STUDENTS

Entrance, Placement, and Transfer

Entrance, Date, and Age

No pupil may be enrolled in kindergarten or first grade whose fifth or sixth birthday respectively does not occur on or before the first day of September of the school year in which the child registers to enter school.

Initial Enrollment

Immunization records or an appropriate waiver and birth certificate are required for admission to the Charter School, subject to provisions of the McKinney Homeless Assistance Act. Communication of the requirement for immunization records or exemptions shall comply with Charter School Policy 3525.

If a birth certificate is not provided upon enrollment of a student for the first time, the Charter School shall notify the person enrolling the student in writing that they must provide, within 30 days, either a certified copy of the student's birth certificate or other reliable proof of the student's identity and birth date, which proof shall be accompanied by an affidavit explaining the inability to produce a copy of the birth certificate.

Other reliable proof of the student's identity and birth date may include a passport, visa, or other governmental documentation of the child's identity. If the person enrolling a student fails to provide the information within the requested 30 days, the Charter School shall immediately notify the local law enforcement agency of such failure and again notify the person enrolling the student, in writing, that they has an additional ten days to comply.

If any documentation or affidavit received pursuant to this section appears inaccurate or suspicious in form or content, the Charter School shall immediately report the same to the local law enforcement agency. With initial enrollment, the parent shall identify in enrolling paperwork as to whether or not the student is at grade level with regard to reading comprehension. This is critical information to correctly provide the school's lottery and caps are based upon numbers of students for individual grade levels and if a student is not at or near grade level, absent an IDEA or Section 504 situation, this can create problems with the student's enrollment and the lottery caps mandated for the school. If a student seeking to enroll is not reading at or near grade level, a discussion should occur with the school's administration, at the time of application, as to the appropriate requested grade level for the student's application for enrollment.

Placement

The goal of the Charter School shall be to place students at levels and in settings that will enhance the probability of student success. Developmental testing together with other relevant

criteria, including but not limited to health, maturity, emotional stability, and developmental disabilities, may be considered in the placement of all students. Final disposition of all placement decisions rests with the Administrator or his or her designee, subject to review by the Board.

Transfer

Charter School policies regulating pupil enrollment from other accredited **elementary OR secondary** schools are designed to protect the educational welfare of the child and of other children enrolled at the School.
Any new student transferring into the Charter School (at a grade level other than Kindergarten) will be admitted and placed on a probationary basis for a period of two (2) weeks. During the two-(2)-week probationary period, the student will be subject to observation by the teacher and administrator. Should any doubt exist with teacher and/or Administrator as to grade and level placement of the student, the student shall be subject to an educational assessment to determine appropriate grade and level placement. Upon the conclusion of such assessments, a meeting shall be held with the parent/legal guardian of the student to address the appropriate grade placement for the student. At that meeting the Administration shall make an appropriate determination as to grade placement. The wishes of the parent/legal guardian will be considered but the ultimate decision shall be with the administration. Placement in such a situation may be dependent upon there being an appropriate and available seat for the student in the newly assigned class.
It is not the intention of this two (2) week probationary period to allow for a student to try or test out a higher-grade level for a "test period" and then to be subsequently stepped back into the appropriate grade placement. If a change in placement does occur after the two (2) week probationary period such will be done only in conjunction with educational assessments.

Secondary Grades (9-12), Credit Transfer:
Requests for transfer of credits from any secondary school shall be subject to a satisfactory examination of the following:

1. Appropriate certificates of accreditation;
2. Length of course, school day, and school year;
3. Content of applicable courses;
4. The school facility as it relates to credit earned (i.e., lab areas for appropriate science or career and technical instruction);
5. An appropriate evaluation of student performance leading toward credit issuance; and
6. Final approval of transfer credits will be determined by the Administrator or their designee, subject to review by the Board.

High School transfer students who have not accumulated enough credits to advance to the next grade will not be allowed to repeat the grade level at the Charter School without approval of the Administrator and the Governing Board.

Cross References:	3060	Education of Homeless Children
Legal References:	20 U.S.C. § 7912	Unsafe School Choice

20 U.S.C. § 6313	Eligible School Attendance Areas
42 U.S.C. § 11432	Grants for State and Local Activities for the Education of Homeless Children and Youths
Id. Const. art. IX, § 9	Compulsory Attendance at School
I.C. § 18-4511	School Duties — Records of Missing Child — Identification upon Enrollment — Transfer of Student Records
I.C. § 33-201	Attendance at Schools - School Age
I.C. § 33-209	Attendance at Schools —Transfer of Student Records — Duties
I.C. § 39-4801	Immunization Required
I.C. § 39-4802	Immunization Exemptions
I.C. § 33-5210	Application of School Law – Accountability – Exemption from State Rules

Policy History:
Adopted on: 2012.05.24
Revised on: 2017.11.09
Revised on: 2017.12.14
Revised on: 2021.11.11
Revised on: 2022.02.10
Revised on: 2025.01.15

Liberty Charter School

STUDENTS **3032**

Dual Enrollment Reinstatement

Dual enrollment at Liberty Charter School is a privilege, not a right. Victory Charter School students who have demonstrated poor attitude and/or effort toward staff or other students, or in their academic work, involvement in extracurricular activities, or attendance at school events, may have their dual enrollment privilege revoked. As a Harbor Method ™ school, Liberty Charter School believes that attitude and effort are critical to a student's preparation for the workplace.

A Victory Charter student who has had their dual enrollment privilege revoked may request their dual enrollment privilege be reinstated through the following procedure:

1. The student must meet with Victory Charter School principal;
2. The Victory principal must be convinced that the student will not be a problem or take up teacher/administrator time if allowed to dual enroll. Student must have given a sincere apology in a timely manner for previous infraction;
3. The Victory student must meet with Liberty principal; and
4. If the Liberty principal is convinced that the Victory student has had an "attitude and/or effort" change, the student may dual enroll on probation.

Policy History:
Adopted on: 05.24.12
Revised on:

DUAL ENROLLMENT REVIEW

Dual enrollment status includes all class offerings and school sponsored activities.

STUDENT NAME: _____

MEETING DATE: _____

DUAL ENROLLMENT STATUS FOR WHICH SCHOOL YEAR: _____

STAFF ATTENDING MEETING:

Printed Name	Title/Position	Signature

INCIDENT(S) REVIEWED (Including dates, locations, and other pertinent information):

_____

_____

_____

_____

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_____

_____

DUAL ENROLLMENT STATUS: _____ APPROVED _____ DENIED

COMMENT(S):

_____

_____

_____

Liberty Charter School

STUDENTS **3033**

Dual Enrollment with Victory Charter School

Liberty Charter School students may be allowed to dual enroll in classes at Victory Charter School under the following criteria:

- The course is not available at Liberty Charter School;
- Victory Charter students have priority for enrollment in Victory classes;
- Enrollment is available for Liberty students with seniors having first priority and juniors second priority;
- Liberty students that dual enrolled at Victory are required to exhibit the highest standards of behavior and academic performance. Students who are discipline problems while at Victory and/or do not turn in assignments as required will forfeit the privilege of being able to dual enroll.
- Victory teachers are available to Liberty parents at fall and spring parent/teacher conferences and will also communicate to Liberty parents through class emails. Victory teachers are not responsible for additional parent meetings or conferences. It is the student's responsibility to make sure he or she understands course requirements and to communicate with the teacher concerning those requirements.

Dual enrollment is a privilege and the privilege can be revoked at any time by the administrator of either Victory or Liberty.

Policy History:
Adopted on: 05.24.12
Revised on: 2021.08.12 Number change only

Policy3031 changed to 3033: 2021.08.12

Liberty Charter School

STUDENTS **3045**

Readmittance of Students

The teachers and staff have encountered substantial difficulties with the reintegration into Liberty's curriculum and culture of students who had attended Liberty and subsequently disenrolled. The Board finds that the readmittance of such students is frequently disruptive and demands an inordinate amount of staff and faculty time. The Board has determined that the adoption of the following policy is in the best interest of the school and in maintaining a positive learning atmosphere.

Any student who has attended Liberty Charter School, subsequently disenrolled, and then applies for readmittance into the school curriculum may not be readmitted unless and until the Board reviews the applications and in light of all the relevant facts and circumstances, including the reason for disenrollment, and determined that the readmittance of the student would not be unduly disruptive of the school's discipline or instructional effectiveness, that readmittance is not detrimental to the health and safety of other students, that the student has not subsequently been expelled at any other public school and that readmittance would be in the best interests of Liberty Charter School and the learning experience of the student body.

Policy History:
Adopted on: With Charter Document, 2004
Revised on: August 25, 2008
Revised on: 2015.06.11

Liberty Charter School

3047

STUDENTS
Promotion/Retention: 8th Grade

Our school is grounded in the belief that social promotion does not prepare students for the future. If students are unable to produce passing grades, they will not be promoted to the next educational level.

Retention may not be possible at the school as attendance figures are determined by the school's enrollment cap with the Charter Commission. For the promotion of 7th/8th grade, if a student is retained, consideration shall have to be given as to whether or not there is class size room for such student associated with Charter Commission approved grade level enrollment caps. It is highly probable that room will not be available for a retained student. In such a circumstance, a conference may be held between the school's administration and the parent/legal guardian of the student to address other enrollment options. If room is available for the retained student the student may continue on in the educational process.

Prior to any decision of retention or non-promotion of a pupil, substantial contact shall be made with parents/legal guardians in an effort to prevent the pupil from failure or retention. Substantial contact with parents may include face-to-face meetings at the school or telephone/electronic communications. The school's goal is to notify parents of possible retention in the spring of the school year, prior to any determination having been made.

Additionally, the decision with regard to promotion or retention of a student will be made by the administration. While the teacher recommendation, student performance and parent desires will be weighed heavily, ultimately, the decision needs to be based upon the best long-term educational interests of the child. Final disposition of all such placement decisions will rest with the administration, subject to review by the Governing Board.

Interventions provided to help avoid student failure:

- On-going parent, teacher, student collaboration
- Multiple opportunities for catch up and review
- Frequent progress reports
- Organizational tools such as homework logs
- Parent notification that the student's seat at Liberty is "at risk"

Student failure consists of:

- A failing average of core classes during the four quarters of 8th grade
    - Core classes include Science, Math, Reading, Language/Writing, Social Studies, Attitude, Effort

- Or by scoring below "Proficient" on the approved test. Charter School Approved Test is: The Idaho Standard Achievement Tests (I-SAT).

In the event that a student is identified as "at risk":

- A meeting with the teacher, parents, student and administrator will take place by April 30th to determine which approved online courses should be taken.

Special Note: Students will not be given credit or partial credit for late work the 2nd semester of 8th grade.

Exception to this policy are referenced in policy 2600.

Policy History:
Adopted on: March 18, 2008
Revised on: 2012
Revised on: 2017.12.14
Revised on: 2024.05.15

Liberty Charter School

STUDENTS **3050**

At Liberty Public Charter School regular attendance and punctuality are a vital part of a student's education. Teachers implement a high level of direct teaching and interactive learning and both students and teachers are held accountable to complete a set of standards and benchmarks. These teaching techniques do not allow students to simply make up concepts missed. Additionally, Liberty's mission is to develop students who will become exceptional employees, and incorporates a school-to-work emphasis in all we do. As attendance and punctuality are essential qualifications for individuals in the workforce, so they will be for those who attend Liberty. In accordance with our charter, Liberty Public Charter School has a 96% attendance standard. Every effort and commitment should be made by students, parents and administration to ensure that students are in attendance and punctual every day. A year-round school calendar is provided well in advance to allow families to schedule activities during breaks. Students are expected to attend classes regularly.

ELEMENTARY (K-8) ATTENDANCE POLICY

TARDY/EARLY RELEASE POLICY

A Tardy is: Whenever a student arrives to class more than 5 minutes late.

An Early Release is: Whenever a student leaves the class more than 5 minutes early.

Tardy and Early Release will be known as an Occurrence within the following section regarding attendance.

Any and all occurrence(s) must be signed in/out by an adult at the office to ensure accurate records and lunch counts. Students leaving and returning during the school day must be signed in and out by an adult.

Four (4) unexcused occurrences in any combination will be considered an unexcused absence. Four (4) excused occurrences in any combination will be considered an excused absence.

ABSENCE POLICY

Excused absences – The Administration and Governing Board recognize that there are special circumstances when a student may need to participate in another event or activity rather than attend class. An absence will be considered "excused" if the student could not attend class because he/she is ill. Up to two (2) excused absences will be allowed if the student is attending a funeral or wedding of an immediate family member (father, mother, brother, sister, or grandparent), and the student's parent/guardian provides reasonable evidence that this was the cause of the absence. However, the cumulative effect of regular class attendance is critical to the learning experience that Liberty Public Charter School offers, which the student misses even when the absence is excused.

Unexcused absences are absences due to non-school related activities, unapproved club or family events, trips or vacations, and any absences not reported to the school by a parent/guardian within two school days of the student's return to school. Parents should schedule doctor, dentist and orthodontist appointments after school hours or during breaks. Absences for non-emergency or routine dental, medical and orthodontic appointments are considered unexcused. Off-campus lunches with parents, family or friends are unexcused.

Sanctions

A student receiving an unexcused absence will not be eligible to receive Citizen of the Month for the twelve-month period following the date of the absence. Any student in 6th through 8th grade receiving three (3) unexcused absences will have the grade he or she would otherwise receive reduced by one full letter grade. Students who accrue five (5) or more unexcused absences or nine (9) excused and unexcused combined absences in a school year will lose their seat.

TRUANCY

Truancy is defined as a student being absent for all or any part of the school day without the approval of the parent, guardian or school authorities. This includes students who are on the campus, but not in their assigned classroom. Truancies accrue for the entire year.

ABSENCE VERIFICATION

When a student has not arrived by 9:00 a.m., and no contact from a parent has been received, a school representative will attempt to contact parent/guardian. To have an absence excused, a parent/guardian must call or send a signed note stating the reason for the absence upon the student's return to school. A doctor's note is required for extended absences due to medical reasons. Three (3) or more consecutive absences will require a note from a physician, (M.D, O.D). If appropriate notification has not been received within 2 days of student's return to school, the absence will be considered an unexcused absence. Parents whose work schedule prevents them from contacting the school during the normal school hours are strongly urged to send a note with the student, leave a phone message after hours, or email the school with an urgent message.

Number of Daily Absences Per Year	Sanction
3 unexcused absences	Grades 6 – 8 The semester grade that the student would otherwise receive in all classes will be reduced by one full letter grade at the third unexcused absence.
5 unexcused absences or any combination of 9 excused and unexcused absences.	The student will lose his or her seat.

HIGH SCHOOL (9-12) ATTENDANCE POLICY

ATTENDANCE POLICY

At Liberty Charter High School regular attendance and punctuality are a vital part of a student's education. LCHS teachers implement a high level of direct teaching and interactive learning and both students and teachers are held accountable to complete a set of standards and benchmarks. These teaching techniques do not allow students to simply make-up concepts missed. In accordance with our charter, LCHS has a 96% attendance standard. **Every effort should be made by students, parents and administration to ensure that students are in attendance and punctual every day.** A year-round school calendar is provided well in advance to allow families to schedule activities during breaks.

Students are expected to attend classes regularly. Each time a student enters a class more than 15 minutes after it has started, or is absent for more than 15 minutes while the class is in session, the student will be charged with an unexcused class absence. A student arriving less than 15 minutes late will be tardy and a student leaving more than five minutes before the end of class will be charged with early release.
Four (4) occurrences, (tardy or early checkout), are treated as one (1) class absence.
More than three (3) class absences during any school day, the student will also be noted as having a full day class absence.

Excused absences – The Administration and Governing Board recognize that there are special circumstances when a student may need to participate in another event or activity rather than attend class. An absence will be considered "excused" if the student could not attend class because he/she is ill. Up to two (2) "excused" absences will be allowed if the student is attending a funeral or wedding of an immediate family member (father, mother, brother, sister or grandparent), and the student's parent/guardian provides reasonable evidence that this was the cause of the absence. However, the cumulative effect of regular class attendance is critical to the learning experience that Liberty Charter offers, which the student misses even when the absence is excused. Students with excused daily absences or excused class absences (in the same class) of 9 per year may be required to meet with the Governing Board

Unexcused absences –absences due to non-school related activities, club or family events, trips or vacations, and any absences not reported to the school by a parent/guardian within two school days of the student's return to school will be considered unexcused. Parents should schedule doctor, dentist and orthodontist appointments after school hours or during breaks. Absences for non-emergency or routine dental, medical and orthodontic appointments are considered unexcused. Off-campus lunches with parents, family or friends are unexcused.

HIGH SCHOOL

Number of Period Absences per year	Sanction
3 unexcused absences	The semester grade that the student would otherwise receive is reduced by one full letter grade at the third unexcused absence.

5 unexcused absences or any combination of 9 excused and unexcused absences.	The student will lose their seat.

Effect of School Day Absences – If the student has the indicated number of general school day absences (as described above) in a year, then in addition to any sanction for class absences, the student is subject to the following sanctions:

Number of Daily Absences per year	Sanction
3 unexcused absences	The semester grade that the student would otherwise receive in all classes will be reduced by one full letter grade at the third unexcused absence.
5 unexcused absences or any combination of 9 excused and unexcused absences.	The student will lose their seat.

STUDENTS WITH A HISTORY OF POOR ATTENDANCE

If a student accumulates an excessive number of absences over two or more years, the student may lose his or her seat.

MAKE-UP WORK

- Students will be allowed 2 days make-up time for each excused absence to make up new material.
- Students are responsible to make arrangements for make-up work, assignments and tests upon his or her return to class.
- It is the responsibility of the student to check with the teacher about any new assignments or tests that may have been announced during an absence from class.
- Except in extenuating circumstances, assignments or tests that are assigned in advance of the student's absence are due on the day the student returns to school unless other arrangements are made with the teacher. The student is responsible to have all assignments completed and be prepared to take any tests upon his or her return to class.
- "Assigned in advance" means the assignment or test was listed in a class syllabus, class handout, on the web, written on the board, or announced by the teacher.

To participate during the school day in extra-curricular activities a student must:

- Show written documentation that they are receiving a C or better grade in each class they will miss and that they have no unresolved behavioral referrals.
- Turn in assigned class work and take any assigned tests prior to participating and leaving school for the day unless specific arrangements have been made by a teacher.

TARDY/EARLY RELEASE POLICY

All students arriving after 7:30 am must check in with the secretary in the High School office. Four (4) minutes are provided between classes. Students are expected to be in their seats ready to begin by the start of class. Students are considered tardy if they are not in the classroom when the class begins. An Early Release is whenever a student leaves the class more than 5 minutes early. Tardy and Early Release will be known as an Occurrence in this policy.

Four (4) unexcused occurrences in any combination will be considered an unexcused absence and may result in a decrease of the student's grade and/or loss of credit.
Four (4) excused occurrences in any combination will be considered an excused absence.

CHECK OUT/IN

All students must check out of school with secretary in the high school office. No exceptions. Written or verbal permission from a parent guardian or persons designated on the enrollment form must be provided prior to the student leaving school. Failure to do so will result in truancy. Upon returning to school, students must check in with the high school secretary before returning to class.

TRUANCY

Truancy is defined as a student being absent for all or any part of the school day without the approval of the parent, guardian or school authorities. This includes students who are on the campus, but not in their assigned classroom. Truancies accrue for the entire year.

ATTENDANCE AND THE DRIVER'S LICENSE

Any student who has been verified by the school as dropped from enrollment will be reported to the Department of Transportation as per the Driver's License Policy. **(IDAHO CODE 49-303A)**

Policy History:
Adopted on:
Revised on: 05.24.12
Revised on: 02.14.13
Revised on: 06.12.14
Revised on: 05.14.15
Revised on: 11.12.15
Revised on: 04.11.19
Revised on: 12.09.21
Revised on: 05.10.23
Revised on: 02.06.25

Liberty Charter School

STUDENTS **3051**

Homework and Promotion Policy

The education of today's youth must be considered a team effort involving parents, students and teachers. Research shows that the most successful students, regardless of family income or ethnic background, are those who have regularly structured homework time. Homework allows additional practice and reflection, reinforces skills, and provides practical application and time for additional research. Homework helps establish a basis for independent and life-long learning while the discipline of nightly homework creates a habit that will be beneficial throughout life.

- Homework assignments are required and will apply to the student's grade.
- Late assignments will be awarded a lower grade.
- Assignments more that one day late may or may not be accepted at the teacher's discretion.
- Homework due during an unexcused absence will receive a failing grade at the teacher's discretion. (Teachers will establish specific policies for their classes and will share those with their students.)

Liberty Charter School does not embrace the philosophy of social promotion. Each student is responsible for his/her own learning and must master the required subjects before being promoted to the next grade.

Policy History:
Adopted on:
Revised on: 05.24.12

Education of Homeless Children

It is the policy of the Charter School to ensure that:

1. Each child of a homeless individual and each homeless child has equal access to the same free, appropriate public education, including a public preschool education, as provided to other students;

2. Homelessness does not in any way separate homeless students from the mainstream school environment; and

3. Homeless children and youths have access to the education and other services that such children and youths need to ensure that such children and youths have an opportunity to meet the same challenging state academic standards to which all students are held.

The Charter School enrolls children who are homeless regardless of residence and irrespective of whether the homeless child is able to produce records normally required for enrollment. Homeless children shall be granted the same rights and opportunities as other students to enroll and/or submit an Enrollment Application. Any such Enrollment Application shall not be denied based on lack of records or information. If the Enrollment Application window occurs during any period of homelessness, the School will waive the Enrollment Application deadline and place the student's name in the lottery, and the student shall be granted the same priority as students who reside within the applicable attendance area, unless they otherwise qualify for a higher priority. If the student seeks enrollment after the lottery has occurred, the student shall be placed on the waiting list. The Charter School and employees of the school shall work to ensure that children and youth who are homeless are free from discrimination, segregation, and harassment. The School will also strive to prevent stigma against students who are homeless.

Definitions

For the purposes of this Policy, the following definitions shall apply.

The terms "enroll" and "enrollment" includes attending classes and participating fully in all school activities.

The terms "homeless," "homeless individual," and "homeless person" include:

1. Children and youths who 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. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;

3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;

4. Migratory children who qualify as homeless for the purposes of this part because the children are living in circumstances described in clauses 1 through 3 above; and

5. An unaccompanied student living in any of the circumstances described in clauses 1 through 3 above.

"Children and youth in transition" is defined as children and youth who are otherwise legally entitled to or eligible for a free public education, including preschool, and who lack a fixed, regular, and adequate nighttime residence.

"Unaccompanied youth" is defined as a youth not in the physical custody of a parent/guardian who is in transition as defined above.

The term "school of origin" is defined as the school the student attended when permanently housed, or the school in which the student was last enrolled, including a preschool. When a student completes the final grade level served by the student's school of origin, the school of origin shall progress to the designated receiving school at the next grade level for all of its feeder schools the same as for all students attending one school and progressing to another school to the extent applicable to the Charter School.

In General

The Charter School shall ensure the following is provided according to the homeless student's best interest:

1. That the homeless student's education continues in the school of origin for the duration of homelessness:
    A. In any case in which a family becomes homeless between academic years or during an academic year; and
    B. For the remainder of the academic year, if the student becomes permanently housed during an academic year; or

2. That the homeless student is eligible to enroll in the same schools as non-homeless students who live in the same attendance area where the homeless student is actually living.

Placement Choice

The choice regarding placement shall be made regardless of whether the child or youth lives with the homeless parents or has been temporarily placed elsewhere.

When addressing school placement, the student may attend a school different than the school of attendance from before the student became homeless or the school last attended by the student, if such is the choice of the student's parent and such is feasible.

When addressing school placement, the Charter School's liaison shall work with the family to address the student's transportation needs.

School Stability

In determining the best interest of the homeless student the Charter School shall:

1. Presume that keeping the student in the school of origin is in the student's best interest, except when doing so is contrary to the request of the student's parent/guardian, or (in the case of an unaccompanied youth) the student;

2. Consider student-centered factors related to the student's best interest, including factors related to the impact of mobility on achievement, education, health, and safety of homeless students, giving priority to the request of the student's parent/guardian or (in the case of an unaccompanied youth) the student;

3. If, after conducting the best interest determination based on consideration of the above presumptions, the Administrator or his or her designee determines that it is not in the student's best interest to attend the school of origin or the school requested by the parent/guardian, or (in the case of an unaccompanied student) the student, provide the student's parent/guardian or the unaccompanied student with a written explanation of the reasons for their determination, which will be provided in a manner and form understandable to such parent/guardian or unaccompanied student, including information regarding the right to appeal under "Enrollment Disputes", below; and

4. In the case of an unaccompanied student, ensure that the School's liaison designated under "Charter School Liaison," below, assists in placement or enrollment decisions under this subparagraph, gives priority to the views of such unaccompanied student, and provides notice to such student of the right to appeal under "Disputes," below.

Immediate Enrollment:

1. Below Capacity: If the Charter School is below the class size limits set forth in the Charter, the School, in accordance with this policy, shall immediately enroll the homeless student, even if the student:
    A. Is unable to produce records normally required for enrollment, such as previous academic records, records of immunization and other required health records, proof of residency, or other documentation;
    B. Has missed application or enrollment deadlines during any period of homelessness; or
    C. Has outstanding fees or fines, including fees associated with extracurricular activities.
2. **At Capacity**: If the Charter School has met the class size limits established in the Charter, the School is not required to immediately enroll a homeless student. A homeless student who seeks enrollment after the lottery has occurred for the ensuing school year shall be placed on the waiting list.

3. **Relevant Academic Records**: The enrolling school shall immediately contact the school last attended by the student to obtain relevant academic and other records.

4. **Relevant Health Records**: If the student needs to obtain immunizations or other required health records, the enrolling school shall immediately refer the parent/guardian of the student, or (in the case of an unaccompanied student) the student, to the School's liaison designated under "Charter School Liaison," below, who shall assist in obtaining all necessary immunizations and/or screenings, or other required health records, in accordance with "Records," below. Additionally, exemption from these immunization requirements is available as described in IC 39-4802.

Records

Any record ordinarily kept by the school, including immunization or other required health records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, regarding each homeless student shall be maintained:

1. So that the records involved are available, in a timely fashion, when the student enters a new school or school district; and
2. In a manner consistent with FERPA, applicable Idaho law, and Charter School policy.

When a student transfers schools, the Charter School shall help to keep the student academically on track by providing appropriate credit for full or partial coursework satisfactorily completed while attending a prior school or when transferring to a new school.

Disputes

If a dispute arises over eligibility, school selection or enrollment, or any other issue addressed in this policy:

1. The student shall be immediately enrolled in the school in which enrollment is sought, pending final resolution of the dispute, including all available appeals, unless the Charter School has met its class size limits established by the Charter. The student shall receive educational services for which the student is eligible, such as attending classes and full participation in all school activities;

2. The parent/guardian of the student or (in the case of an unaccompanied student) the student shall be provided with a written explanation identifying the basis for any decisions related to school selection or enrollment made by the Charter School, or other entity, including the rights of the parent/guardian or unaccompanied student to appeal such decisions;

3. The parent, guardian, or unaccompanied student shall be referred to the local educational agency liaison designated under "Charter School Liaison" below, and upon being informed of the dispute, the liaison shall, within 10 days, initiate an appeal with the Charter School and, if unsuccessful, to the state coordinator of the dispute regarding the educational placement of the homeless student; and

4. In the case of an unaccompanied student, the liaison shall ensure that the student is immediately enrolled in the school in which the student seeks enrollment pending resolution of the student's dispute except when established class size limits have been met and/or lottery situations prevent immediate enrollment.

5. If an agreement cannot be reached between the parties regarding the educational placement or enrollment status of the student, then the Charter School shall seek further assistance from the State Coordinator of Homeless Education to review and determine within ten business days how the student's best interests will be served. The decision of the State Department of Education shall constitute final resolution.

Privacy

Information about a homeless student's living situation shall be treated as a student education record, and shall not be deemed to be disclosable "directory information" under the Family Education Records Privacy Act ("FERPA").

Contact Information

Nothing in this policy shall prohibit the Charter School and/or the enrolling school from requiring the parent or guardian of a homeless student to submit contact information.

Comparable Services

Each homeless student in the Charter School shall be provided services comparable to those services provided to other students in the school attended by the homeless student, including but not limited to the following:

1. Transportation services. Students may be provided with additional transportation services if needed to ensure the student's full participation in the School's education program;

2. Educational services for which the student meets eligibility criteria, such as services provided under Title I of the Elementary and Secondary Education Act of 1965, or similar State or Charter School sponsored programs, educational programs for children with disabilities, and educational programs for English Learners;

3. Programs in career and technical education;

4. Programs for gifted and talented students; and

5. School nutrition programs. Upon enrollment, the student's name shall immediately be submitted to the Charter School's Nutrition Services Department as eligible for free meals, which eligibility commences at the time of enrollment.

Charter School Liaison

For purposes of this policy, the Administrator shall designate a Charter School employee to serve as its liaison to serve homeless students in accordance with the following provisions. The liaison for homeless students designated by the Administrator shall ensure that:

1. All homeless students in and out of school are identified by school personnel through outreach and coordination activities with other entities and agencies;

2. The Charter School tracks academic and enrollment data on homeless students;

3. All homeless students are enrolled in, and have a full and equal opportunity to succeed the same as non-homeless students of the Charter School;

4. Homeless families and homeless students have access to and receive educational services for which such families and students are eligible, including services through Head Start programs (including Early Head Start programs), early intervention services under part C of the Individuals with Disabilities Education Act, and other preschool programs administered by the Charter School;

5. All homeless families and homeless students receive referrals to health care services, dental services, mental health and substance abuse services, housing services, and other appropriate services;

6. The parents or guardians of homeless students 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;

7. All unaccompanied students and youth who receive any credits for classes attended shall be informed by the Liaison of their status as an "independent student" for purposes of the student's Free Application for Federal Student Aid ("FAFSA"). The Liaison shall also provide the required "verification" of the student's status in connection with their application for Federal Student Aid.

8. Public notice of the educational rights of homeless students is disseminated in locations frequented by parents/guardians of such students, and unaccompanied students, including schools, shelters, public libraries, and soup kitchens, in a manner and form understandable to the parents and guardians of homeless students, and unaccompanied students;

9. Eligibility, school selection, or enrollment disputes are mediated in accordance with "Disputes," above;

10. The parent/guardian of a homeless student, and any unaccompanied student, is fully informed of all transportation services, including transportation to the student's school of origin, and is assisted in accessing transportation to the student's assigned school;

11. School personnel receive annual professional development and other support; and

12. Unaccompanied homeless students:

    A. Are enrolled in school;

    B. Have opportunities to meet the same challenging state academic standards the State establishes for other students; and

    C. Are informed of their status as independent students under 20 USC § 1087vv(d), and that such students may obtain assistance from the Charter School Liaison to obtain verification of such status for purposes of the Free Application for Federal Student Aid.

Local and State Coordination

The Charter School's liaison(s) for homeless students shall, as a part of their duties, coordinate and collaborate with the Idaho State Office of the Coordinator for Education of Homeless Children and Youths, as well as with community and school personnel who are responsible for the provision of education and related services to homeless students. These shall include public and private agencies, the transportation department, the State Coordinator for the Education of Homeless Children and Youth, and others. Such coordination shall include collecting and providing to the State Coordinator the reliable, valid, and comprehensive data needed to meet the requirements of 42 USC § 11432(f)(1) and (3).

Homeless Status

The Charter School's Liaison who receives training provided by the Idaho State Office of the Coordinator for Education of Homeless Children and Youths may authorize a homeless student who is eligible for and participating in a program provided by the Charter School, or the immediate family of such student, who otherwise meets the eligibility requirements for Federal Housing Assistance (see 42 USC §§ 11360 et. seq.), to do so without approval or other agency action by or on behalf of the Department of Housing and Urban Development.

Title 1, Part A

Any student who is homeless and attends the Charter School is eligible for Title 1, Part A services. The School shall set aside funding to provide these students who attend the Charter School

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Legal References	**Description**
20 USC § 6311, et seq.	Improving Basic Programs Operated by Local Educational

	Agencies (Subchapter I, Part A, of the Elementary and Secondary Education Act)
20 USC §§ 1400 – 82	Individuals with Disabilities Education Act (IDEA)
42 USC § 11301, et seq.	McKinney-Vento Homeless Assistance Act of 1987
42 USC § 1758	School Lunch Programs – Program Requirements
IC § 39-4802	Immunization Exemptions
Pub. L. 110–134	Improving Head Start for School Readiness Act of 2007

Cross References

Code	Description
3000	Entrance, Placement, and Transfer
4120	Uniform Grievance Policy

Policy History:
Adopted on: 2020.01.16
Reviewed on: 2022.09.21
Reviewed on: 2023.09.20
Revised on: 2024.09.18

Students of Legal Age

Every student eighteen (18) years of age or older, like all other students, will comply with the rules established by the Charter School, pursue the prescribed course of study, and submit to the authority of teachers and other staff members as required by policy and state law.

Admission to School: The residence of an adult student who is not residing with a parent or guardian will be considered the residence for school purposes.

Field Trips/Athletic Programs: Approved forms for participation will be required of all students. Participation forms must be signed by the student and the parent or legal guardian for any student of legal age who resides with his or her parent(s) or a legal guardian. The form should indicate that the signature is that of the parent or the adult student. Sponsors or coaches will be required to confirm the ages of students signing their own form. and verify the student does not reside with parent(s).

Absence-Lateness-Truancy: Absence verifications, must be provided by the parent or legal guardian for any student of legal age who resides with his or her parent(s) or a legal guardian. Students of legal age not residing with parent(s) or a legal guardian verify absences on their own behalf. Excessive absences will result in consequences and will be reported on the report card.

Suspension/Expulsion: All suspension and/or expulsion proceedings will conform to the requirements of state statutes. Such suspension shall be in accordance with Policy 3340. Notification of all such proceedings will be sent to parents or guardians. Adult students, however, are permitted to represent themselves if they so choose.

Withdrawal from School: Adult students may withdraw from school under their own cognizance. Parents will be notified of impending dropouts by the school.

Permission to Inspect Student Records: Adult students may request permission to inspect their school records if they are eligible students according to FERPA.

Report Cards: Progress reports will be sent to the parent or legal guardian.

Financial Responsibility: Students of legal age can be held financially responsible for damage to school property.

Cross References

3340 Corrective Actions and Punishment

Policy History:
Adopted on: 2012.05.24
Revised on: 2025.01.15

LIBERTY CHARTER SCHOOL

STUDENTS - Permission to Use Likeness – 3570F

I hereby authorize Liberty Charter School to use my likeness in a photograph, image, motion picture, video recording, and/or sound recording, for use in any and all of its publications, including website entries, social media or to otherwise publish, circulate and disseminate said photographs, images, motion pictures, video recordings, and/or sound recordings or any duplication or facsimile thereof for any lawful purpose they deem proper. I recognize and consent that my name may or may not be attached or utilized in relation to the publication of any such photograph, image, motion picture, video recording, and/or sound recording and consent to the same.

By making such authorization, I hereby relinquish and assign to Liberty Charter School all right, title and interest I may have in the photographs, images, motion pictures, video recordings, and/or sound recordings, negatives, reproductions or copies, including, but not limited to, the right to copyright the same used by them. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness or voice appears; and waive any right to royalties or other compensation arising or related to the use of such photographs, images, motion pictures, video recordings, and/or sound recordings.

I understand that Liberty Charter School and their employees, agents, officers, and owners cannot warrant or guarantee that any further dissemination of my image and/or voice will be subject to control by Liberty Charter School. I hereby hold harmless and release and forever discharge Liberty Charter School and their employees, agents, officers and owners, from all claims, demands, damages and causes of action which I, my heirs, representatives, executors, administrators, or any other person's action on my behalf or on behalf of my estate have or may have by reason of this authorization.

I am 18 years of age and am competent to contract in my own name. I have read this release and assignment before signing below and I fully understand the contents, meaning, and impact of this release.

Signature: _____ Date: _____

Printed Name: _____

If the person signing is under age 18, there must be consent by a parent or guardian, as follows:

I hereby certify that I am the parent or legal guardian of _____. I have read the foregoing release and assignment before signing below and I fully understand the contents, meaning, and impact of this release, and do hereby sign and authorize said release and assignment on behalf of the minor child named above and will hold the School harmless for any claim that may be pursued by or on behalf of my child as a result of my entering into this release and assignment.

Parent/Guardian/s Signature: _____

Date: _____

Parent/Guardian's Printed Name: _____

Student's Printed Name: _____

Liberty Charter School

STUDENTS **3570F1**

Student Records

Notification of Parents' and Student's of Rights Concerning a Student's School Records

This notification will be distributed annually, and may be distributed by any means likely to reach the parent(s)/guardian(s). The Charter School shall effectively notify parents and eligible students who have a disability and those whose primary or home language is not English. To be in compliance, this form must be distributed with a copy of Procedure 3570P Student Records.

The Charter School will maintain a record for each student that shall contain the information, listed in the attached copy of Procedure 3570P.:

Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) affords parents/guardians and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. They are:

1. **The right to inspect and copy the student's education records within a reasonable time of the day the Charter School receives a request for access.**

   Students less than 18 years of age have the right to inspect and copy their permanent record. Parents/guardians or students should submit to the School principal (or appropriate School official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent(s)/ guardian(s) or eligible student of the time and place where the records may be inspected.

   The Charter School charges a nominal fee for copying, but no one will be denied their right to copies of their records for inability to pay this cost.

   The rights contained in this section are denied to any person against whom an order of protection has been entered concerning a student.

   When the student reaches 18 years of age, or meets other criteria specified in Procedure 3570P, all rights and privileges accorded to the parent become exclusively those of the student.

2. **The right to request an amendment of the student's education records that the parent(s)/guardian(s) or eligible student believes are inaccurate, misleading, irrelevant, or improper.**

3. Parents/guardians or eligible students may ask the Charter School to amend a record that they believe is inaccurate, misleading, irrelevant, or improper as described in Procedure 3570P**The right to permit disclosure of personally identifiable information contained in the student's education records, except to the extent that FERPA or State law authorizes disclosure without consent.**

   Disclosure is permitted without consent to School officials with legitimate educational or administrative interests. A School official is a person employed by the Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and School safety and security personnel employed by the); a person serving on the Board; a person or company with whom the Charter School has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent(s)/guardian(s) or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another School official in performing his or her tasks.

   A School official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

   Upon request, the Charter School discloses education records without consent to officials of another charter school or district in which a student has enrolled or intends to enroll, as well as to any person to whom disclosure is specifically required by State or federal law. Before information is released to individuals described in this paragraph, the parent(s)/guardian(s) will receive written notice of the nature and substance of the information and an opportunity to inspect, copy, and challenge the records.

   Disclosure is also permitted without consent for: research, statistical reporting, or planning purposes as described in Procedure 3070P;

   Disclosure is also permitted without consent to any person named in a court order ordering such release; and to appropriate persons if the knowledge of such information is necessary to protect the health or safety of the student or other persons.

4. **The right to a copy of any School student record proposed to be destroyed or deleted.**

5. **The right to prohibit the release of directory information concerning the parent's/guardian's child.**

   Throughout the school year, the School may release directory information regarding students. Directory information is defined in the attached copy of Procedure 3570P

   Any parent(s)/guardian(s) or eligible student may prohibit the release of any or all of the above information by delivering a written objection to the building principal within 30

days of the date of this notice. No directory information will be released within this time period, unless the parent(s)/guardian(s) or eligible student is specifically informed otherwise.

6. **The right to request that information not be released to military recruiters and/or institutions of higher education.**

   Pursuant to federal law, the Charter School is required to release the names, addresses, and telephone numbers of all high school students to military recruiters and institutions of higher education upon request.

   Parent(s)/guardian(s) or eligible students may request that the School not release this information, and the School will comply with the request.

7. **The right to file a complaint with the U.S. Department of Education concerning alleged failures by the Charter School to comply with the requirements of FERPA.**

   The name and address of the office that administers FERPA is:

   U.S. Department of Education
   Student Privacy Policy Office
   400 Maryland Avenue, SW
   Washington, DC 20202-4605

Policy History:
Adopted on: 2020.02.25
Revised on: 2021.11.11
Revised on: 2025.07.16

Sexual Harassment, Discrimination and Retaliation Policy

Policy Purpose

The purpose of this policy is to promote working and learning environments that are free from sex and gender-based harassment, discrimination, and retaliation, and to affirm Liberty Charter School's commitment to non-discrimination, equity in education and equal opportunity for employment.

Scope of Policy

This policy applies to all members of Liberty Charter School's community, including students, employees, and other members of the public including guests, visitors, volunteers, and invitees.

Policy Statement

Liberty Charter School is committed to providing a workplace and educational environment, as well as other benefits, programs, and activities that are free from sex and gender-based harassment, discrimination, and retaliation. Accordingly, the Charter School prohibits harassment and discrimination on the basis of sex, sexual orientation, gender, gender identity, and pregnancy, as well as retaliation against individuals who report allegations of sex and gender-based harassment and discrimination, file a formal complaint, or participate in a grievance process.

Students, employees, or other members of the Charter School community who believe that they have been subjected to sex or gender-based harassment, discrimination, or retaliation should report the incident to the Title IX Coordinator, who will provide information about supportive measures and the applicable grievance process(es). Violations of this policy may result in discipline for both students and Liberty Charter School employees.

Title IX Coordinator

The Federal Programs/Community Outreach Coordinator, or the Coordinator's designee, (which shall be a state-approved, contracted Title IX coordinator) serves as Liberty Charter School's Title IX Coordinator and oversees implementation of this policy. The Title IX Coordinator has the primary responsibility for coordinating the Charter School's efforts related to the intake, investigation, resolution, and implementation of supportive measures to stop, remediate, and prevent sex and gender-based harassment, discrimination, and retaliation prohibited under this policy. The Title IX Coordinator acts with independence and authority and is free from bias and conflicts of interest.

To raise any concern involving bias, conflict of interest, misconduct or discrimination committed by the Title IX Coordinator, contact the clerk of the board at clerk@libertycharterschool.com. If the Charter School's Title IX Coordinator is the subject of any complaint regarding sex or gender-based harassment or has an apparent bias or conflict of interest regarding such a case, another person shall be appointed to act as the Title IX Coordinator for handling that case. Such appointees may include, but are not limited to:

1. The Title IX Coordinator of another school Charter School which the Charter School has an agreement with;
2. Another employee of the Charter School who is qualified and trained to address the matter, such as a deputy Title IX Coordinator;
3. A qualified and trained individual who enters into a professional services contract with the Charter School; including but not limited to the Charter School's legal counsel and/or contracted Human Resources or Title IX professionals.

Concerns of bias, conflict of interest, misconduct, or discrimination committed by any other official involved in the implementation of this policy or related grievance processes should be raised with the Title IX Coordinator.

Mandatory Reporters

Liberty Charter School has classified all employees as mandatory reporters of any knowledge they have that a member of the Charter School community experienced sex or gender-based harassment, discrimination, and/or retaliation. Accordingly, all Charter School employees must promptly report actual or suspected sex and gender-based harassment, discrimination, and/or retaliation to the Title IX Coordinator. Charter School employees must share with the Title IX Coordinator all known details of a report made to them in the course of their employment, as well as all details of behaviors under this policy that they observe or have knowledge of. Failure of a Charter School employee to report an incident of sex or gender-based harassment, discrimination, or retaliation to the Title IX Coordinator of which they become aware is a violation of this policy and can be subject to disciplinary action for failure to comply.

In addition, Charter School employees must also report allegations of suspected child abuse and/or neglect to either law enforcement or the Idaho Department of Health and Welfare as described in the Board's policy on reporting suspected abuse, abandonment, or neglect.

Contact Information

Complaints or notice of alleged policy violations, or inquiries about or concerns regarding this policy and related procedures, may be made internally to Liberty Charter School Title IX Coordinator using the contact information below:

Mrs. O'Donahue
Liberty Charter School Title IX Coordinator
9955 Kris Jensen Lane, Nampa, ID 83686
208-466-7952

godonahue@libertycharterschool.com
www.libertycharterschool.com
Liberty Charter School's Title IX team members include:

1. **Investigator(s):** person or persons assigned to gather facts during the formal grievance process, assess relevance and credibility, synthesize the evidence, and compile this information into an investigation report: State-approved Contracted investigator.
2. **Decision-maker(s):** Those who have decision-making and sanctioning authority within the Charter School's formal grievance process. Decision maker has had no previous involvement with the investigation. They read investigation report, come to a finding, present to administration. Decision makers are used when complaint is not resolved through informal results: Mrs. Stallcop, Mr. Wachsmuth, Mr. Ashton, or State-approved contracted decision-maker.
3. **Appeal Decision-maker(s):** Those who will serve if an appeal is filed. Person cannot have had any previous involvement in investigation. In other words, if a Decision-maker the first time around, he or she can't be the appeal decision-maker the second time around: Mrs. Stallcop, Mr. Wachsmuth, Mr. Ashton, or State-approved contracted appeal decision-maker.
4. **Athletic Director:** If complaint involves athletics, AD will be added to the team: Mr. Wachsmuth.
5. **School Attorney:** The school's attorney may also serve in any of the Title IX capacities listed above, as necessary.

External inquiries can be made to the U.S. Department of Education, Office for Civil Rights, Region 10, using the contact information below:

Seattle Office
Office for Civil Rights
U.S. Department of Education
915 Second Avenue, #3310
Seattle, WA 98174-1099
OCR.Seattle@ed.gov
1-800-877-8339

Notice/Formal Complaints of Sex and Gender-Based Harassment, Discrimination, and/or Retaliation

Notice or formal complaints of sex or gender-based harassment, discrimination, and/or retaliation may be made using any of the following options:

1. File a complaint with, or give verbal notice to, the Title IX Coordinator. Such a report may be made at any time, including during non-business hours, by using the telephone number, email address, or by mail to the office address listed for the Title IX Coordinator (or any other official as listed above).
2. Report by phone at 208-466-7952.

When notice is received regarding conduct that may constitute Title IX sexual harassment, Liberty Charter School shall provide information about supportive measures and how to file a formal complaint, as described in Policy 3085P, found at http://www.libertycharterschool.com/uploads/7/2/1/4/7214198/3000.3090p_policies_2020.02.pdf

A formal complaint means a document filed/signed by the alleged victim or signed by the Title IX Coordinator alleging an individual violated this policy and requesting that the Charter School investigate the allegation(s). As used in this paragraph, the phrase "document filed/signed by the alleged victim" means a document or electronic submission (such as by electronic mail) that contains the alleged victim's physical or digital signature, or otherwise indicates that the alleged victim is the person filing the complaint. For example, an alleged victim may send an email to the Title IX Coordinator, identify herself/himself as the alleged victim and the one sending the email, to file a formal complaint. If notice is submitted in a form that does not meet this standard, the Title IX Coordinator will contact the alleged victim to ensure that it is filed correctly.

Parents and legal guardians of primary and secondary school students who have the legal authority to act on their child's behalf may file a formal complaint on behalf of their child.

Grievance Processes

When a formal complaint is made alleging that this policy was violated, the allegations are subject to resolution using one of Liberty Charter School's grievance processes noted below, as determined by the Title IX Coordinator. All processes provide for a prompt, fair, and impartial process.

1. For formal complaints regarding conduct that may constitute Title IX sexual harassment involving students or employees, the Charter School will implement procedures detailed in Procedure 3085P.

2. For formal complaints regarding sex and gender-based harassment, discrimination and/or retaliation where students are the accused party, and that do not constitute Title IX sexual harassment, the Charter School will implement procedures described in the applicable procedures, which may include: Uniform Grievance Procedure, General Bullying, Harassment and Intimidation procedures, Relationship Abuse and Sexual Assault Prevention and Response procedures.

3. For formal complaints regarding sex and gender-based harassment, discrimination and/or retaliation where employees are the accused party, and that do not constitute Title IX sexual harassment, the Charter School will implement procedures described in applicable procedures, which may include: Uniform Grievance Procedure, Certificated/Non-certificated Staff Grievance Procedure, Sexual Harassment/Sexual Intimidation in the Workplace, Adult Sexual Misconduct, among others listed at end of this policy.

Cross References:	3270	Student Records
	3270P	Student Records
	3285	Relationship Abuse and Sexual Assault Prevention and Response
	3290	Sexual Harassment/Intimidation of Students
	3295	Hazing, Harassment, Intimidation, Bullying, Cyber Bullying
	3295P	Hazing, Harassment, Intimidation, Bullying, Cyber Bullying
	3330	Student Discipline
	4120	Uniform Grievance Procedure
	5240	Sexual Harassment/Sexual Intimidation in the Workplace
	5250	Certificated Staff Grievances
	5500	Personnel Records
	5500P	Procedures for Releasing Personnel Records to Hiring School Charter Schools

Legal References:	20 U.S.C. §§ 1681 - 1682	Title IX of the Education Amendments of 1972
	34 CFR Part 106	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance

Policy History:
Adopted on: 2020.11.06
Revised on: 2024.09.18
Revised on: 2025.07.16
Reviewed on:

Sexual Misconduct Reporting Form for Students

Liberty Charter School Date _____

Student's Name_____

(If you feel uncomfortable leaving your name, you may submit an anonymous report, but please understand that an anonymous report will be much more difficult to investigate. We assure you that we'll use our best efforts to keep your report confidential.)

Who was responsible for the harassment or incident(s)? _____

_____

Describe the incident(s): _____

_____

_____

Date(s), time(s), and place(s) the incident(s) occurred: _____

_____

_____

Were other individuals involved in the incident(s)? ☐ yes ☐ no

If so, name the individual(s) and explain their roles: _____

_____

_____

_____

Did anyone witness the incident(s)? ☐ yes ☐ no

If so, name the witnesses: _____

_____

_____

Did you take any action in response to the incident? ☐ yes ☐ no

If yes, what action did you take? _____

_____

_____

Were there any prior incidents? ☐ yes ☐ no

If so, describe any prior incidents: _____

_____

_____

Signature of complainant _____

Signatures of parents/legal guardian _____

Title IX Sexual Harassment Grievance Procedure, Requirements, and Definitions

Scope of Procedure

This Title IX Grievance Process applies to all members of Liberty Charter School's community, including students, employees, and Board members as well as Charter School patrons, guests, visitors, volunteers, and invitees.

Purpose of This Policy and Procedure

Liberty Charter School is committed to providing a workplace and educational environment, as well as other benefits, programs, and activities, which are free from sex and gender-based harassment, discrimination, and retaliation. Accordingly, the Charter School prohibits harassment and discrimination on the basis of sex, sexual orientation, gender, gender identity, and pregnancy, as well as retaliation against individuals who report allegations of sex and gender-based harassment and discrimination, file a formal complaint, or participate in a grievance process.

Students, employees, or other members of the Charter School community who believe that they have been subjected to sex or gender-based harassment, discrimination, or retaliation should report the incident to the Title IX Coordinator, who will provide information about supportive measures and the applicable grievance procedure. Violations of this Charter School procedure or its related policy may result in discipline to either students or employees.

Guiding Principles

Title IX requires school Charter Schools to put into place policies and procedures that promote the goal of Title IX, specifically, to prohibit discrimination based on sex, and to respond appropriately if and when sex discrimination occurs or may occur. Title IX explains that when an appropriate official at the Charter School has "actual knowledge" of "sexual harassment" of a student or employee that occurs in one of its educational programs or activities, the Charter School must respond promptly and in a manner that is not "deliberately indifferent." This standard does not require a perfect response; rather, it requires a response that is not "clearly unreasonable" in light of the known circumstances over which the Charter School exercises control.

Grievance Procedure

1. Receipt of a Complaint, Report, or Information Alleging Sexual Harassment

Upon receipt of a complaint or report (whether verbal or written) of possible sexual harassment, the Charter School shall first determine whether to initiate a formal or informal

response. Thus, any and all complaints, reports, or information received by any Charter School employee that sexual harassment is occurring or has occurred shall be immediately forwarded to the Charter School's Title IX Coordinator or other designated employee for review and action as appropriate.

The Title IX Coordinator (Coordinator) shall promptly contact the complainant or reporting party and discuss with them the availability of supportive measures, and will consider the complainant's wishes with respect to the provision of supportive measures. The Coordinator shall explain the availability of these measures to the complainant with or without the filing of a "formal complaint." During this initial meeting, the Coordinator or designee shall explain to the complainant the process for filing a written formal complaint, and shall provide assistance to the complainant to ensure the written formal complaint is properly prepared and submitted.

Emergency Removal (of students): Nothing in this procedure prevents the Charter School from removing a respondent from a Charter School education program or activity on an emergency basis, provided that an individualized safety and risk analysis is performed by the Coordinator and Administrator who determine that an immediate threat to the physical health or safety of any student or other individual arise from the allegations of sexual harassment that justify removal. The Coordinator and Administrator shall provide 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 and requirements under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Administrative Leave (of employees). Nothing in this procedure precludes the Charter School from placing a non-student employee respondent on administrative leave during the pendency of a grievance investigation under this procedure. Notwithstanding the above, prior to placing an employee respondent on administrative leave, the Coordinator or designee shall ensure any rights provided by Section 504 of the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act are not impaired or violated.

2. Providing Supportive Measures

If an informal complaint is filed, (for instance, because the complainant does not wish to file a written formal complaint,) as well as during the pendency of the investigation and the decision concluding a formal complaint, the following supportive measures may be implemented to restore or preserve the complainant's access to the Charter School's educational programs without unreasonably burdening the other party (also referred to herein as respondent).

Supportive measures may include actions taken to protect the safety of all parties or the Charter School's educational environment, or which otherwise deter sexual harassment from occurring in the future. Additional supportive measures may include, but are not limited to: counseling, the availability of a safe place or person in the event complainant feels threatened or uncomfortable, extensions of deadlines or other course-related adjustments, modifications

of work or class schedules, escort services at school, mutual restriction of contact between the parties, changes in work locations, leaves of absence, increased security and/or monitoring of locations where prohibited conduct has occurred or may occur in the future, as well as additional measures to protect the complainant, provided the supportive measures initiated are not punitive to the respondent.

3. Filing a Written Formal Complaint

Upon receipt of a written formal complaint, the Coordinator or designee is required to provide written notice to all known complainants and respondents of the allegations and the resulting investigation.

A. General Notice Requirements: The notice will include the Charter School's Title IX grievance process as well as information regarding the Charter School's informal resolution process.

B. Specific Notice Requirements: The written notice shall include the following information:

i. Information describing the alleged conduct potentially constituting sexual harassment, including sufficient details known at the time the notice is prepared to allow the parties to prepare a response prior to the investigator's initial interview.This notice shall be delivered to the parties in enough time to allow their preparation for the initial interview.

ii. Sufficient details include but are not limited to the identities of the parties involved, the conduct allegedly constituting sexual harassment, the date(s), and location(s) of the incident(s).

iii. A statement that the respondent is presumed to not be responsible for the alleged conduct, and that a determination of responsibility will not be made until the conclusion of the grievance process.

iv. A statement informing the parties that they are entitled to have an advisor or representative of their choosing who may be, though is not required to be, an attorney, and that the advisor is authorized to review all evidence submitted in the matter.

v. The notice must inform the parties that Charter School policy and procedure prohibit knowingly making false statements or knowingly submitting false information to the investigator or at any other time during the grievance process.

vi. The notice must warn the parties that retaliation is prohibited. Accordingly, the parties must by informed that no Charter School employee or other person may intimidate, threaten, coerce, or discriminate against any individual for the

purpose of interfering with any right or privilege secured by Title IX or this procedure, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this procedure. Retaliation includes circumstances where intimidation, threats, coercion, or discrimination are made for the purpose of interfering with any right or privilege secured by Title IX or this procedure. This includes threatening charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment. The Charter School shall keep confidential the identity of:

a. Any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment;
b. Any complainant;
c. Any individual who has been reported to be the perpetrator of sex discrimination;
d. Any respondent; and
e. Any witness

except:

a. As may be permitted by FERPA (20 U.S.C. § 1232g) or a FERPA regulation (34 CFR Part 99);
b. As required by law; or
c. To carry out the purposes of this procedure, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

Complaints alleging retaliation may be filed as an additional charge or counter-charge under these procedures.

C. Additional Charges: If, during the course of the investigation, it is determined based on the information gathered that additional allegations or charges are warranted, an amended notice shall be prepared and submitted to the parties including the new allegations and charges as appropriate.

D. Consolidation: The Coordinator may consolidate two or more formal complaints into a single action provided that the allegations of sexual harassment and retaliation arise out of a common set of facts or circumstances and if in the course of an investigation, it is determined that:

i. There is more than one respondent and/or more than one complainant; or

ii. There are cross-complaints, or additional complaints raised by the original complainant against the original respondent (such as retaliation), or by the respondent against any other party.

4. Conduct of the Investigation, Informal Resolution

In the course of their investigation, the Charter School's Coordinator and designees shall comply with the following requirements.

Investigation

A. Burden of Investigation: The burden of gathering evidence sufficient to make a determination of responsibility is the responsibility of the Charter School's investigator(s) and not the parties. However, the Charter School's investigator is not authorized to access a party's records that are made or maintained by a health care provider such as a physician, psychiatrist, psychologist, or other recognized health care provider, if the record was made in the course of providing treatment to the party, unless and until written consent from an authorized person is provided to obtain such privileged records for purposes of investigating and resolving the allegations of the formal complaint.

B. Evidence Offered by Parties: The parties shall be provided an equal opportunity to call witnesses, including fact and expert witnesses, as well as other inculpatory and exculpatory evidence.

C. No Restrictions: The ability of the parties to discuss the allegations under investigation or to gather and present evidence shall not be restricted.

D. Equal Representation Rights: All parties shall have the same opportunity to have others present, or to be represented by the advisor of their choice throughout the grievance process, including attendance at related meetings or proceedings. If the Charter School limits access to representation in any way at any time during the proceedings, such limitation shall be equally applied to all parties in the same manner. Access to representation may be limited only where a party is already represented as authorized by this procedure, and the additional representation will unduly increase the cost to the parties, and/or will not otherwise serve to significantly promote a legitimate purpose under this procedure.

E. Notice of Interviews and Hearings: Adequate notice of the purpose, date, time, place, and the identities of all participants involved shall be provided to any party whose participation at a hearing, interview, or meeting is invited or expected, and allowing sufficient time for the party to prepare and fairly participate.

F. Evidentiary Considerations: The investigation shall not consider:

i. Incidents not directly related to the possible violation, unless they evidence a pattern;

ii. The character of the parties; or

iii. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

G. Right to Inspect Evidence: All parties shall be provided equal access to inspect and review any or all evidence gathered during the investigation related to the allegations of the formal complaint, whether or not relied upon or referred to in the investigator's report. This will ensure that the parties can respond to the evidence prior to the conclusion of the investigation. Prior to completion of the investigation report, the investigator shall provide the parties and their respective advisors, when advisors are identified, a secured electronic or hard copy of the evidence subject to inspection. The parties must have at least ten school days to submit a written response which the investigator shall consider prior to completion of the investigative report. All such evidence shall be made available to all parties at any hearing to give the parties equal opportunity to refer to such evidence during the hearing, including cross-examination of adult parties.

H. Investigative Report: At least ten school days prior to a hearing, or other time of determination regarding responsibility, the investigator shall send to all parties and their advisors, if any, by electronic format or hard copy, a copy of the investigative report for the parties' review and written response. The parties' responses shall be made part of the record.

Informal Resolution: The informal resolution process may include mediation, or other meeting of the parties that does not involve a full investigation and adjudication of the complaint. The Charter School may not require the parties to participate in an informal resolution process. Informal resolution is available only if a written formal complaint was submitted to the Coordinator. If these conditions are satisfied, then at any time during the course of an investigation, but prior to the time of the Decision-Maker's final determination of responsibility, the parties may request the Coordinator to initiate the informal resolution by process. In so doing, the Coordinator is required to comply with the following:

A. Provide the parties with written notice informing them of the allegations at issue and the requirements of the resolution process. These requirements include the fact that a written agreement signed by the parties that resolves the allegations at issue will preclude the parties from resuming the formal complaint process that arose from the same allegations. The parties will also be informed that at any time prior to reaching a resolution, any party has the right to withdraw from the informal resolution process

and resume the grievance process with respect to the formal complaint, and will be notified that the records submitted or discussed during the informal process will be maintained by the Charter School as part of the record, and may be used by the Decision-Maker to determine responsibility.

B. Require the parties submit voluntary, written consent to participate in the informal resolution process.

C. Ensure that the informal resolution process is not made available to resolve allegations that an employee sexually harassed a student.

D. An informal resolution, signed and agreed to by the parties thereto, is not appealable.

Dismissal of a Formal Complaint: A written formal complaint may be dismissed by the Coordinator under any of the following circumstances, and prior to a finding of responsibility:

A. After investigating the allegations of the written formal complaint, dismissal is required if:

i. The Coordinator or designee determines that the conduct alleged in the complaint, even if proven, would not constitute sexual harassment as defined herein; or
ii. The alleged conduct did not occur in a Charter School education program or activity; or
iii. The alleged conduct did not occur against a person in the United States.

Dismissal of the Title IX formal complaint, however, does not preclude action under another provision of the Charter School's Code of Conduct or other Charter School Policy.

B. If the Complainant notifies the Coordinator in writing they would like to withdraw the formal complaint or any allegations contained therein.
C. If the respondent is no longer enrolled or employed by the Charter School.
D. If specific circumstances exist which prevent the investigator from gathering evidence sufficient to reach a determination regarding the merits of the formal complaint or allegations therein.

Upon dismissing a formal complaint, the Coordinator shall simultaneously inform the parties in writing that the complaint has been dismissed, and shall identify the reason(s) for the dismissal. This decision may be appealed in accordance with the Appeals portion of this procedure, below.

5. Decision-Maker's Participation

If the matter is not dismissed for one of the reasons set forth above and is not resolved by the parties through the informal resolution process then, (following completion of the investigation, including issuance of the investigator's final investigation report,) the matter shall be submitted to the Decision-Maker for review and issuance of a determination of responsibility. The Decision-Maker cannot make a determination regarding responsibility until ten school days after the date the final investigation report is transmitted to the parties and the Decision-Maker, unless all parties and the Decision-Maker agree to an expedited timeline.

The Coordinator shall designate a single Decision-Maker and inform the parties and their advisors.

The Decision-Maker may not have had any previous involvement with the investigation. Those who have served as investigators in the investigation cannot serve as Decision-Makers. Those who are serving as advisors for any party cannot serve as Decision-Makers in that matter. The Coordinator is also prohibited from serving as a Decision-Maker in the matter.

All objections to any Decision-Maker must be raised in writing. Any written objection must detail the rationale for the objection and must be submitted to the Coordinator no later than two school days after being notified of the Decision-Maker's identity. A Decision-Maker shall not be removed unless the Coordinator concludes that the Decision-Maker's bias or conflict of interest precludes a fair and impartial consideration of the evidence.

The Coordinator shall give the Decision-Maker a list of the names of all parties, witnesses, and advisors. Upon review thereof, if the Decision-Maker believes he/she cannot make an objective determination, they must recuse themselves from the proceedings. If a Decision-Maker is unsure whether a bias or conflict of interest exists, they shall immediately disclose their concern(s) to the Coordinator and simultaneously inform the parties and their advisors.

No less than ten school days prior to any meeting or the decision-making phase of the process, the Coordinator or the Decision-Maker shall send notice to all parties. Once mailed, emailed, or received in-person, Notice will be presumptively delivered.

The Notice shall contain the following:

A. A description of the alleged violation(s), a list of all policies allegedly violated, a description of the applicable procedures, and a statement of the potential sanctions that could result.
B. The time, date, and location of any meeting.
C. Any technology that will be used to facilitate the meeting.
D. The name and contact information of the Decision-Maker, along with an invitation to object to any Decision-Maker on the basis of demonstrated bias. Such objections must be raised with the Coordinator at least two school days prior to the meeting.
E. Information on whether the meeting will be recorded and, if so, information on access to the recording for the parties after the meeting.

F. A statement that if any party does not appear at the scheduled meeting, the meeting will only be rescheduled for compelling reasons.
G. Notification that the parties may have the assistance of an advisor of their choosing at the meeting.
H. A copy of all the materials provided to the Decision-Maker about the matter.
I. An invitation for the parties to review and submit a written response to the final investigation report within ten school days of the date of the notice.
J. An invitation to each party to submit to the Decision-Maker any written, relevant questions they want the Decision-Maker to ask of any other party or witness within ten school days of the date of the notice.
K. An invitation to each party to submit to the Decision-Maker an impact statement, pre-meeting, that the Decision-Maker will review during any sanction determination.
L. An invitation to contact the Coordinator to arrange any disability accommodations, language assistance, and/or interpretation services that may be needed at any meeting or in the decision-making process, at least five school days prior to the meeting/final determination.
M. Whether parties can or cannot bring mobile phones or devices into the meeting.

Meetings for possible violations that occur near or after the end of a school year, assuming the respondent is still subject to Policy 3085 and Procedure 3085P, and are unable to be resolved prior to the end of the school year will typically be held as soon as possible given the availability of the parties, but no later than immediately upon the start of the following school year. The Charter School will implement appropriate supportive measures intended to correct and remediate any hostile environment while the resolution is delayed.

A. **Evidentiary Consideration by the Decision-Maker:** Whether at a hearing or through an exchange of questions, only relevant, credible evidence will be admitted into evidence and considered by the Decision-Maker. Any evidence that the Decision-Maker determines is relevant and credible may be considered. The Decision-Maker will not consider:

    i. Incidents not directly related to the possible violation, unless they evidence a pattern;

    ii. The character of the parties; or

    iii. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

    Previous disciplinary action of any kind involving the respondent may be considered in determining an appropriate sanction upon a determination of responsibility. This

information may only be considered at the sanction stage of the process and cannot be shared with the Decision-Maker until that time.

The parties may each submit a written impact statement for the consideration of the Decision-Maker at the sanction stage of the process when a determination of responsibility is reached.

B. **Hearing Procedure and Exchange of Questions Procedure:** At the time the matter is referred to the Decision-Maker, the Coordinator shall determine, based on the parties involved and the circumstances of the alleged sexual harassment, whether to hold a hearing or to initiate an exchange of questions procedure, and shall so inform all parties and their advisors. Both of these decision-making procedures are discussed below. Upon their selection, the Decision-Maker shall review the evidence and issue a determination of responsibility based on the following circumstances and procedures.

C. **Exchange of Questions Procedure:** Where a party involved is an elementary student, or where the Coordinator otherwise determines that a hearing is not appropriate under the circumstances, the Coordinator will initiate the Exchange of Questions Procedure, which provide as follows.

After the Coordinator or designee has submitted the investigative report to the parties pursuant to this procedure and before reaching a determination regarding responsibility, the Decision-Maker shall provide each party an opportunity to submit written, relevant questions that party desires to ask of any party or witness, and shall subsequently provide each party with the answers. The Decision-Maker will also allow for additional, limited follow-up questions from each party to the other, and provide both with complete copies of the answers. Upon receipt of the proposed questions, the Decision-Maker will review the proposed questions and determine which questions will be permitted, disallowed, or rephrased. The Decision-Maker shall limit or disallow any questions that are irrelevant, repetitive (and thus irrelevant), or abusive. The Decision-Maker shall have full authority to decide all issues related to questioning and determinations of relevance. The Decision-Maker may ask a party to explain why a question is or is not relevant from their perspective. The Decision-Maker shall explain any decision to exclude a question as not relevant or to reframe it for relevance. Whether a hearing is held or not, questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant:

i. Unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant; or

ii. If the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. This basis for asking questions or presenting evidence shall not be

allowed if the respondent is an adult, non-student employee, because consent is not a recognized defense in cases where the complainant is a student and the respondent is an employee.

The Decision-Maker, after any necessary consultation with the parties, investigator(s), and/or Coordinator, shall provide the parties and witnesses with:

i. The relevant written questions to be answered; and
ii. A deadline for the parties and witnesses to submit written responses to the questions and any appropriate follow-up questions or comments by the parties.

The exchange of questions and responses by the parties and witnesses shall be concluded within 10 school days.

D. Hearing procedure: Where both parties are adult employees, or a mature secondary school student, the Coordinator may initiate the live Hearing Procedure. If either party, however, objects and requests the Exchange of Questions Procedure, then the Exchange of Questions procedure shall be followed by the Decision-Maker. The Hearing Procedure shall include the following:

At the live hearing, the decision maker must permit each party's advisor to ask the other party and any witnesses all relevant questions and follow-up questions, including those challenging credibility. Such cross-examination at the live hearing must be conducted directly, orally, and in real time by the party's advisor of choice and never by a party personally, notwithstanding the discretion of the Charter School to restrict the extent to which advisors may participate in the proceedings, as long as the restrictions apply equally to all parties. At the request of either party, the Charter School must provide for the live hearing to occur with the parties located in separate rooms with technology enabling the Decision-Maker and parties to simultaneously see and hear the party or the witness answering questions. Only relevant cross-examination and other relevant questions may be asked of a party or witness. Before a complainant, respondent, or witness answers a cross-examination or other question, the Decision-Maker must first determine whether the question is relevant and explain any decision to exclude a question as not relevant. If a party does not have an advisor present at the live hearing, the Charter School shall provide without fee or charge to that party, an advisor of the Charter School's choice to conduct cross-examination on behalf of that party. The advisor may be, but is not required to be, an attorney.

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless:

i. Such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant; or

ii. If the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

The Decision-Maker cannot draw an inference about the determination regarding responsibility based solely on a party's or witness's absence from the live hearing or refusal to answer cross-examination or other questions. Live hearings pursuant to this paragraph may be conducted with all parties physically present in the same geographic location or, at the Charter School's discretion, any or all parties, witnesses, and other participants may appear at the live hearing virtually, with technology enabling participants to simultaneously see and hear each other. The Charter School shall create an audio or audiovisual recording, or transcript, of any live hearing and make it available to the parties for inspection and review.

At the hearing, the Decision-Maker shall have the authority to hear and make determinations on all allegations of Title IX sexual harassment and may also hear and make determinations on any additional alleged violations of policy or procedure that have occurred in concert with the Title IX sexual harassment, even though those collateral allegations may not specifically fall within the definition of sexual harassment set forth in these procedures.

Any witness scheduled to testify before the Decision-Maker must have been first interviewed by the investigator(s) or have proffered a written statement or answered written questions, unless all parties and the Decision-Maker agree to the witness's participation.

If the parties and Decision-Maker do not agree to the admission of evidence newly offered at the hearing, the Decision-Maker may delay the meeting and instruct that the investigation needs to be re-opened to consider that evidence.

If the parties raise an issue of bias or conflict of interest of an investigator or Decision-Maker at the hearing, the Decision-Maker may elect to address those issues, consult with legal counsel, and/or refer them to the Coordinator, and/or preserve them for appeal. If bias is not in issue during the hearing, the Decision-Maker shall not permit irrelevant questions regarding bias.

6. Decision Making Process and Determination Requirements

Following its review of the evidence submitted by the investigator and the parties, the Decision-Maker, (who cannot be the Coordinator) shall issue a written determination of responsibility. To reach this determination, the Charter School's burden of proof — **preponderance of the evidence** -- must be described, and the burden satisfied, before the respondent can be found responsible for sexual harassment in violation of Title IX.

The written determination of responsibility shall include the following information:

A. Identification of the allegations potentially constituting sexual harassment in violation of Title IX.

B. A description of the procedural steps taken from receipt of the written formal complaint through the determination, including notifications to the parties, interviews of the parties and witnesses, site visits, methods used to obtain other evidence, and hearings used.

C. Findings of fact supporting the determination.

D. Conclusions regarding application of the Charter School's code of conduct to the facts.

E. A statement of and rationale for the determination as to each allegation, including any determination regarding responsibility, any disciplinary action to be imposed on the respondent, and identification of remedies and measures, if any, that will be provided to restore or preserve equal access to the Charter School's educational programs and activities to be provided to the complainant.

F. Considerations for disciplinary action. Factors considered when determining discipline may include, but are not limited to:

   i. The nature, severity of, and circumstances surrounding the violation(s);
   ii. The respondent's disciplinary history;
   iii. Previous allegations or allegations involving similar conduct;
   iv. The need for discipline to bring an end to the Title IX sexual harassment;
   v. The need for discipline to prevent the future recurrence of Title IX Sexual harassment;
   vi. The need to remedy the effects of the Title IX sexual harassment;
   vii. The impact on the parties; and
   viii. Any other information deemed relevant by the Decision-Maker.

G. The discipline imposed shall be implemented as soon as is feasible, either upon the outcome of any appeal or upon the expiration of the window to appeal if no appeal is requested. The sanctions described in this process are not exclusive of, and may be in addition to, other actions taken or sanctions imposed by external authorities.

H. Identification of the procedures for filing an appeal and the permissible grounds for complainant or respondent to base their appeal.

The Decision-Maker shall simultaneously provide their written determination to all parties. The determination becomes final either, (where an appeal is filed,) on the date the parties are provided copies of the written determination of the result of the appeal; or, (if no appeal is filed,) the date on which an appeal would no longer be considered timely.

The Coordinator is responsible for the effective implementation of any and all remedies set forth in the written determination of responsibility. In the event a student expulsion is recommended, pursuant to and in accordance with the requirements of Idaho Code § 33-205, the Coordinator shall ensure that an expulsion hearing is scheduled and heard by the Board of Trustees.

7. Appeals

Any party may file a request for appeal in writing with the Coordinator within seven school days of the delivery of the notice of a final decision.

A single appeal decision-maker shall chair the appeal. No appeal decision-maker will have been involved in the process previously, including any dismissal appeal that may have been heard earlier in the process.

The request for appeal shall be forwarded to the appeal chair for consideration to determine whether the request meets the grounds for appeal. This review is not a review of the merits of the appeal, but solely a determination as to whether the request meets the grounds and is filed in a timely manner.

Appeals shall be limited to the following grounds:

A. Procedural irregularity that affected the outcome of the matter;

B. 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;

C. The Coordinator, investigator(s), or Decision-Maker had a conflict of interest or bias for or against complainants or respondents generally or the specific complainant or respondent that affected the outcome of the matter;

Appeal procedure: Upon receipt of a valid appeal, the Coordinator shall:

A. Notify the other party in writing that an appeal has been filed, and implement the appeal procedure fairly and equally for both parties.

B. Ensure the appeal Decision-Maker is not:

i. The same person(s) as the Decision-Maker that issued the written determination of responsibility;
ii. The person who issued the dismissal;
iii. The investigator; or
iv. The Coordinator.

C. Ensure the appeal decision-maker has been trained in accordance with the requirements of this grievance procedure.

D. The appealing party shall have ten school days following the delivery of the notice of the appeal to submit a written statement in support of the appeal and challenging the outcome. The responding party shall have ten school days following the delivery of the appealing party's statement in support of appeal to submit the responding party's written statement in opposition to the appeal (and supporting the outcome that is the subject of the appeal). In the event the parties and the appeal decision-maker agree to a different briefing schedule (whether allowing more or less time), the time allowed to prepare a written statement shall be the same for all parties.

E. Issue a written decision describing the result of the appeal and identifying the bases and rationale for the decision.

F. Provide the written decision simultaneously to all parties.

Requirements of the Title IX Grievance Procedure

The following requirements apply to the conduct of the Title IX Grievance procedure set forth above.

1. **Equitable treatment of the parties:** At all times, both complainants and respondents shall be equitably treated by providing remedies to a complainant until a determination of responsibility for sexual harassment has been made against the respondent. No sanction or discipline may be imposed against the respondent unless and until the process required by this procedure has been completed. Until a final determination of responsibility has been issued only "supportive measures" may be initiated that are non-disciplinary or non-punitive and avoid burdening the respondent. Any and all final remedies, however, must be designed to restore or preserve equal access to the Charter School's education program or activity. Such remedies may include the same individualized services described as ''supportive measures;'' however, following the decision, such remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent

2. **Objective evaluation of the evidence:** The formal grievance process involves an objective evaluation of all relevant evidence obtained, including evidence that supports the conclusion the respondent engaged in a violation of policy or procedure and evidence that supports the conclusion the respondent did not. Credibility determinations may not be based solely on an individual's status or participation as a complainant, respondent, or witness.

3. **Lack of bias:** Any individual materially involved in the administration of the formal grievance process including the Coordinator, investigator(s), Decision-Maker and appeal Decision-Maker may neither have nor demonstrate a conflict of interest or bias for a party generally, or for a specific complainant or respondent.

4. **Title IX training of Charter School participating staff:** Any individual designated by the Charter School as a Coordinator, investigator, decision-maker, or any person designated by the Charter School to facilitate an informal resolution process, cannot have a conflict of interest or bias for or against complainants or respondents generally, or against any individual complainant or respondent. The Charter School shall ensure that Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receives training on the definition of "sexual harassment" set forth in this procedure, the scope of the Charter School's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. The Charter School shall ensure that Decision-Makers receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as required by this procedure. The Charter School shall also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in this procedure. All materials used to train Coordinators, investigators, decision-makers, and any persons facilitating an informal resolution process, shall not rely on stereotypes based on gender, and must promote impartial investigations and adjudications of formal complaints of sexual harassment, and provide guidance therefor.

5. **Presumption of innocence:** The Charter School presumes that the respondent is not responsible for the reported misconduct unless and until a final determination is made, in accordance with this procedure, that Policy 3085 or procedure 3085P prohibiting sex discrimination and sexual harassment has been violated.

6. **Promptness:** Investigations are completed promptly, normally within 30 school days, though some investigations may take longer, depending on the nature, extent, and complexity of the allegations; availability of witnesses; police involvement; and other factors.

   The Charter School shall make a good faith effort to complete the investigation as promptly as possible and will communicate regularly with the parties to update them on the progress and timing of the investigation.

   Notwithstanding the above, the Charter School may undertake a delay in its investigation, lasting from several days to a few weeks, if circumstances require. Such circumstances include but are not limited to a request from law enforcement to temporarily delay the investigation, the need for language assistance, the absence of parties and/or witnesses, and/or a need for accommodations for disabilities or health conditions.

   The Charter School shall communicate in writing the anticipated duration of the delay and the reason for it to the parties and provide the parties with status updates if necessary. The Charter School will promptly resume its investigation and formal

grievance process as soon as feasible. During such a delay, the Charter School will implement supportive measures as deemed appropriate.

Charter School action(s) or processes may be delayed, but are not stopped by, civil or criminal charges involving the underlying incident(s). Dismissal or reduction of those criminal charges may or may not impact on the Charter School's action(s) or processes.

7. **Description of sanctions.** The following describes the range of sanctions that may be implemented following a finding of responsibility.

   Student Discipline: The following are the usual sanctions that may be imposed upon students singly or in combination:

   A. A warning;
   B. Required counseling;
   C. A required substance abuse treatment program;
   D. Exclusion from participating in extracurricular activities or other Charter School programs/activities;
   E. Suspension, which may be in-school, out-of-school, long-term, short-term, extended, or other suspensions;
   F. Expulsion (in compliance with I.C. § 33-205); and
   G. Other actions: In addition to or in place of the above sanctions, the Charter School may assign any other sanctions deemed appropriate.

   Employee Sanctions: Sanctions for an employee may include:

   A. A verbal or written warning;
   B. A performance improvement plan or management process;
   C. Enhanced supervision, observation, or review;
   D. Required counseling;
   E. Required training or education;
   F. Probation;
   G. Denial of pay increase or pay grade;
   H. Loss of oversight or supervisory responsibility;
   I. Demotion;
   J. Reassignment;
   K. Restriction of professional development resources;
   L. Suspension with pay;
   M. Suspension without pay;
   N. Termination (in compliance with I.C. § 33-513(5), in the case of certificated employees);
   O. Other actions: In addition to or in place of the above sanctions, the Charter School may assign any other sanctions as deemed appropriate.

8. Burden of proof. When determining whether the respondent is responsible for violating Policy 3085 or Procedure 3085P by discriminating based on sex and/or for sexual

harassment as defined herein, the decision-maker shall apply the preponderance of the evidence standard, which means the evidence proves on a more likely than not basis that respondent violated the policy or procedure.

9. **Appeals.** Any party may file a request for appeal in writing to the Coordinator within seven school days of the delivery of the notice of a final outcome.

10. **Supportive measures:** Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the parties. Supportive measures are designed to restore or preserve access to the Charter School's education program or activity, including measures designed to protect the safety of all parties or the Charter School's educational environment, and/or deter Title IX sexual harassment. Examples of supportive measures may include, but are not limited to:

    A. Referral to counseling, medical, and/or other healthcare services;
    B. Referral to community-based service providers;
    C. Visa and immigration assistance;
    D. Education of the school community or community subgroup(s);
    E. Altering work arrangements for employees;
    F. Safety planning;
    G. Providing school safety escorts;
    H. Providing transportation accommodations;
    I. Implementing contact limitations, such as no contact orders, between the parties (note: allegations of violations of a no contact order will be investigated as collateral misconduct under this process);
    J. Academic support, extensions of deadlines, or other course or program-related adjustments;
    K. Emergency warnings;
    L. Class schedule modifications, withdrawals, or leaves of absence;
    M. Increased security and monitoring of certain areas of the school;
    N. Any other actions deemed appropriate by the Coordinator.

11. **Recognition of privileges:** At no time during this grievance procedure may any evidence (whether through testimony or documents) be required, admitted, relied upon, or otherwise obtained by asking questions or admitting evidence that constitutes, or seeks disclosure of, information protected by a legally recognized privilege, unless the person holding the privilege has knowingly and freely waived the privilege.

12. **Recordkeeping;**

    A. The Charter School shall maintain for a period of seven years records of:

        i. Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript required where a hearing is held, any disciplinary sanctions

imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the Charter School's education program or activity;

ii. Any appeal and the result therefrom;

iii. Any informal resolution and the result therefrom; and

iv. All materials used to train Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The Charter School shall make these training materials publicly available on its website.

B. For each response to a report of harassment or discrimination based on sex, the Charter School shall create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the Charter School shall document the basis for its conclusion that its response was not deliberately indifferent, and document that it took measures designed to restore or preserve equal access to the Charter School's education program or activity. If the Charter School does not provide a complainant with supportive measures, then the Coordinator must document the reasons why such a response was not clearly unreasonable in light of the known circumstances (i.e., was not a result of sex discrimination). The documentation of certain bases or measures does not limit the Charter School in the future from providing additional explanations or detailing additional measures taken or to be taken.

Title IX Grievance Procedure Definitions

The following definitions apply to the identified terms used in this procedure:
"Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to:

1. The Charter School's Coordinator; or
2. Any Charter School official possessing the authority to institute corrective measures on behalf of the Charter School; or
3. Any employee of the Charter School.

Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the Charter School with actual knowledge is the respondent. The mere ability or obligation to report sexual harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the Charter School. "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Coordinator as set forth in this procedure.

"Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Under circumstances where a sexual assault is alleged by a student against an adult, non-student employee, the Charter School does not recognize the defense of "consent," however it is defined. Where the parties are both adults, however, the following definition of **"consent"** will apply: Consent occurs where there is a knowing, voluntary, and clear grant of permission, by word or action, to engage in sexual activity. Individuals may experience the same interaction in different ways. Therefore, it is the responsibility of each party to determine that the other has consented before engaging in the activity. If consent is not clearly provided prior to engaging in the activity, consent may be ratified by word or action at some point during the interaction or thereafter, but clear communication from the outset is strongly encouraged. Consent may be withdrawn. A person cannot consent if they are unable to understand what is happening or is disoriented, helpless, asleep, or unconscious, for any reason, including by alcohol or other drugs. It is a violation of policy if a respondent engages in sexual activity with someone who is incapable of giving consent, or is otherwise incapacitated.

"Incapacitation" occurs when someone cannot make rational, reasonable decisions because they lack the capacity to give knowing, informed consent. For example, they cannot understand the "who, what, when, where, why, or how" of their sexual interaction.

"Formal Complaint" means a document filed by a complainant, or signed by the Coordinator, alleging sexual harassment against a respondent and requesting that the Charter School investigate the allegation of sexual harassment. At the time of filing a formal complaint, the complainant must be participating in or attempting to participate in the educational programs or activities of the Charter School. A formal complaint may be filed with the Coordinator in person, by mail, or by email, or by using the contact information listed on the Charter School's website. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission, (such as by email or through an online portal provided for this purpose by the Charter School,) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Coordinator signs a formal complaint, the Coordinator is not a complainant or otherwise a party to this grievance procedure, and must otherwise comply with the requirements of this procedure.

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

"Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. "Quid pro quo" harassment, which occurs when a Charter School employee conditions the provision of a Charter School benefit, service, or assistance on an individual's participation in unwelcome sexual conduct;

2. "Hostile Environment," which is defined as unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to Charter School education program or activity; or

3. Physical threats and attacks, including "sexual assault," defined as forcible and non-forcible sex offenses as defined in the Clery Act, or dating violence, domestic violence, or stalking as defined in the Violence Against Women Act.

"Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent in cases where either no formal complaint has been filed, or both before and/or after the filing of a formal complaint. Such measures are designed to restore or preserve equal access to the Charter School's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the Charter School's educational environment, or deter sexual harassment. Supportive measures may include 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. The Charter School shall maintain as confidential any supportive measures provided to the complainant or respondent, provided that maintaining such confidentiality will not impair the ability of the Charter School to provide the supportive measures. The Coordinator is responsible for coordinating the effective implementation of all supportive measures.

"Elementary school" and **"secondary school"** as used in this procedure refer to a local educational agency, as defined in the Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act, a preschool, or a private elementary or secondary school, and include this Charter School.

Revision of These Procedures

The Charter School reserves the right to make changes to these procedures as necessary. If laws or regulations change or court decisions alter the requirements in a way that impacts these procedures, this document shall be construed to comply with the most recent government regulations or holdings.

Legal References	**Description**
20 USC §§ 1681 - 1682	Title IX of the Education Amendments of 1972
34 CFR Part 106	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance

Other References	**Description**
ISBA Policy Services	https://www.idsba.org/member-services/policy/

Cross References	
Code	**Description**
3270	Charter School-Provided Access to Electronic Information

3285	Relationship Abuse and Sexual Assault Prevention and Response
3290	Sexual Harassment/Intimidation of Students
3295	Hazing, Harassment, Intimidation, Bullying, Cyber Bullying
3297	Names, Pronouns, and Titles
3330	Student Discipline
4110	Public Complaints and Suggestions
4120	Uniform Grievance Policy
4130	Public Access to Charter School Website
4600	Volunteer Assistance
5240	Sexual Harassment/Sexual Intimidation in the Workplace
5250	Certificated Staff Grievances
5275	Adult Sexual Misconduct
5500	Personnel Files
5800	Classified Employment, Assignment, and Grievance

Procedure History:
Promulgated on: 2020.11.06
Reviewed on: 2025.09.17
Revised on: 2026.04.06
Reviewed on:

Foreign Exchange Students

Philosophy

The Charter School believes that foreign exchange students add to the richness of the high school setting for both School and foreign students. Thus, the School is willing to enroll a manageable number of foreign exchange students, subject to all applicable Charter School enrollment and admission policies, Idaho law, and the Charter.

To protect the interests of the Charter School and students, the School has adopted the following policies. It should be realized that foreign exchange students are educated at the expense of the taxpayers and the State of Idaho.

1. The foreign exchange student must be 18 years of age or younger at the time of enrollment.

2. The foreign exchange student must have sufficient knowledge of the English language to enable effective communication and to use instructional materials and textbooks printed in English.

    A. An English proficiency test of the School's own choosing may be administered and will supersede all other tests;

    B. If an organization places a student who, upon arrival, is deemed by the School to be deficient in English language proficiency, the organization will do one of the following:

        a. Terminate the student's placement; or
        b. Provide, and pay for, tutorial help until the student reaches proficiency, as determined by the School.

Academic Standards and Graduation

1. The foreign exchange student will be expected to meet all appropriate standards required of any student enrolled in the Charter School; and

2. Foreign exchange students **may not** graduate and receive a diploma from the Liberty Charter School. They may participate in the ceremonies and receive a certificate of attendance.

Orientation by the Exchange Organization

1. Orientation, both pre-departure and upon arrival in the United States, must be provided to the exchange student.

2. Orientation must also be provided to the host family in advance of the exchange student's arrival. The family should be advised of potential problems in hosting an exchange student and provided with suggestions for coping with these problems.

3. The student's host family and the Charter School must be provided written information which includes at least:

    A. The name, address, and phone number of both local and area coordinators for the exchange organization; and
    B. A 24-hour emergency telephone number for immediate assistance by the exchange organization.

Supervision

1. The sponsoring foreign student exchange organization must assume the final responsibility for resolving problems, including, if necessary, the changing of host families or the early return home of the exchange student because of personal, family, or school difficulties.

2. The sponsoring foreign student exchange organization must contact the exchange student and host family periodically throughout the exchange visit to ensure that problems are dealt with promptly and effectively.

3. The host family must be available and willing to meet with school personnel when functions or conditions require it.

Charter School Expectations—Student Opportunities/Responsibilities

1. **Required Courses:** Foreign exchange students will be expected to enroll in the following academic classes while attending the Charter School:

    A. One English class;
    B. One United States history class or one government class; and
    C. Maintain enrollment in at least six classes.

2. **Athletic Program:** Foreign exchange students are eligible to participate in the Liberty Charter School High School Activities Program. Guidelines for participation are set by School policy and by the Idaho High School Activities Association (IHSAA), as follows:

    A. **Recognition:** The student must be a participant of an "official Foreign Exchange Program" as defined in the publication from the National Association of Secondary

School Principals, entitled, "Advisory List of International Educational Travel and Exchange Programs".

B. **Graduation:** The student cannot have graduated or received a diploma in his or her own country.

3. **Student Fees:** Foreign exchange students are expected to pay all yearbook fees, lab fees, prom tickets, athletic fees, cap and gown fees, lunch prices, and all other school incurred expenses that are expected of other students enrolled in the School.

4. **Achievement and Discipline:** Foreign exchange students must maintain passing grades in all classes, follow the rules and regulations of the School's student policies, and show satisfactory discipline and attendance. Failure to comply with these expectations shall result in dismissal of the student from the School's Foreign Exchange Program.

5. **Scholarship(s):** The School will not include names of foreign exchange students in its formal class-rank listing based on cumulative grade point average, nor will foreign exchange students be eligible to apply for any local scholarship.

Placement Quotas for Foreign Student Exchange Organizations

1. The Charter School will accept a maximum of two individually sponsored exchange students on a first come, first served basis, subject to all applicable Charter School enrollment and admission policies, Idaho law, and the Charter.

2. The fact that a foreign exchange organization has located a host family within the Charter School's primary attendance area does not imply the School will automatically enroll the student. While the organization may develop such an agreement with a host family, the family should be advised it is contingent upon admission to the School.

Legal References:	20 U.S.C. § 221, *et seq.*	Foreign and Exchange Students
	IDAPA 08.02.03.105.04	Foreign Exchange Students

Policy History:
Adopted on: 2012.05.24
Revised on: 2020.01.16
Reviewed on:

Liberty Charter School

STUDENTS **3090P**

Foreign Exchange Students

Admission Requirements

I. Foreign exchange students must be eighteen (18) years of age or younger at the time of enrollment.

II. Foreign exchange students must reside with a legal resident of the Charter School. Limited exceptions may be granted at the discretion of the Administrator.

III. Foreign exchange student must have sufficient knowledge of the English language to enable effective communication and to use instructional materials and textbooks printed in English.

A. An English proficiency test of the Charter School's own choosing may be administered and will supersede all other tests.
B. If an organization places a student who, upon arrival, is deemed by the Charter School to be deficient in English language proficiency, the organization will do one of the following:

1. Terminate the student's placement.
2. Provide, and pay for, tutorial help until the student reaches proficiency, as determined by the Charter School.

Academic Standards and Graduation

I. Foreign exchange students will be expected to meet all appropriate standards required of any student enrolled in the Charter School.

II. Foreign exchange students will not graduate from or receive a diploma from the High School, but they may participate in the ceremonies and receive a certificate of attendance if the student has successfully completed two (2) semesters at Liberty Charter High School.

Student Opportunities/Responsibilities

I. Foreign exchange students will be expected to enroll in the following academic classes while attending Liberty Charter High School:

A. One (1) English class;
B. One (1) United States history class or one (1) government class;
C. Maintain enrollment in at least six (6) classes.

II. Foreign exchange students are eligible to participate in the High School Activities Program. Guidelines for participation are set by Charter School policy and by the Idaho High School Activities Association, as follows:

A. RECOGNITION. The student must be a participant of an "Official Foreign Exchange Program" as defined in the publication from the National Association of Secondary School Administrators, entitled, "Advisory List of International Educational Travel and Exchange Programs".

B. GRADUATION. The student cannot have graduated or received a diploma in his/her own country.

III. Foreign exchange students are expected to pay all yearbook fees, lab fees, prom tickets, yearbook costs, athletic fees, cap and gown fees, lunch prices, and all other school incurred expenses that are expected of other students enrolled in the High School.

IV. Foreign exchange students must maintain passing grades in all classes, follow rules and regulations of Charter School student policies, follow all LCHS discipline policies and comply with LCHS attendance policy. Failure to comply with these expectations shall result in dismissal of the student from the Charter School's Foreign Exchange Program.

Procedure History:
Promulgated on: 05.24.12
Revised on: