

PRIVACY OF AND ACCESS TO STUDENT RECORDS

I understand that New West adheres to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a Federal law that protects the privacy of and governs access to my child's education records. FERPA defines the school's responsibilities as well as my rights with respect to my child's education records. New West adheres to the following policies with regard to privacy, confidentiality, and access to my child's records.

1. New West maintains most of its written and electronic education records for my child in a central, secure location in the school's main office not accessible to the public. Additional records are maintained by my child's teachers and special education personnel as required by their duties.
2. Access to my child's education record is on a "need-to-know" basis limited to the Director/Principal, other administrators, and teachers who have written approval by the Director/Principal to perform essential functions of the school. Access to records requires a signed confidentiality agreement that imposes individual responsibility for maintaining the security and confidentiality of both written and electronic education records whenever and wherever these records are being used, produced, accumulated, or stored.
3. The privacy rights of my child include the expectation that those with knowledge of specific or general information about my child do not speak or otherwise communicate publicly or casually to those who have no legal right to have that information.
4. I have the right to inspect and review my child's education records maintained by New West upon written request to the school's Director/Principal. New West will make one copy of my child's records each year when requested by me in writing.
5. I may obtain additional copies of my child's records for a fee established by New West to cover the costs of duplicating and delivering the records. This fee applies to any request to make student records available outside of New West, including records requested by myself or another school as part of an application for admission to another school. As a courtesy the school provides copies of records to as many as **four schools** as long I make the request for multiple records at one time (otherwise, the normal fees will apply). **The fee for additional copies is \$25 per additional set of records, which must be paid in advance of the records being copied.** No records will be copied until I make full settlement on all accounts in my child's name that show a monetary balance is owed to the school.
6. New West does not release any information from my child's records to any party outside the school without my written permission with the following exceptions:
 - School officials who have a legitimate educational interest;
 - Other schools to which my child is transferring;
 - Specified officials for audit or evaluation purposes;
 - Appropriate parties in connection with financial aid to my child;
 - Organizations conducting certain studies for or on behalf of the school or Accrediting organizations;
 - Courts and attorneys to comply with a judicial order or lawfully issued subpoena;
 - Appropriate public officials in cases of health and safety emergencies; and
 - State and local authorities, within a juvenile justice system, pursuant to state law.

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7. New West may disclose, without consent, "directory" information of my child's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, New West must tell me about directory information and allow me a reasonable amount of time to request that the school not disclose directory information about me or my child.
8. I have the right to request in writing that New West correct my child's records if I believe the records are inaccurate or misleading. If New West decides not to amend the record, I can appeal through the school's dispute resolution process, including the right to a formal hearing if needed. After the hearing, if New West still decides not to amend the record, I have the right to place a statement with my child's record setting forth my view about the contested information.
9. The Director/Principal has the responsibility of overseeing and ensuring the implementation of New West's policy on privacy of and access to student education records. Violation of this policy by anyone with access to student records is a serious offense that requires immediate intervention and appropriate disciplinary action by the Director/Principal.

SCHOOL GOVERNANCE

I understand that the New West Governance Council has sole authority for all aspects of the school's operation and educational program including, but not limited to, the development and implementation of policies related to curriculum, enrichment and extracurricular educational activities, student evaluation, personnel, professional development, budget and finance, facilities and maintenance, admissions, scheduling, community relations, classroom usage, use of the school site, safety, discipline, proposals for charter revision and renewal, and dispute resolution. The council's membership includes the Director/Principal, 3 teachers, 1 staff member, 3 parents of currently enrolled students, and 3-4 community representatives, all of whom are either elected by their constituencies or appointed by the council. I understand that I may attend Governance Council meetings and speak on issues according to the council's rules.

TEXT BOOKS, INSTRUCTIONAL MATERIALS, AND SCHOOL SUPPLIES

I understand that New West provides my child with textbooks and other instructional materials in class and/or to keep at home during the school year. I agree to reimburse New West for textbooks and other instructional materials damaged or lost by my child. In this regard, I understand that New West may withhold my child's report cards or take other appropriate actions if I fail to pay any outstanding balance owed to the school. It is my responsibility to obtain the usual and customary school supplies needed by my child during the school year.

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DISPUTE RESOLUTION PROCESS

I agree to use New West's internal dispute resolution process to settle complaints, conflicts, and disputes that may involve the school and/or its various stakeholders, including administrators, teachers, staff, students, and other parents (see *General Provisions of the Charter, Section XIII. N.I. Disputes Arising within the School*).

PHOTO RELEASE

I understand that photographs, videos, other types of images, and voice or instrumental recordings of school activities may include my child and/or members of my family individually or in groups. These images and recording are used for various school-related purposes (e.g., school yearbook, newsletters, websites, and promotional materials). They cannot be made available for use by any outside person or organization without my written permission.

I agree to allow New West to make and reproduce pictures and other physical likenesses of my child and family for school-related purposes. I also agree to allow New West to record and reproduce voice or musical sounds made by my child and family for school related purposes. New West is not obligated to use any images or recordings of my child or family, and, in the event that images or recordings are used, no payment is due to me by New West.

PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

I understand that New West is a public school of choice that I have selected voluntarily to have my child attend. I understand that the school district in which I reside has full responsibility for the continued public education of my child if he/she can no longer attend New West for any reason (withdrawal, suspension, or expulsion). I understand my child has no right to attend school in the Los Angeles Unified School District (LAUSD), the district in which New West is located, unless my residence is within LAUSD boundaries. If my child leaves New West, I understand I must work with the school district in which I reside to find a place for my child in another public school in accordance with the established enrollment and transfer policies of that school district.

EQUAL RIGHTS

I agree to support New West in its institutional obligation to not discriminate against, or grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, national origin, or disability in any aspect of its operation, educational program, or dealings with students, parents, and employees. I

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understand the importance of providing guidance that helps my child embrace the diversity of his fellow students as well as understand the cultural and ethnic diversity of the school's families. I understand that discrimination; harassment, hate crimes, or other acts based on sex, race, ethnicity, or disability are zero tolerance offenses leading to immediate suspension followed by expulsion under the school's discipline policy.

WITHDRAWAL FROM NEW WEST

I understand that there is a waiting list of students who want to attend New West but can only be admitted if others withdraw. If I decide that my child will attend another school, then I agree to notify New West immediately so that another student can be admitted as soon as possible.

MISREPRESENTATION

I understand that New West has the right to require the immediate withdrawal of my child from school if I falsify, misrepresent, or withhold any material information requested or required by the school including but not limited to admission and enrollment forms, Home School Agreement, school records, financial assistance (if requested), and special needs (IEPs and 504 plans).

PHYSICAL EDUCATION

I agree to have my child participate in New West's physical education program, which I understand involves approved and supervised activities on school grounds, in public areas around the school, and at local parks to which my child may have to walk under school supervision.

CELL PHONE RULE

In an effort to support student safety, New West students are allowed to bring their cell phones to school, but must adhere to the following rules:

- Cell phones must be turned off and cannot be visible on campus during the school day.
- The campus includes loading and unloading areas for cars and buses, in the building, or on campus grounds. The school day includes, but is not limited to, before or after school, class time, passing periods, lunch periods, after school detention or tutorials, during emergency drills, practices for extracurricular events and field trips.
- Placing a cell phone on vibrate or texting is not considered off and is prohibited. Using a cell phone to record or videotape is prohibited. Students are not permitted to possess radios, MP3 players, video or audio records, DVD players, cameras, games, or other electronic devices at school unless prior permission has been obtained by campus administration.

If a student is found in violation of this policy, the following discipline will be administered:

- First Violation: Device confiscated and returned to the student at the end of the day. Warning given to student about consequence of a second violation. Incident logged.
- Second Violation: Device confiscated and returned to the parent. Warning given to student and parent about the consequence of a third violation. Incident logged.
- Third Violation: Device confiscated and returned at the end of the school year. Student loses privilege of having a device on campus until the following school year. Notice given to student and parent. Incident logged.

Additionally, any violation of this policy, which causes or involves a distraction or interruption of transportation or the instructional environment, will be subject to disciplinary action.

Failure to comply with a staff directive to turn in a cell phone will be considered defiance of authority and subject to disciplinary action.

If parents need to contact a student during the school day, they are request to contact the school office for assistance. If students need to use a phone during the school day, they must use a school phone, which are made available to students with appropriate permission.

New West personnel are not responsible for any lost, stolen, or damaged cell phones.