

**Desert Trails Preparatory Academy**  
**Independent Study Policy**  
**Student Policies**  
**Board Action: Approved 4 Ayes**  
**Effective Date: July 21, 22**

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Definitions

The following definitions for independent study programs apply to this Independent Study Policy of Desert Trails Preparatory Academy (“DTPA”):

“Live interaction” means interaction between the pupil and DTPA 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.

“Pupil-parent-educator conference” means a meeting involving, at a minimum, all parties who signed the pupil’s written independent study agreement (“Written Agreement”).

“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(s) of record for that pupil pursuant to EC Section 51747.5.

Policies

1. Independent study is a voluntary, educational alternative in which no student may be required to participate.
2. Enrollment in independent study requires a dated and signed Written Agreement between the student, parent/guardian, 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 student, as applicable. For a student participating in independent study that is scheduled for 14 or less school days, the Written Agreement must be signed within 10 school days of the commencement of the first day of the student’s participation in independent study. For a student participating in independent study that is scheduled for at least 15 school days, the Written Agreement must be signed before the commencement of independent study.

Each Written Agreement shall include at least the following:

- a. The manner, time, frequency, and place for submitting a pupil's assignments, for reporting his or her 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 utilized 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 herein 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.
  - e. The duration of the Written Agreement, including beginning and ending dates for the pupil's participation in independent study under the agreement. No Written 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 IEP or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973, pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
  - h. The inclusion of a statement in each Written 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 EC Section 48915 or 48917, the Written 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.
3. All students enrolled in the independent study program must have the same access to existing services and resources as students in a traditional school setting. Content in independent study shall be aligned to grade level standards substantially equivalent to in-person instruction.
  4. The Principal or designee must approve each independent study Master Agreement and

no guarantee is provided that independent study will be approved for any pupil.

5. The maximum length of time that may elapse between the time an independent study assignment is made and the date by which the student must complete the assigned work is 10 school days. However, no more than 5 school days will elapse between the student/parent and teacher meetings.
6. When any student fails to complete 5 assignments during any period of 5 school days, or fails to make “satisfactory educational progress” as defined in this Section 6, the Principal or designee shall conduct an evaluation to determine whether it is in the best interests of the student to remain in independent study. A written record of this evaluation will be kept in the student’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.

For purposes of this policy, a student is deemed to be making “satisfactory educational progress” if the student is on track to enter the next grade level at the completion of the current school year and/or progressing toward their goals pursuant to their individualized education program (“IEP”). The Principal or designee is responsible for making this determination based on 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 EC Section 52060(d)(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 teacher(s) of record.
  - d. Progressing toward successful completion of the course of study, as determined by the teacher(s) of record.
7. No student shall be prohibited from participating in independent study solely on the basis that the pupil does not have the materials, equipment, or internet access that are necessary to participate in the independent study course. DTPA shall provide access to connectivity and devices adequate to participate in an independent study program and complete assigned work. Such materials shall not be considered funds or other things of value.
  8. A student with exceptional needs (as defined in EC Section 56026) may participate in independent study if the student’s IEP specifically provides for that participation. If a parent or guardian of an individual with exceptional needs requests independent study,

the student's IEP team shall make an individualized determination as to whether the student can receive a free appropriate public education in an independent study placement. A student's inability to work independently, the student's need for adult support, or the student's need for special education or related services shall not preclude the IEP team from determining that the student can receive a free appropriate education in an independent study placement.

9. This Section 10 only applies to pupils who participate in independent study at DTPA for at least 15 school days in a school year.

9.1 For pupils who are not generating attendance for more than 10 percent of required minimum instructional time over four continuous weeks of the school's approved instructional calendar, pupils found not participatory in synchronous instructional offerings pursuant to EC 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 pupils who are in violation of the Written Agreement, tiered reengagement strategies will be implemented including:

- a. Verification of current contact information for each enrolled pupil;
- b. Notification to parents or guardians of lack of participation within one school day of the recording of a non-attendance day or lack of participation (e.g., via email, text message, telephone, letter, etc.);
- c. Reaching out to the pupil directly and/or parents or guardians, as well as health and social services as necessary, to determine pupil's needs for reengagement;
- d. If the pupil has failed to complete three assignments during any period of ten school days or is failing to make satisfactory educational progress as defined in Section 6 herein, DTPA will schedule a pupil-parent-educator conference (a meeting involving all individuals who signed the pupil's written agreement) to review the pupil's written agreement and reconsider the independent study program's impact on the pupil's achievement and well-being;
- e. Implement any DTPA programs intended to address chronic absenteeism, as applicable.

9.2 Based on each pupil's grade level, their teacher(s) of record will schedule and offer opportunities for synchronous instruction and daily live interaction at least as frequently as set forth in sections a-c below:

- a. Grades TK to 3: opportunities for daily synchronous instruction for all pupils throughout the school year.
- b. Grades 4 to 8: opportunities for both daily live interaction and at least weekly synchronous instruction for all pupils throughout the school year.

DTPA will document each pupil'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 as part of the independent study program. A pupil 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 pupil participation reporting and tiered reengagement pursuant to EC Section 51747.

- 9.3 A pupil's parent/guardian may request their pupil return to in-person instruction from independent study by making a written request to the Principal or the pupil's teacher(s) of record. If there is capacity in DTPA's in-person program at the pupil's grade level, DTPA will transition the pupil within five school days. If there is not capacity in DTPA's in-person program at the pupil's grade level, DTPA will transition the pupil in enrolling in the in-person program offered by their district of residence, transfer the pupil's educational records within five school days, and offer the pupil an opportunity to join DTPA's waitlist for the pupil's grade level.
  - 9.4 Sections 9.1, 9.2, and 9.3 of this policy do not apply to students who, under the care of appropriately licensed professionals, participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse. Charter School shall obtain evidence from appropriately licensed professionals of the need for students to participate in independent study pursuant to this section 9.4.
10. Before signing a Written Agreement pursuant to this policy, the parent or guardian of a student may request that DTPA conduct a telephone, 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.
  11. DTPA may claim apportionment credit for independent study only to the extent of the time value of student work products, as personally judged in each instance by a certificated teacher employed by DTPA, or the combined time value of student work product and student participation in synchronous instruction.
  12. DTPA is not required to sign and date pupil work products when assessing the time value of pupil work products for apportionment purposes.
  13. DTPA shall maintain written or computer-based evidence of pupil engagement that

includes, but is not limited to, a grade book or summary document that, for each class, lists all assignments, assessments, and associated grades.