



**California  
Distinguished  
School**

# 2022-2023 Parent-Student Handbook



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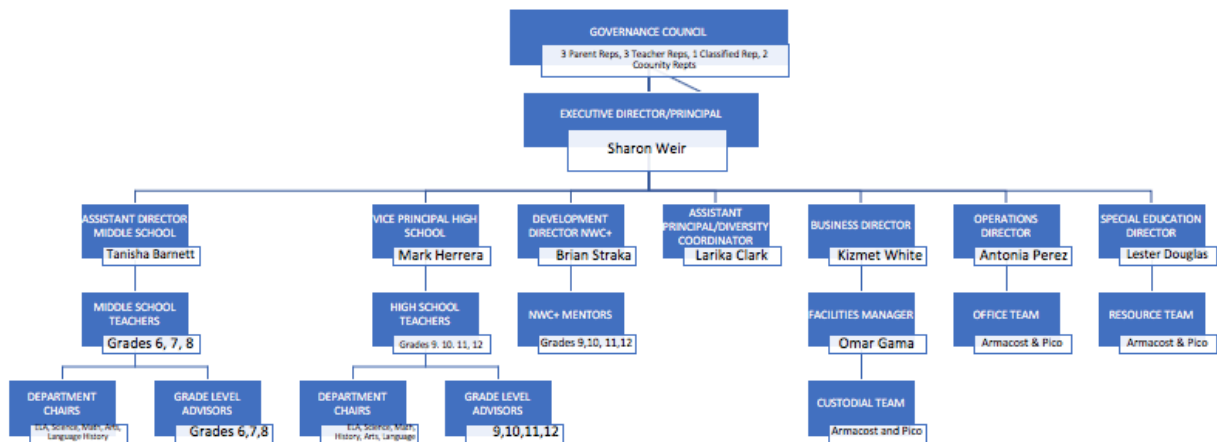
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# GENERAL INFORMATION AND ANNUAL NOTICES

## ORGANIZATIONAL CHART



## ORGANIZATIONAL CHART



## SCHOOL CALENDAR

New West shall exceed the minimum legally required amounts of instruction during each school year for each of the grades:

- 180 days (Title 5 California Code of Regulations Section 11960)
- 54,000 minutes (Education Code Section 47612.5(a)(1)(C)) Middle School

- 64,800 minutes (Education Code Section 47612.5 (a)(1)(D)) High School

New West has modeled its school calendar on the Los Angeles Unified School District (“LAUSD”) calendar to be consistent with other public schools in the community. The New West calendar has 180 instructional days, and approximately 57,000 instructional minutes. Subject to resources and/or volunteers, New West currently provides after-school enrichment, extracurricular, and remedial instruction activities lasting 60-200 minutes, depending on the activity and daily school schedule. The calendar includes 10 pupil free days scattered throughout the year and 37 pupil free afternoons on Wednesdays when students are dismissed early. New West’s instructional staff uses this pupil free time for classroom preparation, curriculum development, professional development, staff meetings, and other activities relevant to the Charter School’s educational program.

After school, New West offers a variety of learning opportunities that complement and supplement the Charter School’s basic educational program. Some of these classes may be required of certain students (e.g., remedial instruction for low-achieving students or English language classes for English language learners). Most will be optional (e.g., enrichment classes, such as music, art, dance, foreign languages, leadership, accelerated Math and Science classes). New West also offers athletic activities. New West makes its facilities available after school, where possible, for school-related activities such as homework and class projects.

### **SCHOOL BELL SCHEDULE**

In addition to the core curriculum classes, students’ schedule also includes physical education, health and advisor-advisee period at least once each week. For Middle School, classes begin daily at 8:00 AM and end at 3:00 PM, except for early dismissal on Wednesdays when classes end at 1:08 PM. For High School, classes begin at 8:30 AM and end at 3:30 PM. NWC+ begins classes at 9 AM ending their school day at 4 PM.

### **CAL GRANT PROGRAM NOTICE**

New West is required by state law to submit the Grade Point Average (“GPA”) of all high school seniors by Oct. 1 of each year, unless the student over age 18 or parent/guardian for those under 18 opt-out. Students currently in eleventh (11<sup>th</sup>) grade will be deemed a Cal Grant applicant, unless the Student (or Parent, if the Student is under 18) has opted out by or before February 1.

### **AVAILABILITY OF PROSPECTUS**

Upon request, New West will make available to any parent or legal guardian, a school prospectus, which shall include the curriculum, including titles, descriptions, and instructional aims of every course

offered. Please note that, pursuant to law, New West may charge for the prospectus in an amount not to exceed the cost of duplication.

## **HIGH SCHOOL TRANSCRIPT AND CREDIT POLICY**

New West High School students must earn credit for 19 courses to obtain a diploma. The list includes four years of English, three years of Social Science, three years of Mathematics, three years of Science, two years of World Language, two years of Physical Education, one year of Visual and Performing Arts, and one semester long Health course (which can be taken online or off-campus). This combination meets the requirements for admission to the University of California (“UC”) or California State University (“CSU”).

All of the traditional high school’s academic classes at the “college prep” and “honors” levels have been certified by the UC and CSU systems as meeting their rigorous standards for “A-G” credit towards admission. New West’s complete list of classes approved by the UC and CSU can be found online (see <https://hs-articulation.ucop.edu/agcourselist/institution/4292>).

<b>Subject</b>	<b>New West Charter School Graduation Requirements</b>	<b>State of California Graduation Requirements</b>	<b>California State University Admission Requirements</b>	<b>University of California Admission Requirements</b>
English	<b>4 years</b> English 9, World Literature, Contemporary American Literature, American Literature, British Literature/College Writing	3 years	4 years	4 years
Mathematics	<b>3 years</b> Algebra, Geometry, Algebra II, Trigonometry/Pre-Calculus, Statistics, Calculus AB, Calculus BC	2 years	3 years	3-4 years
Social Sciences	<b>3 years</b> World History US History Government & Economics	3 years	2 years	2-3 years
Sciences with Laboratory	<b>3 years</b> Biology, Chemistry, Physics, Environmental Science, Oceanography, Earth & Space Science	2 years	2 years	2-3 years
World Languages	<b>2 years</b> Recommend completion of level 3 in Spanish 1-4 or Latin 1-4	1 year	2 years	2-3 year

Visual and Performing Arts	<b>1 year</b> Studio Art 1, Studio Art 2, Advanced Painting & Drawing, New West Ensemble, New Music Ensemble, Concert Choir or Dance 1-4	1 year	1 year	1 year
Physical Education	<b>2 years</b> General PE, Advanced PE, Weight Training, Sports Teams, Movement & Exercise. Participation in NWC's athletics program (one semester of PE credit per season completed) or Dance classes will also satisfy this requirement.	2 years	N/A	N/A
Health	<b>1 course</b> Can be taken on or off campus	1 semester	N/A	N/A
<i>TOTAL COURSE LOAD</i>	<i>NWC Graduation Requirement: 19 classes</i>	<i>13 classes</i>	<i>15 classes</i>	<i>15-20 classes</i>
NWGP Digital Portfolio Aligned to SLOs	All students are required to prepare and turn in a completed and signed Parent Portfolio Check List	N/A	N/A	N/A

New West does not offer Advanced Placement classes (our philosophical and practical reasons are detailed at <https://www.newwestcharter.org/high-school-courses-ap-policy/>). Instead, New West offers UC and CSU approved “honors” versions of every core class taught in the traditional high school program (see <https://www.newwestcharter.org/high-school-courses-honors/> for the admissions requirements and expectations of those who accept the challenge). Likewise, students who seek the rigor of a college level course are encouraged to take advantage of the “concurrent enrollment” programs that enable them to take classes for free at nearby Santa Monica College (<http://smc.edu/EnrollmentDevelopment/Admissions/HS-Concurrent-Program/Pages/default.aspx>) or West Los Angeles College (<http://www.wlac.edu/High-School/K-12-Concurrent-Enrollment-AB288.aspx>).

It should be noted that New West’s traditional high school counts outside coursework towards graduation if the classes are UC/CSU approved and the institution is accredited by WASC or a similar organization that regularly verifies the academic rigor of schools in these situations only:

- Transfer student (after the first day of ninth grade)
- Health class (a New West graduation requirement)
- Credit recovery (retaking a class that ended in a D or F grade)
- Specifically listed as part of a student’s Individualized Education Plan (“IEP”)

This policy is a direct result of the school’s desire to protect its academic integrity against the proliferation of online “schools” that are not WASC accredited and ensure that New West diplomas are only awarded to those who pass New West classes.

However, non-New West classes can be counted towards earning the Scholar Awards established by each department immediately after the most recent WASC visit in the spring of 2016 (see <https://www.newwestcharter.org/high-school-courses-scholar-awards/> for more details) and transcripts from those other schools can be submitted in college admissions applications along with their records from New West.

## **NWC+ TRANSCRIPT AND CREDIT POLICY**

New West's Personalized Learning School (NWC+) delivers a rigorous high school education with a "hybrid" model in which students attend classes once a week on-campus and complete online coursework through independent study the rest of the time. Students are welcome to come to the "NWC+ Lounge" on campus everyday for one-on-one or small group tutoring from their teachers or have a comfortable, focused and functional work space away from their home.

Students enrolled in NWC+ are able to choose from two different graduation paths:

- *The NWC+ Diploma track* requires students to complete 19 courses to graduate. The list includes four years of English, three years of Social Science, three years of Mathematics, two years of Science, two years of World Language, two years of Physical Education, one year of Visual and Performing Arts, and one semester long Health course (which can be taken online or off-campus). This combination meets the requirements for admission to the University of California or California State University systems.
- *The California Minimum Diploma track* includes 14 courses. The list includes three years of English, two years of Science, three years of History, two years of Mathematics, one year of a World Language, one year of Visual and Performing Arts, and two years of Physical Education.

Like New West's traditional high school, NWC+ academic classes at the "college prep" and "honors" levels have been certified by the University of California and California State University systems as meeting their standards for "A-G" credit towards admission. New West's complete list of classes approved by the UC and CSU can be found online (see <https://hs-articulation.ucop.edu/agcourselist/institution/4292>). Also like the traditional high school program, NWC+ does not offer Advanced Placement classes (our philosophical and practical reasons are detailed at <https://www.newwestcharter.org/high-school-courses-ap-policy/>). Likewise, students who seek the rigor of a college level course are encouraged to take advantage of the "concurrent enrollment" programs that enable them to take classes for free at nearby Santa Monica College (<http://smc.edu/EnrollmentDevelopment/Admissions/HS-Concurrent-Program/Pages/default.aspx>) or West Los Angeles College (<http://www.wlac.edu/High-School/K-12-Concurrent-Enrollment-AB288.aspx>).

Unlike New West's traditional high school, NWC+ does count outside coursework towards graduation if the classes are UC/CSU approved and the institution is accredited by WASC or a similar organization that regularly verifies the academic rigor of schools. This policy benefits students with physical and mental health needs, family responsibilities, athletic opportunities, and complicated work



schedules that would prevent them being successful traditional school. In addition, the ability to count classes taken at a junior college towards graduation from NWC+ provides students with the exciting opportunity to finish high school diploma and earn their associate's degree at the same time.

## **SENIOR PRIVILEGE POLICY**

A successful senior year is critical for the transition from high school to college and/or a career. Admissions letters from universities can be revoked and job offers can be withdrawn from students who do not finish the year as well as they started. New West does not want these life altering consequences to fall on any of its seniors.

To prevent that from happening, New West proactively monitors the attendance, behavior, and grades of twelfth graders throughout their final year.

In extreme cases, New West reserves the right to deny access to special events such as Winter Formal, Grad Night, Prom, and the Commencement Ceremony to seniors who fall below minimum expectations and endanger their future success.

The following are grounds for denying privileges to a senior:

1. Attendance – Students who accumulate more than 3,600 unexcused instructional minutes (equal to 10 unexcused absences). A missed period will be defined as 60 minutes and a tardy will be considered 10 minutes when calculating this total.
2. Behavior – Students who receive a suspension in their senior year.
3. Grades – Students who are not on-pace to meet the minimum graduation requirements set by New West, the State of California, or the student's IEP/Section 504 Plan.

## **TEACHER QUALIFICATIONS**

As the Charter School receives Title I federal funds through the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA"), all parents/guardians of students attending the Charter School may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals, including at a minimum:

1. Whether the student's teacher:
  - a. Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
  - b. Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
  - c. Is teaching in the field of discipline of the certification of the teacher; and
2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Upon request, the Charter School will provide the information to the parents/guardians in a timely manner. Parents/guardians may contact the Executive Director at [sweir@newwestcharter.org](mailto:sweir@newwestcharter.org) to obtain this information.

## **SURVEYS ABOUT PERSONAL BELIEFS**

Unless the student's parent/guardian gives written permission, a student will not be given any test, questionnaire, survey, or examination containing any questions about the student's, or the student's parents' or guardians' personal beliefs or practices in sex, family life, morality, or religion.

## **CALIFORNIA HEALTHY KIDS SURVEY**

The Charter School will administer the California Healthy Kids Survey ("CHKS") to students at grades, seven, and eleven whose parents or guardians provide written permission. The CHKS is an anonymous, confidential survey of school climate and safety, student wellness, and youth resiliency that enables the Charter School to collect and analyze data regarding local youth health risks and behaviors, school connectedness, school climate, protective factors, and school violence.

## **ENGLISH LEARNERS**

New West is committed to the success of its English Learners and support will be offered both within academic classes and in supplemental settings for students who need additional support for English language learning. New West will meet all applicable legal requirements for English Learners as they pertain to annual notification to parents, student identification, placement, program options, English Learners and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. New West will implement policies to assure proper placement, evaluation, and communication regarding English Learners and the rights of students and parents.

## **ANIMAL DISSECTIONS**

Students at the Charter School may perform animal dissections as part of the science curriculum. Any student who provides their teacher with a written statement, signed by their parent/guardian, specifying the student's moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof, may be excused from such activities if the teacher believes that an adequate alternative education project is possible. The alternative education project shall require a comparable time and effort investment by the student. It shall not, as a means of penalizing the student, be more arduous than the original education project. The student shall not be discriminated against based upon their moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof.

## **STATE TESTING**

New West annually administers required state testing to the applicable grades (e.g., the California Assessment of Student Performance and Progress [“CAASPP”].) Notwithstanding any other provision of law, a parent’s or guardian’s written request to School officials to excuse his or her child from any or all parts of the CAASPP shall be granted.

## **PREGNANT AND PARENTING STUDENTS**

New West recognizes that pregnant and parenting pupils are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting pupil is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the pupil’s physician, which the pupil may take before the birth of the pupil’s infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the pupil who gives or expects to give birth and the infant, and to allow the pregnant or parenting pupil to care for and bond with the infant. New West will ensure that absences from the pupil’s regular school program are excused until the pupil is able to return to the regular school program.

Upon return to school after taking parental leave, a pregnant or parenting pupil will be able to make up work missed during his or her leave, including, but not limited to, makeup work plans and reenrollment in courses. Notwithstanding any other law, a pregnant or parenting pupil may remain enrolled for a fifth year of instruction in New West if it is necessary in order for the pupil to be able to complete any graduation requirements, unless New West determines that the pupil is reasonably able to complete the graduation requirements in time to graduate from high school by the end of the pupil’s fourth year of high school.

Complaints of noncompliance with laws relating to pregnant or parenting pupils may be filed under the Uniform Complaint Procedures (“UCP”) of New West. The complaint may be filed in writing with the compliance officer:

Dr. Tanisha Barnett  
Assistant Director  
1905 Armacost Ave,  
Los Angeles, CA 90025  
(310) 943-5444

A copy of the UCP is available upon request at the main office. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the Executive Director.

## **HUMAN TRAFFICKING PREVENTION**

California has the highest number of incidents of human trafficking in the U.S., and all students may be vulnerable. New West believes it is a priority to inform our students about (1) prevalence, nature of and

strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social media and mobile device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, New West will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of instruction on prevention of human trafficking. An opt-out form is available at the main office for your convenience. Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

Information and materials for parents/guardians about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available on New West's website for your review.

## **MENTAL HEALTH SERVICES**

The Charter School recognizes that when unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and/or violence. Access to mental health services at the Charter School and in our community is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. The following resources are available to your child:

### **Available on Campus:**

- School-based counseling services – your child is encouraged to directly contact a Charter School counselor by coming into the counseling office during school hours and making an appointment to speak with a counselor. The counseling office can also be reached at (310) 943-5444. Our Charter School Counselors support students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed in this letter, are voluntary.
- Special education services – if you believe your child may have a disability, you are encouraged to directly contact Lester Douglas at (310) 943-5444 to request an evaluation.
- Prescription medication while on campus – if your child requires prescription medication during school hours and you would like assistance from School staff in providing this medication to your child, please contact Antonia Perez at (310) 943-5444.

### **Available in the Community:**

- Didi Hirsch 4760 S. Sepulveda Boulevard, Culver City, CA 90230; (888)-807-7250
- Mental Health Services at 672 S. Lafayette Park Pl, Los Angeles, CA 90057; (213) 381-3626

### **Available Nationally:**

- National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at 1-800-273-8255.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. **Available at 1-866-488-7386 or visit <https://www.thetrevorproject.org/>.**
- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at <https://www.bbbs.org> or by calling (813) 720-8778.

## **UNIVERSAL SCHOOL MEALS**

The Charter School participates in the National School Lunch Program. Commencing with the 2022-23 school year, the Charter School shall provide two (2) nutritionally adequate meals to each student who requests a meal without consideration of the student's eligibility for a federally funded free or reduced-price meal, with a maximum of one (1) free meal per meal service (breakfast and lunch) each school day. This shall apply to all pupils in kindergarten through grade twelve (12).

Applications for school meals are included in the first day packets to all families and can also be obtained on the Charter School website and in the main office. All families are encouraged to complete the application form. Completed application forms can be returned to the main office.

A copy of the complete Policy is available upon request at the main office. The Charter School also maintains a School Wellness Policy pursuant to state and federal requirements.

## **CONCUSSION/HEAD INJURIES**

A concussion is a brain injury that can be caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. Even though most concussions are mild, all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly. Because the Charter School has elected to offer an athletic program, we must immediately remove from a school-sponsored athletic activity for the remainder of the day an athlete who is suspected of sustaining a concussion or head injury during that activity. The athlete may not return to that activity until the athlete is evaluated by, and receives written clearance from, a licensed health care provider. If the licensed health care provider determines the athlete has a concussion or head injury, the athlete shall also complete a graduated return-to-play protocol of no less than 7 days in duration under the supervision of a licensed health care provider. On a yearly basis, a concussion and head injury information sheet must be signed and returned by the athlete and the athlete's parent or guardian before the athlete initiates practice or competition. This requirement does not apply to an athlete engaging in an athletic activity during the regular school day or as part of a physical education course.

## **SUDDEN CARDIAC ARREST PREVENTION AND AUTOMATED EXTERNAL DEFIBRILATORS**

The Charter School is invested in the health of its athletes, especially their heart health. Sudden cardiac arrest (“SCA”) is when the heart stops beating, suddenly and unexpectedly. Those wishing to participate in athletics at Charter School, must review the information sheet on sudden cardiac arrest via the link below: <https://www.cdc.gov/dhbsp/docs/cardiac-arrest-infographic.pdf>.

## **OPIOID INFORMATION SHEET**

The Charter School annually provides each athlete with an Opioid Factsheet for Patients published by the Centers for Disease Control and Prevention. The athlete and, if the athlete is 17 years of age or younger, the athlete’s parent or guardian shall sign a document acknowledging receipt of the Opioid Factsheet for Patients and return that document to the Charter School before the athlete initiates practice or competition. The fact sheet is available at:

<https://www.cdc.gov/drugoverdose/pdf/AHA-Patient-Opioid-Factsheet-a.pdf>

## **SEXUAL HEALTH EDUCATION**

The Charter School offers comprehensive sexual health education to its students in grades 9-12. A parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent (“opt-out”) process. The Charter School does not require active parental consent (“opt-in”) for comprehensive sexual health education and HIV prevention education. Parents and guardians may:

- Inspect written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education.
- Excuse their child from participation comprehensive sexual health education and HIV prevention education in writing to the Charter School.
- Be informed whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by Charter School personnel or outside consultants. When the Charter School chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV/AIDS prevention education, be informed of:
  - The date of the instruction
  - The name of the organization or affiliation of each guest speaker
- Request a copy of Education Code sections 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure student’s health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student’s attitudes concerning or practices relating to sex) may be administered to students in grades 9-12. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent (“opt-out”) process. Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test,

questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

A student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks, if the Charter School has received a written request from the student's parent or guardian excusing the student from participation. An alternative educational activity shall be made available to students whose parents or guardians have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

## **PHYSICAL EXAMINATIONS AND RIGHT TO REFUSE**

Students will be screened for vision, hearing and scoliosis. New West will adhere to Education Code Section 49450 et seq., as applicable to the grade levels served by New West. A parent/guardian having control or charge of any child enrolled in New West may file annually with the Executive Director of the school in which the child is enrolled a written and signed statement stating that he or she will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

## **DIABETES**

New West will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

A copy of the information sheet regarding type 2 diabetes is available at:

<https://www.cde.ca.gov/ls/he/hn/type2diabetes.asp>.

Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

The Charter School will provide an information sheet regarding type 1 diabetes to the parent or guardian of a student when the student is first enrolled in elementary school, pursuant to Education Code Section 49452.6. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 1 diabetes.
2. A description of the risk factors and warning signs associated with type 1 diabetes.

3. A recommendation that parents or guardians of students displaying warning signs associated with type 1 diabetes should immediately consult with the student's primary care provider to determine if immediate screening for type 1 diabetes is appropriate.
4. A description of the screening process for type 1 diabetes and the implications of test results.
5. A recommendation that, following a type 1 diagnosis, parents or guardians should consult with the pupil's primary care provider to develop an appropriate treatment plan, which may include consultation with and examination by a specialty care provider, including, but not limited to, a properly qualified endocrinologist.

A copy of the information sheet regarding type 1 diabetes will be made available by the CDE, on the CDE website. Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

## **STUDENTS WITH DISABILITIES/CHILD FIND**

We are dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. New West provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act ("IDEIA"), Education Code requirements, and applicable policies and procedures of the Southwest SELPA. These services are available for special education students enrolled at New West. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. New West collaborates with parents, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

The Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities in Education Improvement Act ("IDEIA"). New West shall not discriminate against any student with a disability.

The Charter School is an LEA member of the Southwest SELPA in accordance with Education Code Section 47641(a) and thus shall be solely responsible for its compliance with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

Pursuant to the IDEA and relevant state law, the Charter School is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. The Charter School shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact Lester Douglas, Resource Director 310-943-5444.



## **HOME SCHOOL AGREEMENT**

**Parents/Guardians Involvement in Their Child's Education** - New West's philosophy is that students can best reach their full potential when there is a high level of involvement by their parent(s)/guardian(s) in their education and that their parent/guardian show them the importance of responsibility, respect, and cooperation. Moreover, parent(s)/guardian(s) , student, teacher, administrator, and community involvement is important to the success of the Charter School and to the satisfaction of all parties. Accordingly, part of the school's educational plan is an agreement between parents and the school known as the "Home School Agreement." The intent of this agreement is to encourage parent(s)/guardian(s) , student, and staff involvement and cooperation to ensure the success of the school's education program, to empower everyone with respect to their children's education, and to strengthen the partnership among parents, students, and educators.

**Shared Expectations** - Parent(s)/Guardian(s) send their children to New West because they have high expectations of the school and the benefits their children will receive from it. In turn, the school has high expectations that parent(s)/guardian(s) will contribute to the team-effort needed to fulfill the school's mission. Excellence at New West cannot be accomplished or maintained without the active participation of the parent/guardian of enrolled students.

**Parents/Guardians Diversity** -Diversity among parent(s)/guardian(s) is a strength that improves the educational program for all. Parent(s)/guardian(s) have different philosophies and approaches to their involvement in their children's education. Likewise, parents may contribute in many different ways to the collective responsibility of running a charter school and making its educational program a success. Recognizing that each parent, like each child, is unique in terms of background, experience, and ability, New West asks parent(s)/guardian(s) to contribute to the school's success by volunteering their skills, time, and resources, to the extent that they are able, above the minimum suggested hours within the Family-School Agreement.

**Role of Parents/Guardians** - The success of New West is dependent on local school control through shared governance between the educators and parent(s)/guardian(s) who have a vested interest in the school. A meaningful partnership involves the Executive Director and teachers being responsive to the concerns of parents. In turn, parent(s)/guardian(s) have a responsibility to respect the professional experience and expertise of the educators. While parent(s)/guardian(s) will be involved at all levels of decision-making at New West, their primary role will be to assist, enhance, facilitate, and extend the ability of the educational staff to conduct the school's educational activities. Such parental involvement has the significant advantage of relieving educators from some aspects of operating the school so they can devote their time, energy, and expertise to classroom teaching, curriculum and professional development.

**Management, Oversight, Exceptions, and Non-Compliance** - Parent(s)/guardian(s) and students are highly encouraged to fulfill their responsibilities to the school as described under the "Terms of the Home School Agreement." The Executive Director, in consultation with the Governance Council, is responsible for administering and enforcing the Home School Agreement, counseling parents who may be substantially non-compliant, and considering exceptions in the form of reduced expectations for parent(s)/guardian(s) whose particular circumstances may include transportation difficulties, single-parent households, financial hardship, physical disability, employment, or other special situations. Policies regarding non-compliance with and exceptions to the Home School Agreement shall be applied to all Parent(s)/guardian(s) in an equal and consistent manner that is nondiscriminatory, provides due process protections, and preserves the

privacy and confidentiality rights of students and Parent(s)/guardian(s). Disputes involving the Home School Agreement shall be resolved through the school's dispute resolution process.

**Affirmations** - The Home School Agreement must be read in its entirety by the parent(s)/guardian(s) as well as their child as an acknowledgement of policies and procedures at New West.

### **Terms of the Home School Agreement**

Parent(s)/guardian(s) must agree and sign the Home School Agreement each year as an acknowledgement of their agreement to New West's policies and procedures. The Home School Agreement has the following expectations of parents/guardians:

- We recommend 16 hours/year/per family during school hours, weekends, or evenings to participate in a school project, event, or classroom activity in addition to the other expectations of the Home School Agreement.
- Each family should oversee their child's community service project, insuring his/her completion of at least six (6) hours of community service for grades 6-8<sup>th</sup> and at least ten (10) hours for 9-12<sup>th</sup> per year, per child, as outlined in the New West Charter School Community Service program.
- Be familiar with the Charter to understand the educational plan of the school, the school's operation, and the roles, rights, and responsibilities of parents and their children.
- Participate in understanding and abide by the Transportation Monitoring and Mitigation Program/Student Transportation & Parking Policy (see attached).
- Participate in an annual orientation launch meeting to learn about charter schools, the school's educational program, the Family-School Agreement, and the ways in which parents can contribute to the success of both their child and the school.
- Have the opportunity to participate in the election of parent representatives to the Governance Council.
- Complete and return all required forms, questionnaires, and other requests for information from New West.
- Support the completion of homework and class projects by their child.
- Assure that each child arrives at school on time, dressed appropriately, and ready to learn.
- Support and reinforce the Student Conduct Code and the Student Uniform Policy.
- Attend scheduled parent-teacher conferences, back-to-school night, open houses, and other school-wide events. each year for each child.
- Participate as a family, where possible, in extracurricular school events such as book fairs, plays, talent shows, festivals, and fund-raising activities.
- Exercise respect in all forms of communication with all New West community members including teachers, administrators, staff, and other parents. Please note that all communication directly with New West staff and administration must be conducted on a specific needs basis and follow the communication protocols established in the New West Parent-Student Handbook.
- Use the school's 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.
- Reimburse the school for school property that is lost or damaged by your child.

- Ensure that your child complies with the school-wide “no littering” policy, which applies to the school grounds and the residential neighborhood surrounding the school.

## **PARENT AND FAMILY ENGAGEMENT POLICY**

The Charter School aims to provide all students in our school significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps while abiding by guidelines within the Elementary and Secondary Education Act (“ESEA”). The Charter School staff recognizes a partnership with families is essential to meet this goal. Our Parent and Family Engagement Policy leverages and promotes active involvement of all families as partners with schools to ensure student success. A copy of the Charter School’s complete Policy is available upon request in the main office.

## **LOST OR DAMAGED SCHOOL PROPERTY**

If a student willfully damages the Charter School’s property or the personal property of a Charter School employee, or fails to return a textbook, library book, computer/tablet or other Charter School property that has been loaned to the student, the student’s parents/guardians are liable for all damages caused by the student’s misconduct not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the student’s parent or guardian in writing of the student’s alleged misconduct and affording the student due process, Charter School may withhold the student’s grades, transcripts, and diploma until the damages have been paid. If the student and the student’s parent/guardian are unable to pay for the damages or to return the property, Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student’s grades and diploma will be released.

## **SCHOOL SAFETY PLAN**

The Charter School has established a Comprehensive School Safety Plan. The Plan is available upon request at the main office.

## **UNIFORM/DRESS CODE POLICY**

ALL students are required to wear the following **every day**:

- 1) A New West polo shirt in white, gray, black, or green and 2) the New West sweatshirt or zipper sweater as outerwear 3) NWC Sports Apparel with NWC logo.

Students are required to wear appropriate neutral (black, blue, gray, jean, brown, beige, or green) bottoms with no prints. All skirts must be at an appropriate length and shorts underneath. **NO EXCEPTIONS!**

**PE Uniform** is a New West PE t-shirt and New West PE shorts, yoga pants, sweatpants and tights. PE uniforms **may** be worn all day on Thursdays and Fridays and **must** be worn during PE each day. Students will be provided at no cost with at least one New West PE t-shirt and shorts or an appropriate logo to attach to a polo or outer wear.

**Only New West sweatshirts or sports apparel with a New West logo are acceptable as outerwear.**

## **APPENDIX: COMPLETE BOARD POLICIES**

### **UNIFORM COMPLAINT POLICY AND PROCEDURES**

Board Policy #: NW1

Adopted/Ratified: 06/30/2017

Revision Date: 09/30/2020;12/13/2022

New West Charter School (“Charter School”) complies with applicable federal and state laws and regulations. The Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs, which they are assigned to investigate.

#### **Scope**

This complaint procedure is adopted to provide a uniform system of complaint processing (“UCP”) for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity.
2. Complaints alleging a violation of state or federal law or regulation governing the following programs:
  - Accommodations for Pregnant, Parenting or Lactating Students;
  - Adult Education;
  - Career Technical and Technical Education;

- Career Technical and Technical Training;
- Child Care and Development Programs;
- Consolidated Categorical Aid;
- Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
- Every Student Succeeds Act;
- Migrant Education Programs;
- Regional Occupational Centers and Programs; and/or
- School Safety Plans.

3. Complaints alleging that a student enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.

- a. “Educational activity” means an activity offered by the charter school that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
- b. “Pupil fee” means a fee, deposit or other charge imposed on students, or a student’s parents/guardians, in violation of Education Code section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families’ ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:
  - i. A fee charged to a student as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
  - ii. A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
  - iii. A purchase that a student is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
- c. A pupil fees complaint and complaints regarding local control and accountability plans (“LCAP”) only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 - 52077, including an allegation of a violation of Education Code sections 47606.5 or 47607.3, as referenced in Education Code section 52075, regarding local control and accountability plans.
- d. If the Charter School finds merit in a pupil fees complaint, or the California Department of Education (“CDE”) finds merit in an appeal, Charter School shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by the Charter School to ensure full reimbursement to all affected students and

parents/guardians, subject to procedures established through regulations adopted by the state board.

- e. Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or Charter School and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.
4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula (“LCFF”) or LCAP under Education Code sections 47606.5 and 47607.3, as applicable. If Charter School adopts a School Plan for Student Achievement in addition to its LCAP, complaints of noncompliance with the requirements of the School Plan for Student Achievement under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under this Policy.
5. Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations (“C.F.R.”) sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations (“C.C.R.”) sections 15580 - 15584.
6. Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

Charter School acknowledges and respects every individual’s rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible and as permitted by law) confidentiality of the parties, including but not limited to the identity of the complainant, and maintains the integrity of the process. The Charter School cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, the Charter School will attempt to do so as appropriate. The Charter School may find it necessary to disclose information regarding the complaint/complainant to the extent required by law or necessary to carry out the investigation or proceedings, as determined by the Executive Director or designee on a case-by-case basis. Charter School shall ensure that complainants are protected from retaliation.

### **Compliance Officer**

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure the Charter School’s compliance with law:

Dr. Tanisha Barnett  
Assistant Director  
1905 Armacost Ave  
Los Angeles, CA 90025  
(310) 943-5444

The Executive Director or designee shall ensure that the compliance officer(s) designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. The

compliance officer may have access to legal counsel as determined by the Executive Director or designee.

Should a complaint be filed against the Executive Director, the compliance officer for that case shall be the President of the Charter School's Board of Directors.

### **Notifications**

The Executive Director or designee shall make available copies of this Policy free of charge. The annual notice of this Policy may be made available on Charter School's website.

Charter School shall annually provide written notification of Charter School's UCP to employees, students, parents/guardians, advisory committees, private school officials or representatives, and other interested parties as applicable.

The annual notice shall be in English. When necessary under Education Code section 48985, if fifteen (15) percent or more of the students enrolled in the Charter School speak a single primary language other than English, this annual notice will also be provided to the parent/guardian of any such students in their primary language.

The annual notice shall include the following:

1. A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.
2. A statement clearly identifying any California State preschool programs that Charter School is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that Charter School is operating pursuant to Title 22 licensing requirements.
3. A statement that Charter School is primarily responsible for compliance with federal and state laws and regulations.
4. A statement that a student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
5. A statement identifying the title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.
6. A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.
7. A statement that the complainant has a right to appeal the Charter School's decision to the CDE by filing a written appeal within thirty (30) calendar days of the date of Charter School's decision,

except if Charter School has used its UCP to address a complaint that is not subject to the UCP requirements.

8. A statement that a complainant who appeals Charter School's decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.
9. A statement that if Charter School finds merit in a UCP complaint, or the CDE finds merit in an appeal, Charter School shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.
10. A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3.
11. A statement that copies of Charter School's UCP shall be available free of charge.

### **Procedures**

The following procedures shall be used to address all complaints which allege that the Charter School has violated federal or state laws or regulations enumerated in the section "Scope," above. The compliance officer shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

All parties named shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

#### *Step 1: Filing of Complaint*

Any individual, including a person's duly authorized representative or an interested third party, public agency, or organization may file a written complaint of alleged noncompliance or unlawful discrimination, harassment, intimidation or bullying pursuant to this Policy.

A complaint of unlawful discrimination, harassment, intimidation or bullying may be filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying or by one who believes any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying unless the time for filing is extended by the Executive Director or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the Executive Director or designee shall be made in writing. The period for filing may be extended by the Executive Director or designee for good cause for a period not to exceed ninety (90) calendar days following the expiration of the six-month time period. The Executive Director shall respond immediately upon a receipt of a request for extension.



All other complaints under this Policy shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the Charter School Board of Directors approved the LCAP or the annual update was adopted by Charter School.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, the Charter School staff shall assist the complainant in the filing of the complaint.

### *Step 2: Mediation*

Within three (3) business days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the complaint to the satisfaction of the complainant, the compliance officer shall proceed with the investigation of the complaint.

The use of mediation shall not extend the Charter School's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

### *Step 3: Investigation of Complaint*

The compliance officer is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or the complainant's representative to repeat the complaint orally.

The complainant and/or the complainant's representative shall have an opportunity to present evidence or information leading to evidence to support the allegations in the complaint.

A complainant's refusal to provide the compliance officer with documents or other evidence related to the allegations in the complaint, or a complainant's failure or refusal to cooperate in the investigation or the complainant's engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

The Charter School's refusal to provide the compliance officer with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the

investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

#### *Step 4: Final Written Decision*

Charter School shall issue an investigation report (the “Decision”) based on the evidence. Charter School’s Decision shall be in writing and sent to the complainant within sixty (60) calendar days of Charter School’s receipt unless the timeframe is extended with the written agreement of the complainant. Charter School’s Decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The Decision shall include:

1. The findings of fact based on evidence gathered.
2. The conclusion providing a clear determination for each allegation as to whether Charter School is in compliance with the relevant law.
3. Corrective actions, if Charter School finds merit in the complaint and any are warranted or required by law.
4. Notice of the complainant’s right to appeal Charter School’s Decision within thirty (30) calendar days to the CDE, except when Charter School has used its UCP to address complaints that are not subject to the UCP requirements.
5. Procedures to be followed for initiating such an appeal.

If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and that the employee was informed of the Charter School’s expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

#### **Appeals to the CDE**

If dissatisfied with the Decision, the complainant may appeal in writing to the CDE within thirty (30) calendar days of receiving the Decision. The appeal shall be accompanied by a copy of the complaint filed with Charter School and a copy of the Decision. When appealing to the CDE, the complainant must specify and explain the basis for the appeal, including at least one of the following:

1. Charter School failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, Charter School’s Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in Charter School’s Decision are not supported by substantial evidence.

4. The legal conclusion in Charter School's Decision is inconsistent with the law.
5. In a case in which Charter School's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by the CDE that the complainant has appealed the Decision, the Executive Director or designee shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

1. A copy of the original complaint.
2. A copy of the Decision.
3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.
4. A report of any action taken to resolve the complaint.
5. A copy of the Charter School's complaint procedures.
6. Other relevant information requested by the CDE.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to Charter School for resolution as a new complaint. If the CDE notifies Charter School that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, Charter School will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE's notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision. The SSPI will not consider any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI's response to a request for reconsideration, the CDE appeal Decision remains in effect and enforceable, unless stayed by a court.

The CDE may directly intervene in the complaint without waiting for action by the Charter School when one of the conditions listed in 5 C.C.R. section 4650 exists, including but not limited to cases in which through no fault of the complainant, Charter School has not taken action within sixty (60) calendar days of the date the complaint was filed with the Charter School.

### **Civil Law Remedies**

A complainant may pursue available civil law remedies outside of the Charter School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the Charter School has appropriately, and in a timely manner, apprised the complainant of their right to file a complaint

## UNIFORM COMPLAINT PROCEDURE FORM

Last Name: \_\_\_\_\_ First Name/MI: \_\_\_\_\_

Student Name (if applicable): \_\_\_\_\_ Grade: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Street Address/Apt. #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

School/Office of Alleged Violation: \_\_\_\_\_

**For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Adult Education  | <input type="checkbox"/> Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a Public School, Migratory Children and Children of Military Families | <input type="checkbox"/> Regional Occupational Centers and Programs |
| <input type="checkbox"/> Career Technical and Technical Education/Career Technical and Technical Training | <input type="checkbox"/> Every Student Succeeds Act  | <input type="checkbox"/> School Plans for School Achievement        |
| <input type="checkbox"/> Child Care and Development   | <input type="checkbox"/> Local Control Funding Formula/ Local Control and Accountability Plan  | <input type="checkbox"/> School Safety Plan                         |
| <input type="checkbox"/> Consolidated Categorical Aid Programs  | <input type="checkbox"/> Migrant Education Programs  | <input type="checkbox"/> Pupil Fees                                 |
|   |  | <input type="checkbox"/> Pregnant, Parenting or Lactating Students  |

**For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Age                             | <input type="checkbox"/> Gender / Gender Expression / Gender Identity | <input type="checkbox"/> Sex (Actual or Perceived)   |
| <input type="checkbox"/> Ancestry                        | <input type="checkbox"/> Genetic Information                          | <input type="checkbox"/> Sexual Orientation (Actual or Perceived)  |
| <input type="checkbox"/> Color                           | <input type="checkbox"/> Immigration Status/Citizenship               | <input type="checkbox"/> Based on association with a person or group with one or more of these actual or perceived characteristics |
| <input type="checkbox"/> Disability (Mental or Physical) | <input type="checkbox"/> National Origin                              | <input type="checkbox"/> Marital Status  |
| <input type="checkbox"/> Ethnic Group Identification     | <input type="checkbox"/> Race or Ethnicity                            |  |
| <input type="checkbox"/> Medical Condition               | <input type="checkbox"/> Religion                                     |  |

Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

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Have you discussed your complaint or brought your complaint to any Charter School personnel? If you have, to whom did you take the complaint, and what was the result?

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Please provide copies of any written documents that may be relevant or supportive of your complaint.

I have attached supporting documents. ☐ Yes ☐ No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mail complaint and any relevant documents to:

Dr. Tanisha Barnett  
Assistant Director  
1905 Armacost Ave  
Los Angeles, CA 90025  
(310) 943-5444

## **SUICIDE PREVENTION POLICY**

Board Policy #: NW2

Adopted/Ratified: 06/30/2017

Revision Date: 09/30/2020; 12/13/22

The Board of Directors of New West Charter School (“New West” or the “Charter School”) recognizes that suicide is a major cause of death among youth and should be taken seriously. To attempt to reduce suicidal behavior and its impact on students and families, the Board of Directors has developed prevention strategies and intervention procedures.

In compliance with Education Code section 215, this policy has been developed in consultation with New West and community stakeholders, New West school-employed mental health professionals (e.g., school counselors, psychologists, social workers, nurses), administrators, other school staff members, parents/guardians/caregivers, students, local health agencies and professionals, the county mental health plan, law enforcement, and community organizations in planning, implementing, and evaluating New West’s strategies for suicide prevention and intervention. New West must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, New West shall appoint an individual (or team) to serve as the suicide prevention point of contact for New West. The suicide prevention point of contact for New West and the Executive Director shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

### **A. Staff Development**

New West, along with its partners, has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members. It may also be provided, when appropriate, for other adults on campus (such as substitutes and intermittent staff, volunteers, interns, tutors, coaches, and afterschool staff). Training shall include the following:

Training:x

- All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.
- At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
- At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or annually. Core components of the general suicide prevention training shall include:
  - Suicide risk factors, warning signs, and protective factors;
  - How to talk with a student about thoughts of suicide;
  - How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
  - Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
  - Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
  - Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.
  - Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
    - Youth affected by suicide;
    - Youth with a history of suicide ideation or attempts;
    - Youth with disabilities, mental illness, or substance abuse disorders;
    - Lesbian, gay, bisexual, transgender, or questioning youth;
    - Youth experiencing homelessness or in out-of-home settings, such as foster care;
    - Youth who have suffered traumatic experiences;
- In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
  - The impact of traumatic stress on emotional and mental health;
  - Common misconceptions about suicide;
  - Charter School and community suicide prevention resources;
  - Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
  - The factors associated with suicide (risk factors, warning signs, protective factors);
  - How to identify youth who may be at risk of suicide;
  - Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based



on New West guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on New West guidelines;

- New West -approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
- New West -approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
- Responding after a suicide occurs (suicide postvention);
- Resources regarding youth suicide prevention;
- Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
- Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

## **B. Employee Qualifications and Scope of Services**

Employees of New West must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

## **C. Parents, Guardians, and Caregivers Participation and Education**

- Parents/guardians/caregivers may be included in suicide prevention efforts. At a minimum, the Charter School shall share this Policy with parents/guardians/caregivers by notifying them where a complete copy of the policy is available.
- This Suicide Prevention Policy shall be easily accessible and prominently displayed on the New West Web page and included in the Parent-Student Handbook.
- Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
- All parents/guardians/caregivers may have access to suicide prevention training that addresses the following:
  - Suicide risk factors, warning signs, and protective factors;
  - How to talk with a student about thoughts of suicide;
  - How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

## **D. Student Participation and Education**

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, New West along with its partners has carefully reviewed and will continue to review all materials and resources

used in awareness efforts to ensure they align with best practices for safe messaging about suicide. Suicide prevention strategies may include, but not be limited to, efforts to promote a positive school

climate that enhances students' feelings of connectedness with New West and is characterized by caring staff and harmonious interrelationships among students.

New West's instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience. The instruction shall not use the stress model to explain suicide.

New West's instructional curriculum may include information about suicide prevention, as appropriate or needed. If suicide prevention is included in the Charter School's instructional curriculum, it shall consider the grade level and age of the students and be delivered and discussed in a manner that is sensitive to the needs of young students. Under the supervision of an appropriately trained individual acting within the scope of her/his credential or license, students shall:

- Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;
- Receive developmentally appropriate guidance regarding New West's suicide prevention, intervention, and referral procedures;
- Receive developmentally appropriate guidance regarding New West's suicide prevention, intervention, and referral procedures.

The content of the education may include:

- Coping strategies for dealing with stress and trauma;
- How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;
- Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;
- Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, orientation classes, science, and physical education).

New West will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week, Peer Counseling, Freshman Success, and National Alliance on Mental Illness on Campus High School Clubs).

#### **E. Intervention and Emergency Procedures**

New West designates the following administrators to act as the primary and secondary suicide prevention liaisons:

- School Psychologist
- Executive Director

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the Executive Director or designee, who shall then notify the student's parent/guardian as soon as possible if appropriate and in the best interest of the student. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

The suicide prevention liaison shall also refer the student to mental health resources at New West or in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

When a suicide attempt or threat is reported on campus or at a school-related activity, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one or more of the following, as appropriate:
  - Securing immediate medical treatment if a suicide attempt has occurred;
  - Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
  - Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
  - Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed;
  - Moving all other students out of the immediate area;
  - Not sending the student away or leaving him/her alone, even to go to the restroom;
  - Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
  - Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
3. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.
4. After a referral is made, New West shall verify with the parent/guardian that the follow up treatment has been accessed. Parents/guardians will be required to provide documentation of care for the student. If parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the parent to identify barriers to treatment (e.g., cultural stigma, financial issues)

and work to rectify the situation and build understanding of care. If follow up care is still not provided, New West may contact Child Protective Services.

5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at New West.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted on the New West campus, the suicide prevention liaison shall follow the crisis intervention procedures contained in New West's safety plan. After consultation with the Executive Director or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Executive Director or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. New West staff may receive assistance from New West counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

In the event a suicide occurs or is attempted off the New West campus and unrelated to school activities, the Executive Director or designee shall take the following steps to support the student:

1. Contact the parent/guardian and offer support to the family.
2. Discuss with the family how they would like New West to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.
3. Obtain permission from the parent/guardian to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and parent/guardian steps for re-integration to school. Re-integration may include obtaining a written release from the parent/guardian to speak with any health care providers; conferring with the student and parent/guardian about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for make-up work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the parent/guardian to involve the student in an aftercare plan.

#### **F. Supporting Students during or after a Mental Health Crisis**

Students shall be encouraged through the education program and in New West activities to notify a teacher, the Executive Director, another New West administrator, psychologist, New West counselor, suicide prevention liaisons, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. New West staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and parent/guardian, about additional resources to support the student.

#### **G. Responding After a Suicide Death (Postvention)**

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff.

New West shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

- Coordinate with the Executive Director to:
  - Confirm death and cause;
  - Identify a staff member to contact deceased's family (within 24 hours);
  - Enact the Suicide Postvention Response;
  - Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
- Coordinate an all-staff meeting, to include:
  - Notification (if not already conducted) to staff about suicide death;
  - Emotional support and resources available to staff;
  - Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
  - Share information that is relevant and that which you have permission to disclose.
- Prepare staff to respond to needs of students regarding the following:
  - Review of protocols for referring students for support/assessment;
  - Talking points for staff to notify students;
  - Resources available to students (on and off campus).
- Identify students significantly affected by suicide death and other students at risk of imitative behavior;
- Identify students affected by suicide death but not at risk of imitative behavior;
- Communicate with the larger school community about the suicide death;
- Consider funeral arrangements for family and school community;
- Respond to memorial requests in respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered;
- Identify media spokesperson if needed.
- Include long-term suicide postvention responses:
  - Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed
  - Support siblings, close friends, teachers, and/or students of deceased
  - Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide

## **H. Student Identification Cards**

New West will include the following telephone numbers on all student identification cards:

- National Suicide Prevention Lifeline/Suicide Crisis Lifeline:
  - Call or Text “988”

- Call 1-800-273-8255
- National Domestic Violence Hotline: Call 1-800-799-7233
- Crisis Text Line: Text “HOME” to 741741
- Local suicide prevention hotline telephone number

## **STAFF AND STUDENT INTERACTION POLICY**

Board Policy #: NW3

Adopted/Ratified: 06/30/2017

Revision Date: 09/30/2020; 12/13/2022

While reported incidences of sexual misconduct committed by teachers and school staff are low throughout the country, every incident results in consequences that must be immediately addressed by the particular school community. Accordingly, it is the purpose of this policy to provide additional clarification to the Standards of Conduct expected in current New West Charter School (“New West” or the “Charter School”) ethics-related rules and regulations so that staff members clearly understand the prohibitions and behavior boundaries, which must govern their conduct. (For purposes of this policy, staff includes all school employees— certificated or classified; coaches or advisors; full-time or part-time- as well as volunteers).

The rules of conduct set forth in this policy are not intended to serve as an exhaustive delineation of requirements, limitations, or prohibitions on staff conduct and activities established by this school. Rather, the components of this policy serve: (1) To alert staff about some of the more sensitive and often problematic matters involved in faculty/staff student relationships. (2) To specify Boundaries related to potentially sexual situations and conduct—the crossing of which is contrary to accepted norms of behavior and in conflict with the duties and responsibilities of staff. (3) To provide staff members with clear guidance in conducting themselves in a manner that reflects high standards of professionalism. (It is important for New West to maintain a school-wide culture in which students and staff understand their responsibilities to report sexual misconduct without fearing that school leaders will betray them, if they do. In order to prevent sexual abuse and exploitation, students and staff must know that the administration will investigate reports about possible misconduct.) (4) To clarify that potential improper action may have significant consequences. (5) To provide an environment that empowers staff and students to identify actions that appear to have crossed Boundaries. (6) To define the process that Charter School will use for addressing potential improper conduct. (7) To preserve student and staff privacy rights during any pending investigation as much as possible.

Actions by staff members that are inconsistent or in conflict with the values established by New West can harm students, staff members, and the school’s operation; therefore, such actions are unacceptable. It is the policy of this school that all employees conduct themselves at all times in a manner that reflects the ethical standards consistent with the rules contained in this policy and otherwise proclaimed by this school.

The provisions set forth herein are intended to guide all Charter School staff members toward conduct that reflects the high standards of behavior and professionalism required of school employees while defining interaction Boundaries between students and staff members. An educator accused of sexual misconduct, whether or not the accusation is true, becomes at risk for loss of job as well as for criminal

and/or civil legal actions. Occurrences of sexual misconduct by a staff member disrupt the education of other students, sidetrack the instructional focus of the school, and harm the school's legitimacy—all of which threaten the school's future ability to recruit skilled professionals and maintain a credible operation in the eyes of the community. It is vital that school administrators equip staff with a policy that clarifies acceptable and unacceptable behavior with students.

It is also critical that staff members study this policy thoroughly and behave in ways to avoid even the appearance of misconduct. While not all Boundaries and/or situations can be addressed in a single policy, the issues delineated herein are among those that can be most problematic for staff members and among those that can have the greatest potential for a negative impact on this school and its community. Staff members should seek guidance in their daily conduct from established policies, procedures, and directives as well as through the guidance and recommendations of school leadership. Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders.

### **Boundaries**

**Boundaries Defined** For the purposes of this policy, the term “Boundaries” are defined as acceptable professional behaviors by staff members while interacting with a student. Trespassing beyond the Boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

**Acceptable and Unacceptable Behavior** Some activities may seem innocent from a staff member's perspective, but some of these can be perceived as flirtation or sexual insinuation from a student or parental point of view.

The purpose of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students but to prevent relationships that could lead to, or may be perceived as, sexual misconduct. Staff members must understand their own responsibilities for ensuring that they do not cross the Boundaries as written in this policy. Disagreeing with the wording or intent of the established Boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, professional interaction with students fosters the charter mission of “Academic Excellence,” student/staff interaction has Boundaries regarding the activities, locations and intentions.

### **Unacceptable Behaviors**

(This list, and any subsequent lists, are not meant to be all-inclusive, but rather illustrative of the types of behavior addressed by this policy.)

- Giving gifts to an individual student that are of a personal and intimate nature.
- Kissing of ANY kind.
- Any type of unnecessary physical contact with a student in a private situation.
- Intentionally being alone with a student away from the school.
- Making, or participating in, sexually inappropriate comments.
- Sexual jokes, or jokes/comments with sexual double-entendre.

- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
- Listening to or telling stories that are sexually oriented.
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior. Acceptable with Caution (These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of each circumstance and occurrence.)
- Giving students a ride to/from school or school activities without parent permission (only in “emergency” situations).
- Being alone in a room with a student at school and with the door closed.
- Allowing students in your home with signed parent permission for a pre-planned and pre-communicated educational activity, which must include another educator, parent, or other responsible adult).
- Remarks about the physical attributes or physiological development of anyone.
- Excessive attention toward a particular student.
- Sending e-mails, text messages, video messages, social media posts, direct or indirect messages on any social media platforms, or letters to students if the content is not about school activities.

### **Acceptable and Recommended Behaviors**

- Obtaining parents' written consent for any after-school activity on or off campus (exclusive of tutorials).
- Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions.
- E-mails, text-messages, phone conversations, and other communications to and with students must be professional and pertain to school activities or classes. (Communication should be initiated via school-based technology and equipment.)
- Keeping the door open when alone with a student.
- Keeping reasonable space between you and your students.
- Stopping and correcting students if they cross your own personal boundaries.
- Keeping parents informed when a significant issue develops about a student.
- Keeping after-class discussions with a student professional and brief.
- Asking for advice from senior staff or administrators if you find yourself in a difficult situation related to Boundaries.
- Involving your supervisor if conflict arises with a student.
- Informing your Assistant Principal about situations that have the potential to become more severe.
- Making detailed notes about an incident that could evolve into a more serious situation later.
- Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers.



- Asking another staff member to be present if you will be alone with any student who may have severe social or emotional challenges (and you are not the assigned case educator).
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours.
- Giving students praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high-five's, and handshakes are appropriate.
- Keeping your professional conduct a high priority during all moments of student contact.
- Asking yourself if any of your actions which go contrary to these provisions are worth sacrificing your job and career.

## **Reporting**

When any staff member, parent, or student becomes aware of a staff member having crossed the Boundaries specified in this policy, he or she must report the suspicion to an Assistant Principal promptly. All reports shall be confidential. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses Boundaries, or any situation in which a student appears to be at risk for sexual abuse.

## **Investigating**

The Executive Director, or designated representative, will promptly investigate and document the investigation of any allegation of sexual misconduct, using such support staff or outside assistance as he or she deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s), including any potential witnesses, as much as possible. The investigating Executive Director, or designated representative shall promptly notify the California Charter Schools Association Joint Powers Authority that an investigation is in progress; the Executive Director, in turn, shall notify the Governing Board in closed session of the existence and status of any investigations. Upon completion of any such investigations, the Executive Director shall report to the Governing Board any conclusions reached. The Executive Director, or designated representative shall consult with New West legal counsel, prior to, during, and after conducting any investigation.

## **Consequences**

Staff members who have violated this policy will be subject to appropriate disciplinary action, and, where appropriate, will be reported to authorities for potential legal action. In such instances, Charter school will collaborate with Human Resources, as well as with the California Charter Schools Assn.

## **Training**

This document shall be discussed with and acknowledged by all New West employees as part of their initial employment and again, on an annual basis, as part of on-going training for all New West employees. A copy of this acknowledgement will be placed into each New West employee's personnel folder. In addition, appropriate portions of this policy and related information will be incorporated into

on-going New West communications activities (e.g., via the daily bulletin, the school website, the parent newsletter), to underscore the continuing importance that New West places on student/staff interaction.

## **EDUCATIONAL RECORDS AND STUDENT INFORMATION POLICY**

Policy #: NW4

Adopted/Ratified: 06/30/2017

Revision Date: 09/30/2020; 12/13/22

The Board of Directors of New West (“New West” or the “Charter School”), a California nonprofit public benefit corporation operating public charter schools, adopts this Educational Records and Student Information Policy to apply to all educational records and student information maintained by New West.

### **Definitions**

- *“Education Record”*: An education record is any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche that directly relates to a student and is maintained by New West or by a party acting for New West. Such information includes, but is not limited to:
  1. Date and place of birth; parent and/or guardian’s address, mother’s maiden name and where the parties may be contacted for emergency purposes;
  2. Grades, test scores, courses taken, academic specializations and school activities;
  3. Special education records;
  4. Disciplinary records;
  5. Medical and health records;
  6. Attendance records and records of past schools attended; and/or
  7. Personal information such as, but not limited to, a student’s name, the name of a student’s parent or other family member, student identification numbers, social security numbers, photographs, biometric record or any other type of information that aids in identification of a student.

An education record does not include any of the following:

1. Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary

substitute for the maker of the record;

2. Records maintained by a law enforcement unit of New West that were created by that law enforcement unit for the purpose of law enforcement;
  3. In the case of a person who is employed by New West but not in attendance at New West, records made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee and are not available for any other purpose;
  4. Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at New West;
  5. Records that only contain information about an individual after the individual is no longer a student at New West; or
  6. Grades on peer-graded papers before they are collected and recorded by a teacher.
- *"Personally Identifiable Information"*: Personally identifiable information ("PII") is information about a student that is contained in their education records that cannot be disclosed without compliance with the requirements of Family Educational Rights and Privacy Act of 2001 ("FERPA"). PII includes, but is not limited to: a student's name; the name of a student's parent or other family member; the address of a student or student's family; a personal identifier, such as the student's Social Security number, student number or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who New West reasonably believes knows the identity of the student to whom the education record relates.
  - *"Directory Information"*: Directory information is information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Charter School may disclose the PII that it has designated as directory information, consistent with the terms of the annual notice provided by NWCS pursuant to the FERPA (20 U.S.C. § 1232g). NWCS has designated the following information as directory information:
    1. Student's name
    2. Student's address
    3. Parent/guardian's address
    4. Telephone listing

5. Student's electronic mail address
  6. Parent/guardian's electronic mail address
  7. Photograph/video
  8. Date and place of birth
  9. Dates of attendance
  10. Grade level
  11. Participation in officially recognized activities and sports
  12. Weight and height of members of athletic teams
  13. Degrees, honors, and awards received
  14. The most recent educational agency or institution attended
  15. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)
- *“Parent”*: Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.
  - *“Eligible Student”*: Eligible student means a student who has reached eighteen (18) years of age.
  - *“School Official”*: A school official is a person employed by Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board of Directors of NWCS. A school official also may include a volunteer for NWCS or an independent contractor of NWCS, consultant, vendor, or other party who performs an institutional service or function for which NWCS would otherwise use its own employees and who is under the direct control of NWCS with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist, or contracted provider of digital educational platforms and/or services; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing their tasks.
  - *“Legitimate Educational Interest”*: A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

### **Annual Notification To Parents And Eligible Students**

At the beginning of each school year, in addition to the notice required for directory information, Charter School shall provide eligible students currently in attendance and parents of students currently in attendance with a notice of their rights under the FERPA. The notice shall inform the parents and eligible students that they have the right to:

1. Inspect and review the student's education records;

2. Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights;
3. Consent to disclosures of PII contained in the student's education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA;
4. File with the U.S. Department of Education a complaint concerning alleged failures by NWCS to comply with the requirements of FERPA and its promulgated regulations; and
5. Request that NWCS not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

1. The procedure for exercising the right to inspect and review educational records;
2. The procedure for requesting amendment of records;
3. A statement that NWCS forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer; and
4. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

### **Parental And Eligible Student Rights Relating To Education Records**

Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the Executive Director. Within five (5) business days, New West shall comply with the request.

#### *Copies of Education Records*

New West will provide copies of requested documents within five (5) business days of a written request for copies. New West may charge reasonable fees for copies it provides to parents or eligible students. However, no charge shall be made for furnishing (1) up to two transcripts of former students' records or (2) up to two verifications of various records of former students. The charge will not include a fee to search for or to retrieve the education records.

#### *Request for Amendment to Education Records*

Following the inspection and review of a student's education record, a parent or eligible student may file a written request with the Executive Director to correct or remove any information in the student's education record that is any of the following:

- a. Inaccurate.
- b. Misleading.
- c. In violation of the privacy rights of the student.

Charter School will respond within thirty (30) days of the receipt of the request to amend. New West's response will be in writing and if the request for amendment is denied, New West will set forth the reason for the denial and inform the parent or eligible student of their right to a hearing challenging the content of the education record.

If the Executive Director/ sustains any or all of the allegations, the Executive Director must order the correction or the removal and destruction of the information. The Executive Director or designee must then inform the parent or eligible student of the amendment in writing.

If the Executive Director sustains the parent or eligible student's request to change the student's name and/or gender, Charter School shall add a new document to the student's record that includes all of the following information:

- a. The date of the request.
- b. The date the requested records were corrected.
- c. A list of the records requested to be corrected.
- d. The type of documentation, if any, provided to demonstrate a legal change to the student's name and/or gender. The parent or guardian of the student is not required to provide documentation of a legal change to the student's name and/or gender.
- e. The name of the employee that completed the request.
- f. The student's corrected and former names and/or genders.

Charter School shall immediately update a **former** student's records to include the student's updated legal name or gender if the Charter School receives government-issued documentation demonstrating that the former student's legal name or gender has been changed. Acceptable government issued identification includes but is not limited to:

- a. State-issued driver's license.
- b. Birth certificate.
- c. Passport.
- d. Social security card.
- e. Court order indicating a name change or a gender change, or both.

If requested by the former student, the Charter School shall reissue any documents conferred upon the former student with the former student's updated legal name or gender. Documents that may be reissued by Charter School include, but are not limited to, a transcript, a high school diploma, a high school equivalency certificate, or other similar documents conferred upon the former student.

If a former student requests that their name or gender be changed and the requested records are reissued, the Charter School shall add a new document to the former student's file that includes all of the following:

- a. The date of the request.
- b. The date the requested records were reissued to the former student.
- c. A list of the records that were requested by, and reissued to, the former student.
- d. The type of documentation provided by the former student in order to demonstrate the legal name or gender change.
- e. The name of the school district, charter school, or county office of education staff person that completed the request.
- f. The current and former name or gender of the former student.

### *Hearing to Challenge Education Record*

If Charter School denies a parent or eligible student's request to amend an education record, the parent or eligible student may, within thirty (30) days of the denial, request in writing that the parent or eligible student be given the opportunity for a hearing to challenge the content of the student's education record on the grounds that the information contained in the education record is: inaccurate, misleading, or in violation of the privacy rights of the student.

The Board Chair may convene a hearing panel to assist in making determinations regarding educational record challenges provided that the parent has given written consent to release information from the student's records to the members of the panel convened. The hearing panel shall consist of the following persons:

- a. The principal or designee of a public school other than the public school at which the record is on file;
- b. A certificated Charter School employee; and
- c. A parent appointed by the Executive Director or by the Board Chair, depending upon who convenes the panel.

The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing. Notice of the date, time and place of the hearing will be sent by New West to the parent or eligible student no later than twenty (20) days before the hearing.

The Executive Director or designee of a public school will serve as the chairman and shall not be required to use formal rules of evidence or procedure. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent or eligible student may also, at their own expense, be assisted or represented by one or more individuals of their choice, including an attorney. The decision of the Board Chair or designee will be based solely on the evidence presented at the hearing and is final. Within thirty (30) days after the conclusion of the hearing, New West's decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, New West decides that the information is inaccurate, misleading, or in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent or eligible student of the amendment in writing.

If, as a result of the hearing, New West decides that the information in the education record is not inaccurate, misleading, or in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why they disagree with the decision of New West, or both. If New West places a statement by the parent or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

### **Disclosure Of Education Records And Directory Information**

Charter School must have a signed and dated written consent from the parent or eligible student before releasing any non-directory information from a student's education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may request a copy of the disclosed records and New West shall provide the requestor with a copy of the records disclosed upon request. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

New West will only disclose PII on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent or eligible student and that the receiving party use the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. New West must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a warrant, judicial order or lawfully issued subpoena, or directory information or to parents or eligible students, New West will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made. Note specifically that New West will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

1. Charter School will disclose education records, without prior written consent of the parent or eligible student, to the following parties:
2. School officials who have a legitimate educational interest as defined by 34 Code of Federal Regulations ("C.F.R.") Part 99;
3. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, New West will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. New West will make a reasonable attempt to notify the parent or eligible student of the request for records at their last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, New West will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the



parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;

4. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
5. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
6. Organizations conducting certain studies for New West in accordance with 20 U.S.C. § 1232g(b)(1)(F);
7. Accrediting organizations in order to carry out their accrediting functions;
8. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
9. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
10. Persons who need to know in cases of health and safety emergencies;
11. State and local authorities, within a juvenile justice system, pursuant to specific State law;
12. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and/or a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by New West for student and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by New West; and/or
13. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include final results of the disciplinary proceedings conducted by New West with respect to that alleged crime or offense. New West may disclose the final results of the disciplinary proceeding, regardless of whether New West concluded a violation was committed.

### **Solicitation and Disclosure of Student Information for Immigration Purposes**

Charter School shall observe the following:

1. Except as required by state or federal law or as required to administer a state or federally supported education program, Charter School officials and employees will not collect

information or documents regarding citizenship or immigration status of students or their family members.

2. If Charter School possesses information that could indicate immigration status, citizenship status, or national origin information, Charter School will not use the acquired information to discriminate against any student or families or bar children from enrolling in or attending school.
3. If parents or guardians choose not to provide information that could indicate their or their children's immigration status, citizenship status, or national origin, Charter School will not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending school.
4. Charter School will not allow school resources or data to be used to create a registry based on race, gender, sexual orientation, religion, ethnicity, or national origin.
5. During the enrollment process:
  - a. Where permitted by law, Charter School shall accept alternative means to establish residency, age, or other eligibility criteria for enrollment or programs, and those alternative means shall include among them documentation or information that are available to persons regardless of immigration status, citizenship status, or national origin, and that do not reveal information related to citizenship or immigration status.
  - b. Charter School will not inquire specifically about a student's citizenship or immigration status or the citizenship or immigration status of a student's parents or guardians; nor shall personnel seek or require, to the exclusion of other permissible documentation or information, documentation or information that may indicate a student's immigration status, such as a green card, voter registration, a passport, or citizenship papers.
  - c. Charter School will not collect entire social security numbers or cards or a statement that the parent or guardian does not possess a Social Security number for the purposes of enrollment, and failure to provide this information will not bar a student from enrolling or attending Charter School. However, the last four digits of an adult household member's Social Security number may be solicited and/or collected if required to establish eligibility for federal benefit programs such as free or reduced-price meals. This Social Security information will only be collected for the limited purpose of establishing eligibility for federal benefit programs and will not affect student enrollment.
6. Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order. Except for investigations of child abuse, child neglect, or child dependency, or when the subpoena served on the Charter School prohibits disclosure, Charter School shall provide parental or guardian notification of any court orders, warrants, or subpoenas before responding to such requests.

The parent, guardian, or eligible student is not required to sign the consent form. If the parent, guardian or eligible student refuses to provide written consent for the release of student information that this not

otherwise subject to release, Charter School shall not release the information. Charter School will permanently keep the consent notice with the record file.

Charter School personnel shall take the following steps upon receiving an information request related to a student's or family's immigration or citizenship status:

1. Notify a designated Charter School official about the information request.
2. Provide students and families with appropriate notice and a description of the immigration officer's request.
3. Document any verbal or written request for information by immigration authorities.
4. Unless prohibited, provide students and parents/guardians with any documents issued by the immigration-enforcement officer.

### **Contract for Digital Storage, Management, and Retrieval of Student Records**

The Charter School may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code section 49073.1 and other applicable state and federal laws.

### **Record Keeping Requirements**

New West will maintain a record of each request for access to and each disclosure of PII from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of PII to institutions that make disclosures of the information on behalf of New West in accordance with 34 C.F.R. § 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of New West and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents or eligible students, New West officials with a legitimate purpose of inspecting the records, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of PII may be inspected by parents and eligible students, New West officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of New West.

Student cumulative records may not be removed from the premises of New West, unless the individual removing the record has a legitimate educational interest, and is authorized by the Executive Director, or by a majority of a quorum of the Board of Directors at a duly agendized meeting. Employees who remove student cumulative records or other student records from the New West premises without a legitimate educational interest and authorization may be subject to discipline. Employees are permitted to take student work-product, or other appropriate student records, off premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.).

## **Complaints**

Parents and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by New West to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Student Privacy Policy Office  
U.S. Department of Education  
400 Maryland Avenue. S.W.  
Washington, D.C. 20202-8520

## **Record Retention**

Charter School complies with the definition and retention of student records as established in Title 5 of the California Code of Regulations (“CCR”) sections 431 through 438, per the following:

- “*Mandatory Permanent Student Records*”: must be maintained indefinitely or an exact copy thereof for every student who was enrolled in the charter school. These records are defined as:
  1. Legal name of student
  2. Date of birth
  3. Method of verification of birth date
  4. Sex of student
  5. Place of birth
  6. Name and address of parent of minor student
  7. Address of minor student if different than above
  8. An annual verification of the name and address of the parent and the residence of the student
  9. Entering and leaving date of each school year and for any summer session or other extra session Subjects taken during each year, half year, summer session or quarter
  10. If marks or credit are given, the mark or number of credits toward graduation allows for work taken.
  11. Verification of or exemption from required immunizations
  12. Date of high school graduation or equivalent

The mandatory permanent student record or a copy thereof shall be forwarded by the Charter School upon request of a public or private school in which the student has enrolled or intends to enroll. If the Charter School forwards the original mandatory permanent student record, a copy must be maintained by the Charter School. If the Charter School forwards a copy, the original must be maintained by the Charter School.

- “*Mandatory Interim Student Records*”: Must be maintained until judged to be disposable defined as “when the student leaves the charter school or when their usefulness ceases.” These records may be destroyed during the third (3rd) school year following the determination that the records are disposable (i.e. 2019-2020 records may be destroyed after July 1, 2023). These records are defined as:
  1. A log or record identifying those persons (except authorized school personnel) or organizations requesting or receiving information from the record. The log or record shall be accessible only to the legal parent or guardian or the eligible student, or a dependent adult student, or an adult student, or the custodian of records.
  2. Health information, including Child Health Developmental Disabilities Prevention Program verification or waiver
  3. Participation in special education programs including required tests, case studies, authorizations, and actions necessary to establish eligibility for admission or discharge
  4. Language training records
  5. Progress slips and/or notices
  6. Parental restrictions regarding access to directory information or related stipulations.
  7. Parental or adult student rejoinders to challenged records and to disciplinary action
  8. Parental authorizations or prohibitions of student participation in specific programs
  9. Results of standardized tests administered within the preceding three years

The mandatory interim student record or a copy thereof shall be forwarded by the Charter School upon request of a public school in California in which the student has enrolled or intends to enroll. If the transfer is to an out of state or to a private school, the mandatory interim student record may be forwarded. If the Charter School forwards the original mandatory interim student record, a copy must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

- “*Permitted Student Records*”: may be maintained and may be destroyed when their usefulness ceases or after six (6) months following the student’s completion or withdrawal from school. These records are defined as:
  1. Objective counselor and/or teacher ratings
  2. Standardized test results older than three years
  3. Routine discipline data
  4. Verified reports of relevant behavioral patterns
  5. All disciplinary notices
  6. Attendance records not covered in the 5 CCR § 400

Permitted student records may be forwarded upon a request by a public or private school in which a student is enrolling. If the Charter School forwards the original permitted student record, a copy

must be maintained by the Charter School until it is destroyed in accordance with this Policy. If the Charter School forwards a copy, the original must be maintained by the Charter School until destroyed in accordance with this Policy.

## **SPECIAL EDUCATION POLICY**

Board Policy #: NW5

Adopted/Ratified: 06/30/2017

Revision Date: 09/30/2020;12/13/2022

The Board of Directors of New West Charter School (“New West” or the “Charter School”) recognizes the need to identify, evaluate, and serve students with disabilities in order to provide them with a free appropriate public education in the least restrictive environment. Accordingly, this Policy has been adopted consistent with Education Code section 56195.8.

### **Identification, Referral, and Evaluation for Special Education**

New West shall follow applicable state and federal law and regulations and Special Education Local Plan Area (“SELPA”) policy with respect to the identification, referral, and assessments of students for special education and related services.

### **Individualized Education Program (“IEP”) Team Meetings**

New West shall convene IEP team meetings with the legally required composition within all legally applicable timelines, in accordance with state and federal law and regulations and SELPA policy.

Charter School shall also review, at the request of a student’s general or special education teacher, the assignment of an individual with exceptional needs to his/her class and a mandatory meeting of the IEP team shall be convened if the review indicates a change to the student’s placement, instruction, related services, or any combination thereof may be required. Lester Douglas, Resource Director, 310-943-5444 shall be responsible for completing the review within fifteen (15) school days of the teacher’s request.

### **Procedural Safeguards**

Parents/guardians shall receive written notice of their rights in accordance with state and federal law and regulation, and SELPA policy.

Please see New West Charter – [www.newwestcharter.org](http://www.newwestcharter.org), (310) 943-5444, Lester Douglas, Resource Director for a copy of your procedural safeguards.

### **Nonpublic, Nonsectarian Services**

New West may contract with state-certified nonpublic, nonsectarian schools or agencies to provide special education services or facilities when an appropriate public education program at New West is not available in accordance with Education Code section 56366 and Section 3062 of Title 5 of the California Code of Regulations. When entering into agreements with nonpublic, nonsectarian schools (“NPSs”) or agencies (“NPAs”), New West shall consider the needs of the individual student and the recommendations of the IEP team. The IEP team shall remain accountable for monitoring the progress

of students placed in nonpublic, nonsectarian programs towards the goals identified in each student's IEP.

In accordance with Education Code section 56366.1, when entering into a Master Contract with an NPS where New West has not previously placed a student, the Charter School shall conduct an onsite visit to the NPS at the time of placement. New West shall also conduct at least one onsite monitoring visit to the NPA during each school year in which the Charter School has a student attending pursuant to a Master Contract. The monitoring visit shall include the following:

- A review of services provided to the student through the individual service agreement between New West and the NPS;
- A review of progress the student is making toward the student's IEP goals;
- A review of progress the student is making toward the goals set forth in the student's behavior intervention plan;
- If applicable, an observation of the student during instruction;
- A walkthrough of the facility; and
- Any other reviews and/or observations deemed necessary by New West.

New West shall follow state and federal law and regulations and SELPA policy when contracting with nonpublic, nonsectarian schools or agencies.

### **Resource Specialist Program**

New West shall employ or contract with certificated resource specialists to provide services for students with disabilities which shall include, but not be limited to:

1. Providing instruction and services to students whose needs have been identified in an IEP developed by the IEP team and who are assigned to regular classroom teachers for a majority of the school day. Students shall not be enrolled in a resource specialist program for the majority of the school day without approval of the IEP team.
2. Providing information and assistance to students with disabilities and their parents/guardians.
3. Providing consultation, resource information, and material regarding students with disabilities to their parents/guardians and regular education staff members.
4. Coordinating special education services with the regular school programs for each student with disabilities enrolled in the resource specialist program.
5. Monitoring student progress on a regular basis, participating in the review and revision of IEPs as appropriate, and referring students who do not demonstrate appropriate progress to the IEP team.



6. At the secondary school level, emphasizing academic achievement, career and vocational development, and preparation for adult life.
7. Resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes.

New West's resource specialist program shall be under the direction of a resource specialist who possesses:

1. A special education credential or clinical services credential with a special class authorization.
2. Three or more years of teaching experience, including both regular and special education teaching experience, as defined by rules and regulations of the Commission on Teacher Credentialing.
3. Demonstration of competencies required for a resource specialist as established by the Commission on Teacher Credentialing.

The Executive Director shall ensure that caseloads for special education teachers are within the maximum caseloads established by law, collective bargaining agreement, and/or SELPA policy. No resource specialist shall have a caseload which exceeds twenty-eight (28) students, unless a valid waiver is obtained through the State Board of Education, consistent with Title 5, California Code of Regulations, section 3100.

### **Transportation**

Charter School shall ensure appropriate, no cost transportation services are provided for students with disabilities as specified in their IEP as a related service when required. The specific needs of the student shall be the primary consideration when an IEP team is determining the student's transportation needs. Considerations may include, but are not limited to, the student's health needs, travel distances, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, midday or other transportation needs, extended-year services, and, as necessary, implementation of a behavioral intervention plan.

When transportation services are required, the Executive Director or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.

When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the Executive Director or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP.

Guide dogs, signal dogs and service dogs trained to provide assistance to persons with disabilities may be transported in a school bus when accompanied by students with disabilities, teachers with disabilities, or persons training the dogs.

New West shall ensure that all school buses, school student activity buses, youth buses and childcare motor vehicles, whenever they may be used, are equipped with an operational child safety alert system. Charter School shall ensure that all buses are equipped with a passenger restraint system.

Mobile seating devices, when used, shall be compatible with the securement systems required by Federal Motor Vehicle Safety Standard No. 222 (49 C.F.R. § 571.222). New West shall ensure school bus drivers are trained in the proper installation of mobile seating devices in the securement systems.

### **Information on the Number of Individuals with Exceptional Needs**

Information regarding the number of individuals with exceptional needs who are being provided special education and related services shall be provided in accordance with state and federal law and regulation and SELPA policy.

### **Independent Educational Evaluations**

#### **A. IEE at Parent Expense**

New West acknowledges that a parent/guardian has the right to obtain an independent educational evaluation(s) (“IEE”) at their own expense at any time. In these circumstances, the Executive Director or designee(s) shall ensure that the student’s IEP team shall consider the results of the IEE when determining an offer of a FAPE for the student. However, the results of an IEE will not dictate the IEP team’s determinations.

If a parent/guardian requests reimbursement for an IEE assessment obtained by the parent/guardian at their own expense, the Executive Director or designee(s) shall ensure that the unilaterally obtained IEE meets the following criteria:

1. The parent disagreed with the Charter School’s evaluation and the Charter School received a request within a reasonable time after receipt of the results of the evaluation.
2. The parent timely and upon request provided Charter School with written consent to exchange information with the examiner.
3. The private evaluation meets all criteria contained in this Policy
4. The parent timely provided a copy of the written evaluation report and all other documents\tests related to the report.
5. The examiner attends the relevant IEP team meeting by phone or in person to discuss his or her findings and provides protocols of all assessments to Charter School.

The reimbursement will be in an amount no greater than the actual cost to the parents. Parents may only be reimbursed for one (1) IEE for each assessment area or discipline with which they disagree.

In all cases, if Charter School initiates a due process hearing to show that Charter School's evaluation is appropriate, no reimbursement shall be made unless ordered by a Hearing Officer.

#### B. IEE at Public Expense

New West recognizes that federal and state laws provide parents/guardians of students with disabilities with the right to obtain an IEE, at public expense, when the parent/guardian disagrees with an assessment conducted by Charter School within the last two (2) years. Parents may only receive one (1) IEE for each assessment area or discipline with which they disagree.

The Executive Director or designee(s) shall ensure that when a parent/guardian requests an IEE at public expense, Charter School shall provide the parent/guardian with a copy of their Procedural Safeguards *and*, without unnecessary delay, either:

1. Initiate a due process hearing to show that the evaluation, completed by the Charter School, is appropriate; or
2. Provide the parent/guardian with information about where an IEE may be obtained, the Charter School's criteria applicable for IEEs, and ensure that an IEE is provided at public expense.

Should the Charter School grant the parent's request for an IEE, the Executive Director or designee(s) shall ensure the following:

1. The criteria under which the IEE is obtained at public expense, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that Charter School uses when it initiates an evaluation.
2. Charter School does not impose conditions or timelines related to obtaining an IEE at public expense.
3. All assessments shall be completed by persons competent to perform the assessment as determined by Charter School. Parent has the right to choose the examiner.
4. If the original evaluation completed by Charter School included in-class observation of the student, an equivalent opportunity shall apply to an independent educational assessment of the student in the student's current educational placement and setting.
5. A parent/guardian shall have the opportunity to demonstrate that unique circumstances justify a waiver of any of the criteria listed above as defined by Charter School.
6. The evaluator must prepare and sign a full evaluation report containing:
  - a. A list of all information/data reviewed.
  - b. A clear explanation of the testing and assessment results.
  - c. A complete summary of all test scores, including, for all standardized testing administered, all applicable full scale or battery scores, domain or composite scores, and sub-test scores reported in standard, scaled or T-score format.

- d. A complete summary of all information obtained or reviewed from sources other than testing conducted by the evaluator.
- e. Recommendations for IEP team consideration for educational programming and, if appropriate, placement that is educationally relevant and realistic within a public educational setting.

The cost determination for an IEE shall be comparable to the costs incurred by Charter School when it uses its own employees or contractors to complete an assessment, whenever possible and shall reflect reasonable and customary rates for such services in the area. As a result, the Executive Director or designee(s) shall provide a parent/guardian with a recommended cost ceiling. The cost ceiling shall be updated (*once every three (3) years*) and determined by averaging the cost of the following three factors:

1. The cost of an assessment provided by a Charter School employee.
2. The cost of an assessment provided by a neighboring local educational agency.
3. The cost of an assessment provided by a private service provider, with appropriate qualification, within 40 miles from the Charter School.

The Executive Director or designee(s) shall ensure a parent/guardian may demonstrate that unique circumstances, related to the student's education need(s), justify a financial waiver of any for the cost as defined by Charter School.

The Executive Director or designee(s) shall ensure a parent/guardian voluntarily have their private health insurance pay the costs of the IEE if covered by their insurance. However, Charter School recognizes that federal and state laws specify that parents/guardians are not required to have private insurance cover the costs of an IEE if the process would result in a financial cost to the parent/guardian including but not limited to:

1. A decrease in available lifetime coverage or any other benefit under an insurance policy
2. An increase in premiums or the discontinuance of the policy
3. An out-of-pocket expense such as payment of a deductible amount incurred in filing a claim

## **TRANSPORTATION SAFETY PLAN**

Board Policy #: NW6

Adopted/Ratified: 06/30/2017

Revision Date: 09/30/2020;12/13/2022

Because New West Charter School (“New West” or the “Charter School”) provides transportation to or from a New West school activity, the New West Board of Directors (“Board”) approved the following transportation safety plan, which contains procedures for New West personnel to follow to ensure the safe transportation of students. A copy of this Plan will be kept at each New West school and will be made available upon request to an officer of the Department of the California Highway Patrol. Students shall be informed that any violation of New West policies and procedures, including violation of safety procedures on a school bus or school activity bus, could result in discipline pursuant to the School’s discipline policy.

### **Definitions**

1. “School bus” is any motor vehicle designed, used, or maintained for the transportation of a New West pupil at or below the grade 12 level to or from New West or to and from School activities. “School bus” does not include a passenger vehicle designed for and when actually carrying not more than 10 persons, including the driver, except any vehicle or truck transporting two or more pupils who use wheelchairs.
2. “School activity bus” is any motor vehicle, other than the school bus, operated by a common carrier, or by and under the exclusive jurisdiction of a publicly owned or operated transit system, or by a passenger charter-party carrier, used under a contractual agreement between New West and carrier to transport New West pupils at or below the grade 12 level to or from a New West activity, or used to transport students from residential schools, when the students are received and discharged at off-highway locations where a parent or adult designated by the parent is present to accept the student or place the student on the bus.

### **Determining Whether a Student Requires an Escort**

If the school site or school activity destination are located on the opposite side of the street of the actual bus stop, then New West and California Vehicle Code section 22112(d) require the student to be physically escorted by the bus driver across that street and under the bus driver’s direction and supervision. The bus driver will be required to activate the school bus red flashing crossover lights and if so equipped, the stop arm, and physically get out of the bus to assist the students safely across the street. New West requires ALL students who cross the street, be physically escorted by the bus driver with crossover lights and signs being activated.

### **Procedures for Kindergarten through Eighth Grade Pupils Regarding Boarding and Exiting the Bus**

New West has created the following procedures to govern the safe entry and exit of kindergarten through eighth grade students to and from the school bus. New West is not required to use the services of an onboard school bus monitor in addition to the driver to ensure these procedures are followed.

**Boarding:**

1. Students shall board or exit the school bus ONLY at their assigned bus stop or school activity destination.
2. Students shall board in an orderly manner and utilize the handrails for their safety while loading and unloading.
3. Students are to find their seat as quickly as possible and sit down facing the front of the bus.
4. Students are to remain seated at all times while the bus is in motion.
5. Students are to maintain a noise level which will allow the bus driver to hear approaching traffic.
6. Students are to follow the directions of the bus driver while they are aboard the bus.
7. Students are responsible to follow all rules and regulations.

**Exiting:**

1. Students shall stay seated until the bus comes to a complete stop.
2. Once the driver has stopped the bus completely and opened the door, students are to unload seat by seat starting with the front of the bus and continuing seat by seat until the bus is empty.
3. Students remaining on the bus are to remain seated until the bus stops at their assigned bus stop or school activity destination.
4. Students will unload in an orderly manner using the handrails.
5. Students shall exit the bus only at their assigned bus stop or school activity destination. Exceptions will only be allowed when the student presents the bus driver with a note signed by his/her parent and endorsed by the Executive Director.
6. Students are to move away from the bus as they unload. Students shall not get underneath the bus to retrieve a book, paper or some other article. The student should always tell the bus driver and have the bus driver get the article for them.
7. Students should always use crosswalks and controlled intersections when available and should not cross in the middle of the block.
8. Students must avoid trespassing on other people's property, stay on sidewalks when possible.

**Procedures for All Students to Follow as They Board or Exit a School Bus at New West or Other School Activity Location**

New West has created the following procedures to govern the safe entry and exit of all students at New West or other school activity location.

**Boarding Buses at School Site or School Activity Location:**

1. The school bus driver may not activate the flashing amber warning light system, the flashing red light signal system, and stop signal arm at any school.
2. The driver will monitor the students' entry onto the bus to ensure an orderly and safe entry for all students.

3. The group of students, along with the teacher(s) and any other adult personnel attending a school activity, shall assemble in an area away from the school bus to wait. When the students are ready to load, the New West staff shall inform the driver, and the driver will begin the boarding process.
4. Upon completion of the boarding process, the driver will proceed with the bus evacuation and safety presentation, described below. This shall include an explanation and demonstration of all emergency exits, first aid kits, fire extinguishers, etc.
5. Upon completion of the presentation, the driver shall have the New West teacher or head chaperone sign a trip sheet, acknowledging the presentation has been given. The driver will then depart when safe to do so.

#### Exiting Buses at School Site or School Activity Location:

1. Upon arrival at New West, the driver shall take the bus to the designated student drop off area.
2. Upon reaching the designated area, the driver will park the bus and open the door when it is clear and safe to do so. The flashing red signal lights will not be activated.
3. Upon arrival at the school or school activity destination, the driver will select an area where the bus can be lawfully parked and the boarding/exiting of students can be reasonably controlled.
  - a. The driver will confer with the New West teacher/head chaperone regarding the time and location where the group will assemble to reload the bus.
  - b. When it is clear and safe to do so, the driver will have the students disembark the bus. The flashing red signal lights will not be activated.
  - c. When the New West teacher/head chaperone has confirmed all students are accounted for, the group may proceed to the trip.
4. Students exiting the bus at either New West or a school activity location should do so in an orderly, respectful, and appropriate manner, following all instructions from New West staff and the bus driver.

#### **Procedures for School Staff to Ensure a Student is Not Left Unattended on a School Bus or School Activity Bus**

New West staff members should always be involved and active in the supervision of the loading and unloading of students at New West and on activity trips to ensure no student is left unattended on the school bus or school activity bus.

To do this, New West staff shall adhere to the following procedures:

1. Before leaving the school site for a school activity, the New West teacher/head chaperone for the trip shall ensure he/she has a copy of the class roster with all student names.
2. Once the bus reaches the destination, a New West teacher/head chaperone shall be the first person off the bus and will note each student who exits the bus by comparing the exiting students against the class roster.
3. A New West staff member/chaperone shall be the last person to exit the bus at each stop to ensure no students are on left board. Before exiting the bus, the staff member/chaperone will walk up the aisle, checking each seat and area on the floor by each seat to ensure no students are present.
4. Once all students and staff/chaperones have exited the bus, but before leaving for the designated activity, the New West teacher/head chaperone will conduct another roll call by calling out each

student's name and waiting for verbal and visual confirmation from the student that he/she is present.

5. The New West teacher/head chaperone will discuss with the bus driver a way to contact each other in the event it is later discovered a student is still on the bus.

### **Procedures and Standards for Designating an Adult Chaperone, Other than the Bus Driver, to Accompany Students on a School Activity Bus**

New West shall follow its applicable policies and procedures, including its visitor and volunteer policy, for designating an adult chaperone other than the school bus driver to accompany students on a bus or a school activity bus. All appropriate background checks will be conducted on any chaperone prior to the chaperone's attending a school trip or school activity bus.

### **Instruction in School Bus or School Activity Bus Emergency Procedure and Passenger Safety**

New West shall ensure that all students who are transported in a school bus or school activity bus receive instruction in school bus emergency procedures and passenger safety.

### **Instruction for Students who were not Previously Transported in a School Bus**

Upon registration, the parents/guardians of students who were not previously transported in a school bus or school activity bus and who are in kindergarten through grade 6, inclusive, shall be provided with written information on school bus safety. This information shall include, but not be limited to, the following:

1. A list of school bus stops near the student's home;
2. General rules of conduct at school bus loading zones, such as:
  - a. While waiting for the school bus to arrive, students must stand single file in an orderly and well-behaved line;
  - b. Students are not to play in or be in the street or private property
  - c. Students shall be on the proper side of the street before the bus arrives at the bus stop;
  - d. Students should arrive at their bus stop five minutes prior to the scheduled leaving time;
  - e. If the student is late and needs to cross the street that the bus is stopped on, he/she must wait for the bus driver to escort him/her across the street;
  - f. Students should not approach the bus until it comes to a complete stop at the stop;
  - g. Students should board and exit the bus in an orderly fashion, with no pushing or shoving;
  - h. Students should understand the bus driver is in charge at all times, and students should follow his/her directions;
  - i. The driver will immediately activate the red flashing crossover lights and stop arm if so equipped;
  - j. Animals, birds, reptiles, fish, insects, breakable containers, weapons, or any object or substance that could be hazardous will not be transported on the bus.
3. Red light crossing instructions, consistent with this Plan;
4. School bus danger zone(s);
5. Walking to and from school bus stops.



### **Instruction for all Students Prior to Departure on School Trip**

Finally, prior to departure on a school activity trip, New West shall provide safety instruction to all students riding in a school bus or school activity bus. This instruction shall include, but not be limited, to the following:

1. Location of emergency exits; and
2. Use of emergency equipment.
  - a. Instruction may also include responsibilities of passengers seated next to an emergency exit.
3. Instruction on how to use the passenger restraint systems, including but not limited to the following:
  - a. Proper fastening and release of the passenger restraint system;
  - b. Acceptable placement of passenger restraint systems on students;
  - c. Times when the passenger restraint systems should be fastened and released; and
  - d. Acceptable placement of the passenger restraint systems when not in use.

### **Operation of School Bus or School Activity Bus when Visibility Reduced to 200 Feet or Less**

Pursuant to Vehicle Code section 34501.6, New West is required to adopt procedures that limit the operation of school buses and school activity buses when atmospheric conditions reduce visibility on the roadway to 200 feet or less during regular home to school transportation service. Bus drivers of school activity buses shall have the authority to discontinue school activity bus operation if the driver determines that it is unsafe to continue operation because of reduced visibility.

For purposes of this Plan, the procedures for school bus drivers shall be as follows:

1. The school bus driver will notify the Executive Director that atmospheric conditions have reduced visibility to 200 feet or less.
2. The Executive Director may consult with legal counsel as needed.
3. The Executive Director may direct that school bus activity will be suspended or delayed for a minimum of one (1) hour through an indefinite suspension or delay if required by the conditions. The length of time for the suspension or delay of school bus services shall be at the discretion of the Executive Director.

## **STUDENT USE OF TECHNOLOGY**

Board Policy #: NW7

Adopted/Ratified: 06/30/2017

Revision Date: 09/30/2020;12/13/2022

The Board of Directors of New West Charter School (“New West” or the “Charter School”) finds that new technologies are modifying the way in which information may be accessed, communicated and transferred. Those changes also alter instruction and student learning. The Charter School offers students access to technologies that may include Internet access, electronic mail, and equipment, such as computers, tablets, or other multimedia hardware. By its adoption of this Policy, the Board intends that technological resources provided by the Charter School be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

### **Definitions**

- “*Educational purpose*” means classroom activities, research in academic subjects, career or professional development activities, Charter School approved personal research activities, or other purposes as defined by the Charter School from time to time.
- “*Inappropriate use*” means a use that is inconsistent with an educational purpose or that is in clear violation of this Policy and the Acceptable Use Agreement.

### **Approved Use of Charter School Technology**

Use of Charter School equipment and access to the Internet via Charter School equipment and resource networks is intended to serve and pursue educational goals and purposes. Student use of the Internet is therefore limited to only those activities that further or enhance the delivery of an educational purpose. Students and staff have a duty to use Charter School resources only in a manner specified in the Policy.

### **Notice and Acceptable Use Agreement**

The Charter School shall notify students and parents/guardians about authorized uses of Charter School computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities.

Before a student is authorized to use the Charter School’s technological resources, the student and the student’s parent/guardian shall sign and return the Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and the student’s parent/guardian shall agree not to hold the Charter School or any Charter School staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the Charter School and Charter School personnel for any damages or costs incurred.

### **Safety**

The Charter School shall ensure that all Charter School computers with Internet access have a technology protection measure that blocks or filters Internet access to websites that have no educational purpose and/or contain visual depictions that are obscene, constitute child pornography, or that are harmful to minors. While the Charter School is able exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter School nor its staff shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence.

To reinforce these measures, the Executive Director or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall monitor students while they are using New West computers, laptops, or tablets to access the internet or online services on campus and may have teacher aides, student aides, and volunteers assist in this monitoring. Parents/guardians are required to supervise and monitor their child's use of New West equipment including but not limited to their child's access to the internet and any online services through such equipment any and all times during which any Charter School equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.

The Executive Director or designee also shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.

The Executive Director or designees shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, maintaining the student's online reputation and ensuring their personal safety by keeping their personal information private, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.<sup>1</sup> Students are expected to follow safe practices when using Charter School technology.

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<sup>1</sup> "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils, directed toward one or more pupils that has or can be reasonably predicted to have one or more of the following effects:

- Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupil's person or property.
- Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- Causing a reasonable pupil to experience substantial interference with his or her academic performance.
- Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the school.

As used in connection with "bullying," an "electronic act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- A message, text, sound, video, or image.
- A post on a social network Internet Web site, including, but not limited to:
  - Posting to or creating a "burn page" (i.e., an Internet Web site created for the purpose of bullying).
  - Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects of bullying. To create a "credible impersonation" means to (knowingly and without consent)

New West advises students:

- a. To never share passwords, personal data, or private photos online.
- b. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- c. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- d. To consider how it would feel receiving such comments before making comments about others online.

Students shall not use the Internet to perform any illegal act or to help others perform illegal acts. Illegal acts include, but are not limited to, any activities in violation of local, state, and federal law and/or accessing information designed to further criminal or dangerous activities. Such information includes, but is not limited to, information that if acted upon could cause damage, present a danger, or cause disruption to the Charter School, other students, or the community. Damaging, debilitating or disabling computers, computer networks or systems through the intentional or overuse of electronic distribution or the spreading of computer viruses or other harmful programs shall be prohibited. Any unauthorized online access to other computers by means of hacking into other computers, downloading hacker tools such as port scanners and password crackers designed to evade restrictions shall also be strictly prohibited.

Student use of Charter School computers to access social networking sites is not prohibited, but access is limited to educational purposes only. To the extent possible, the Executive Director or designee shall block access to such sites on Charter School computers with Internet access.

The Executive Director or designee shall oversee the maintenance of the Charter School's technological resources and may establish guidelines and limits on their use.

All employees shall receive a copy of this policy and the accompanying Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of staff in supervising student use of technological resources. All employees shall comply with this policy and the Acceptable Use Agreement, in addition to any separate policies governing employee use of technology.

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Impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

- Creating a false profile for the purpose of having one or more of the effects of bullying. A "false profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- An act of cyber sexual bullying. The term "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects of bullying. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act. The term "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Student use of Charter School's computers, networks, and Internet services is a privilege, not a right. Compliance with the Charter School's policies and rules concerning computer use is mandatory. Students who violate these policies and rules may have their computer privileges limited and may be subject to discipline, including but not limited to suspension or expulsion per school policy.

### **Acceptable Use Agreement**

The Charter School believes that providing access to technology enhances the educational experience for students. However, student use of Charter School computers, networks, and Internet services is a privilege, not a right. To make that experience successful for everyone, students must abide by the following terms and conditions:

1. **Security.** Students shall not impair the security of Charter School technology resources. Students are expected to:
  - a. Safeguard all personal passwords. Students should not share passwords with others and should change passwords frequently. Students are expected to notify an administrator immediately if they believe their student account has been compromised.
  - b. Access technology only with their account or with a shared account as directed by their teacher and not to allow others to use their account or to use the accounts of others, with or without the account owner's authorization.
2. **Authorized Use.** Students may use Charter School technology resources when directed by a teacher, when technology has been designated for open student use (e.g., computers in the library), and for other educational purposes.
3. **Protection Measures.** While the Charter School is able exercise reasonable control over content created and purchased by the Charter School, it has limited control over content accessed via the internet and no filtering system is 100% effective. Neither the Charter School nor its staff, employees, officers, directors or volunteers shall be responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. The student and parent/guardian agree not to hold the Charter School or any Charter School staff, employees, officers, directors or volunteers responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes, misuse or negligence. They also agree to indemnify and hold harmless the Charter School, Charter School staff, employees, officers, directors and volunteers for any damages or costs incurred. Parents/guardians are required to supervise and monitor their child's use of New West equipment including but not limited to their child's access to the internet and any online services through such equipment any and all times during which any New West equipment is being used by their child outside school facilities or school hours to ensure compliance with this policy.
4. **Inappropriate Use.** Charter School technology, hardware, software and bandwidth are shared and limited resources and all users have an obligation to use those resources responsibly. Students are provided access to the Charter School technology primarily for educational purposes. Students shall not use Charter School technology or equipment for personal activities or for activities that violate Charter School policy or local law. These include but are not limited to:
  - a. Playing games or online gaming.
  - b. Downloading software, music, movies or other content in violation of licensing requirements, copyright or other intellectual property rights.

- c. Installing software on Charter School equipment without the permission of a teacher or other authorized Charter School staff person.
  - d. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
  - e. Conducting any activity that is in violation of Charter School policy, the student code of conduct or local, state or federal law.
  - f. Engaging in any activity that is harmful to other student(s), including the use of technology to harass, intimidate, bully or otherwise disrupt the educational process.
  - g. Conducting for-profit business.
  - h. Using hacking tools on the network or intentionally introducing malicious code or viruses into the Charter School's network.
  - i. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits.
  - j. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
  - k. Accessing or attempting to access material or systems on the network that the student is not authorized to access.
- 5. No Expectation of Privacy.** Student acknowledges that computer equipment, Internet access networks, email accounts, and any other technology resources are owned by Charter School and provided to students for educational purposes. The Charter School may require staff to monitor and supervise all access to computer equipment, Internet access networks, and email accounts. To facilitate monitoring of activities, computer screens may be positioned so that they are visible to the staff member supervising the students. The Charter School reserves the right to access stored computer records and communications, files, and other data stored on Charter School equipment or sent over Charter School networks. Such communications, files, and data are not private and may be accessed during routine system maintenance; during inspection of Charter School equipment at the end of the school year/term or agree to use period; and review of individual files or monitoring of individual activity when there is a reasonable suspicion that the student is engaging in an inappropriate use.
- 6. Disruptive Activity.** Students should not intentionally interfere with the performance of the Charter School's network or intentionally damage any Charter School technology resources.
- 7. Unauthorized Networks.** Students may not create unauthorized wireless networks to access the Charter School's network. This includes establishing wireless access points, wireless routers and open networks on personal devices.
- 8. Consequences of Inappropriate Use.** Students who violate this Agreement will be subject to discipline, which may include loss of access to Charter School technology resources and/or other appropriate disciplinary or legal action in accordance with the Student Code of Conduct and applicable laws.
- 9. Technology Systems/Equipment Care.** Students are not permitted to have food or drink near computers/other technology and must keep equipment and assigned areas free of vandalism.

After reading the Student Use of Technology Policy and the Acceptable Use Agreement, please complete this form to indicate that you agree with the terms and conditions provided. The signature of both the student and parent/guardian are mandatory before access may be granted to the technologies available. This document, which incorporates the Use Procedure, reflects the entire agreement and understanding

of all parties. New West encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

**As a user of Charter School technologies, I have read Student Use of Technology Policy and hereby agree to comply with it and the Acceptable Use Agreement.**

I understand that computer use is a privilege and not a right. I understand that students who violate this policy in any way will be subject to a referral and possible suspension or expulsion. I understand that if a student willfully damages New West's property, including but not limited to New West's technology, equipment and networks, or fails to return New West's property that has been loaned to the student, the student's parents/guardians are liable for all damages caused by the student's misconduct up to an amount not to exceed ten thousand dollars (\$10,000), adjusted annually for inflation. After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, New West may withhold the student's grades, transcripts, and diploma until the damages have been paid or the property has been returned. If the student and the student's parent/guardian are unable to pay for the damages or to return the property, New West will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades, transcripts and diploma will be released. When the minor and parent are unable to pay for the damages, the Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. A student over the age of majority shall be liable for the same. (Ed. Code § 48904).

Student Name (please print): \_\_\_\_\_ Grade: \_\_\_\_\_

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Name (Please Print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ **For School Employees Only** \_\_\_\_\_

I have read, understand and agree to abide by the Student Use of Technology Policy and the Acceptable Use Agreement. I understand that the Charter School's policies, procedures, rules, and regulations which apply to students also apply to me as an adult user of the Charter School's technology, in addition to any separate policies governing employee use of technology.

Employee Signature: \_\_\_\_\_

Employee Name (Please Print) \_\_\_\_\_

## **EDUCATION OF HOMELESS CHILDREN POLICY**

Board Policy #: NW8

Adopted/Ratified: 06/30/2017

Revision Date: 09/30/2020; 12/13/22

The New West Charter School (“New West” or the “Charter School”) Governing Board desires to ensure that homeless children and youth are provided with equal access to its educational program, have an opportunity to meet the same challenging State academic standards, are provided a free and appropriate public education, are not stigmatized or segregated on the basis of their status as homeless, and to establish safeguards that protect homeless students from discrimination on the basis of their homelessness.

### **Definition of Homeless Children and Youth**

The term “*homeless children and youth*” means individuals who lack a fixed, regular and adequate nighttime residence and includes children and youth who (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of “homeless.”

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

### **Charter School Liaison**

The Executive Director designates the following staff person as the Charter School Liaison for homeless students (42 U.S.C. § 11432(g)(1)(J)(ii)):

Dr. Sharon Weir  
Executive Director  
1905 Armacost Ave,  
Los Angeles, CA 90025



(310) 943-5444

The Charter School Liaison shall ensure that the following requirements are fulfilled by the Charter School (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire administered by the Charter School.
2. Homeless students enroll in and have a full and equal opportunity to succeed at New West.
3. Homeless students and families receive educational services for which they are eligible, including: services through Head Start programs (including Early Head Start programs) under the Head Start Act; early intervention services under part C of the Individuals with Disabilities Education Act (“IDEA”); any other preschool programs administered by New West, if any; and referrals to health care services, dental services, mental health services, substance abuse services, housing services, and other appropriate services.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, New West charter, and Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
8. Charter School personnel providing services receive professional development and other support.
9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid.

The California Department of Education publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: <https://www.cde.ca.gov/sp/hs/>

### **Enrollment**

New West shall immediately admit/enroll the student for which the Charter School is a School of Origin. “School of Origin” means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.

New West shall also immediately enroll a homeless youth who seeks to enroll in the Charter School, if the youth would otherwise be eligible to attend and subject to the Charter School’s capacity and pursuant to the procedures stated in the New West charter and Board policy. A homeless youth who is enrolled will have the right to attend classes and participate fully in school activities, including extracurricular activities.

The youth shall be immediately enrolled even if the student lacks records normally required for enrollment (such as previous academic records, records of immunizations, other required health records, proof of residency) or has missed application or enrollment deadlines during any period of homelessness. Records will immediately be requested from the previous school. (42 U.S.C. § 11432(g)(3)(C); Education Code Section 48850(a)(3)(A).)

If the student needs to obtain immunizations or does not possess immunization or other medical records, the Executive Director or designee shall refer the parent/guardian to the Charter School Liaison. The Charter School Liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student. (42 U.S.C. § 11432(g)(3)(C).)

A homeless youth may remain in the student’s school of origin for the entire period for which the youth is homeless. If a youth obtains permanent housing during an academic year, the youth will be permitted to remain in the school of origin through the end of the academic year.

### **Enrollment Disputes**

If a dispute arises over admissions/enrollment, the student shall be immediately admitted (subject to Charter School’s capacity and pursuant to the procedures stated in the Charter School charter and Board policy), pending final resolution of the dispute, including all available appeals.

The parent/guardian shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the parent/guardian's right to appeal the decision. The parent/guardian shall also be referred to the Charter School Liaison.

The Charter School Liaison shall carry out the Board-adopted dispute resolution and complaint process as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. § 11432(g)(3)(E).)

### **Housing Questionnaire**

NWCS shall administer a housing questionnaire for purposes of identifying homeless children and youth. NWCS shall ensure that the housing questionnaire is based on the best practices developed by the CDE. NWCS shall annually provide the housing questionnaire to all parents/guardians of students and to all unaccompanied youths at NWCS. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in the primary language other than English spoken by fifteen (15) percent or more of the students enrolled at NWCS and shall be translated into other languages upon request of a student's parent/guardian or an unaccompanied youth. NWCS shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)

### **Comparable Services**

Each homeless child or youth shall promptly be provided services comparable to services offered to other students in New West such as (42 U.S.C. § 11432(g)(4)):

- Transportation services
- Educational services for which the child or youth meets eligibility criteria, such as educational programs for students with disabilities and educational programs for students with limited English proficiency
- Programs in vocational and technical education
- Programs for gifted and talented students
- Charter School nutrition programs

### **Transportation**

In the event that New West provides transportation services to all New West students, New West shall provide comparable transportation services to each homeless child or youth attending New West, as noted above. (42 U.S.C. § 11432(g)(4).)

If the New West does not otherwise provide transportation services to all New West students, New West shall ensure that transportation is provided for homeless students to and from New West, at the request of the parent or guardian (or Charter School Liaison), if New West is the student's school of origin. (42 U.S.C. § 11432(g)(1)(J).) Transportation provided by New West will be adequate and appropriate for the Student's situation, but New West does not commit to any one method of transportation for all youth.

### **Eligibility for Extracurricular Activities**

A homeless child or youth shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

### **Waiver of Fees for Afterschool Programs**

The Charter School shall not charge any student who is a homeless youth any family fees associated with an After-School Education and Safety (“ASES”) Program operated by the Charter School.

### **Professional Development**

All administrators, teachers and employees of New West, including the Charter School Liaison, will be provided professional development on the identification, services, and sensitivity necessary when dealing with homeless children and youth. The Charter School Liaison will send verification that the Charter School is providing the required training to school personnel providing services to youth experiencing homelessness at least annually. (Education Code Section 48852.5(c)(2).)

The Charter School Liaison shall offer training to NWCS certificated and classified employees providing services to pupils experiencing homelessness, including, but not limited to, teachers, support staff, and other school staff who work with pupils, at least annually relating to: (1) NWCS’s homeless education program policies; and (2) Recognition of signs that pupils are experiencing, or are at risk of experiencing, homelessness. The Charter School Liaison shall inform such employees of the availability of training and the services the Charter School Liaison provides to aid in the identification and provision of services to pupils who are experiencing, or are at risk of experiencing, homelessness.

### **High School Graduation Requirements**

Homeless students who transfer to the Charter School any time after the completion of their second year of high school shall be exempt from any of the Charter School’s graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 (“additional graduation requirements”) unless the Charter School makes a finding that the student is reasonably able to complete the Charter School’s graduation requirements by the end of the student’s fourth year of high school.

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student’s school enrollment may be used, whichever will qualify the student for the exemption.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the student’s educational rights holder, and the Charter School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify students who are exempted from the Charter School’s additional graduation requirements and the student’s educational rights holder of how any of the requirements that are waived will affect the student’s ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance

at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

### **Acceptance of Course Work**

The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

The Charter School will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

### **Notice**

For any homeless student who seeks enrollment at the Charter School, written notice will be provided to the parent/guardian at the time of enrollment at least twice (2) annually while enrolled at the Charter School. This notice must be signed by the parent/guardian. The notice must outline general rights, include the name of the Charter School Liaison with contact information, and specifically state that (1) the choice of schools homeless children and youth are eligible to attend; (2) that no [homeless](#) student is required to attend a separate school for [homeless](#) children; (3) that homeless children and youth shall be provided comparable services; and (4) that homeless children should not be stigmatized by Charter School personnel. (42 U.S.C. § 11432(e)(3)(C).)

### **Annual Policy Review**

The Charter School shall annually review and revise any policies that may act as barriers to the identification of homeless children and youths or the enrollment of homeless children and youths at the Charter School. In reviewing and revising such policies, consideration shall be given to issues concerning **transportation, immunization, residency, birth certificates, school records and other documentation, and** guardianship. Special attention shall be given to ensuring the identification, enrollment, and attendance of homeless children and youths who are not currently attending school. Charter School's review of its homeless education program policies shall use resources developed by the CDE and posted on the CDE's internet website and resources developed by homeless education technical assistance centers established using funding from the American Rescue Plan Act of 2021.

### **School Website Posting**

NWCS shall ensure that the following information is posted, and updated as necessary, on its internet website:

- The name and contact information of the Charter School Liaison(s) for homeless children and youths.
- The contact information of any employee or contractor that assists the Charter School Liaison in completing the liaison's duties.
- Specific information regarding the educational rights and resources available to persons experiencing homelessness.



## **EDUCATION FOR FOSTER AND MOBLE YOUTH POLICY**

Board Policy #: NW9

Adopted/Ratified: 06/30/2017

Revision Date: 09/30/2020; 12/13/2022

### **Introduction**

The Governing Board of New West Charter School (“New West” or the “Charter School”) recognizes that Foster and Mobile Youth may face significant barriers to achieving academic success due to their family circumstances, disruption to their educational program, and their emotional, social, and other health needs. To enable such students to achieve state and charter school academic standards, the Charter School shall provide them with full access to the Charter School’s educational program and implement strategies identified as required by law and necessary for the improvement of the academic achievement of foster youth in the Charter School’s local control and accountability plan (“LCAP”).

### **Definitions**

- “*Foster youth*” means any of the following:
  1. A child who is the subject of a petition filed pursuant to California Welfare and Institutions Code (“WIC”) section 309 (whether or not the child has been removed from the child’s home by juvenile court).
  2. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child’s home by the juvenile court, and is in foster care.
  3. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
    - a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
    - b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
    - c. The nonminor is participating in a transitional independent living case plan.
  4. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.<sup>2</sup>
  5. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.
  
- “*Former juvenile court school pupil*” means a pupil who, upon completion of the pupil’s second year of high school, transfers from a juvenile court school to the Charter School.

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<sup>2</sup> The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.



- “*Child of a military family*” refers to a student who resides in the household of an active duty military member.
- “*Currently Migratory Child*” refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency (“LEA”), either within California or from another state, so that the child or a member of the child’s immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child’s eligibility for migrant education services. “Currently Migratory Child” includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
- “*Pupil participating in a newcomer program*” means a pupil who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant pupils that has as a primary objective the development of English language proficiency.
- “*Educational Rights Holder*” (“ERH”) means a parent, guardian, responsible adult appointed by a court to make educational decisions for a minor pursuant to Welfare and Institutions Code sections 319, 361 or 726, or a person holding the right to make educational decisions for the pupil pursuant to Education Code section 56055.
- “*School of origin*” means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin.
- “*Best interests*” means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth’s access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.

Within this Policy, foster/juvenile court youth, former juvenile court school pupils, a child of a military family, a currently migratory child, and a pupil participating in the newcomer program will be referred to collectively as “Foster and Mobile Youth.”

### **Foster and Mobile Youth Liaison**

In order to help facilitate the enrollment, placement, and transfer of Foster and Mobile Youth to the Charter School, the Governing Board shall designate a Foster and Mobile Youth liaison. The Governing Board designates the following position as the Charter School's liaison for Foster and Mobile Youth:

Dr. Sharon Weir  
Executive Director  
1905 Armacost Ave  
Los Angeles, CA 90025  
(310) 943-5444

The Foster and Mobile Youth Liaison shall be responsible for the following:

1. Ensure and facilitate the proper educational placement, enrollment in the Charter School, and checkout from the Charter School of Foster and Mobile Youth.
2. Ensure proper transfer of credits, records, and grades when Foster and Mobile Youth transfer to or from the Charter School.
3. When a foster youth is enrolling in the Charter School, the Foster and Mobile Youth Liaison shall contact the school last attended by the student within two (2) business days to obtain all academic and other records. The last school attended by the foster youth shall provide all required records to the new school regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the school last attended. When a foster youth is transferring to a new school, the Foster and Mobile Youth Liaison shall provide the student's records to the new school within two (2) business days of receiving the new school's request, regardless of any outstanding fees, fines, textbooks, or other items or moneys owed to the Charter School.
4. When required by law, notify the foster youth's attorney and the appropriate representative of the county child welfare agency at least ten (10) calendar days preceding the date of the following:
  - a. An expulsion hearing for a discretionary act under the Charter School's charter.
  - b. Any meeting to extend a suspension until an expulsion decision is rendered if the decision to recommend expulsion is a discretionary act under the Charter School's charter. The foster youth's attorney and the agency representative will be invited to participate.
  - c. A manifestation determination meeting prior to a change in the foster youth's placement if the change in placement is due to an act for which the recommendation for expulsion is discretionary and the student is a student with a disability under state and federal special education laws. The foster youth's attorney and the agency representative will be invited to participate.

5. As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973.
6. As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services.
7. Develop protocols and procedures for creating awareness for Charter School staff, including but not limited to principals, deans, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth.
8. Collaborate with the county placing agency, social services, probation officers, juvenile court officers, and other appropriate agencies to help coordinate services for the Charter School's foster youth.
9. Monitor the educational progress of foster youth and provide reports to the Executive Director or designee and the Governing Board based on indicators identified in the Charter School's local control and accountability plan.

This Policy does not grant the Foster and Mobile Youth Liaison authority that supersedes the authority granted under state and federal law to a parent or legal guardian retaining educational rights, a responsible person appointed by the court to represent the child pursuant to Welfare and Institutions Code sections 319, 361 or 726, a surrogate parent, or a foster parent exercising authority under Education Code section 56055. The role of the Foster and Mobile Youth Liaison is advisory with respect to placement options and determination of the school of origin.

### **School Stability and Enrollment**

The Charter School will work with foster youth and their ERH to ensure that each foster youth is placed in the least restrictive educational programs and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not limited to, interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin if it is their best interest. The Charter School will immediately enroll a foster youth, a currently migratory child, or child of a military family seeking reenrollment in the Charter School as their school of origin.

A foster youth, currently migratory child, or child of a military family who seeks to transfer to the Charter School will be immediately enrolled (subject to the Charter School's capacity, if the Charter School is not the student's school of origin, and pursuant to the procedures stated in the Charter School's charter and Board policy) even if the student has outstanding fees, fines, textbooks, or other items or monies due

to the school last attended or is unable to meet normal enrollment documentation or school uniform requirements (e.g. producing medical records or academic records from a previous school).

At the initial detention or placement, or any subsequent change in placement, a foster youth may continue in their school of origin for the duration of the court's jurisdiction. A currently migratory child or child of a military family may continue in their school of origin as long as the student meets the definition of a currently migratory child or child of a military family as described above. Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the court's jurisdiction or termination of the child's status as a currently migratory child or child of a military family, as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

If the foster youth, currently migratory child or child of a military family is transitioning between school grade levels, the youth shall be allowed to continue in the district of origin in the same attendance area to provide the youth the benefit of matriculating with their peers in accordance with the established feeder patterns of school districts. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The Foster and Mobile Youth Liaison may, in consultation with and with the agreement of the foster youth and the ERH for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and the student be enrolled in any district school that the student would otherwise be eligible to attend as a resident of the school district or in the Charter School consistent with current enrollment procedures. All decisions shall be made in accordance with the foster youth's best interests.

Prior to making any recommendation to move a foster youth from their school of origin, the Foster and Mobile Youth Liaison shall provide the foster youth and the foster youth's ERH with a written explanation of the basis for the recommendation and how the recommendation serves the foster youth's best interests.

If any dispute arises regarding a foster youth's request to remain in the Charter School as the foster youth's school of origin, the foster youth has the right to remain in the Charter School pending resolution of the dispute. The dispute shall be resolved in accordance with the existing Charter School dispute resolution process.

### **Transportation**

The Charter School shall not be responsible for providing transportation to allow a foster youth to attend school, unless there is an agreement with a local child welfare agency that the Charter School assumes part or all of the transportation costs in accordance with Section 6312(c)(5) of Title 20 of the United

States Code, or unless required by federal law. The Charter School is not prohibited from providing transportation, at its discretion, to allow a foster youth to attend school.

In accordance with Section 6312(c)(5) of Title 20 of the United States Code, the Charter School shall collaborate with local child welfare agencies to develop and implement clear written procedures to address the transportation needs of foster youth to maintain them in their school of origin, when it is in the best interest of the youth.

For any student who has an individualized education program (“IEP”), the student’s IEP team will determine if the student requires special education transportation as a related service regardless of the student’s status.

### **Effect of Absences on Grades**

The grades of a foster youth shall not be lowered for any absence from the Charter School that is due to either of the following circumstances:

- a. A decision by a court or placement agency to change the student’s placement, in which case the student’s grades shall be calculated as of the date the student left school.
- b. A verified court appearance or related court-ordered activity.

### **Transfer of Coursework and Credits**

The Charter School shall accept coursework satisfactorily completed by a Foster and Mobile Youth while attending another public school<sup>3</sup>, a juvenile court school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school or agency even if the student did not complete the entire course and shall issue that student full or partial credit for the coursework completed.

If the Foster and Mobile Youth did not complete the entire course, the student shall be issued partial credit for the coursework completed and shall not be required to retake the portion of the course that the student completed at another school unless the Charter School, in consultation with the student’s ERH, finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a Foster and Mobile Youth in any particular course, the student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course.

In no event shall the Charter School prevent a Foster and Mobile Youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California.

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<sup>3</sup> For purposes of coursework completed by a student who is a child of a military family, “public school” includes schools operated by the United States Department of Defense.

## **Applicability of Graduation Requirements**

To obtain a high school diploma from the Charter School, a student must complete all courses required by the Charter School and fulfill any additional graduation requirements prescribed by the Board. However, Foster and Mobile Youth who transfer to the Charter School any time after the completion of their second year of high school, and pupils participating in a newcomer program who are in their third or fourth year of high school, shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption. For a pupil participating in a newcomer program, enrollment in grade 11 or 12 may be used to determine whether the student is in their third or fourth year of high school.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the ERH, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for the exemption. If the Charter School fails to provide timely notice of the availability of the exemption, the Foster and Mobile Youth shall be eligible for the exemption from the additional graduation requirements once notified, even if that notification occurs after the termination of the court's jurisdiction over the student, if the foster youth otherwise qualifies for the exemption.

If a student is exempted from the Charter School's additional graduation requirements pursuant to this Policy and completes the statewide coursework requirements specified in Educational Code section 51225.3 before the end of their fourth year of high school and that student would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of their fourth year of high school.

The Executive Director or designee shall notify a Foster and Mobile Youth and their ERH if the Charter School grants an exemption from the additional graduation requirements, how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution, and shall provide information about transfer opportunities available through the California Community Colleges.

A Foster and Mobile Youth who would otherwise be entitled to remain in attendance at the Charter School shall not be required to accept the exemption from additional graduation requirements or be denied enrollment in, or the ability to complete, courses for which the student is otherwise eligible,

including courses necessary to attend an institution of higher education, regardless of whether those courses are required for statewide graduation requirements.

If an eligible student is not exempted from additional graduation requirements or has previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student at any time if an exemption is requested by the youth and the youth qualifies for the exemption. Likewise, if the youth is exempted, the Charter School may not revoke the exemption.

If a Foster and Mobile Youth is exempted from additional graduation requirements pursuant to this section, the exemption shall continue to apply after the termination of the court's jurisdiction over the student or after the termination of circumstances which make the Student eligible while he or she is enrolled in school or if the student transfers to another school, including a charter school, or school district.

The Charter School shall not require or request a Foster and Mobile Youth to transfer schools in order to qualify for an exemption from additional graduation requirements, and no Foster and Mobile Youth or any person acting on behalf of a Foster and Mobile Youth may request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

Upon making a finding that a Foster and Mobile Youth is reasonably able to complete the Charter School's graduation requirements within the student's fifth year of high school, the Executive Director or designee shall:

1. Inform the student and the student's ERH of the student's option to remain in school for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Inform the student and the student's ERH how remaining in school for a fifth year will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Upon agreement with the student or, if the student is under 18 years of age, the ERH, permit the student to stay in school for a fifth year to complete the Charter School's graduation requirements.

If a juvenile court youth satisfies the requirements for high school graduation while enrolled at a juvenile court school but has elected to decline the issuance of the diploma for the purpose of taking additional coursework, the Charter School will not prevent the juvenile court youth from enrolling in

the Charter School and pursuing additional coursework if requested by the youth or by the youth's ERH.

### **Eligibility for Extracurricular Activities**

A student who is in foster care whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities.

### **Waiver of Fees for Afterschool Programs**

The Charter School shall not charge any student who the Charter School knows is currently in foster care any family fees associated with an After-School Education and Safety ("ASES") Program operated by the Charter School.

### **Student Records**

When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new LEA, the Charter School shall provide these student records within two (2) business days. The Charter School shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

In accordance with the Charter School's Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parental consent.

### **Complaints of Noncompliance**

Complaints of noncompliance with this Policy shall be governed by the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.



## **SECTION 504: POLICY, PROCEDURES, AND PARENT RIGHTS REGARDING IDENTIFICATION, EVALUATION, AND EDUCATION**

Board Policy #: NW10

Adopted/Ratified: 06/30/2017

Revision Date: 09/30/2020;12/13/2022

### **A. Section 504 Policy**

The Board of Directors of New West Charter School (“New West” or the “Charter School”) recognizes the need to identify and evaluate students with disabilities in order to provide them with a free, appropriate public education and its legal responsibility to ensure that “no qualified person with a disability shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” This policy and the related administrative regulation has been developed to ensure the implementation of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and its implementing regulations as amended, which pertains to public schools. The intent is to ensure that all students with disabilities, who are eligible under Section 504, are identified and evaluated and have access to a free, appropriate public education (“FAPE”).

Under Section 504, individuals with physical or mental impairments that substantially limit one or more major life activities, including learning, are entitled to receive regular or special education and/or related aids and services designed to meet their individual needs as adequately as the needs of nondisabled students are met. Major Life Activities include functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working, as well as the operation of a major bodily functions, including functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. Students may be disabled and entitled to services under Section 504 even though they are not eligible for services pursuant to the Individuals with Disabilities in Education Act Improvement Act of 2004 (“IDEA”).

New West’s Executive Director or designee shall ensure that this policy and set of procedures is implemented and followed. Whenever there is reason to believe that, because of a disability, a student needs regular or special education and/or related aids and services (and the student has not been found eligible under IDEA) that student will be evaluated under this policy’s corresponding procedures.

A Section 504 Team will be convened to determine the student’s need for regular or special education and/or related aids and services. The 504 Team will include persons knowledgeable about the Section 504 standards, the student’s individual needs and school history, the meaning of evaluation data, and placement options. The student’s parent/guardian shall be invited to participate in this 504 Team and shall receive the notice of procedural safeguards guaranteed by law. If New West does not assess a student after a parent has requested an assessment, New West shall provide notice of the parent’s/guardian’s procedural safeguards. New West shall not retaliate in any way against

parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

If the student, due to disability, is found to require regular or special education and/or related aids and services under Section 504, the Section 504 Team shall develop a 504 plan for the provision of such services to the student. The student shall be educated with nondisabled students to the maximum extent appropriate to the student's individual needs. The student's parent/guardian shall be provided a copy of the 504 plan and shall receive notice of procedural safeguards guaranteed by law. New West shall periodically review the student's progress and placement.

The Charter School does not discriminate on the basis of disability or any other characteristic protected under law. New West will implement this policy through its corresponding procedures.

## **B. Section 504 Procedures**

### **A. Definitions**

1. **Academic Setting** – the regular, educational environment operated by New West.
2. **Individual with a Disability under Section 504** – An individual who:
  - a. has a physical or mental impairment that substantially limits one or more major life activities;
  - b. has a record of such an impairment; or
  - c. is regarded as having such an impairment.
3. **Evaluation** – procedures used to determine whether a student has a disability as defined within these Procedures, and the nature and extent of the services that the student needs. The term means procedures used selectively with an individual student and does not include basic tests administered to, or procedures used with, all students in a school, grade or class.
4. **504 Plan** – is a plan developed to identify and document the student's needs for regular or special education and related aids and services for participation in educational programs, activities, and school-sponsored events.
5. **Free Appropriate Public Education ("FAPE")** – the provision of regular or special education and related aids and services that are designed to meet the individual needs of persons with disabilities as adequately as the needs of persons without disabilities are met.
6. **Major Life Activities** - Functions such as caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, sitting, reaching, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, interacting with others, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, digestive, genitourinary, bowel,

bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions.

7. **Physical or Mental Impairment –**

- a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory; including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or
- b. Any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

8. **504 Coordinator** – The Executive Director shall serve as the Charter School’s Section 504 Coordinator. The parents or guardians may request a Section 504 due process hearing from or direct any questions or concerns to the Section 504 Coordinator at 310-943-5444.

9. **Has a record of such an impairment** - means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

10. **Is regarded as having an impairment** - means

- a. An individual meets the requirement of 'being regarded as having such an impairment' if the individual establishes that they have been subjected to an action prohibited under this Act because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.
- b. Being regarded as having an impairment shall not apply to impairments that are transitory and minor. A transitory impairment is an impairment with an actual or expected duration of 6 months or less.

**C. Referral, Assessment and Evaluation Procedures**

- 1. New West will evaluate any student who, because of disability, needs or is believed to need regular or special education and/or related aids and services.
- 2. A student may be referred by anyone, including a parent/guardian, teacher, other school employee or community agency, for consideration as to whether the student qualifies as a student with disabilities under Section 504. Requests for evaluation shall be made in writing, and a copy of said request will remain in the student’s file regardless of the final determination. This referral should be made to the Section 504 Coordinator who will convene a 504 Team. Any requests made to another School employee will be forwarded to the Section 504 Coordinator.
- 3. New West has the responsibility to ensure that students with disabilities are evaluated. Therefore, it is important that students who have or may have a disability are referred to the Section 504 Coordinator so that the assessment process is initiated.
- 4. The 504 Team convened by the Section 504 Coordinator will be composed of the student’s

parents/guardians and other persons knowledgeable about the student (such as the student's regular education teachers), the student's school history, the student's individual needs (such as a person knowledgeable about the student's disabling condition), the meaning of evaluation data, the options for placement and services, and the legal requirements for least restrictive environment and comparable facilities.

5. The 504 Team shall promptly consider the referral and determine what assessments are needed in all suspected areas of disability to evaluate whether the student is a student with a disability under Section 504 and what special needs the student may have. The decision regarding what assessments shall be undertaken shall be based on a review of the student's school records (including academic, social and behavioral records), any relevant medical records, and the student's needs. Students requiring assessment shall be provided appropriate assessments administered by qualified assessment specialists.
6. The 504 Team will consider the following information in its evaluation of the student:
  - a. Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel;
  - b. Tests and other evaluation materials including those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient; and
  - c. Tests are selected and administered so as to best ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure.)
7. The evaluation of the student must be sufficient for the 504 Team to accurately and completely describe: (a) the nature and extent of the disabilities; (b) the student's special needs; (c) the impact upon the student's education; and (d) what regular or special education and/or related aids and services are appropriate to ensure that the student receives a free appropriate public education. All significant factors relating to the learning process for that student, including adaptive behavior and cultural and language background, must be considered. The evaluation may include, but is not limited to, classroom and playground observation, performance-based testing, academic assessment information, and data offered by the student's teachers and parent/guardian.
8. Mitigating measures cannot be considered when evaluating whether or not a student has a substantially limiting impairment. Mitigating measures could include medications, prosthetic devices, assistive devices, or learned behavioral or adaptive neurological modifications a student uses to eliminate or reduce the effects of an impairment.
9. The parents/guardians shall be given an opportunity in advance of 504 Team meetings to examine assessment results and all other relevant records.
10. If a request for evaluation is denied, the 504 Team shall inform the parents/guardians in writing of this decision and of their procedural rights as described below.

## 504 Plan

1. When a student is identified as having a disability within the meaning of Section 504, the 504 Team shall determine what, if any, services are needed to ensure that the student receives a FAPE.
2. The 504 Team responsible for making the placement decision shall include the parents/guardians and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options.
3. For each identified eligible student, the 504 Team will develop a 504 Plan describing the student's disability and the regular or special education and/or related aids and services needed. The Plan will specify how the special education and/or related aids and services will be provided to the eligible student and by whom. The 504 Plan will also identify the person responsible for ensuring that all the components of the Plan are implemented.
4. The student's teacher and any other staff who are to provide services to the student or who are to make modifications in the classroom for the student shall be informed of the services or modifications necessary for the student and, if appropriate, provided a copy of the 504 Plan. A copy of this plan shall be kept in the student's cumulative file in a manner that limits access to those persons involved in the 504 process and/or the provision of services and modifications.
5. The eligible student shall be placed in the regular education environment unless it is demonstrated that the student's needs cannot be met in the regular education environment with supplementary aids and services. The student shall be educated with students who are not disabled to the maximum extent appropriate to his/her individual needs.
6. The referral, assessment, evaluation and placement process will be completed within a reasonable time. It is generally not reasonable to exceed fifty (50) school days in completing this process.
7. The parents/guardians shall be notified in writing of the final decision concerning the student's identification as a person with disabilities, the educational program and services to be provided, if any, and of the Section 504 procedural safeguards, as described below, including the right to an impartial hearing to challenge the decision.
8. If the 504 Team determines that the student has a disability but that no special services are necessary for the student, the 504 Plan shall reflect the identification of the student as a person with a disability under Section 504 and shall state the basis for the decision that no special services are presently needed.
9. The 504 Plan shall include a schedule for annual review of the student's needs, and indicate that this review may occur more frequently at the request of the parent/guardian or school staff.
10. New West shall immediately implement a student's prior 504 Plan, when a student enrolls at the School. Within thirty (30) days of starting school, New West Charter School shall schedule a 504 Team meeting to review the existing 504 Plan. New West Charter shall

request a copy of the prior 504 Plan from both the prior school and the parent/guardian.

#### **D. Review of the Student's Progress**

1. The 504 Team shall monitor the progress of the eligible student and the effectiveness of the student's 504 Plan. According to the review schedule set out in the student's 504 Plan, the 504 Team shall annually determine whether the services and modifications are appropriate.
2. A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement.

#### **E. Procedural Safeguards**

1. Parents/guardians shall be notified in writing of all decisions regarding the identification, evaluation or educational placement of students with disabilities or suspected disabilities. Notifications shall include a statement of their rights to:
  - Examine relevant records
  - Have an impartial hearing with an opportunity for participation by the parents/guardians and their counsel
  - Have the right to file a Uniform Complaint pursuant to school policy
  - Seek review in federal court if the parents/guardians disagree with the hearing decision.
2. Notifications shall also set forth the procedures for requesting an impartial hearing. Requests shall be made to the following:

Sharon Weir, Ed.D  
Executive Director  
1905 Armacost Ave.  
Los Angeles, CA 90025  
(310) 943-5444

Notifications shall also advise that reimbursement for attorney's fees is available only as authorized by law.

3. The Executive Director or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with New West or any district within the Southwest SELPA or the Los Angeles County Office of Education in any capacity other than that of hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.
4. If a parent/guardian disagrees with the identification, evaluation or educational placement of a student with disabilities under Section 504, he/she may request a hearing to initiate

due process procedures. The parent/guardian shall set forth in writing his/her request for a hearing. A request for hearing should include:

- The specific decision or action with which the parent/guardian disagrees.
  - The changes to the 504 Plan the parent/guardian seeks.
  - Any other information the parent/guardian believes is pertinent.
5. Within five (5) calendar days of receiving the parent/guardian's request for a hearing, New West may offer the parent/guardian an optional alternative dispute resolution process. However, the timeline for the hearing shall remain in effect unless it is extended by mutual written agreement of the parent/guardian and the Charter School. Alternative dispute resolution options include:
- Mediation by a neutral third party.
  - Review of the 504 Plan by the Executive Director or designee.
6. Within ten (10) calendar days of receiving the parent/guardian's request, the Director or designee shall select an impartial hearing officer. These ten (10) days may be extended for good cause or by mutual agreement of the parent/guardian and Director.
7. Within thirty-five (35) calendar days of the selection of the hearing officer, the due process hearing shall be conducted. These thirty-five (35) days may be extended for good cause or by mutual agreement of the parent/guardian and the Executive Director.
8. The parent/guardian and the School shall be afforded the rights to:
- Be accompanied and advised by counsel and by individuals with special knowledge or training related to the individual needs of students who are qualified as having a disability under Section 504.
  - Present written and oral evidence.
  - Question and cross-examine witnesses.
  - Receive written findings by the hearing officer.
9. The hearing officer shall issue a written decision within ten (10) calendar days of the hearing.
10. If desired, either party may seek a review of the hearing officer's decision by a federal court. The decision shall be implemented unless the decision is stayed, modified or overturned by a court.
11. New West shall not retaliate in any way against parents/guardians or students who exercise any rights under the procedural safeguards and/or Section 504.

## **F. Suspension and Expulsion, Special Procedures for Students with Disabilities**

New West shall follow the suspension and expulsion policy and procedures as set forth in the charter. A pupil who is qualified for services under Section 504 of the Rehabilitation Act of 1973 is subject to the same grounds for disciplinary action, including suspension and expulsion, and is accorded the same due process procedures applicable to regular education pupils except when federal and state law mandates additional or different procedures. New West will follow Section 504 and all applicable federal and state laws when imposing any form of discipline on a pupil identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such pupils. The following procedures shall be followed when a student with a disability is considered for suspension or expulsion. These procedures will be updated if there is a change in the law.

### **1. Services During Suspension**

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's 504 Plan; and receive, as appropriate, a functional behavioral assessment ("FBA") and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

### **2. Procedural Safeguards/Manifestation Determination**

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, New West, the parent, and relevant members of the 504 Team shall review all relevant information in the student's file, including the child's 504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the 504 Plan.

If New West, the parent, and relevant members of the 504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If New West, the parent, and relevant members of the 504 Team make the determination that the conduct was a manifestation of the child's disability, the 504 Team shall:

- a. Conduct an FBA and implement a behavioral intervention plan ("BIP") for such child, provided that New West had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If the child has a BIP, review the BIP and modify it, as necessary, to address the behavior; and



- c. Return the child to the placement from which the child was removed, unless the parent and New West agree to a change of placement as part of the modification of the BIP.

If New West, the parent, and relevant members of the 504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the 504 Plan, then New West may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

### 3. Appeals

The parent/guardian of a child with a disability under a 504 Plan who disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, either party may request to utilize the appeal process outlined in the Procedural Safeguards section of these Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or New West, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and New West agree otherwise.

### 4. Special Circumstances

New West personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. § 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. § 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

### 5. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's 504 Team.

### 6. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to the IDEA 2004 and who has violated New West's disciplinary procedures may assert the procedural safeguards granted under these Procedures only if New West had knowledge that the student had a disability before the behavior occurred.

New West shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to New West supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other New West personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other New West supervisory personnel.

If New West knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA 2004-eligible children with disabilities, including the right to stay-put.

If New West had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. New West shall conduct an expedited evaluation if requested by the parent/guardian; however, the student shall remain in the education placement determined by New West pending the results of the evaluation.

New West shall not be deemed to have knowledge of that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

### **C. Parent/Student Rights in Identification, Evaluation, Accommodation and Placement**

The following is a description of the rights granted by federal law to students with disabilities. The intent of the law is to keep you fully informed concerning decisions about your child and to inform you of your rights if you disagree with any of these decisions. Please keep this explanation for future reference.

You have the right to:

1. Have your child take part in and receive benefits from public education programs without discrimination because of his/her disabling condition.
2. Have New West advise you of your rights under federal law.
3. Receive notice with respect to Section 504 identification, evaluation and/or placement of your child.
4. Have your child receive a free appropriate public education. This includes the right to be educated

with non-disabled students to the maximum extent appropriate. It also includes the right to have New West make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.

5. Have your child educated in facilities and receive services comparable to those provided to non-disabled students.
6. Have your child receive special education and related services if he/she is found to be eligible under the Individuals with Disabilities Education Improvement Act (IDEA) of 2004.
7. Have an evaluation, educational recommendation, and placement decision developed by a team of persons who are knowledgeable of the student, the assessment data, and any placement options. This includes the right to an evaluation before the initial placement of the student and before any subsequent significant change in placement.
8. Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by New West.
9. Examine all relevant records relating to decisions regarding your child's Section 504 identification, evaluation, educational program, and placement.
10. Obtain copies of educational records at a reasonable cost unless the fee would effectively deny you access to the records.
11. Obtain a response from New West to reasonable requests for explanations and interpretations of your child's records.
12. Request an amendment of your child's educational records if there is reasonable cause to believe they are inaccurate, misleading or otherwise in violation of the privacy rights of your child. If New West Charter School refuses this request for amendment, New West shall notify you within a reasonable time and advise you of your right to an impartial hearing.
13. Request mediation or file a grievance in accordance with New West's Section 504 mediation grievance and hearing procedures as outlined above.
14. Request an impartial hearing regarding the Section 504 identification, evaluation, or placement of your child. You and the student may take part in the hearing and have an attorney represent you.
15. File a formal complaint pursuant to New West's Uniform Complaint Policy and Procedures. Please ask the Executive Director for a copy of the Charter School's Uniform Complaint Policy and Procedures if you need one.
16. File a formal complaint with the U.S. Department of Education.

Office for Civil Rights, U.S. Department of Education  
San Francisco Office

50 United Nations Plaza  
San Francisco, CA 94102  
(415) 486-5555 PHONE  
(415) 486-5570 FAX  
Email: [OCR.SanFrancisco@ed.gov](mailto:OCR.SanFrancisco@ed.gov)

17. Be free from any retaliation from New West for exercising any of these rights.

Please contact Dr. Sharon Weir, 504 Coordinator, c/o 1905 Armacost Ave. Los Angeles, CA 90025, with any questions regarding the information contained herein.

## **STUDENT FREEDOM OF SPEECH AND EXPRESSION**

Board Policy #: NW11

Adopted/Ratified: 06/30/2017

Revision Date: 09/30/2020; 12/13/2022

New West Charter School (“New West” or the “Charter School”) respects students’ rights to express ideas and opinions, take stands, and support causes, whether controversial or not, through their speech, writing, printed materials, including the right of expression in official publications, and/or the wearing of buttons, badges and other insignia.

### **Definitions**

1. “*Obscenity*”: when the (1) average person applying current community standards finds the work as a whole appeals to the prurient interest, (2) the work is patently offensive, and (3) the work lacks serious literary, artistic, political, or scientific value. Examples include pornography or sexually explicit material.
2. “*Defamation*”: Libel (written defamation) and Slander (oral defamation), which includes but is not limited to inaccurately attributing a statement to another, either on purpose for public officials (which includes Charter School staff) or by mistake for private officials, that mischaracterizes the statement.
3. “*Discriminatory Material*”: material that demeans a person or group because of the person/group’s mental or physical disability, sex (including pregnancy and related conditions and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation that has the purpose of humiliating, offending, or provoking a person/group.
4. “*Harassment (including sexual harassment), Intimidation and/or Bullying*”: severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following: (1) placing a reasonable student or students in fear of harm to that student’s or those students’ person or property, (2) causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental

health, (3) causing a reasonable student to experience a substantial interference with his or her academic performance, (4) causing a reasonable student to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

5. *“Fighting Words”*: words likely to cause (1) the average person to fight or (2) the creation of a clear and present danger of violence, unlawful acts in violation of lawful school regulations, or the substantial disruption of school.
6. *“Vulgarity and/or Profanity”*: the continual use of curse words by a student, even after warning.
7. *“Violating Privacy”*: publicizing or distributing confidential or private material without permission.

### **On-Campus Expression**

Student free speech rights include, but are not limited to, the use of bulletin boards, the distribution of printed materials or petitions, the wearing of buttons, badges, and other insignia, and the right of expression in official publications, whether or not the publications or other means of expression are supported financially by the school or by use of school facilities. Student expression on the Charter School website and online media shall generally be afforded the same protections as print media within the Policy.

Student freedom of expression shall be limited only as allowed by law in order to maintain an orderly school environment and to protect the rights, health, and safety of all members of the school community. Unprotected Expression includes the following: obscenity; defamation; discriminatory material; harassment (including sexual harassment), intimidation and/or bullying; fighting words; vulgarity and/or profanity; or violating privacy as defined above. Also prohibited shall be material that incites a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations or the substantial disruption of the orderly operation of the Charter School.

#### **A. Distribution of Circulars, Newspapers, and Other Printed Matter**

Free inquiry and exchange of ideas are essential parts of a democratic education. Students shall be allowed to distribute circulars, leaflets, newspapers, and pictorial or other printed matter, and to circulate petitions, subject to the following specific limitations:

1. Leaflets, pictorial and other printed matter to be distributed shall be submitted to the Charter School Executive Director or designee at least one (1) school day prior to distribution. The Charter School Executive Director or designee shall review material submitted in a reasonable amount of time and shall allow the approved material to be distributed according to the time and manner established by this Policy. The Charter School Executive Director or designee shall notify student(s) if distribution will be granted or denied (and if denied, why distribution is not in compliance with this Policy).

2. Distribution, free or for a fee, may take place before school, after school, and/or during lunch provided there is no substantial disruption in the school programs (as determined by the Charter School Executive Director). Distribution may not occur during instructional time and should not occur in locations that disrupt the normal flow of traffic within the school or at school entrances.
3. The manner of distribution shall be such that coercion is not used to induce students to accept the printed matter or to sign petitions.
4. The solicitation of signatures must not take place in instructional classes or school offices, nor be substantially disruptive to the school program (as determined by the Executive Director).

The Charter School Executive Director or designee shall work with student government representatives in the development of these procedures.

#### B. Official School Publications

Pupil editors of official school publications shall be responsible for assigning and editing the news, editorial, and feature content of their publications subject to the limitations of this Policy. However, it shall be the responsibility of the adviser or advisers of pupil publications to supervise the production of the pupil staff, to maintain professional standards of English and journalism, and to maintain the provisions of this Policy<sup>4</sup>. The journalism staff adviser(s) shall help the student editors judge the literary value, newsworthiness and propriety of materials submitted for publication.

There shall be no prior restraint of material prepared for official school publications except insofar as it violates this Policy. New West officials shall have the burden of showing justification without undue delay prior to a limitation of pupil expression under this Policy. If the journalism staff adviser(s) consider material submitted for publication to violate this Policy, he or she will notify the student without undue delay and give specific reasons why the submitted material may not be published. The student should be given the opportunity to modify the material or appeal the decision of the journalism staff adviser to the Charter School Executive Director.

#### C. Buttons, Badges, and Other Insignia of Symbolic Expression

Students shall be permitted to wear buttons, badges, armbands, and other insignia as a form of expression, subject to the prohibitions enumerated in this Policy.

#### D. Use of Bulletin Boards

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<sup>4</sup> “Official school publications” refers to material produced by students in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee.

Students will be provided with bulletin boards, upon request and subject to availability, for use in posting student materials on campus locations convenient to student use. Where feasible, the location and quantity of such bulletin boards shall be by mutual agreement of student government representatives and New West administration. Posted material must be in compliance with other sections of this Policy, particularly regarding the distribution of materials and prohibited speech.

E. Organized Demonstrations

Students have the right to lawful organized on-campus demonstrations, subject to the provisions of this Policy and applicable law. Demonstrations that incite students to create a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations, or demonstrations that substantially disrupt the orderly operation of the school are prohibited.

No individual student may demonstrate in the name of the Charter School or as an official school group at any time unless authorized by the Charter School to participate in the activity.

No student may participate in an organized demonstration that occurs during the hours of mandatory school attendance unless sanctioned by the Charter School and supervised by a designated Charter School employee. Missing school to attend an organized demonstration is not an excused absence. The Charter School will follow its Attendance Policy when determining consequences for students which may include but are not limited to detention, a low grade for a missed test, or receiving a truancy letter. The Charter School will follow its Suspension and Expulsion Policy when determining consequences for students if Charter School policy is violated.

F. Student Speeches

If a student is selected to speak at a Charter School sponsored event, including but not limited to graduation or school assemblies, Charter School has the right to review the pre-prepared speech to ensure that unprotected speech is not included. If unprotected speech is included, the student will be given the opportunity to revise the speech or deliver a modified speech. If not revised or removed, the student will not be permitted to speak at the Charter School sponsored event.

**Off-Campus Expression**

Off-campus student expression, including but not limited to student expression on off-campus internet web sites, is generally constitutionally protected but shall be subject to discipline when there is a sufficient nexus between the speech and the school.

Relevant considerations include:

1. The degree and likelihood of harm to the Charter School (staff, students, volunteers, and/or property) caused or augured by the expression,



2. Whether it is reasonably foreseeable that the expression would reach and impact the Charter School, and
3. The relation between the content and/or context of the expression and the Charter School. There is always a sufficient nexus between the expression and the Charter School when the Charter School reasonably concludes that it faces a credible, identifiable threat of school violence.

The Charter School Executive Director or designee shall document the impact the expression had or could be expected to have on the educational program. Off-campus expression that results in the material disruption of classwork or involves substantial disorder or invasion of the rights of others may be subject to discipline.

Off-campus expression may result in discipline if the expression involves but is not limited to:

- a. Serious or severe bullying or harassment targeting particular individuals;
- b. Threats aimed at teachers or other students;
- c. The failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities; or
- d. Breaches of school security devices.

### **Enforcement**

1. Upon learning that students are considering actions in the areas covered by this Policy they will be informed of the possible consequences of their action under each specific circumstance. The Charter School Executive Director shall ensure that due process is followed when resolving disputes regarding student freedom of expression.
2. This Policy does not prohibit or prevent the New West Governing Board from adopting otherwise valid rules and regulations relating to oral communications by pupils upon the school campus.
3. No New West employee shall be dismissed, suspended, disciplined, reassigned, transferred, or otherwise retaliated against solely for acting to protect a pupil engaged in the conduct authorized under this Policy, or refusing to infringe upon conduct that is authorized under this Policy, the First Amendment to the United States Constitution, or Section 2 of Article I of the California Constitution.
4. New West shall not make or enforce a rule subjecting a student to disciplinary sanctions solely on the basis of conduct that is speech or other communication that, when engaged in outside of the campus, is protected from governmental restriction by the First Amendment to the United States Constitution or Section 2 of Article I of the California Constitution.

### **Complaints and Appeals**

The following procedures shall be used to address general disputes regarding student freedom of speech and expression:

1. The student and faculty member shall first attempt to resolve the problem internally.
2. If the student and faculty member are unable to resolve the dispute, the student and/or faculty member may bring the matter to the Charter School Executive Director or designee, who shall hear both sides and strive to resolve the dispute as quickly as possible.
3. Any student or faculty member may appeal the decision of the Charter School Executive Director or designee to the Board who shall render a decision within a reasonable period of time after receipt of the appeal. The appeal by the student must be made within five (5) school days from the time the unsatisfactory decision was rendered.

A student who feels their freedom of expression was unconstitutionally limited and/or limited on the basis of discrimination may file a complaint with NWCS through following the Charter School's General Complaint Policies and Procedures.

## **INDEPENDENT STUDY POLICY**

Board Policy #: NW12

Adopted/Ratified: 06/30/2017

Revision Date: 09/30/2020; 08/12/22; 12/13/2022

New West Charter School (the “Charter School”) may offer independent study to meet the educational needs of pupils with medical or health needs enrolled in the Charter School. Independent study is an optional educational alternative in which no pupil may be required to participate and is designed to teach the knowledge and skills of the core curriculum. The Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. The following written policies have been adopted by the New West Charter School Board of Directors for implementation at Charter School:

1. For pupils in all grade levels and programs offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be fifteen (15) school days.
2. The Principal/Executive Director and/or program leaders shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:
  - a. When any pupil fails to complete three (3) assignments during any period of fifteen (15) school days.
  - b. In the event a student’s educational progress falls below satisfactory levels as determined by the Charter School’s Student Success Team as defined in the New West Charter Parent and Student Handbook which considers ALL of the following indicators:
    - i. 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).
    - ii. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
    - iii. Learning required concepts, as determined by the supervising teacher.
    - iv. 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 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.

3. The Charter School shall provide content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by the Charter School for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.
4. For students who participate in independent study for fifteen (15) or more days (where applicable) in a school year, the Charter School has adopted tiered reengagement strategies\*<sup>5</sup> for the following pupils:
  - a. All pupils 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;
  - b. Pupils 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;
  - c. Pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

These procedures local programs intended to address chronic absenteeism, as applicable, with at least all of the following:

- a. Verification of current contact information for each enrolled pupil;
  - b. Notification to parents or guardians of lack of participation within one (1) school day of the recording of a non-attendance day or lack of participation;
  - c. A plan for outreach from the Charter School to determine pupil needs including connection with health and social services as necessary
  - d. 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 pupil's achievement and well-being. This conference shall be a meeting involving, at a minimum, all parties who signed the pupil's written independent study agreement, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.
5. The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction:

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<sup>5</sup> \* The tiered reengagement strategies, plan for synchronous instruction and live interaction, and plan to transition pupils whose families wish to return to in-person instruction shall not apply to pupils who participate in an independent study program for fewer than 15 schooldays in a school year and pupils enrolled in a comprehensive school for classroom-based instruction 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. Local educational agencies shall obtain evidence from appropriately licensed professionals of the need for pupils to participate in independent study pursuant to this subdivision. These sections shall not apply to independent study offered due to school closure or material decrease in attendance for 15 school days or less for affected pupils under one or more of the circumstances described in Education Code Sections 41422 and/or 46392, and 46393 for which the Charter School files an affidavit seeking an allowance of attendance due to emergency conditions.

- a. For pupils in grades 6-8, inclusive, the plan to provide opportunities for daily live interaction between the pupil and a certificated or non-certificated employee of the Charter School and at least weekly synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record shall be as follows: a pupil shall participate in a daily appointment with their teacher or teachers of record on video-conference and have access to all course materials.
  - b. For pupils in grades 9-12, inclusive, the plan to provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record shall be as follows: a pupil shall participate in a daily appointment with their teacher or teachers of record on video-conference and have access to all course materials.
6. The following plan shall be utilized to transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days; for pupils who wish to transition back to in-person learning, the Executive Director/Program Leader shall convene a meeting with the family to facilitate the student's transition back to campus.
7. A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following
  - a. 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 a pupil's academic progress.
  - b. The objectives and methods of study for the pupil's work, and the methods used 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 pursuant to Education Code Section 51747, subdivisions (a) and (b) 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 before an evaluation of whether or not the pupil should be allowed to continue in independent study.
  - e. The duration of the independent study agreement, including the 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.
  - 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 individualized education program or plan pursuant to

h. The inclusion of the 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 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.

i. For a pupil participating in an independent study program that is scheduled for more than 14 school days, each written agreement shall be signed, before 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. Beginning in the 2022–23 school year, for a pupil participating in an independent study program that is scheduled for less than 15 school days, each written agreement shall be signed within 10 school days of the commencement of the first day of the pupil's enrollment in 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 Division 11 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.

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## **TOBACCO-FREE SCHOOL POLICY**

Board Policy #: NW13

Adopted/Ratified: 06/30/2017

Revision Date: 09/30/2020;12/13/2022

Ample research has demonstrated the health hazards associated with the use of tobacco products, including smoking and the breathing of secondhand smoke. New West Charter School (“New West” or the “Charter School”) provides instructional programs designed to discourage students from using tobacco products. New West employees are expected to serve as models for good health practices that are consistent with these instructional programs.

In the best interest of students, employees, and the general public, the Governing Board therefore prohibits the use of tobacco products at all times on School property and in School vehicles. This prohibition applies to all employees, students, visitors, and other persons at school or at a school-sponsored activity or athletic event. It applies to any meeting on any property owned, leased, or rented by or from New West. It also applies to any student while under the supervision and control of New West employees.

The tobacco products prohibited include any product containing tobacco or nicotine, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, chew, clove cigarettes, betel, electronic cigarettes, electronic hookahs, and other vapor-emitting devices, with or without nicotine content, that mimic the use of tobacco products. The Executive Director or designee shall inform students, parents/guardians, employees, and the public about this policy. All individuals on New West premises share in the responsibility of adhering to this policy.

The Executive Director or designee shall maintain a list of clinics and community resources that may assist employees who wish to stop using tobacco products.

Appropriate school officials will monitor School property and facilities for compliance with this Board Policy. The Executive Director shall develop and maintain procedures to resolve grievances that may result from alleged non-compliance.

The Executive Director or designee shall not be required to physically eject a non-employee or non-student who is smoking or to request that the non-employee or non-student refrain from smoking under circumstances involving a risk of physical harm to the New West or any employee.



## **MATHEMATICS PLACEMENT POLICY**

Board Policy #: NW14

Adopted/Ratified: 06/30/2017

Revision Date: 09/30/2020;12/13/2022

This policy of New West Charter School (“New West” or the “Charter School”) has been adopted to establish a fair, objective, and transparent protocol for placement in mathematics courses for students entering 9th grade, in order to ensure the success of every student and to meet the Legislative intent of the California Mathematics Placement Act of 2015.

1. In determining the mathematics course placement for entering 9th grade students, New West Charter School systematically takes multiple objective academic measures of student performance into consideration, including:
  1. Statewide mathematics assessments, including interim and summative assessments through the California Assessment of Student Performance and Progress (“CAASPP”);
  2. Placement tests that are aligned to state-adopted content standards in mathematics;
  3. Recommendation, if available, of each student’s 8th grade mathematics teacher based on classroom assignment and grades;
  4. Recommendation, if any, of each student’s 9th grade mathematics teacher based on classroom assignments and grades provided at the beginning of the school year;
  5. Final grade in mathematics on the student’s official, end of the year 8th grade report card;
  6. Results from all placement checkpoints, including at least one (1) placement checkpoint within the first month of the school year as described in Section 2, below.
2. New West will provide at least one (1) placement checkpoint within the first month of the school year to ensure accurate placement and permit reevaluation of individual student progress. All mathematics teachers responsible for teaching 9th grade students will assess the mathematics placements for each 9th grade student assigned to the teacher’s mathematics class. The teacher’s assessment will take into consideration factors which may include, but are not limited to, the student’s classroom assignments, quizzes, tests, exams, and grades, classroom participation, and any comments provided by the student, the student’s parent/legal guardian, and/or the student’s other teachers regarding the student’s mathematics placement. Based on the assessment, the teacher will then recommend that the student remain in the current mathematics placement or be transferred to another mathematics placement, in which case the teacher shall specify the mathematics course or level recommended for the student.
3. The Executive Director, or designee, shall examine aggregate student placement data annually to ensure that students who are qualified to progress in mathematics courses based on their performance on objective academic measures included in Section 1 of this policy are not held back in a disproportionate manner on the basis of their race, ethnicity, gender, or socioeconomic background. New West shall annually report the aggregate results of this examination to the New West Board of Directors.

4. New West Charter School offers clear and timely recourse for each student and his or her parent or legal guardian who questions the student's placement, as follows:
  1. A parent/legal guardian of any 9th grade student may submit a written request to the New West Executive Director, or designee, that:
    1. Requests information regarding how the student's mathematics placement was determined. Within five (5) days of receipt, the Executive Director or designee shall respond in writing to the parent/legal guardian's request by providing the information, including the objective academic measures that New West relied upon in determining the student's mathematics placement.
    2. Requests that the student retake the placement test, in which case the Executive Director or designee will attempt to facilitate the retest within two (2) weeks.
    3. Requests that the student retake the 8th grade end of course final mathematics assessment, in which case the Executive Director or designee will attempt to facilitate the retest within two (2) weeks.
    4. Requests reconsideration of the student's mathematics placement based on objective academic measures. Within five (5) school days of receipt, the Executive Director or designee shall respond in writing to the parent/legal guardian's request. The Executive Director or designee and the student's mathematics teacher must assess the objective academic measures provided by the parent in conjunction with the objective academic measures identified in Section 1 and 2 of this policy. Based on this assessment, the Executive Director or designee must determine whether the most appropriate mathematics placement for the student is the student's current placement or another placement, in which case the Executive Director shall specify the mathematics course or level recommended for the student. The Executive Director's or designee's response must provide the determination as well as the objective academic measures that the Executive Director or designee relied upon in making that determination.
  2. Notwithstanding the foregoing, if the Executive Director or designee requires additional time to respond to a parent/legal guardian's request, the Executive Director or designee will provide a written response indicating that additional time is needed. In no event shall the Executive Director's or designee's response time exceed one (1) month.
  3. If, after reconsideration of the student's mathematics placement by the Executive Director or designee, the parent/legal guardian is dissatisfied with the student's mathematics placement, the parent/legal guardian may choose to sign a voluntary waiver requesting that the student be placed in another mathematics course against the professional recommendation of the Executive Director or designee, acknowledging and accepting responsibility for this placement.
5. The Charter School shall ensure that this mathematics placement policy is posted on its website.
6. This policy is adopted pursuant to the Mathematics Placement Act of 2015, enacted as Education Code section 51224.7.

## **GENERAL COMPLAINT POLICY**

(General Complaints by Third Parties against New West or New West Employees)

Board Policy #: NW15

Adopted/Ratified: 06/30/2017

Revision Date: 09/30/2020;12/13/2022

New West Charter School (“New West” or the “Charter School”) requires all employees to observe the highest standard of business and personal ethics in the conduct of their duties and responsibilities. As representatives of New West, employees must practice honesty and integrity in fulfilling responsibilities and comply with all applicable laws and regulations.

Depending on the nature of the complaint, the complainant will be provided information concerning the applicable policy and procedures to be followed. If there is no applicable policy or procedures, the Executive Director (or designee) shall encourage the parties involved to seek an informal resolution of the issues. If this is not possible due to the nature of the complaint or if informal resolution has been unsuccessfully attempted, the Executive Director (or designee) shall undertake a responsible inquiry into the complaint to ensure it is reasonably and swiftly addressed. When appropriate, a written statement of the complaint will be obtained from the complainant.

If the complainant files a written complaint and no other school policy or procedure is applicable, the Executive Director (or designee) shall abide by the following process:

1. Within ten (10) working days of the receipt of the complaint, the Executive Director (or designee) shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Executive Director (or designee) finds that a complaint valid, the Executive Director (or designee) may take appropriate disciplinary action to resolve the concern. In the event the complaint is against an employee of the Charter School, the Executive Director (or designee) may take disciplinary action against the employee. As appropriate, the Executive Director (or designee) may counsel or reprimand employees as to their conduct without initiating formal disciplinary measures. The Executive Director’s (or designee’s) decision relating to the complaint shall be final.
3. The Executive Director’s (or designee’s) decision relating to the complaint shall be final unless it is appealed to the Board of Directors of the Charter School. The decision of the Board of Directors shall be final.
4. The Executive Director or Chair shall draft a written response to the complainant indicating that the matter has been investigated and sufficiently addressed. If appropriate, the response may include general details about the manner of the resolution, but at all times employee and student privacy rights

shall be maintained. No response may include any details about adverse action taken against a student or employee.

### **Confidentiality**

Complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.

### **Non-Retaliation**

Complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.

### **Resolution**

The administration will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

## GENERAL COMPLAINT FORM

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of Person(s) you have a complaint against: \_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur?

Please describe the circumstances, events, or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby authorize the Charter School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

\_\_\_\_\_  
Signature of Complainant

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

To be completed by Charter School:

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

## **TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY**

Board Policy #: NW16

Adopted/Ratified: 06/30/2017

Revision Date: 09/30/2020; 12/13/22

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, New West Charter School ("New West" or the "Charter School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, the Charter School will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. New West school staff that witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with whom New West does business, or any other individual, student, or volunteer. This Policy applies to all employees, students, or volunteer actions and relationships, regardless of position or gender. New West will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this Policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. New West complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

## **Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator (“Coordinator”):**

Dr. Sharon Weir  
Executive Director  
1905 Armacost Ave,  
Los Angeles, CA 90025  
(310) 943-5444

### **Definitions**

#### **Prohibited Unlawful Harassment**

- Verbal conduct such as epithets, derogatory jokes or comments or slurs.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school because of sex, race or any other protected basis.
- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected characteristics listed above.

#### **Prohibited Unlawful Harassment under Title IX**

Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. Part 106.1.) and California state law prohibit discrimination and harassment on the basis of sex. Under Title IX, “sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

- An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or
- “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

In accordance with Title IX and California law, discrimination and harassment on the basis of sex in education institutions, including in the education institution’s admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by New West.

New West is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless

of whether or not the conduct is motivated by sexual desire, when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

It is also unlawful to retaliate in any way against an individual who has articulated a good faith concern about sexual harassment against themselves or against another individual.

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults.
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's sex.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
  - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
  - Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this Policy.



## **Prohibited Bullying**

**Bullying** is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable student <sup>6</sup> or students in fear of harm to that student's or those students' person or property.
2. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
3. Causing a reasonable student to experience a substantial interference with his or her academic performance.
4. Causing a reasonable student to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by New West.

**Cyberbullying** is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

**Electronic act** means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
  - a. Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
  - b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
  - c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

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<sup>6</sup> "Reasonable student" is defined as a student, including, but not limited to, an exceptional needs student, who exercises care, skill and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs

3. An act of “Cyber sexual bullying” including, but not limited to:
  - a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - b. “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
4. Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

**Formal Complaint of Sexual Harassment** means a written document filed and signed by a complainant who is participating in or attempting to participate in New West’s education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that New West investigate the allegation of sexual harassment. At the time of filing a formal complaint of sexual harassment, a complainant must be participating in or attempting to participate in NWCS’s education program or activity.

**Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

### **Disciplinary Consequences for Bullying, Harassment, Intimidation, Discrimination**

New West believes that standards for student behavior must be set cooperatively through interaction among the students, parents and guardians, staff, and community members of the school, producing an atmosphere that encourages students to grow in self-discipline.

New West believes that the best discipline is self-imposed, and that it is the responsibility of staff to use disciplinary situations as opportunities for helping students learn to assume responsibility and the consequences of their behavior. Staff members who interact with students shall apply best practices designed to *prevent* discipline problems and encourage students’ abilities to develop self-discipline. If school personnel witness an act of discrimination, harassment, intimidation, or bullying, they shall take immediate steps to intervene when safe to do so.

New West requires its school administrators to develop and implement procedures that ensure *both* the appropriate consequences *and* remedial responses to a student or staff member who commits one or more acts of harassment or bullying. Remedial measures may be passed over in severe cases, and suspension and/or expulsion may be recommended.

The following factors, at a minimum, shall be given full consideration by school administrators in the development of the procedures for determining appropriate consequences and remedial measures for each act of harassment or bullying.

### **Factors for Determining Consequences**

- Age, development, and maturity levels of the parties involved
- Degree of harm
- Surrounding circumstances
- Nature and severity of the behavior(s)
- Incidences of past or continuing pattern(s) of behavior
- Relationship between the parties involved
- Context in which the alleged incident(s) occurred

### **Factors for Determining Remedial Measures**

#### *Personal*

- Life skill competencies
- Experiential deficiencies
- Social relationships
- Strengths
- Talents
- Traits
- Interests
- Hobbies
- Extra-curricular activities
- Classroom participation
- Academic performance

#### *Environmental*

- School culture
- School climate
- Student-staff relationships and staff behavior toward the student
- General staff management of classrooms or other educational environments
- Staff ability to prevent and de-escalate difficult or inflammatory situations
- Social-emotional and behavioral supports
- Social relationships
- Community activities
- Neighborhood culture

Consequences and appropriate remedial actions for a student or staff member who commits one or more acts of harassment or bullying may range from positive behavioral interventions up to and

including suspension or expulsion, in the case of a student, or suspension or termination in the case of an employee.

Consequences for a student who commits an act of harassment or bullying shall be unique to the individual incident and will vary in method and severity according to the nature of the behavior, the developmental age of the student, and the student's history of problem behaviors and performance. Remedial measures shall be designed to: *correct the problem behavior*; *prevent another occurrence* of the behavior; and *protect the victim* of the act. Remedial measures may be passed over in severe cases, and suspension and/or expulsion may be recommended. The consequences and remedial measures may include, but are not limited to, the examples listed below:

### **Examples of Consequences**

- Temporary removal from the classroom
- Loss of privileges
- Classroom or administrative detention
- Referral to disciplinarian
- In-school suspension during the school week
- Out-of-school suspension
- Legal action
- Expulsion

### **Examples of Remedial Measures**

- Framing the aggressive behavior as a failed attempt to solve a real problem or reach a goal. The adult assists the misbehaving student to find a better way to solve the problem or meet the goal.
- Restitution and restoration
- Transformative conferencing/restorative justice
- Peer support group
- Corrective instruction or other relevant learning or service experience
- Supportive discipline to increase accountability for the bullying offense
- Supportive interventions, including participation of an Intervention and Referral Services team, peer mediation, etc.
- Behavioral assessment or evaluation, including, but not limited to, a referral to a Student Study Team, as appropriate
- Behavioral management plan, with benchmarks that are closely monitored
- Involvement of school disciplinarian
- Student counseling
- Parent conferences
- Referral for therapy

## **Bullying and Cyberbullying Prevention Procedures**

New West has adopted the following procedures for preventing acts of bullying, including cyberbullying.

### **1. Cyberbullying Prevention Procedures**

New West advises students:

- e. To never share passwords, personal data, or private photos online.
- f. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- g. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- h. To consider how it would feel receiving such comments before making comments about others online.

New West informs Charter School employees, students, and parents/guardians of New West's policies regarding the use of technology in and out of the classroom. New West encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

## **2. Education**

New West employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. New West advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at New West and encourages students to practice compassion and respect each other.

New West educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other pupils based on protected characteristics.

New West's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

New West informs New West employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

## **3. Professional Development**

New West annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other New West employees who have regular interaction with pupils.

New West informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

New West also informs certificated employees about the groups of students determined by New West, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth (“LGBTQ”) and those youth perceived as LGBTQ; and
- Students with physical or learning disabilities.

New West encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for New West’s students.

## **Grievance Procedures**

### **4. Scope of Grievance Procedures**

New West will comply with its Uniform Complaint Procedures (“UCP”) policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person’s association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- a. Are written and signed;
- b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying based on a protected characteristic, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- c. Submitted to the New West UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this Policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, New West will utilize the following grievance procedures in addition to its UCP when applicable.

### **5. Reporting**

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene when safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this Policy.

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

Dr. Sharon Weir  
Executive Director  
1905 Armacost Ave,  
Los Angeles, CA 90025  
(310) 943-5444

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. New West will investigate and respond to all oral and written reports of misconduct prohibited by this Policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Executive Director, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

New West acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

New West prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff,

and any individual designated as a coordinator, investigator or decision-maker will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

## **6. Supportive Measures**

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to New West education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or New West's educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. New West will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of New West to provide the supportive measures.

## **7. Investigation and Response**

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of New West, the Coordinator (or administrative designee) will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the Coordinator (or administrative designee) determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator (or administrative designee) will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator (or administrative designee) will meet with the complainant and, to the extent possible with respect to confidentiality laws, to provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, the Coordinator (or administrative designee) will not reveal confidential information related to other students or employees.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

- Notice of the Allegations
  - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:



- A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
  - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
  - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence;
  - A statement that New West prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.
- Emergency Removal
  - New West may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with New West's policies.
  - New West may remove a respondent from New West's education program or activity on an emergency basis, in accordance with New West's policies, provided that New West undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
  - This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
- Informal Resolution
  - If a formal complaint of sexual harassment is filed, New West may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If New West offers such a process, it will do the following:
    - Provide the parties with advance written notice of:
      - The allegations;
      - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
      - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
      - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
    - Obtain the parties' advance voluntary, written consent to the informal resolution process.
  - New West will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
- Investigation Process
  - The decision-maker will not be the same person(s) as the Coordinator or the investigator. New West shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.

- In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
- The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
- The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
- A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
- Prior to completion of the investigative report, New West will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
- The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
  - If the investigation reveals that the alleged harassment did not occur in New West's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable New West policy.
  - New West may dismiss a formal complaint of sexual harassment if:
    - The complainant provides a written withdrawal of the complaint to the Coordinator;
    - The respondent is no longer employed or enrolled at New West; or
    - The specific circumstances prevent New West from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
  - If a formal complaint of sexual harassment or any of the claims therein are dismissed, New West will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- Determination of Responsibility
  - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
  - Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
  - New West will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
    - The allegations in the formal complaint of sexual harassment;
    - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
    - The findings of facts supporting the determination;

- The conclusions about the application of New West's code of conduct to the facts;
- The decision and rationale for each allegation;
- Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible bases for appeals.

## **8. Consequences**

Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from New West or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by New West in response to a formal complaint of sexual harassment.

## **9. Right of Appeal**

Should the reporting individual find New West's resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of New West's decision or resolution, submit a written appeal to the President of the New West Board, who will review the investigation and render a final decision.

The following appeal rights and procedures will also apply to formal complaints of sexual harassment:

- The complainant and the respondent shall have the same appeal rights and New West will implement appeal procedures equally for both parties.
- Within five (5) business days of NWCS's written decision or dismissal of the complaint, the complainant or respondent may submit a written appeal to the Coordinator.
- The decision-maker(s) for the appeal will not be the same person(s) as the Coordinator, the investigator or the initial decision-maker(s).
- The complainant and respondent may appeal from a determination regarding responsibility, and from NWCS's dismissal of a formal complaint or any allegations therein, on the following bases:
  - Procedural irregularity that affected the outcome of the matter;
  - New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
  - The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- New West will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

## **10. Recordkeeping**

All records related to any investigation of complaints under this Policy are maintained in a secure location.

New West will maintain the following records for at least seven (7) years:

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
- Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

### **Title IX, Harassment, Intimidation, Discrimination & Bullying COMPLAINT FORM**

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of Person(s) you have a complaint against: \_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

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**I hereby authorize New West to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand that providing false information in this regard could result in disciplinary action up to and including termination.**

\_\_\_\_\_  
Signature of Complainant

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**To be completed by the Charter School:**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Follow up Meeting with Complainant held on: \_\_\_\_\_

**ATTENDANCE POLICY**

Board Policy #: NW17  
Adopted/Ratified: 06/30/2017  
Revision Date: 09/30/2020; 12/13/2022; 02/07/2023

**Policy Rationale**

According to educational research, student academic achievement is closely tied to student attendance. It is important that students attend school on a daily basis to ensure continuity and building of skills for learning. New West Charter School (“New West” or the “Charter School”) requires all students to complete a minimum of 95% on-time attendance. Please note, 95% on-time attendance is defined as no more than 10 unexcused absences or tardiness greater than 30-minutes within the school year.

**It is the responsibility of the parents/guardians to see that their children attend school regularly and on-time.** This is part of the Family-School Agreement and our promotion policy. Parents violating this law may be subject to prosecution by the District Attorney.

**What is the on-time attendance policy for all New West students?**

**All New West high school students are required to be in school by 8:30am , and all middle school students are required to be in school by 8:00 a.m.**

Students who arrive after the. (high school) or 8:30 a.m. (middle school) tardy bell are considered late, and must adhere to the consequences listed below.

**Definitions**

- “*Tardy*”: Students shall be classified as tardy if the student arrives after the class bell has rung (high school) and 8:00am (middle school) that time. The school bell rings five (5) minutes before school starts, and children should be at school before that time. *Tardiness is disruptive to the learning process.* It has a negative impact on the entire class, not just the child who is tardy. If you bring your child to school after 8:30 a.m. (high school) or 8:00 a.m. (middle school), they must personally sign themselves in at the front office documenting the time of arrival. The child will then be given a tardy pass to admit him/her into the classroom.
- “*Unexcused Absence*”: Students shall have an unexcused absence if the student is absent or is tardy for more than thirty (30) minutes without a valid excuse.
- “*Truant*”: Students shall be classified as truant if the student is absent from school without a valid excuse three (3) full days in one school year, or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on three (3) occasions in one school year, or any combination thereof. Any student who has once been reported as a truant and who is again absent from school without valid excuse one or more days, or tardy on one or more days, shall again be deemed a truant. Such students shall be reported to the Executive Director or designee.
- “*Habitual Truant*”: Students shall be classified as a habitual truant if the student is reported for truancy three (3) or more times within the same school year. This generally occurs when the student is absent from school without a valid excuse for five (5) full days in one school year or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on five (5) occasions in one school year, or any combination thereof.
- “*Chronic Truant*”: Students shall be classified as a chronic truant if the student is absent from school without a valid excuse for ten (10) percent or more of the school days in one school year, from the date of enrollment to the current date.
- “*School Absence Committee (“SAC”)*”: The SAC panel will be composed of Sharon Weir, Tanisha Barnett and Antonia Perez. The SAC panel will discuss the absence problem with the

Parent/Guardian to work on solutions, develop strategies, discuss appropriate support services for the student and student's family, and establish a plan to resolve the attendance issue.

1. The SAC panel shall direct the parent/guardian that no further unexcused absences or tardies can be tolerated.
2. The parent shall be required to sign an attendance contract formalizing the agreement by the parents to improve the child's attendance or face additional administrative action. The contract will identify the corrective actions required in the future, and indicate that the SAC panel shall have the authority to order one or more of the following consequences for non-compliance with the terms of the contract:
  - a. Parent/guardian to attend school with the child for one day
  - b. Student retention
  - c. After school detention program
  - d. Probation
  - e. Required school counseling
  - f. Loss of field trip privileges
  - g. Loss of school store privileges
  - h. Loss of school event privileges
  - i. Mandatory Saturday school
  - j. Required remediation plan as set by the SART
  - k. Notification to the District Attorney

The SAC may consider the following factors when determining the appropriate consequences:

1. Pupil's grades at the time of the evaluation
  2. Teacher observation/feedback
  3. Standardized testing data
  4. Pupil's progress in the curriculum
  5. Disruption to other students when student arrives late
3. The SAC panel may discuss other school placement options.
  4. Notice of action recommended by the SAC will be provided in writing to the parent/guardian within two (2) school days of the SAC conference (please see below in the truancy process section).

### **Excused Absences for Classroom Based Attendance**

Absence from school shall be excused only for health reasons, family emergencies and justifiable personal reasons, as required by law or this Policy.

The following are the **only** accepted excused absences:

1. Medical, dental, optometric or chiropractic appointments (provide proof of medical documentation)
  - a. Students in grades 7-12, inclusive, may be excused from school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian.
2. Personal illness, including an absence for the benefit of the pupil's mental or behavioral health
3. Attendance at funeral services for a member of the immediate family:
  - a. Excused absence in this instance shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state.
  - b. "Immediate family" shall be defined as mother, father, grandmother, grandfather, spouse, son/son-in-law, daughter/daughter-in-law, brother, sister or any relative living in the student's household.
4. Participation in religious instruction or exercises as follows:
  - a. The student shall be excused for this purpose on no more than four school days per month.
5. Quarantine under the direction of a county or city health officer
6. Jury duty
7. Illness or medical appointment of a child of whom the pupil is the custodial parent, including absences to care for a sick child. (The school does not require a note from the doctor for this excusal.)
8. Serving as a member of a precinct board for an election pursuant to Section 12302 of the Elections Code.
9. Spending time with a member of the pupil's immediate family who is an active member of the uniformed services and has been called to duty for, is on leave from, or immediately returned from, deployment to a combat zone or combat support position. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the Charter School.
10. For the purpose of attending the pupil's naturalization ceremony to become a United States citizen.
11. Authorized parental leave for a pregnant or parenting pupil for up to eight (8) weeks, which may be extended if deemed medically necessary by the student's physician
12. Authorized at the discretion of a school administrator, based on the facts of the pupil's circumstances, are deemed to constitute a valid excuse.
13. A pupil who holds a work permit to work for a period of not more than five consecutive days in the entertainment or allied industries shall be excused from school during the period that the pupil is working in the entertainment or allied industry for a maximum of up to five absences per school year subject to the requirements of Education Code Section 48225.5.
14. In order to participate with a not-for-profit performing arts organization in a performance for a public-school pupil audience for a maximum of up to five days per school year provided the pupil's parent or guardian provides a written note to the school authorities explaining the reason for the pupil's absence.
15. For the purpose of participating in a cultural ceremony or event. "Cultural" for these purposes means relating to the habits, practices, beliefs, and traditions of a certain group of people.
16. For the purpose of a middle school or high school pupil engaging in a civic or political event, provided that the pupil notifies the school ahead of the absence. A "civic or political event" includes, but is not limited to, voting, poll working, strikes, public commenting, candidate speeches, political or civic forums, and town halls.



- a. A middle school or high school pupil who is absent pursuant to this provision is required to be excused for only one school day-long absence per school year.
- b. A middle school or high school pupil who is absent pursuant to this provision may be permitted additional excused absences in the discretion of a school administrator.

17. For the following justifiable personal reasons for a maximum of five (5) school days per school year, upon advance written request by the student's parent or guardian and approval by the Executive Director or designee pursuant to uniform standards:

- a. Appearance in court.
- b. Observation of a holiday or ceremony of his/her religion.
- c. Attendance at religious retreats
- d. Attendance at an employment conference

Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization

A student who is absent due to an excused absence will be allowed to complete all assignments and tests missed during the excused absence that can be reasonably provided and will receive full credit upon satisfactory completion within a reasonable period of time. The teacher of the class from which a student is absent shall determine which tests and assignments are reasonably equivalent to, but not necessarily identical to, the tests and assignments that the student missed during the excused absence.

**ALL OTHER EXCUSES WILL BE CONSIDERED AN UNEXCUSED ABSENCE  
(NO EXCEPTIONS).**

Insofar as class participation is an integral part of students' learning experiences, parents/guardians and students shall be encouraged to schedule medical appointments during non-school hours.

Students should not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency or for Students in grades 7-12, inclusive, who may be excused from school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian.

**Method of Verification**

In order for an absence to be excused, the parents or guardian must fill out the "Student Absence Form" (which is located on our website and in the Front Office) before the start of school on the day of return. It is the responsibility of the Parent/Guardian to ensure all documentation is submitted to New West. Parents are not permitted to submit the "Student Absence Form" for any absence or tardy more than two (2) weeks after the student's return to school.

*Please note that teachers will not provide make-up work for students who have unexcused absences. This policy includes all requests for core subject make-up work during extended vacations.*

*It is important to understand that New West will not receive funding from the State of California for pupils who are absent from school. This includes ALL absences, including those related to illness, medical, and bereavement.*

### **Unexcused Absences/Truancy for Classroom Based Attendance**

The Executive Director, or designee, shall implement positive steps to reduce truancy, including working with the family in an attempt to resolve the attendance problem. A student's progress and learning may be affected by excessive unexcused absences. In addition, the Charter School is fiscally dependent on student attendance and is negatively impacted by excessive unexcused absences. If all attempts to resolve the student's attendance problem are unsuccessful, the Charter School will implement the processes described below.

### **Students on Temporary Disability/Medical Leave ("Home and Hospital Instruction")**

If a student suffers from a temporary disability or condition that makes regular, in-person attendance at Charter School impossible or inadvisable, that student may be eligible for individual instruction via a home and hospital instruction ("HHI") program operated by the school district in which the student resides ("District").

"Temporary disability" means a physical, mental, or emotional disability incurred while a student is enrolled in Charter School or an alternative education program, and after which the student can reasonably be expected to resume instruction at Charter School or the alternative education program. A temporary disability does not include a disability for which a student is identified as a student with exceptional needs under the Individuals with Disabilities in Education Act ("IDEA") and for which a student is eligible for IEP supports or services.

Under HHI, instruction may be provided in the student's home, in a hospital, or other residential health facility, by the District. Please note that Charter School does not provide HHI; any and all requests for HHI must be submitted to the District.

If a Charter School student applies for and is approved to participate in a District HHI program, parent/guardian must submit documentation of the approval to the Charter School **Executive Director**. A student cannot be simultaneously enrolled in Charter School and a District-operated HHI program. Accordingly, once documentation of HHI program approval is received, Charter School will disenroll the student from Charter School.

However, Charter School will leave the student's enrollment spot open for the remainder of the school year in which student is enrolled in a District HHI program. Accordingly, if the student's HHI program participation concludes before the end of the same school year in which it began, the student will be eligible to immediately re-enroll in and resume instruction at Charter School (without being subject to a wait list).

Should you have additional questions about temporary disability/medical leave or HHI, please contact the **Executive Director**.

### **Process for Addressing Truancy**

#### **STEP 1: FORMAL WRITTEN NOTICE**

Three (3) unexcused absences and/or tardies over 30 minutes will result in a Formal Written Notice sent home to parents/guardians alerting them to their child's absence or tardiness. The Formal Written Notice includes a re-issue of the signed commitment by parent/guardian to the New West Family-School Agreement.

#### **STEP 2: SECOND FORMAL WRITTEN NOTICE – HABITUAL TRUANT CLASSIFICATION**

Upon reaching five (5) unexcused absences or unexcused tardies over 30 minutes, the parent/guardian will receive a second Formal Written Notice notifying the parent/guardian of the student's "Habitual Truant" status and a parent/guardian conference will be scheduled to review the student's records and develop an intervention plan/contract. In addition, the Charter School will consult with a school counselor regarding the appropriateness of a home visitation and/or case management.

#### **STEP 3: THIRD FORMAL WRITTEN NOTICE – ABSENCE COMMITTEE CONFERENCE (Mandatory Parent and Student required attendance)**

Six (6) unexcused absences and/or tardies over 30 minutes will result in a third Formal Written Notice being sent home to the parent/guardian inviting them to a mandatory Absence Committee Conference.

Parents and the Student will be required to attend the New West Absence Committee Conference, during which time the Committee will create an attendance agreement with the parent and the student. The parent/guardian may request one postponement, not to exceed five (5) school days, of the Conference for good cause.

At the Absence Committee Conference, the parent/guardian and student shall be informed of the reason for the Conference and the evidence of the student's violations of this policy. If the Parent and/or representative do not attend the Conference, the Absence Committee will review the relevant information and make a determination in the student's absence. The purpose of the Conference is for the parties to work collaboratively to identify obstacles to attendance, resolve the truancy issue, and ensure that student attends school regularly. Student may be required to enter into an attendance contract/intervention plan.

For all communications set forth in this process, the Charter School will use the contact information provided by the parent/guardian in the registration packet. It is the parent's or guardian's responsibility to update the Charter School with any new contact information.

#### STEP 4 – INVOLUNTARY REMOVAL

If the conditions of the attendance contract are not met, the student may incur additional administrative action up to and including disenrollment from the Charter School, consistent with the Involuntary Removal Process described below. If the student is disenrolled after the Involuntary Removal Process has been followed, notification will be sent within thirty (30) days to the student's last known school district of residence

If a student is absent ten (10) or more consecutive school days without valid excuse and the student's parent/guardian cannot be reached at the number or address provided in the registration packet and does not otherwise respond to the Charter School's communication attempts, as set forth above, the student will be in violation of the attendance contract, and the Attendance Committee will recommend that the student be disenrolled in compliance with the Involuntary Removal Process described below. The Involuntary Removal Process can be started immediately upon the Charter School receiving documentation of the student's enrollment and attendance at another public or private school (i.e., a CALPADS report).

#### **Process for Students Who Are Not in Attendance at the Beginning of the School Year**

When a student is not in attendance on the first five (5) days of the school year, the Charter School will attempt to reach the student's parent/guardian on a daily basis for each of the first five (5) days to determine whether the student has an excused absence, consistent with the process outlined in this policy. If the student has a basis for an excused absence, the student's parent/guardian must notify the Charter School of the absence and provide documentation consistent with this policy. However, consistent with process below, students who are not in attendance by the sixth (6<sup>th</sup>) day of the school year due to an unexcused absence will be disenrolled from the Charter School roster after following the Involuntary Removal Process described below, as it will be assumed that the student has chosen another school option.

1. Students who are not in attendance on the first (1<sup>st</sup>) day of the school year will be contacted by phone to ensure their intent to enroll in the Charter School.
2. Students who have indicated their intent to enroll but have not attended by the third (3<sup>rd</sup>) day of the school year and do not have an excused absence will receive a letter indicating the student's risk of disenrollment.
3. Students who have indicated their intent to enroll but have not attended by the fifth (5<sup>th</sup>) day of the school year and do not have an excused absence will receive a phone call reiterating the content of the letter.

4. Students who are not in attendance by the sixth (6<sup>th</sup>) day of the school year and do not have an excused absence will receive an Involuntary Removal Notice and the CDE Enrollment Complaint Notice and Form. The Charter School will follow the Involuntary Removal Process described below, which includes an additional five (5) schooldays for the parent/guardian to respond to the Charter School and request a hearing before disenrollment.
5. The Involuntary Removal Process can be started immediately upon the Charter School receiving documentation of the student's enrollment and attendance at another public or private school (i.e., a CALPADS report).
6. The Charter School will use the contact information provided by the parent/guardian in the registration packet.
7. Within thirty (30) calendar days of disenrollment, the Charter School will send the student's last known school district of residence a letter notifying it of the student's failure to attend the Charter School.

### **Involuntary Removal Process**

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of the Charter School's intent to remove the student ("Involuntary Removal Notice"). The Involuntary Removal Notice must be provided to the parent or guardian no less than five (5) schooldays before the effective date of the proposed disenrollment date.

The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include:

1. The charges against the student
2. An explanation of the student's basic rights including the right to request a hearing before the effective date of the action
3. The CDE Enrollment Complaint Notice and Form

The hearing shall be consistent with the Charter School's expulsion procedures. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the Charter School's suspension and expulsion policy.

Upon a parent's or guardian's request for a hearing, the Charter School will provide notice of hearing consistent with its expulsion hearing process, through which the student 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. The notice of hearing shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or

a homeless child or youth, the student's educational rights holder and shall include a copy of the Charter School's expulsion hearing process.

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If parent/guardian requests a hearing and does not attend on the date scheduled for the hearing, the student will be disenrolled effective the date of the hearing.

The final decision with regard to continued enrollment at the Charter School shall be made within ten (10) school days following the conclusion of the hearing. The Parent shall be informed in writing of the Board's decision. *The decision of the New West Charter Governing Board is final.*

If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known school district of residence within thirty (30) calendar days.

A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy continue or re-occur.

### **Referral to Appropriate Agencies or County District Attorney**

It is New West's intent to identify and remove all barriers to the student's success, and New West will explore every possible option to address student attendance issues with the family. For any unexcused absence, New West may refer the family to appropriate school-based and/or social service agencies. If a child's attendance does not improve after a meeting, or if the parents fail to attend a required meeting, the parents and the child may be referred by New West to the District Attorney's office for prosecution through the court system. Students 12 years of age and older may be referred to the juvenile court for adjudication.

### **Non-Discrimination**

These policies will be enforced fairly, uniformly, and consistently without regard to 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, pregnancy, or association with an individual who has any of the aforementioned characteristics).

### **Reports**

The Director, or designee, shall gather and report to the Board the number of absences both excused and unexcused as well as students who are truant, and the steps taken to remedy the problem.

## NEW WEST CHARTER ATTENDANCE AGREEMENT

### **Student Section**

Student's Name: \_\_\_\_\_  
Please Print

New West Charter School is committed to educate students and families about its policies and to teach the skills necessary for each student's future success in education and beyond.

My signature below certifies that I have read the New West Charter School's Attendance Policy , and I agree to follow the rules and procedures [including regarding tardies and absences] which it describes.

\_\_\_\_\_  
Student's Signature

Date: \_\_\_\_\_

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**Parent/Guardian Section**

My signature below certifies that I have read the New West Charter School's tardy/absence policy and that I will ensure that my child follows the rules and procedures which it describes.

\_\_\_\_\_  
Parent/Guardian Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian Signature

Date: \_\_\_\_\_

\*Please sign and return back to New West Charter School



## **STUDENT DISCIPLINE: SUSPENSION AND EXPLUSION POLICY**

Board Policy #: NW18

Adopted/Ratified: 06/30/2017

Revision Date: 09/30/2020; 12/13/2022

### **Policy**

The Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and wellbeing of all students at New West Charter School (“New West” or the “Charter School”). In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describe the offenses for which students at non-charter schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as the Charter School’s policy and procedures for student suspension, r that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this policy and its procedures are available upon request at the Executive Director’s office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”) or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 (“Section 504”) is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the applicable provisions of the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less

than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent, guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

## **Procedures**

### **A. Grounds for Suspension and Expulsion of Students**

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; or d) during, going to, or coming from a school-sponsored activity.

### **B. Enumerated Offenses**

1. Discretionary Suspension Offenses: Students may be suspended when it is determined the student:
  - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
  - b) Willfully used force or violence upon the person of another, except self-defense.
  - c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
  - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
  - e) Committed or attempted to commit robbery or extortion.

- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. This section shall only apply to students in any of grades 9-12, inclusive.
- l) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in, hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another

person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
  - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
  - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.

- iii. Causing a reasonable student to experience substantial interference with their academic performance.
  - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) “Electronic Act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
  - iii. An act of cyber sexual bullying.
    - (a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    - (b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
  - v) A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
  - w) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the student:
    - a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
    - b) Brandished a knife at another person.
    - c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
    - d) Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4
3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:
    - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
    - b) Willfully used force or violence upon the person of another, except self-defense.
    - c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
    - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any

kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in, hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully

threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 6 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This provision shall apply to students in any of grades 6 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 6 to 12, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
  - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
  - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.



- iii. Causing a reasonable student to experience substantial interference with their academic performance.
  - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) “Electronic Act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
  - iii. An act of cyber sexual bullying.
    - (a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    - (b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
  - u) A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
  - v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion when it is determined pursuant to the procedures below that the student:
- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.
  - b) Brandished a knife at another person.
  - c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
  - d) Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 of former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

- The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.
- The term “destructive device” means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

### **C. Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

#### **1. Conference**

Suspension shall be preceded, if possible, by a conference conducted by the Executive Director or designee with the student and the student’s parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Executive Director or designee.

The conference may be omitted if the Executive Director or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure of the student’s parent/guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student’s parent/guardian at the conference.

#### **2. Notice to Parents/Guardians**

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date the student may return to school following the suspension. In addition, the notice may also state the time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

### 3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Executive Director or designee, the student and the student's parent/guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student or the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference.

This determination will be made by the Executive Director or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

### 4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

## **D. Authority to Expel**

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the student nor a member of the Charter School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

## **E. Expulsion Procedures**

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Executive Director or designee determines that the student has committed an expellable offense and recommends the student for expulsion.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under the Family Educational Rights and Privacy Act “FERPA”) unless the student makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student’s parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing.
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based.
3. A copy of the Charter School’s disciplinary rules which relate to the alleged violation.
4. Notification of the student’s or parent/guardian’s obligation to provide information about the student’s status at the Charter School to any other school district or school to which the student seeks enrollment.
5. The opportunity for the student and/or the student’s parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor.
6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student’s behalf including witnesses.

## **F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses**

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) calendar days’ notice of their scheduled testimony; (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian or legal counsel; and (c) elect to have the hearing closed while testifying.

2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented

by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

### **G. Record of Hearing**

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

### **H. Presentation of Evidence**

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have their testimony heard in a session closed to the public.

### **I. Expulsion Decision**

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The Board of Directors shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final.

If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

The Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Board. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set

forth under Education Code Section 48917, except as otherwise expressly set forth herein.

#### **J. Written Notice to Expel**

The Executive Director or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student and student's parent/guardian. This notice shall also include the following: (a) notice of the specific offense committed by the student; and (b) notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Executive Director or designee shall send a copy of the written notice of the decision to expel to the chartering authority. This notice shall include the following: (a) the student's name; and (b) the specific expellable offense committed by the student.

#### **K. Disciplinary Records**

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the chartering authority upon request.

#### **L. No Right to Appeal**

The student shall have no right of appeal from expulsion from the Charter School as the Charter School Board of Directors' decision to expel shall be final.

#### **M. Expelled Students/Alternative Education**

Parents/guardians of students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

#### **N. Rehabilitation Plans**

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the student may reapply to the Charter School for readmission.

#### **O. Readmission or Admission of Previously Expelled Student**

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the Executive Director or designee and the



student and student's parent/guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Executive Director or designee shall make a recommendation to the Board of Directors following the meeting regarding the Executive Director's or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

#### **P. Notice to Teachers**

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

#### **Q. Involuntary Removal for Truancy**

As charter schools are schools of choice and as a charter school student who fails to attend school is potentially depriving another student of their opportunity to enroll, a student may be involuntarily removed as described within the Charter School's Board adopted Attendance Policy for truancy and only after the Charter School follows the requirements of the Attendance Policy and only in accordance with the policy described above which requires notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary removal. Students who are involuntarily removed for truancy will be given a rehabilitation plan and will be subject to the readmission procedures set forth herein.

#### **R. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities**

##### **1. Notification of SELPA**

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

##### **2. Services During Suspension**

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

##### **3. Procedural Safeguards/Manifestation Determination**

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

#### 4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

## 5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

## 6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

## 7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

## **UNIVERSAL SCHOOL MEALS PROGRAM POLICY**

Board Policy #: NW \_\_\_\_\_

Adopted/Ratified: 8/15/22; 12/13/2022

New West Charter School (“NWCS” or the “Charter School”) Governing Board (the “Board”) recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Executive Director or designee shall facilitate and encourage the participation of students from low-income families in the Charter School’s food service program.

Commencing with the 2022-23 school year, each NWCS school site shall provide two (2) nutritionally adequate meals to each student who requests a meal without consideration of the student’s eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal per meal service (breakfast and lunch) each school day. This shall apply to all pupils in kindergarten through grade twelve (12).

### **Universal Free Meals Application and Notification**

If the Charter School participates in the National School Lunch Program and/or federal School Breakfast Program, the Charter School will continue to collect meal application forms aligned with federal regulations. However, regardless of eligibility for free or reduced-price meals, ALL students who request meals will receive meals free of charge, consistent with this Policy and Education Code Section 49501.5. The Executive Director or designee shall ensure that the application form for the universal meals program and related materials include the following statements:

1. Applications for school meals may be submitted at any time during a school day.
2. Regardless of federal eligibility for free or reduced-price meals pursuant to NSLP and/or SBP, ALL students who request a meal will receive meals free of charge.

Children participating in the federal NSLP and/or SBP will not be overtly identified by the use of special tokens, special tickets, special serving lines, separate entrances, separate dining areas, or by any other means. The application packet shall include the following notifications and information using simple and culturally appropriate language:

1. A notification that the child may qualify for free or reduced-cost health coverage.
2. A request for the applicant’s consent for the child to participate in the Medi-Cal program, if eligible, and to have the information on the school lunch application shared with the entity designated by the State Department of Health Care Services to make an accelerated determination and the local agency that determines eligibility under the Medi-Cal program.

3. A notification that the Charter School will not forward the school lunch application to the entity designated by the State Department of Health Care Services to make an accelerated determination and the local agency that determines eligibility under the Medi-Cal program, without the consent of the child's parent or guardian.
4. A notification that the school lunch application is confidential and, with the exception of forwarding the information for use in health program enrollment upon the consent of the child's parent or guardian, the Charter School will not share the information with any other governmental agency, including the federal Department of Homeland Security and the Social Security Administration.
5. A notification that the school lunch application information will only be used by the entity designated by the State Department of Health Care Services to make an accelerated determination and the state and local agencies that administer the Medi-Cal program for purposes directly related to the administration of the Medi-Cal program and will not be shared with other governmental agencies, including the federal Department of Homeland Security and the Social Security Administration for any purpose other than the administration of the Medi-Cal program.
6. Information regarding the Medi-Cal program, including available services, program requirements, rights and responsibilities, and privacy and confidentiality requirements.

If NWCS elects to post its school meal application online, it will include the following:

1. Include a link to the Internet Web site on which translated applications are posted by the United States Department of Agriculture, with instructions in that language that inform the applicant how to submit the application.
2. Require completion of only those questions necessary for determining eligibility.
3. Include a clear statement that regardless of federal eligibility for free or reduced-price meals pursuant to NSLP and/or SBP, ALL students who request a meal will receive meals free of charge.
3. Include clear instructions for families that are homeless or migrant.
4. Comply with the privacy rights and disclosure protections established by Public Laws 113-79 and 105-277.
5. Include links to all of the following:
  - (i) The online application to CalFresh.
  - (ii) The online single state application for health care.

(iii) The Internet Web page maintained by the State Department of Public Health entitled “About WIC and How to Apply,” or another Internet Web page identified by the State Department of Public Health that connects families to the Special Supplemental Nutrition Program for Women, Infants and Children.

(iv) The Internet Web site of a summer lunch program authorized to participate within the city or school district.

### **Direct Certification**

Although every family should submit an application for school meals, in certain circumstances, NWCS may be able to determine student eligibility without further application. NWCS shall directly certify as eligible the following students:

1. Any child who is a member of a household receiving assistance under the supplemental nutrition assistance program as eligible for free lunches and/or free breakfasts under the Child Nutrition Act of 1966.
2. Any child who is a member of a household that receives CalWORKs (also known as Temporary Assistance for Needy Families or “TANF”) or CalFresh aid.
3. Any child who is a member of a household that receives the assistance of a Food Distribution program on Indian Reservations.
4. Any child identified as a foster, migrant, homeless or runaway youth, as defined by the California Education Code.

This Policy prohibits the Charter School from disciplining a student which would result in the denial or delay of a nutritionally adequate meal to that student.

### **Confidentiality/Release of Records**

All applications and records related to the universal school meals program shall be confidential and may not be released except as provided by law and authorized by the Board or pursuant to a court order.

The Board authorizes designated employees to use individual records pertaining to the universal meals program for the following purposes:

1. Disaggregation of academic achievement data
2. Identification of students eligible for alternative supports in any school identified as a Title 1 program improvement school

If a student transfers from the Charter School to another charter school, district, county office of education program, or private school, the Executive Director or designee may share the student's meal eligibility information to the other educational agency to assist in the continuation of the student's meal benefits.

The Executive Director or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another charter school, school district, or county office of education that is serving a student living in the same household as an enrolled student for purposes related to program eligibility and data used in local control funding formula calculations.

The Executive Director or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining funding allocations under the local control funding formula and for assessing accountability of that funding.

The Executive Director or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals and if the applicant consents to the sharing of this information.

The Executive Director or designee may also release information on the school lunch application to the local agency that determines eligibility for CalFresh or to an agency that determines eligibility for nutrition assistance programs if the student has been approved for free or reduced-price meals and if the applicant consents to the sharing of this information.

This information released shall adhere to the following requirements:

1. Individual indicators of participation in a free or reduced-price meal program shall not be maintained in the permanent record of any student, unless otherwise authorized by law.
2. The public release of information regarding individual student participation in a free or reduced-price meal program is not permitted.
3. All other confidentiality requirements imposed by law or regulation are met.



## **IMMUNIZATION POLICY**

Board Policy #: NW

Adopted/Ratified: 12/13/2022

The New West Charter School (“NWCS” or the “Charter School”) will adhere to all laws related to legally required immunizations for entering students pursuant to Health and Safety Code Sections 120325-120380, and Title 17, California Code of Regulations Sections 6000-6075.

### **Required Immunizations, Records and Reports**

California law requires that an immunization record be presented to NWCS staff before a child can be unconditionally enrolled in school. NWCS requires written verification from a doctor or immunization clinic of the following immunizations:

Entering students who are not exempt will need the following immunization requirements:

<b>Child’s Grade</b>	<b>Immunization</b>	<b>Dosage</b>
TK/K-12 Admission <sup>7</sup>	Diphtheria, Pertussis, and Tetanus (DTaP)	Five (5) doses
	Polio	Four (4) doses
	Measles, Mumps, and Rubella (MMR)	Two (2) doses
	Hepatitis B (Hep B)	Three (3) doses
	Varicella (chickenpox)	Two (2) doses
Entering 7 <sup>th</sup> Grade <sup>8</sup>	Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap)	One (1) dose

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<sup>7</sup> **NOTE:** Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines.

<sup>8</sup> **NOTE:** In order to begin seventh grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet the requirements listed for grades K-12 as well as requirements for 7<sup>th</sup> grade advancement (i.e., polio, MMR, chickenpox/varicella and primary

	Varicella	Two (2) Doses
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Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. Immunization records shall be part of the mandatory permanent pupil record and shall be kept in accordance with NWCS's Educational Records and Student Information Policy. Charter School will file a written report on the immunization status of all new entrants to NWCS with the California Department of Public Health, on at least an annual basis, as required by law.

Any child leaving the United States for a short vacation to or long stay in any country considered by the Center of Disease Control and Prevention ("CDC") to have increased risk of TB exposure MUST contact the County Tuberculosis Clinic for a TB Screening upon return.

Charter School shall immediately admit a foster child, as defined in Education Code § 48853.5(a), and a homeless child, as defined in Section 11434a(2) of Title 42 of the United States Code, even if the foster or homeless child's immunization records are not available or are missing. However, this does not alter NWCS's obligation to obtain immunization records for foster and homeless students or to ensure the full immunization of foster and homeless students as required by law.

If Charter School discovers that an admitted student who was previously believed to be in compliance with the immunization requirements is subsequently discovered to not be in compliance with either the unconditional admission requirements or the conditional admission requirements, NWCS will notify the student's parent/guardian of: 1) the time period within which the doses must be received, which may be no more than ten (10) school days after notification; and 2) that the student shall continue in attendance only if the parent/guardian provides documentation that the immunization requirements have been met within the time period designated by the School. If the student does not provide documentation of having received all required immunizations within the time period designated by the School, NWCS shall exclude this student from attendance. The student shall remain excluded from Charter School until the student is fully immunized as required by law. The student shall also be reported to the School Registrar Ms. Perez.

The Executive Director, or designee, may arrange for a licensed physician or a qualified registered nurse to administer immunizations at Charter School to any student whose parent/guardian has consented in writing.

\*Please refer to our **Student and Staff COVID-19 Vaccination Policy (Pages 186-191)\***

### **Conditional Admittance**

Students may be conditionally admitted in accordance with Health and Safety Code Section 120340 and Title 17, California Code of Regulations Section 6035. The Executive Director or designee shall notify

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series for diphtheria, tetanus, and pertussis). At least one dose of pertussis-containing vaccine is required on or after the 7<sup>th</sup> birthday.

the student's parents/guardians of the date by which the student must complete all the remaining doses. The Executive Director or designee shall review the immunization record of each student admitted conditionally at least every thirty (30) days from the date of admission until that student has received all the required immunizations or submitted an exemption. If a student conditionally admitted fails to fulfill the conditions of admission, NWCS will prohibit the student from further attendance until that student has been fully immunized as required by law.

### **Documentary Proof**

The Executive Director shall maintain the student's immunization information in the student's mandatory permanent record and shall file annual immunization status reports as required by the California Department of Public Health.

### **Exemptions from Immunization Requirements**

All students must be fully immunized in accordance with the California Health and Safety Code, the California Code of Regulations, and this Policy with the following exceptions:

1. Students who show proof of a medical exemption by a physician licensed to practice medicine in California pursuant to Health and Safety Code Section 120370.
  - a. Commencing January 1, 2021, the California Department of Public Health standardized medical exemption form shall be the only documentation of a medical exemption that the School shall accept.
  - b. On and after July 1, 2021, the School shall not unconditionally admit or readmit, or admit or advance any student to 7th grade, unless the student has been fully immunized or files a California Department of Public Health standardized medical exemption form as required by law.
  - c. Medical exemptions issued before January 1, 2020 will continue to remain valid until the child enrolls in the next grade span, defined below.
2. Students who are enrolled in a home-based private school or independent study program and do not receive any classroom-based instruction.
  - a. A student who has not received all of the required immunizations will not be eligible to attend classes at a Charter School resource center unless the student is otherwise exempt under #1 or #3.
3. Students who, prior to January 1, 2016, submitted a letter or affidavit on file at a private or public elementary or secondary school in California stating beliefs opposed to immunization, and who provides said letter or affidavit to the NWCS, shall be allowed to enroll at the Charter School without being fully immunized until the student enrolls in the next grade span pursuant to Health and Safety Code Section 120335(g).
  - a. "Grade span" means each of the following:
    - i. Birth to Preschool.
    - ii. Kindergarten and grades 1 to 6, inclusive, including transitional kindergarten.

iii. Grades 7 to 12, inclusive.

If there is good cause to believe that a child has been exposed to a disease listed in subdivision (b) of Section 120335 and his or her documentary proof of immunization status does not show proof of immunization against that disease, that child may be temporarily excluded from the School until the local health officer is satisfied that the child is no longer at risk of developing or transmitting the disease.

This Policy does not prohibit a student who qualifies for an individualized education program (“IEP”), pursuant to federal law and Education Code Section 56026, from accessing any special education and related services required by the student’s IEP.

## **STUDENT WELLNESS POLICY**

Board Policy #: NW

Adopted/Ratified: 12/13/2022

The Board of Directors of New West Charter School (“NWCS” or the “Charter School”) is committed to the optimal development of every student. NWCS believes that for students to have the opportunity to achieve personal, academic, developmental and social success, we need to create positive, safe and health-promoting learning environments at every level, in every setting, throughout the school year.

Research shows that two components, good nutrition and physical activity before, during and after the school day, are strongly correlated with positive student outcomes. Conversely, less-than-adequate consumption of specific foods including fruits, vegetables and dairy products, is associated with lower grades among students. In addition, students who are physically active through active transport to and from school, recess, physical activity breaks, high-quality physical education and extracurricular activities – do better academically. Finally, there is evidence that adequate hydration is associated with better cognitive performance.

This Policy outlines NWCS’s approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, this Policy establishes goals and procedures to ensure that:

- Students in NWCS have access to healthy foods throughout the school day—both through reimbursable school meals and other foods available throughout the Charter School campus—in accordance with Federal and state nutrition standards.
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors.
- Students have opportunities to be physically active before, during and after the school day.
- The Charter School engages in nutrition and physical activity promotion and other activities that promote student wellness.
- Charter School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school.

- The community is engaged in supporting the work of NWCS in creating continuity between Charter School and other settings for students and staff to practice lifelong healthy habits.
- The Charter School establishes and maintains an infrastructure for management, oversight, implementation, communication about and monitoring of this Policy and its established goals and objectives.

This Policy applies to all students and staff in NWCS. Specific measurable goals and outcomes are identified within each section below.

## **I. Charter School Wellness Committee**

### ***Committee Role and Membership***

NWCS will convene a representative Charter School Wellness Committee (“Well-Com”), or work within an existing school health committee, that meets at least four (4) times per year to establish goals for and oversee school health and safety policies and programs, including development, implementation and periodic review and update of this Policy.

The Well-Com membership will represent all grade/school levels (elementary and secondary schools) and include (to the extent possible), but not be limited to: parents and caregivers; students; representatives of the school nutrition program (e.g., school nutrition director); physical education teachers; health education teachers; school health professionals (e.g., health education teachers, school health services staff [e.g., nurses, physicians, dentists, health educators, and other allied health personnel who provide school health services], and mental health and social services staff [e.g., school counselors, psychologists, social workers, or psychiatrists]; school administrators (e.g., Executive Director, principal, vice principal); school board members; health professionals (e.g., dietitians, doctors, nurses, dentists); and the general public. When possible, membership will also include Supplemental Nutrition Assistance Program Education coordinators (“SNAP-EDEDSNAP-Ed”).

### ***Leadership***

The Executive Director or designee(s) will convene the Well-Com and facilitate development of and updates to the Policy and will ensure each Charter School’s compliance with the Policy.

Additionally, the designated official for oversight of the Well-Com is:

Executive Director

Sharon Weir

[sweir@newwestcharter.org](mailto:sweir@newwestcharter.org)

## **II. Wellness Policy Implementation, Monitoring, Accountability and Community Engagement**

### ***Implementation Plan***

Using the steps outlined below, NWCS will ensure the Charter School meets legal obligations regarding implementation of this Policy.

This Policy and the progress reports can be found at: [www.newwestcharter.org](http://www.newwestcharter.org)

### ***Recordkeeping***

NWCS will retain records to document compliance with the requirements of this policy in the main office. Documentation maintained in this location will include but will not be limited to:

- The written Policy.
- Documentation demonstrating that the Policy has been made available to the public.
- Documentation to demonstrate compliance with the annual public notification requirements and community involvement requirements.
- Documentation of the triennial assessment of the Policy.
- Documentation demonstrating the most recent assessment on the implementation of the Policy has been made available to the public.

### ***Annual Notification of Policy***

NWCS will actively inform families and the public each year of basic information about this Policy, including its content, any updates to the Policy, and implementation status. NWCS will make this information available via the Charter School website and/or Charter School-wide communications. NWCS will provide as much information as possible about the Charter School nutrition environment. This will include a summary of Charter School's events or activities related to Policy implementation.

Annually, NWCS will also publicize the name and contact information of the Charter School official(s) leading and coordinating the Well-Com, as well as information on how the public can get involved with the Well-Com.

### ***Triennial Progress Assessments***

At least once every three years, NWCS will evaluate compliance with the wellness policy to assess the implementation of the Policy and include:

- The extent to which the Charter School is in compliance with this Policy;
- The extent to which the Charter School's Policy compares to model wellness policies; and
- A description of the progress made in attaining the goals of the Charter School's Policy.

The position/person responsible for managing the triennial assessment and contact information is:

Executive Director

Sharon Weir

[sweir@newwestcharter.org](mailto:sweir@newwestcharter.org)

The Well-Com/Executive Director will monitor the Charter School's compliance with this Policy.

NWCS will actively notify households/families of the availability of the triennial progress report.

### ***Revisions and Updating the Policy***

NWCS will update or modify this Policy as appropriate based on the results of the annual Charter School Health Index and triennial assessments and/or as Charter School priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new

Federal or state guidance or standards are issued. This Policy will be assessed and updated as indicated at least every three (3) years, following the triennial assessment.

### ***Community Involvement, Outreach and Communications***

NWCS is committed to being responsive to community input, which begins with awareness of the Policy. NWCS will actively communicate ways in which representatives of Well-Com/the Charter School and others can participate in the development, implementation and periodic review and update of this Policy through a variety of means. NWCS will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in Charter School nutrition standards.

NWCS will use electronic mechanisms, such as email or displaying notices on the Charter School's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to this Policy, as well as how to get involved and support the Policy. The Charter School will ensure that communications are culturally and linguistically appropriate to the community and accomplished through means similar to other ways that other local schools are communicating important school information with parents.

The Charter School will actively notify the public about the content of, the implementation of, and any updates to the Policy annually, at a minimum. NWCS will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

## **III. Nutrition**

### ***Charter School Meals***

NWCS participates in USDA child nutrition programs, including the National School Lunch Program ("NSLP"), the School Breakfast Program ("SBP"). The Charter School is committed to offering school meals through the NSLP and SBP programs, and other applicable Federal child nutrition programs, that:

- Are accessible to all students.
- Are appealing and attractive to children.
- Are served in clean and pleasant settings.
- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations (The Charter School offers reimbursable school meals that meet USDA nutrition standards).
- Promote healthy food and beverage choices using at least ten of the following Smarter Lunchroom techniques:
  - Whole fruit options are displayed in attractive bowls or baskets (instead of chaffing dishes or hotel pans).
  - Sliced or cut fruit is available daily.
  - Daily fruit options are displayed in a location in the line of sight and reach of students.
  - All available vegetable options have been given creative or descriptive names.
  - Daily vegetable options are bundled into all grab-and-go meals available to students.
  - All staff members, especially those serving, have been trained to politely prompt students to select and consume the daily vegetable options with their meal.

- White milk is placed in front of other beverages in all coolers.
- Alternative entrée options (e.g., salad bar, yogurt parfaits, etc.) are highlighted on posters or signs within all service and dining areas.
- A reimbursable meal can be created in any service area available to students (e.g., salad bars, snack rooms, etc.).
- Student surveys and taste testing opportunities are used to inform menu development, dining space decor and promotional ideas.
- Student artwork is displayed in the service and/or dining areas.
- Daily announcements are used to promote and market menu options.

### ***Staff Qualifications and Professional Development***

All Charter School nutrition staff will meet or exceed hiring and annual continuing education/training requirements in the USDA professional standards for child nutrition professionals. These Charter School nutrition personnel will refer to USDA's Professional Standards for Charter School Nutrition Standards website to search for training that meets their learning needs.

### ***Water***

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the school day. NWCS will make drinking water available where school meals are served during mealtimes.

### ***Competitive Foods and Beverages***

The Charter School is committed to ensuring that all foods and beverages available to students on the Charter School campus during the school day support healthy eating. The foods and beverages sold to students on campus during the school day (including the period from the midnight before, to 30 minutes after the end of the official school day) and served outside of the Charter School meal programs (e.g., "competitive" foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day and create an environment that reinforces the development of healthy eating habits.

To support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable School meal programs that are sold to students on the School campus during the school day will meet or exceed the USDA Smart Snacks nutrition standards. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

### ***Celebrations and Rewards***

All foods offered on the NWCS campus will meet or exceed the USDA Smart Snacks in Charter School nutrition standards, including through:

1. Celebrations and parties. NWCS will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.
2. Classroom snacks brought by parents. NWCS will provide to parents a list of foods and beverages that meet Smart Snacks nutrition standards.



3. Rewards and incentives. NWCS will provide teachers and other relevant school staff a list of alternative ways to reward children. Foods and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

### ***Fundraising***

Foods and beverages that meet or exceed the USDA Smart Snacks in Charter Schools nutrition standards may be sold through fundraisers on the NWCS campus during the school day. NWCS will make available to parents and teachers a list of healthy fundraising ideas.

### ***Nutrition Promotion***

NWCS will promote healthy food and beverage choices for all students throughout the school campus, as well as encourage participation in school meal programs. This promotion will occur through at least:

- Implementing at least ten evidence-based healthy food promotion techniques through the school meal programs using Smarter Lunchroom techniques described above; and
- Ensuring 100% of foods and beverages promoted to students meet the USDA Smart Snacks in Charter School nutrition standards.

### ***Food and Beverage Marketing in Schools***

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the USDA Smart Snacks in School nutrition standards such that only those foods that comply with or exceed those nutrition standards are permitted to be marketed or promoted to students.

As the Executive Director reviews existing contracts and considers new contracts, equipment and product purchasing (and replacement) decisions should reflect the applicable marketing guidelines established by this Policy.

## **IV. Physical Activity**

The Centers for Disease Control (“CDC”) recommends that all children and adolescents participate in a minimum of sixty (60) minutes of physical activity every day. The CDC recommends that aerobic activity make up the bulk of such physical activity, with vigorous-intensity aerobic activity on at least three days per week. The CDC also recommends that physical activity include muscle strengthening activities, such as gymnastics or push-ups, on at least three days per week, and bone strengthening activities like jumping rope or running at least three days per week. The Charter School has the following specific goals to promote student wellness, consistent with this Policy: New West Safety Plan

In developing these goals, the Charter School reviewed and considered evidence-based strategies and techniques and parent input. NWCS will work toward achievement of these goals.

## **V. Other Activities that Promote Student Wellness**

NWCS will integrate wellness activities across the entire Charter School setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. NWCS will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy school environments will be coordinated with and complementary of this Policy, including but not limited to ensuring the involvement of the Well-Com and/or parents and the community.

All Charter School-sponsored events will adhere to this Policy's wellness guidelines. All Charter School-sponsored wellness events will include physical activity and healthy eating opportunities when appropriate.

### ***Community Partnerships***

NWCS will continue relationships with community partners (e.g., hospitals, universities/colleges, local businesses, SNAP-Ed providers and coordinators, etc.) in support of this Policy's implementation. Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with this Policy and its goals.

### ***Professional Learning***

When feasible, NWCS will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and school (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help NWCS staff understand the connections between academics and health and the ways in which health and wellness are integrated into ongoing district reform or academic improvement plans/efforts.

## **PARENT AND FAMILY ENGAGEMENT POLICY**

Board Policy #: NW

Adopted/Ratified: 12/13/2022

New West Charter School ("NWCS" or the "Charter School") has developed a written Parent and Family Engagement Policy ("Policy") with input from Title I parents and families. NWCS has distributed the Policy to parents of Title I students by [describe how the charter school distributes the Policy –e.g., copies available in the office, posted on the website, included in the handbook, etc.] This Policy describes the means for carrying out the following Title I parent and family engagement requirements.

### **Charter School Expectations and Objectives**

In establishing the Charter School's expectations and objectives for meaningful parent and family involvement, NWCS has established the following practices:

1. NWCS involves parents and family members in the joint development of the Charter School's Parent and Family Engagement Plan.
  - [List/briefly describe the specifics of how this happens at the Charter School.]

2. NWCS provides the coordination, technical assistance, and other support necessary to assist and build the capacity within the Charter School in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education.
  - [List/briefly describe the specifics of how this happens at the Charter School.]
3. NWCS coordinates and integrates parent and family engagement strategies to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs.
  - [List/briefly describe the specifics of how this happens at the Charter School.]
4. NWCS conducts, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the Policy in improving the academic quality at the Charter School.
  - [List/briefly describe the specifics of how this happens at the Charter School.]
5. NWCS conducts, with the meaningful involvement of parents and family members, an annual evaluation of barriers to greater participation by parents/families (with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background).
  - [List/briefly describe the specifics of how this happens at the Charter School.]
6. NWCS conducts, with the meaningful involvement of parents and family members, an annual evaluation of the needs of parents and family members to assist with the learning of their children, including engaging with Charter School personnel and teachers.
  - [List/briefly describe the specifics of how this happens at the Charter School.]
7. NWCS conducts, with the meaningful involvement of parents and family members, an annual evaluation of strategies to support successful Charter School and family interactions.
  - [List/briefly describe the specifics of how this happens at the Charter School.]
8. NWCS uses the findings of the annual evaluation to design evidence-based strategies for more effective parental and family engagement, and to revise, if necessary, the Parent and Family Engagement Policy.
  - [List/briefly describe the specifics of how this happens at the Charter School.]
9. NWCS involves parents in the activities of the Charter School to adequately represent the needs of the population.
  - [List/briefly describe the specifics of how this happens at your Charter School.]

### **Involvement of Parents in the Title I Program**

To involve parents in the Title I program at NWCS, the following practices have been established:

1. NWCS convenes an annual meeting to inform parents of Title I students about Title I requirements and about the right of parents to be involved in the Title I program.
  - [List/briefly describe the specifics of how this happens at the Charter School.]
2. NWCS offers a flexible number of meetings for Title I parents, such as meetings in the morning or evening.
  - [List/briefly describe the specifics of how this happens at the Charter School.]
3. NWCS involves parents of Title I students in an organized, ongoing, and timely way, in the planning, review, and improvement of the Charter School's Title I programs and the Parent and Family Engagement Policy.
  - [List/briefly describe the specifics of how this happens at the Charter School.]
4. NWCS provides parents of Title I students with timely information about Title I programs.
  - [List/briefly describe the specifics of how this happens at the Charter School.]
5. NWCS provides parents of Title I students with a description and explanation of the curriculum used at the Charter School, the assessments used to measure student progress, and the proficiency levels students are expected to meet.
  - [List/briefly describe the specifics of how this happens at the Charter School.]
6. If requested by parents of Title I students, NWCS provides opportunities for regular meetings that allow the parents to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children.
  - [List/briefly describe the specifics of how this happens at your Charter School.]

The Policy must be updated periodically to meet changing needs of parents and the Charter School. If NWCS has a process in place for involving parents in planning and designing the Charter School's programs, the school may use that process if it includes adequate representation of parents of Title I children.

### **Building Capacity for Involvement**

NWCS engages Title I parents in meaningful interactions with the Charter School. The Charter School supports a partnership among staff, parents, and the community to improve student academic achievement. To help reach these goals, NWCS has established the following practices.

1. NWCS provides Title I parents with assistance in understanding challenging state academic standards, state and local assessments, and how to monitor and improve the achievement of their children.
  - [List/briefly describe the specifics of how this happens at the Charter School.]
2. NWCS provides Title I parents with materials and training, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster

parental involvement, to help them work with their children to improve their children's achievement.

- [List/briefly describe the specifics of how this happens at the Charter School.]
3. With the assistance of Title I parents, NWCS educates staff members about the value of parent contributions, and in how to reach out, communicate with, and work with parents as equal partners to implement and coordinate parent programs and build ties between parents and the Charter School.
    - [List/briefly describe the specifics of how this happens at the Charter School.]
  4. NWCS coordinates and integrates the Title I parental involvement program with other programs, and conducts other activities, such as parent resource centers, to encourage and support parents in more fully participating in the education of their children.
    - [List/briefly describe the specifics of how this happens at the Charter School.]
  5. NWCS distributes information related to Charter School and parent programs, meetings, and other activities to Title I parents in a format and language that the parents understand.
    - [List/briefly describe the specifics of how this happens at the Charter School.]
  6. NWCS provides support for parental involvement activities requested by Title I parents.
    - [List/briefly describe the specifics of how this happens at the Charter School.]

### **Accessibility**

NWCS provides opportunities for the participation of all Title I parents and family members, including parents/family with limited English proficiency, parents/family with disabilities, and parents/family of migratory students. Information and school reports are provided in a format and language that parents/family understand, including by:

List/briefly describe the specifics of how this happens at the Charter School.]

### **NWCS CORPS-WORK EXPERIENCE EDUCATION PLAN**

#### **What's Work Experience Education and NWCorps?**

Work Experience Education ("WEE") is a state approved program that allows schools to create unique work/school partnerships. NWCorps is New West Charter School's ("New West," :NWC," or the "high school WEE program aimed at helping general education students explore different career opportunities, gain valuable paid or unpaid work experience, earn high school graduation credit, and ultimately discover what it is they want to do with their life after graduation.

Students that apply and are accepted into NWCorps agree to enroll in the accompanying class (see course description) that semester if possible of the next in order to earn graduation credit. Students may be enrolled in as many as 2 (two) WEE class per semester and may take at most 4 semesters of the course (a total of 40 credit hours).

Students can choose from two different types of WEE programs within NWCorps:

(1) Exploratory Work Experience Education (“EWEE”) - students can gauge their interest and suitability for occupations through opportunities to observe and sample a variety of occupations. It is non-paid. Exploratory Work Experience Education includes a combination of job observations/shadows and related classroom instruction. While exploring an occupation, students may be required to perform non-paid work on a limited basis. An employer or supervisor may teach production or other skills particular to their industry. The length of an assignment varies according to the aptitude of the student, the occupation being explored, the facilities of the work station, and the job classification. Students in EWEE may be less than 16 years of age.

Examples of quality EWEE experiences could be:

- Internships at a production company or an unpaid PA on a film shoot
- Weekly volunteering opportunities at a place of the students choosing
- Complete 10 or more job shadows at business of the students choosing.

(2) General Work Experience Education (“GWEE”) is for students who have part-time paid jobs at any place of their choosing. Students acquire general and specific occupational skills over through a combination of supervised paid part-time employment and related classroom instruction. Students in General Work Experience Education must either be 16 years of age, in the 11th grade, or if younger, an exemption from a NWC Administrator.

Examples of quality GWEE experience are working for a:

- CPA firm while enrolled in an accounting or math class
- Law firm while enrolled in a government class
- Local skate shop while taking a business class
- Local newspaper while enrolled in an English or Journalism class

### **Nucor Program Requirements**

1. A Nucor Application must be completed before a student can enroll in the class. Participation in the program is limited to high school students who are on schedule to graduate at the conclusion of their senior year. The NWCorps application is provided in this document.
2. A selection committee consisting of the WEE Program Coordinator and at least one other staff member shall evaluate the student’s application to determine program eligibility and acceptance.
3. High school credit will be awarded for the program.
4. Students must remain at their worksite for an amount of time equivalent to that which they would accrue in school following a normal schedule.

5. Evaluation of a student's progress in the program shall be a joint effort by the employer (on a PASS/FAIL basis) and the WEE Program Coordinator (on the NWC grading scale).
6. Job assignments should but do not have to correspond with the student's career interests and/or post-secondary educational/employment plans.
7. The student may not be self-employed.
8. Employer may not be a parent or guardian of the student.
9. Students may not work for any faculty member.
10. The program shall be organized and maintained so that students are under the direction and supervision of the school.
11. The program shall have written policies pertaining to student enrollment, attendance, absenteeism and conduct.
12. The WEE Program Coordinator shall hold valid teaching credentials. Teaching credentials shall not be required for persons responsible for training the student at the work location.
13. A training agreement must be completed and signed for each work experience class. The training agreement shall be signed by the employer, student, student's parent or guardian (if student is under 18 years of age), and the WEE Program Coordinator. The NWCorps training agreement can be found in this document.
14. Classroom and work attendance records shall be maintained during the length of the program.

### **Job Site Assignments**

1. A student is free to choose their own job site.
2. Job site assignments must last the length of the entire semester a student is enrolled in the WEE course. In the beginning of a job site assignment must coincide within 2 weeks of the start of a semester.
3. Job site assignments **must** be an employer other than the student, a student's parent(s), or guardian.

### **Withdrawal From The Program**

1. Students who request removal from NWCorps must provide a written statement that include reasons for requesting withdrawal from the program.
2. Employers who wish to dismiss their NWCorps student must send two-weeks notice to the WEE Program Coordinator explaining their rationale for termination.
3. A sample withdrawal form is provided in this document.

### **Job Site Supervision**

1. Adequate supervision will be provided for each NWCorps student by a designated school official.
2. All school rules, regulations and policies are considered to be in effect while a student is in the program. This includes tardiness, absences, disciplinary action, athletic and extra curricular eligibility, etc.
3. Failure of a student to abide by all NWCorps rules and regulations may result in disciplinary action and could result in expulsion from the program and unenrollment in WEE courses.

4. ALL expenses incurred in traveling to and from a job site are the responsibility of the student. ALL expenses incurred in securing and maintaining their position (either paid or unpaid) is the responsibility of the student.
5. Planned Absences: Any NWCORPS student who intends to be absent from his/her job site must inform the employer and school official as early as possible in advance of the intended absence. Emergency situations are exempt from this rule. An ABSENCE FORM must be filed for each absence. ALL absences must be reported to the WEE Program Coordinator by the parent/guardian on the day they occur.
6. Unexcused Absences: The employer must report a NWCORPS student absent from his/her job site without prior approval or notice immediately to the WEE Coordinator or attendance counselor.
7. Students absent from school for illness are not permitted to report to the job site for work on those day affected.
8. In the case of absences, similar to NWC policies, parent(s)/guardian(s) are expected to contact the office.
9. A school will conduct a job site visitation once a semester for each NWCORPS student.
10. The employer of a NWCORPS student shall submit a weekly report form, provided by New West Charter. The report, which contains a daily time sheet and evaluation/comment section, will highlight the student's work activities. This report form can be mailed, faxed, emailed, or delivered to the school official. A weekly report form is provided in this document.
11. The employer assumes all liability and responsibility for Workman's Compensation coverage whether the student is or is not receiving payment.
12. Students under the age of 18 will not be assigned hazardous tasks as defined by the U.S. Secretary of Labor. Hazardous tasks are defined as any non-agricultural task including but not limited to the following:
  - a) Manufacturing and storing explosives
  - b) Motor vehicle driving
  - c) Coal Mining
  - d) Logging and saw milling
  - e) Power-driven woodworking machines
  - f) Exposure to radioactive substances
  - g) Power-driven hoisting apparatus
  - h) Power-driven metal forming, punching, and shearing machines
  - i) Mining, other than coal mining
  - j) Slaughtering or meatpacking, processing or rendering
  - k) Power-driven bakery machines
  - l) Power-driven paper-products machines
  - m) Manufacturing brick, tile, and kindred products
  - n) Power-driven circular saws, band saws, and guillotine shears
  - o) Wrecking, demolition and ship-breaking operations
  - p) Roofing operations
  - q) Excavation operations.

#### **Records To Be Maintained By The School**



1. On-the-job attendance records which the employer should file each week.
2. Student work schedule, which shall be filed by the employer.
3. Employer's verification of work record.
4. Employer's evaluation of student's work experience.
5. Report of on-site visits made by the school.

The program/school shall maintain a record of employers, employer addresses, and employer phone numbers and make these available along with other listed documents for audit purposes.

### **DRESS CODE POLICY AGREEMENT**

**I agree to support the New West Charter School ("New West") uniform policy and understand that my child must wear** clothes to conform to the school dress code at all times, including the mandatory school uniform described above. I agree to have my child wear both the New West uniform/dress code requirements and PE clothes as required by the school.

I understand that the New West uniform policy will be strictly enforced.

I understand that failure to complete and comply with the uniform requirement of New West will **result** in appropriate discipline procedures.

Signature of Parent(s)/Guardian(s)\_\_\_\_\_ Date\_\_\_\_\_

Signature of Student\_\_\_\_\_ Date\_\_\_\_\_

### **THE NEW WEST CHARTER PARENT AND STUDENT ACKNOWLEDGEMENT**

**I agree to support New West Charter School's policies and procedures outlined in this Parent-Student Handbook. I have read this Handbook and understand/acknowledge the information contained within it.**

Signature of Parent(s)/Guardian(s)\_\_\_\_\_ Date\_\_\_\_\_

Signature of Student\_\_\_\_\_ Date\_\_\_\_\_

## **Student and Staff COVID-19 Vaccination Policy and Procedures**

The Board of Directors of NEW WEST CHARTER has adopted this policy to implement the student and staff COVID-19 vaccination policy for all Charter School facilities as required by the New West Governance Council on October 23rd, 2021.

Consistent with New West’s legal duty to maintain a safe and healthy workplace, to limit the spread of COVID-19 and consistent with wide-sweeping industry practice to mandate such vaccinations broadly, New West shall enforce this Student and Staff COVID-19 Vaccination Policy and Procedures (“Policy”). The purpose of this Policy is to protect the health, safety, and well-being of all School student, employees, families, and stakeholders to the maximum extent possible, and to facilitate a safe and meaningful return to in-person instruction. This Policy shall be implemented in a manner that is consistent with current federal, state, and local law, as well as applicable public health guidance, including that from the Centers for Disease Control and Prevention (“CDC”) and the California Department of Public Health (“CDPH”) as well as local public health authorities and authorizing agencies.

### **COVID-19 Vaccination Requirement for Eligible Students**

All Charter School students who are eligible to receive the COVID-19 vaccine, excluding those students with a qualified and approved exemption or conditional admission, must become fully vaccinated against COVID-19 as a mandatory precondition to accessing the school site, as follows:

<b>Student Group</b>	<b>First Dose Deadline</b>	<b>Second or Final Dose Deadline</b>
Students who are 12 years of age and older	No later than November 19th, 2022	No later than December 19, 2022
Newly eligible students	No later than 30 days after student’s 12 <sup>th</sup> birthday	No later than eight weeks after student’s 12 <sup>th</sup> birthday
Newly enrolled students	No later than 30 days after student’s enrollment date	No later than eight weeks after enrollment date

### **“Fully Vaccinated”**

Fully-vaccinated” refers to an individual who has received the first and second doses of the vaccine (or, in the case of Johnson & Johnson, the single required dose) and has completed the two-week period that follows to ensure maximum immunity.

## **Required Documentation**

Only the following modes may be used as proof of vaccination:

1. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); or
2. A photo of a Vaccination Record Card as a separate document; or
3. A photo of the client's Vaccination Record Card stored on a phone or electronic device; or
4. Documentation of COVID-19 vaccination from a health care provider; or
5. Digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type.

Parents/guardians must submit student COVID-19 vaccination documentation to the New West Front Office by the first and second dose deadline to meet the deadlines. After the vaccination document is submitted, it will be reviewed and verified by an authorized New West staff member. The verification process will likely take approximately 2-3 business days, but may take longer.

Student vaccination records and information will be maintained securely and confidentially in accordance with all applicable laws and regulations governing the privacy of student health information and other student records.

## **Exemptions and Conditional Admission**

Parents/guardians may apply to seek exemption from the student COVID-19 vaccine requirements or conditional admission only under the following circumstances:

1. Qualified Medical Exemption
  - a. Parents/guardians seeking a medical exemption from the COVID-19 vaccine for their child will be required to submit a completed Student Medical Exemption to the COVID-19 Vaccine Form to the Charter School beginning on November 19th, 2021.
2. Conditional Admission
  - a. Students may be conditionally admitted if they are in one of the following groups: 1) foster youth, 2) student experiencing homelessness, 3) migrant student, 4) military family, or 5) student with an IEP.

The Charter School will notify the parent/guardian confirming the exemption or conditional admission approval or indicating that further attention is required.

### **Exclusion from School Facilities**

Beginning Monday, January 10, 2022, eligible students who have not submitted proof of being fully vaccinated against COVID-19 or received a qualified and approved exemption or conditional admission pursuant to this policy will not be permitted on any New West school site.

### **Other Ongoing Campus Health and Safety Measures**

Charter School will continue to adhere to all applicable and current New West student health, safety, and emergency policies, procedures and requirements.

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## **COVID-19 Vaccination Requirement for Staff and Adults on Campus**

### **Scope**

This Policy applies to all School employees who enter campus for any period, or have contact with any employees, students, or other School stakeholders, however brief. This Policy also applies to any prospective employees who have been provided with a conditional offer of employment at New West. This Policy also applies to visitors, volunteers, contractors and parents who wish to enter any school facility, but such individuals shall not be entitled to apply for waivers/accommodations/exemptions from this policy as noted below for employees. This Policy applies to COVID-19 vaccines that are currently available to School employees under Food and Drug Administration (“FDA”) Approval or Emergency Use Authorization, as well as those that may later become available under FDA Approval or Emergency Use Authorization. Should any COVID-19 vaccine receive FDA non-Emergency Use Authorization, this Policy will apply to such vaccines as well. Additionally, should any COVID-19 vaccine require two (2) doses for complete inoculation, compliance with this Policy requires both doses. Finally, should any COVID-19 vaccination require a booster dose(s) for complete and/or continued inoculation, this Policy shall require such dose(s), to the extent that the booster dose(s) is: (1) available under FDA Emergency Use Authorization or full FDA approval, (2) available for all employees and (3) recommended by state and/or federal public health authorities.

### **Policy Statement**

Consistent with the California “State Public Health Officer Order of August 11, 2021,” (“Order”) and Governor Gavin Newsom’s October 1, 2021 student vaccine order, which placed additional limitations on the staff vaccine requirement, and vaccination mandates issued in public schools throughout California, it is the policy of New West to mandate that all current employees receive the COVID-19 vaccine by December 28<sup>th</sup>, 2021. New West will provide current employees with information regarding the operational logistics of such vaccination opportunities (e.g., opportunities to schedule vaccinations during the workday, reimbursement for mileage, etc.).

It is also the policy of New West to mandate that all prospective employees who have received a conditional offer of employment from New West must vaccinate for COVID-19 or present proof of vaccination for COVID-19, absent a legally recognized accommodation. Should any COVID-19 vaccine

require two (2) doses and/or a booster dose(s) for complete inoculation, prospective employees' compliance with this Policy requires all such doses, and no prospective employee will be allowed to enter any School facilities until two weeks after they have received all such doses, and present written proof of vaccination that they have received all such doses. If a COVID-19 vaccine only requires one (1) dose for complete inoculation, no prospective employee will be allowed to enter any School facilities until two weeks after they have received such dose and present written proof of vaccination. For any prospective employees who have not yet vaccinated for COVID-19, New West will provide employment verification letters and any other documentation necessary to secure a COVID-19 vaccine. New West will pay for the cost of a prospective employee's COVID-19 vaccination dose(s), if applicable. New West reserves the right to rescind any conditional job offer if a prospective employee refuses to comply with this Policy and is not otherwise entitled to a legally recognized accommodation.

Current employees who refuse to comply with this Policy and who are not otherwise eligible for an accommodation consistent with applicable legal requirements as further detailed below will be placed on unpaid/inactive status until they comply. Employees who refuse to vaccinate for COVID-19 and who are not otherwise entitled to an accommodation will be excluded from campus/the workplace pending compliance with this Policy. Continued absences from work as a result of noncompliance with this Policy may be deemed unexcused, and result in disciplinary action, up to and including termination from employment.

Employees who have not yet received a COVID-19 vaccination may use up to three (3) hours (per dose) to vaccinate during the workday, including travel time. Additionally, consistent with applicable law, New West will pay all current non-exempt employees for time spent receiving the COVID-19 vaccine, assuming the vaccine cannot be obtained during working hours. All current employees may also use any available California COVID-19 Supplemental Paid Sick Leave for time spent attending a COVID-19 vaccination appointment, upon a written or oral request to New West, and to the extent that New West is legally required to provide employees with such leave. New West will also reimburse all current employees for the cost of the vaccine (if any), as well as reasonable and necessary mileage (if applicable). All reimbursements require appropriate supporting documentation.

### **Proof of Vaccination**

Once School employees receive the COVID-19 vaccine, they must provide New West with proof of COVID-19 vaccination. Consistent with applicable law, acceptable proof of COVID-19 vaccination includes:

- A COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered); OR
- A photo of a Vaccination Record Card as a separate document; OR
- A photo of the client's Vaccination Record Card stored on a phone or electronic device; OR
- Documentation of COVID-19 vaccination from a health care provider; OR
- Digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type; OR
- Documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

While earlier submission of vaccination is preferred, failure to provide New West with written proof of COVID-19 vaccination by 1/5/2022, constitutes noncompliance with this Policy. New West further reserves the right to request proof of both the first and second vaccination doses for COVID-19, as applicable.

When providing proof of vaccination, current and prospective employees must not provide any medical or genetic information to New West. It is an employee's responsibility to ensure their proof of vaccination is free from medical and genetic information.

New West shall strictly maintain confidentiality of all employee COVID-19 vaccination data and related medical information, other than reporting the results to federal, state, and local health departments or agencies, only where required by law. New West will store all medical information about any employee separately from the employee's personnel file in order to limit access to this confidential information. New West will have a separate confidential medical file for each employee where New West stores employee medical information. Medical information includes COVID-19 vaccination data.

### **Continued Health and Safety Protocol**

Consistent with New West's health and safety protocol, including its COVID-19 Health and Safety Policy and COVID-19 Injury and Illness Prevention Plan Addendum, and until guidance from federal, state, and local public health agencies is revised, all employees must continue to abide by all COVID-19 health and safety protocols, regardless of vaccination status. This includes but is not limited to continued use of facial coverings.

### **Requests for Accommodations**

Current and prospective employees who are unable to comply with this Policy due to a qualifying disability or sincerely held religious belief, practice, or observance as defined by applicable law may be entitled to an accommodation from New West's COVID-19 vaccination requirement. Once New West is on notice that an employee may be unable to comply with the Policy due to a qualifying disability or sincerely held religious belief, practice, or observance, New West will engage in an interactive process with the employee, and work to identify any possible accommodations. As part of the interactive process, New West reserves the right to request supporting documentation or a medical certification which documents the basis for the requested accommodation. New West may not be required to provide employees with an accommodation should the accommodation result in a direct threat to health and safety at New West or to the employee or if the accommodation will cause an undue hardship for New West, among other reasons. Employees who believe they may be entitled to a legally valid accommodation consistent with this Policy should contact New West as outlined below to address this matter further.

All employees must currently test for COVID-19 on a regular basis, regardless of COVID-19 vaccination status. Additionally, pursuant to the Order, all unvaccinated employees must test for COVID-19 at least once per week. While employees may also request legally recognized accommodations from such testing, the testing is mandated by law, and New West may not be required to provide employees with accommodations from such testing, should they result in a direct threat to health and safety at New West

or to the employee or if the accommodation will cause an undue hardship for New West, among other reasons.

### **Non-Discrimination**

New West will not discriminate, harass, or retaliate against any current or prospective employee for receiving the COVID-19 vaccine, refusing to receive to the COVID-19 vaccine, or for requesting a lawfully-recognized accommodation from the COVID-19 vaccination Policy. However, New West reserves the right to enforce non-compliance with this Policy, consistent with applicable law.

### **Disclaimer**

As public health and legal guidance regarding COVID-19 vaccinations evolves, New West reserves the right to revise this Policy. Upon any revision to this Policy, New West will provide immediate notice in writing to all employees.

All questions regarding this Policy should be directed to the office of the Executive Director.