

KINGS VALLEY ACADEMY II

PERSONALIZED LEARNING POLICY

This Board Policy shall apply to all pupils participating in Personalized Learning at Kings Valley Academy II (“Charter School”).

1.0 POLICY ON ADMISSIONS AND ENROLLMENT

- 1.1 The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations.
- 1.2 The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).
- 1.3 The Charter School is a public school of choice, which shall enroll all students who wish to attend subject only to capacity. No student shall be required to attend the Charter School. If the Charter School receives a greater number of applications than there are spaces for students, it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2) and Education Code Section 51747.3, admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B).
- 1.4 The Charter School shall not discourage a pupil from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in clause (iii) of subparagraph (B) of paragraph (2) [pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation]. [Ref. Education Code Section 47605(e)(4)(A)]
- 1.5 The Charter School shall not request a pupil’s records or require a parent, guardian, or pupil to submit the pupil’s records to the Charter School before enrollment. [Ref. Education Code Section 47605(e)(4)(B)]
- 1.6 The Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any

reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in clause (iii) of subparagraph (B) of paragraph (2) [pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation]. This subparagraph shall not apply to actions taken by the Charter School pursuant to the procedures described in subparagraph (J) of paragraph (5) of subdivision (b) [pupil suspension and expulsion procedures]. [Ref. Education Code Section 47605(e)(4)(C)]

- 1.7 The Charter School shall post and maintain on its internet website a notice developed by the California Department of Education of the requirements of Education Code Section 47605(e). The Charter School shall provide a parent or guardian, or a pupil if the pupil is 18 years of age or older, a copy of this notice at all of the following times: (i) when a parent, guardian, or pupil inquires about enrollment; (ii) before conducting an enrollment lottery; and (iii) before disenrollment of a pupil. [Ref. Education Code Section 47605(e)(4)(D)]
- 1.8 A person who suspects that the Charter School has violated Education Code Section 47605(e)(4) may file a complaint with the chartering authority. [Ref. Education Code Section 47605(e)(4)(E)]

2.0 POLICY ON INDEPENDENT STUDY

- 2.1 The Charter School shall offer independent study to meet the educational needs of pupils enrolled in the Charter School. Independent study is an alternative education designed to teach the knowledge and skills of the core curriculum. The Charter School shall provide appropriate services and resources to enable pupils to complete their independent study successfully.
- 2.2 The Charter School shall comply with all applicable state and federal laws regarding independent study instruction, including Education Code Sections 51745 through 51749.3, and the provisions of the Charter Schools Act and the State Board of Education regulations adopted thereunder.
- 2.3 Each student's Personalized Learning (also referred to herein as "Independent Study") shall be coordinated, evaluated, and carried out under the general supervision of an assigned certificated employee or employees.
- 2.4 **Satisfactory Educational Progress**

Students shall make Satisfactory Educational Progress (SEP), meaning a student's successful completion of coursework towards a High School Diploma, Certificate of Completion, or credit recovery, as applicable, as well as complying

with attendance requirements and the student's independent study agreement. SEP will be evaluated based on each student's Personalized Learning Plan that was developed in consultation with students, parents, guardians, caregivers, teachers, and other relevant stakeholders.

2.5 Student Work Assignments

For pupils in all grade levels offered by the Charter School, the maximum length of time that may elapse between the time a Personalized Learning assignment is made, and the date by which the pupil must complete the assigned work shall be twenty (20) school days; or as modified by an assigned credentialed teacher at the time the work is assigned to the pupil. When special or extenuating circumstances justify a longer time for individual pupils, the credentialed teacher may approve a period not to exceed eight (8) weeks.

2.6 Independent Study Evaluation

The School Administrator or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study when the following occur:

1. When the student fails to comply with or meet the requirements of the independent study agreement described in Section 2.13.
2. When the student is not making SEP described in Section 2.4.
3. When the student fails to meet the requirements of the Tiered Reengagement Strategies described in Section 2.9.
4. When any pupil fails to complete three (3) assignments during any period of twenty (20) school days.
5. When the student's educational progress falls below satisfactory levels as determined by the Charter School's Multi-Tiered, Multi-Domain System of Support (MTMDSS) Team procedure, which considers ALL of the following indicators in accordance with Education Code Section 51747(b)(2):
 - 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 Education Code Section 52060(d), paragraphs (4) and (5).
 - b. The completion of assignments, assessments, or other indicators including, but not limited to, Daily Learning Logs and other required documentation that the pupil is working on assignments.
 - c. Learning required concepts, as determined by the supervising teacher.
 - d. 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 made pursuant to this section

shall be 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.

If it is determined through the evaluation that independent study is not in the best interests of the student, the student will be recommended for involuntary removal described in Section 2.7.

If a student recommended for involuntary removal is eligible for special education or has a Section 504 plan, the Charter School may convene an IEP or Section 504 meeting, respectively, prior to removing the student to discuss whether the reason for the involuntary removal is related to the student's disability and whether the IEP or Section 504 plan needs to be updated. If the team determines the reasons are related to the disability, the IEP or Section 504 team will also determine whether additional assessment is needed and/or whether the IEP or Section 504 Plan should be amended.

The Charter School will follow all applicable state and federal laws for both the evaluation and IEP/Section 504 meetings. If needed to accommodate an assessment process, IEP, or Section 504 meeting, the involuntary removal process may be paused pending the outcome of an evaluation and subsequent meeting. No student will be involuntarily removed if lack of attendance at assessments and/or special education services is directly related to a disagreement or dispute about the Charter School's offer of a free appropriate public education.

2.7 Involuntary Removal Procedures

1. Written Notice

Pursuant to Education Code Section 47605(c)(J)(iii), if it is determined Independent Study is not in the best interest of the student, no pupil shall be involuntarily removed by the Charter School for any reason, unless the parent or guardian of the pupil has been provided written notice of the intent to remove the pupil no less than five school days before the effective date of the action.

The written notice shall be in the native language of the pupil or the pupil's parent or guardian, or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights

holder, the foster child’s educational rights holder, attorney, and county social worker, or the Indian child’s tribal social worker and, if applicable, county social worker of the right to initiate, before the effective date of the action, an involuntary removal hearing. If the pupil’s parent or guardian, the homeless child’s educational rights holder, the foster child’s educational rights holder, attorney, or county social worker, or the Indian child’s tribal social worker or, if applicable, county social worker initiates the involuntary removal hearing procedures, the pupil shall remain enrolled and shall not be removed until the Charter School issues a final decision.

For purposes of this clause, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in the Charter School’s discipline policy and procedures.

A foster child’s educational rights holder, attorney, and county social worker and an Indian child’s tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information.

The written notice shall include the following:

- a. The Charter School’s intent to involuntarily remove the student from the independent study program.
- b. The reason(s) the Charter School intends to involuntarily remove the student.
- c. The right to request a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate.
- d. The parent(s)/guardians, or student eighteen or older must submit a request for an appeal hearing within five (5) calendar days from the date of the notice.
- e. If a hearing is requested, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision.
- f. If no hearing is requested, the student shall be removed from the school on the date listed on the notice.
- g. If a student is removed from the independent study program, a notice will be sent to the student’s district of residence within thirty (30) days.

2. Involuntary Removal Hearing Procedures

- a. When a hearing is requested, the Superintendent or designee will appoint a neutral hearing officer. The Charter School will convene the hearing within a reasonable number of days, which shall occur, at most, on or before thirty (30) school days from the date of the hearing request. Pending

the results of the hearing, the student shall remain enrolled.

- b. The written notice of the hearing shall be in the native language of the student or the student's parent/guardian, or, if the student is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the student is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall include the following information:
 - i. The date, time, and address of the involuntary removal hearing.
 - ii. That the hearing shall be adjudicated by a neutral hearing officer, who is neither a current teacher of the student nor the administrator recommending the involuntary removal.
 - iii. That a Charter School representative will be present at the hearing to present testimony, evidence, and/or witnesses to support the recommendation for involuntary removal.
 - iv. That the student, parent/guardian, or educational rights holder may present testimony, evidence, and/or witnesses.
 - v. That the student, parent/guardian, or educational rights holder has the right to bring legal counsel or an advocate.
 - vi. That the student, if eighteen or older or the parent/guardian, or educational rights holder, must notify the Charter School if they will have such representation so that the Charter School can determine if it will also be represented. Notification of representation must be provided to the Charter School at least three (3) school days before the hearing date or the Charter School may reschedule the hearing.
 - vii. That the student, if eighteen or older or the parent/guardian, or educational rights holder, must be present at the hearing.
- c. On the date of the hearing, if the student, if eighteen or older, or the parent/guardian, or educational rights holder are not present, the hearing shall be canceled, and the student shall be considered involuntarily removed as of the date of the hearing. The Charter School will send written notice to the parent, guardian, educational rights holder, or student eighteen or older that the student has been involuntarily removed.
- d. The neutral hearing officer will consider testimony, evidence, and/or witnesses presented by the Charter School and the student. After both the Charter School and the student have had a fair opportunity to present their cases, the neutral hearing officer shall make a decision. Written notice of the decision will be issued to the parent, guardian, educational rights holder, student eighteen or older, and the Area Superintendent within five

(5) school days of the involuntary removal hearing. The neutral hearing officer's decision shall be final.

- e. If the decision is to involuntarily remove the student, they will be considered removed as of the date of the written notice, and the Charter School shall notify the student's district of residence.
- f. If the student is not involuntarily removed, they shall remain enrolled at the Charter School. Nothing in the decision will prevent the Charter School from making a similar recommendation for involuntary removal in the future, consistent with this Policy and applicable laws.

2.8 Academic Content

The Charter School shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the local educational agency for graduation and approved by the University of California or the California State University as creditable under the A–G admissions criteria.

2.9 Tiered Reengagement Strategies

The Charter School has established procedures for tiered reengagement strategies for the following students in accordance with Education Code Section 51747(d):

1. 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;
2. Students 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
3. Students who are in violation of the written agreement pursuant to Education Code Section 51747(g) and Section 2.13.

The procedures for tiered reengagement strategies include local programs intended to address chronic absenteeism, as applicable, with at least all of the following in accordance with Education Code Section 51747(d):

1. Verification of current contact information for each enrolled student.
 - a. During each regularly scheduled appointment, supervising teachers and support staff shall verify and update student contact information.

2. Notification to parents or guardians of lack of participation within one school day of the recording of a nonattendance day or lack of participation.
 - a. Parents, guardians, or caregivers will be contacted within one school day of the recording of a non-attendance day or lack of participation.
3. A plan for outreach from the Charter School to determine student needs, including connection with health and social services as necessary.
 - a. A reengagement letter will be sent via email or hard copy to parents, guardians or caregivers whose students are making unsatisfactory educational progress and for whom other forms of outreach have been unsuccessful.
 - b. A preventative meeting will be scheduled to offer resources, including connection with health and social services as needed.
4. A clear standard for requiring a pupil-parent-educator conference to review a pupil's written agreement, and reconsider the independent study program's impact on the student's achievement and well-being, consistent with the policies adopted pursuant to Education Code Section 51747(g)(4).
 - a. An Attendance Intervention Meeting (AIM) will be conducted after a student has missed three (3) assignments during any period of 20 school days, and is determined to be making unsatisfactory educational progress. During the AIM meeting, an evaluation will be conducted to determine whether it is in the best interests of the student to remain in independent study, or whether the pupil should return to the regular school program. The meeting shall include a review of the pupil's written independent study agreement, and reconsideration of the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant Sections 2.4 through 2.6, above. If the student and parent/guardian/caregiver elect to stay enrolled, the team will develop an agreement to help support the student to make satisfactory educational progress, including additional resources and supports. At a minimum, all parties who signed the independent study agreement will be in attendance including, but not limited to, the student, parent/guardian/caregiver, the supervising teacher, and the student retention support staff.
 - b. If the student continues to make unsatisfactory educational progress, then a Student Retention Meeting (SRM) will be scheduled to review the student's progress, remove any additional barriers, and serve as a last attempt to re-engage the student.
 - c. If the student continues to make unsatisfactory educational progress after the SRM, the School Administrator or designee will evaluate the student to determine whether it is in the best interests

of the student to remain in independent study consistent with the procedures in Section 2.6, above, and, pending the outcome of the evaluation, the student may be recommended for involuntary removal consistent with the procedures in Section 2.7, above.

2.10 Instruction

In accordance with Education Code Section 51747(e) and the definitions provided in Education Code Section 51745.5, the Charter School's plan to provide opportunities for instruction for all pupils throughout the school year are as follows:

- Grades TK/K-3:
 - **Daily synchronous instruction** will be provided by the student's teacher(s) of record in-person, virtually, or telephonically on a daily basis.
- Grades 4-8:
 - **Daily live interaction** will be provided by a classified or certificated staff member, on a daily basis. Live interaction is offered virtually and in-person.
 - **Weekly synchronous instruction** will be provided by the student's teacher(s) of record in-person, virtually, or telephonically on a weekly basis.
- Grades 9-12:
 - **Weekly synchronous instruction** will be provided by the student's teacher(s) of record in-person, virtually, or telephonically on a weekly basis.

2.11 Documentation Requirements

The Charter School shall document each pupil's participation in live interaction and synchronous instruction pursuant to Section 51747 on each schoolday, as applicable, in whole or in part, for which independent study is provided. A pupil who does not participate in independent study on a schoolday shall be documented as nonparticipatory for that schoolday. [Ref. Education Code Section 51747.5(c)]

The Charter School 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. [Ref. Education Code Section 51747.5(d)]

2.12 Student Transition Plan

In accordance with Education Code Section 51747(f), the Charter School shall assist in the transition of pupils whose families wish to return to in-person

instruction expeditiously, and, in no case, later than five instructional days. As the Charter School is a nonclassroom-based charter school, it does not provide students an in-person or traditional classroom-based instructional program option for transfer. As such, upon notification that a family wishes to return to in-person instruction, the Charter School shall assist the family by providing a list of local school options within their district of residence and a weblink to [greatschools.org](https://www.greatschools.org), and any other actions within the reasonable control of the Charter School that are necessary to assist in the student's transfer including, but not limited to, transfer of pupil records as required by state law, and follow-up procedures from the Charter School's student retention support team.

2.13 **Independent Study Agreement**

A current written independent study agreement for each Personalized Learning pupil shall be maintained on file for each participating student, including but not limited to, all of the following:

- 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, guardian, or caregiver regarding a pupil's 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 to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
- 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 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 duration of the independent study agreement, including beginning and ending dates for the pupil's participation in independent study under the agreement. 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 the elementary grades, 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 in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or 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. In the case of a pupil 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 pupil through independent study only if the pupil is offered the alternative of classroom instruction.
- Each written agreement shall be signed, prior to the commencement of 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 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.

2.14 The Area Superintendent, Principal or designee may establish regulations to implement these policies in accordance with the law.

2.15 If a permanent change in the supervising teacher occurs, the new supervising teacher must sign and date an independent study agreement addendum. By doing so, the teacher agrees to all the terms previously set forth in that independent study agreement.

2.16 If a student is designated as needing special education services after enrollment, a Special Education Specialist must sign and date an independent study agreement addendum.