agreement. *EC 46300.7 and 51747(c)(8), [MR 8*

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- Claiming ADA for any student if the time value of the student's work products for each assignment has not been personally judged by a certificated teacher. *EC 51747.5(b)*, [MR 2 pp. 4-5, 10-12; 7 p. 2]
- Claiming K-12 ADA for any I.S. student 19 or 20 years of age who has not been continuously enrolled since his/her eighteenth birthday. *EC 46300.1*
- Claiming class size reduction funding for any student enrolled in I.S. *EC 52123(b)*

The Independent Study option is to be substantially equivalent in quality and quantity to classroom based instruction.

I.S. students have equal rights and privileges as students in the classroom program.
EC 51746, 5 CCR 11701.5(c)

K-12 I.S. students are enrolled in a school of the LEA as a condition of apportionment. *EC 51748*

A certificated teacher of the District, COE, or charter school generally supervises, coordinates, and evaluates the work of each I.S. student. *EC 51747.5, 5 CCR 11700(b)*

Charter schools that use I.S. meet the same conditions of apportionment as all other providers under *EC 51745-51749.3. EC 47612.5(b)*

Certificated Teachers will submit to the Independent Study Coordinator one original work sample per student enrolled in their classes each semester per California Code of Regulations, Title 5, 11703 (b) (3).

Supervising Teachers will submit to the Independent Study Coordinator one Independent Study Log per assigned student verifying work completed each academic month per Education Code 51747.

Certificated Teachers will report to the Independent Study Coordinator the 'time value of pupil or student work products' on a weekly basis per Education Code 51747.5 (b).

All course objectives will be consistent with the guidelines established in the California State Standards and the Expected School-wide Learning Results (ESLRs).

Syllabi for academic courses are a part of the master agreement and will include additional descriptions of the major objectives, activities, assignments, and due dates, including methods of study and evaluation. Assignments and projects are turned in to the appropriate classroom teacher. Students will have all the resources normally provided by RVCS available to him or her, including but not limited to, school personnel and faculty, the use of the Media Center, the science lab, and textbooks and other supplementary printed materials specific to any course in which the student is enrolled, and technological devices to complete assigned work.

All teachers will retain semester grade reports for a period of 3 years.