



5003.2 Independent Study Program Administrative Regulations

Effective Date: August 1, 2022

Procedure:

- 1) A Written Learning Agreement shall be kept on file for each independent study student for each year the student attends a JCS Charter School.
- 2) The maximum length of time for all grade levels and all programs operated by a JCS Charter School that may elapse between the time an independent study assignment is made and the date by which the pupil must complete the assigned work is 45 school days.
- 3) The Charter School will ensure that guidelines of Ed Code 51745.6 are met regarding the ratio of ADA to FTE certificated employees.
- 4) Each JCS Charter School will provide resources including, but not limited to, all school personnel, a credentialed teacher, textbooks, technology, if needed; supplementary materials, educational activities, group courses, and community resources.
- 5) An evaluation shall be completed to determine whether it is in the best interest of the student to remain in independent study under the following circumstances:
 - a. In the event that 20% of assignments are missed during a learning period; and
 - b. In the event the student's educational progress falls below satisfactory levels as determined by the Charter School's Adequate Progress Policy and procedure which considers ALL of the following indicators:
 - i. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable pupil-level measures of student achievement and student engagement set forth in Education Code Section 52060 (d) paragraphs (4) and (5).
 - ii. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments.
 - iii. Learning required concepts, as determined by the supervising teacher.
 - iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.
 - c. This evaluation will be documented in the attendance record and learning record documents and will be maintained as a mandatory interim student record which 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.

- 6) The JCS Charter Schools shall provide content aligned to grade level standards that is 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 creditable under the A-G admissions criteria.
- 7) The JCS Charter School has adopted tiered reengagement strategies for all students who are not generating attendance for more than 10 percent of required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar, pupils found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span, or who are in violation of the Written Learning Agreement pursuant to Education Code Section 51747(g).
- 8) These procedures shall include local programs intended to address chronic absenteeism, as applicable, with at least all of the following:
 - a. Verification of current contact information for each enrolled student;
 - b. Notification to parents or guardians of lack of participation within one (1) school day of the absence or lack of participation;
 - c. A plan for outreach from the school to determine if the student needs connection with health and social services as necessary;
 - d. When the Adequate Progress Policy is triggered (as above) a student-parent-teacher conference to review the student's Written Learning Agreement, and reconsider the independent study program's impact on the student's achievement and well-being, consistent with the requirement above regarding the number of missed assignments and level of satisfactory educational progress that will trigger an evaluation as to whether it is in the best interest of the student to remain in independent study.
 - e. A plan to evaluate the student's achievement and necessary support through the Charter School's Multi-Tiered Systems of Support Process.
- 9) The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction:
 - a. For students in transitional kindergarten through grade 3, inclusive, a plan to provide **opportunities** for daily synchronous instruction for all pupils throughout the school year as follows: daily live instruction in a classroom or virtually.
 - b. For students in grades 4-8, inclusive, a plan to provide **opportunities** for both daily live interaction and at least weekly synchronous instruction for all students throughout the school year as follows: daily live interaction and weekly synchronous instruction accessed through the classroom or virtually.
 - c. For students in grades 9-12, inclusive, a plan to provide opportunities for at least weekly synchronous instruction for all students throughout the school year as follows: weekly synchronous instruction accessed through the classroom or virtually.
- 10) The Written Learning Agreement shall be completed for each student each school year and maintained as follows which contains elements required by Education Code 51747, and this form is the adopted

independent study policy of the school.

- a. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for reporting communication with a student's parent or guardian regarding the student's academic progress.
- b. The objectives and methods of study for the student's work, and the methods utilized to evaluate that work.
- c. The specific resources, including materials and personnel, that will be made available to the student. These resources shall include confirming or providing access to all students to connectivity and devices adequate to participate in the educational program and complete assigned work.
- d. A statement of the policies adopted pursuant to Education Code Section 57147 (a) and (b) 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.
- e. 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.
- 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 student upon completion.
- g. 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 individualized education program 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 support.
- h. The inclusion of a statement in each independent study agreement 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 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.
- i. For a pupil participating in an independent study program that is scheduled for more than 14 school days, each Written Learning Agreement shall be signed, before the commencement of independent study, by the student, the student's parent, legal guardian, or caregiver, if the student 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. Beginning in the 2022–23 school year, for a pupil participating in an independent study program that is scheduled for less than 15 school days, each written agreement shall be signed within 10 school days of the commencement of the first day of the pupil's enrollment in 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 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 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.

- 11) It will be made clear to parents that enrollment in the school is voluntary. Independent study is an optional educational alternative in which no student may be required to participate. The student will always be eligible to return to their local school district. The JCS Charter School will assist with the transition of students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days from a written request.
- 12) The appropriately credentialed teacher will complete attendance records, including contemporaneous records, pursuant to Ed Code 51474.5(b)-(d)

Definitions:

The following definitions for Independent Study Programs are incorporated herein by reference (EC 51745.5)

“Live interaction” means interaction between the student and local educational agency classified or 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 interaction may take place in person, or in the form of internet or telephonic communication.

“Local educational agency” means the charter school.

“Student-parent-teacher conference” means a meeting involving, at a minimum, all parties who signed the student’s Master Agreement pursuant to subdivision (g) of Section 51747 or the written learning agreement pursuant to subdivision (b) of Section 51749.6.

“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 the teacher and pupil. Synchronous instruction shall be provided by the teacher or teachers of record for that student pursuant to Section 51747.