2022-23 LFCS Independent Study Board Policies

These policies apply to all pupils participating in independent study at **Literacy First Charter Schools including its Freedom Academy** (the “School”).

Each student’s independent study shall be coordinated, evaluated, and carried out under the general supervision of an assigned certificated employee or employees.

**Special Education Students:** Students with disabilities may participate in independent study programs upon the condition that an IEP team, including the student(s)’ parent(s) or guardian(s), determine the student can receive a free and appropriate education through the independent study program(s). This determination must also be articulated in the student’s IEP.

For students in all programs of independent study, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be as follows:

* For pupils in kindergarten and grades one through three, **no more than 20 days.**
* For pupils in grades four through eight, **no more than 20 days.**
* For students in grades nine through twelve, **no more than 20 days.**

When special or extenuating circumstances justify a longer time for individual students, the director or their designee may approve a period not to exceed **40 days.**

***Missed Assignments and Level of Satisfactory Progress:***When any student fails to complete **3 missed assignments** during any period of 20 days or fails to make satisfactory progress as defined below, the school will conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study or to return to the 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.
	+ Schoolwide Aimsweb scores which measure student achievement and progress in both Language Arts and Math. Aimsweb is a national normed progress monitoring tool.
	+ The percentage of English learner pupils who make progress toward English proficiency as measured by the English Language Proficiency Assessments for California.
	+ The English learner reclassification rate.
* Pupil engagement, as measured by all of the following, as applicable:
	+ School attendance rates
	+ Chronic absenteeism 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.
* Parent and/or student engagement in teacher communication through email, phone, text or in person meetings.

**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.

**Tiered Reengagement:** For all pupils who are not generating attendance for more than 10% of instructional time over four continuous weeks or students not participating in synchronous instruction offerings for more than 50% of the scheduled times for such instruction in a school month, or who are in violation of their written agreement, the school shall have procedures including the following reengagement strategies:

* Verifying current contact information for the pupil,
* Notifying parents or guardians of lack of participation within one school day of the absence or lack of participation.
* Conduct a pupil-parent-educator conference to discuss and determine the pupil’s academic, health and social emotional needs, and develop a personal plan for the pupil’s success and reengagement. The school will connect the parent and pupil with health and social services, or additional resources as necessary.
* Every 20 days, a pupil-parent-educator conference, as defined below, is required 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 provide opportunities for live interaction and synchronous instruction starting on the 15th day of a student’s independent study program as follows for all pupils engaged in independent study:

* For pupils in transitional kindergarten through grades 1 to 3 inclusive, the School shall plan to provide opportunities for daily synchronous instruction through an online platform, telecommunication, and/or video communication for all pupils throughout the year,
* For pupils in grades 4 to 8 inclusive, the School shall plan to provide opportunities for both daily live interaction and at least weekly synchronous instruction through an online platform, telecommunication, and/or video communication for all pupils throughout the year,
* For pupils in grades 9-12 who fall under an independent study contract due to quarantine or other short term absences, the school will provide opportunities for weekly synchronous instruction through an online platform, telecommunication, and/or video communication.

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 the teacher of record and the pupil.

The school will record the attendance of students to the synchronous instruction described above and contact parents within one school day of the recording of a student’s non-participation. Non-participation in synchronous will trigger tier reengagement strategies and actions.

***Exceptions:*** Students who are otherwise enrolled in classroom based programs but who participating in independent study due to receiving specified clinical treatments or in patient treatment for health care or substance abuse are exempt from live interaction, synchronous instruction, tiered reengagement, and a transition plan.

***Return to In-Person Instruction:*** For any student required to return to in person instruction, Literacy First will notify the student’s district of residence in no less than five instructional days to recommend enrollment in their local brick and mortar program.

***Written Master Agreements:***(5 C.C.R. § 11702) A current written agreement for each independent study pupil shall be maintained on file for each participating student. Each agreement shall be signed, dated, and in effect at least 15 days prior to the start of reporting attendance (ADA) pursuant to that agreement and at least 10 days prior to an independent study program of less than 15 days in duration. 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 equitable to 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 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 shall be signed, prior to the commencement of independent study, by the pupil, the pupil’s parent/guardian/caregiver if the pupil is less than 18 years of age, the certificated employee designated as responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. 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 section, and upon the request of the parent or guardian of a pupil, the School shall 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.

Adopted:

Amended: