



Independent Study Policy

Board Approved: July 26, 2022

Revised Approved Date: June 17, 2026

Purpose and Scope

For Empower Generations ("School") to provide written policies pursuant to Education Code Section 51747.

General

1. The School may claim no more than one day of apportionment credit for each day that the school is in session, and only to the extent of the time value of learner work products, as personally judged in each instance by a certificated teacher employed by the School, or the combined time value of learner work product and learner participation in synchronous instruction.
 - For purposes of this section, "learner work products" may include the daily time value spent by a learner engaged in asynchronous instruction, including work completed on an online or computer-based instructional activity, regardless of whether learner work products are produced, if the computer program documents learner participation. The School shall maintain documentation of each hour or fraction of an hour of both learner work products (i.e., by assigning a time value to learner work products) and the time that the learner engaged in asynchronous instruction (e.g., tracking of time spent in asynchronous instruction).
 - For purposes of this section, "learner participation in synchronous instruction" may include, but is not limited to, learner work produced or performed, or documentation that the learner participated in an instructional period either virtually or verbally, as verified by a certificated employee and maintained by the School for each hour or fraction thereof of the synchronous instructional offering.
2. The ratio of average daily attendance for independent study learners to full time equivalent certificated employees responsible for independent study shall not exceed a pupil-teacher ratio of 25:1 or the ratio of learners to full-time equivalent certificated employees 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 School operates.
3. An individual with exceptional needs as defined in Education Code Section 56026 may participate in independent study if their Individualized Education Program (IEP) specifically

provides for that participation.

4. The School will provide content to learners aligned to grade level standards that is substantially equivalent to in-person instruction. For high school learners, 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.
5. The School shall comply with all applicable laws, as may be updated from time to time, including but not limited to Education Code Section 51744 et seq., 5 CCR 11700 et seq., the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted thereunder.
6. The School Director or designee is authorized to take any necessary actions to implement these policies in accordance with applicable law.

Written Agreements

A current written agreement for each independent study learner shall be maintained on file. Individual independent study written agreements and any subordinate contracts and assignments must be consistent with the School's adopted course of study.

Written agreements may include subsidiary agreements, such as course contracts, assignments and work records.

Written Agreements Shall Include:

1. The manner, frequency, time, and place for submitting a learner's assignments, for reporting the learner's academic progress, and for communicating with a learner's parent, legal guardian, or caregiver regarding a learner's academic progress.
2. The objectives and methods of study for the learner's work, and the methods utilized to evaluate that work.
3. The specific resources, including materials and staff, which will be made available to the learner. These resources shall include confirming or providing access to all learners to the connectivity and devices adequate to participate in the educational program and complete assigned work.
4. A statement of the School's 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 learner's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the learner should be allowed to continue in independent study.
5. The duration of the independent study written agreement, including the beginning and ending dates for the learner's participation in independent study under the written agreement. No independent study written 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 written agreement, to be earned by the learner upon completion.
7. A statement detailing the academic and other supports that will be provided to address the needs of learners who are not performing at grade level, or need support in other areas, such as English Language Learners, individuals with exceptional needs in order to be consistent with the learner's IEP or plan pursuant to Section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), learners in foster care or experiencing homelessness, and learners requiring mental health support.
8. A statement that independent study is an optional educational alternative in which no learner may be required to participate. In the case of a learner 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 learner through independent study only if the learner is offered the alternative of classroom instruction.

The written agreement shall be signed by the student, the learner's parent, legal guardian, or caregiver if the learner 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 learner., as applicable. For purposes of this paragraph, "caregiver" means a person who has met the requirements of Part 15 (commencing with Section 6550) of Division 11 of the Family Code.

A physical or electronic copy of the signed written agreement shall be retained by the 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.

In the event that the certificated employee designated as having responsibility for the general supervision of independent study ("Supervising Educational Facilitator of Record") changes/is replaced mid-year, the new Supervising Educational Facilitator of Record shall sign an Addendum to the written agreement for independent study. Only the Supervising Educational Facilitator is required to sign.

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

Maximum Length of Time to Show Evidence of Work Completion

For learners in all grade levels and programs offered by the School, the maximum length of time that may elapse between the time an independent study assignment is made and the date by which the learner must complete the assigned work, shall be twenty-five (25) school days.

Guidelines for Missing Evidence of Work Completion

If any learner fails to complete at least 75% of work assigned for one learning period, or is not making satisfactory educational progress as defined below, or accumulates 20 absences in a school year due to insufficient work completion and/or engagement, the School Director or designee shall conduct an evaluation to determine whether it is in the best interest of the learner to remain in independent study.

A learner is deemed to be making "satisfactory educational progress" if the learner is on track to enter the next grade level at the completion of the current school year and/or progressing toward meeting their goals pursuant to their Individualized Education Plan (IEP). The School Director or designee is responsible for making this determination based on all of the following indicators:

1. The learner's achievement and engagement in the independent study program, as indicated by the learner's performance on applicable learner-level measures of learner achievement and learner engagement set forth in Education Code Section 52060(d)(4)- (5).
2. The completion of assignments, assessments, or other indicators that show the learner 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 learner record. This record shall be maintained for a period of three (3) years from the date of the evaluation and if the learner transfers to another California public school, the record shall be forwarded to that school.

Procedures for Tiered Reengagement

If a learner does not generate attendance for more than 10% of required minimum instructional time over four continuous weeks of the school's approved instructional calendar, is found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50% of the scheduled times of synchronous instruction in a school month as applicable by grade span, or is in violation of their written agreement pursuant to Education Code Section 51747(g), the School will:

1. Verify current contact information for each enrolled learner ;
2. Notify parents, legal guardians, or caregivers of lack of participation within one school day of the learner's absence or lack of participation (e.g., via email, message, text, telephone, letter, etc.);
3. Reach out to the learner directly and/or parents, legal guardians, or caregivers as well as health and social services as necessary, to determine the learner's needs for reengagement; and
4. Schedule a learner-parent-educator conference (a meeting involving all individuals who signed the learner's written agreement) to review the learner's agreement and reconsider the independent study program's impact on the learner's achievement and well-being.
5. Implement any local programs intended to address chronic absenteeism, as applicable.

Plan for Live Interaction and Synchronous Instruction

Based on each learner's grade level, the School will schedule and offer opportunities for synchronous instruction and live interaction at least as frequently as set forth below.

"Live interaction" means interaction between the learner and School staff, and may include peers, provided for the purpose of maintaining school connectedness. Examples of live interaction include but are not limited to check-ins, progress monitoring, provision of services, and instruction. Live interaction may take place 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 communications by the learner's assigned teacher of record(s), and involving live two-way communication between the teacher and learner.

1. For learners in grades TK-3, inclusive, their assigned teacher(s) of record will schedule and offer opportunities for daily synchronous instruction for all learners throughout the school year.
2. For learners in grades 4-8, their assigned teacher(s) of record will schedule and offer opportunities for at least weekly synchronous instruction, and a School employee (classified or certificated) will schedule and offer daily live interaction for all learners throughout the school year.
3. For learners in grades 9-12, their assigned teacher(s) of record will schedule and offer opportunities for at least weekly synchronous instruction for all learners throughout the school year.

The School will document each learner'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 learner 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 learner participation reporting and tiered reengagement.

Plan to Transition Learners Whose Families Wish to Return to In-Person Instruction

When any family notifies the School in writing of their wish to return to in-person instruction, the School will support the transition of the learner(s) from independent study expeditiously and in no case later than five (5) instructional days, by providing the family with a list of schools in the school district of residence and the surrounding area with options for in-person instruction.