

Involuntary Protective Withdrawal Policy

Last updated 6.17.22

Introduction

Verto Education, Inc. (“Verto” or “Verto Education”) is committed to the well-being and safety of its community members and the integrity of the learning environment. Verto may require a participant to take an involuntary protective withdrawal if there is sufficient information that the participant is engaging or is likely to engage in behavior that presents a real danger of substantial harm to self or others, or substantially disrupts the learning environment and activities of the Verto community.

This policy and associated procedures do not take the place of disciplinary action associated with the Code of Responsibility or other applicable policies. This policy is to be used only in those extraordinary circumstances in which the regular disciplinary system cannot be applied or is not appropriate, and after attempts to secure a voluntary withdrawal have been exhausted.

Voluntary Withdrawal

At any point in the process, the participant may present a request for a voluntary withdrawal to the Dean of Students. If the request is granted, the involuntary protective withdrawal process will cease; however, voluntary withdrawal will not terminate any pending disciplinary action.

Procedure

Grounds for Involuntary Protective Withdrawal

A participant may be required to involuntarily withdraw if the participant engages or is likely to engage in behavior that:

- A. poses an imminent or significant danger or threat of causing physical harm to self or others; or
- B. substantially impedes the lawful activities of other members of the campus community, or the educational processes or proper activities or functions of Verto Education or its employees, or that of Verto Education’s partners and their employees.

Initiation of Involuntary Protective Withdrawal Procedure

Upon receipt of information from any credible source that a participant’s behavior may violate this Policy, the Dean of Students or designee may take the following action(s):

- 1) *Impose an emergency protective withdrawal* of the participant when the participant’s behavior poses an imminent or substantial danger or threat to the health and safety of the participant or other member of the campus community, as determined in the sole reasonable discretion of the Dean of Students. The emergency protective withdrawal shall become effective immediately upon imposition. The participant shall be notified of the action in writing via email or in person. During this period the participant is not permitted to be on Verto

contracted premises or activities. Such notice shall include a description of the behavior(s) giving rise to the withdrawal, a summary of relevant evidence, a list of any witnesses, a statement that the participant must meet with the Dean of Students or designee. Based on this discussion, the Dean of Students will make a determination about whether to cancel the emergency interim protective withdrawal. If the Dean of Students cancels the emergency interim protective withdrawal, the Dean of Students may still initiate the involuntary protective withdrawal process in accordance with this policy. The participant will be able to return to Verto premises and activities until the involuntary protective withdrawal process resolves. If the Dean of Students continues the emergency interim protective withdrawal, the Dean of Students will initiate the involuntary protective withdrawal process in accordance with this policy, and the emergency interim protective withdrawal will remain in effect until the involuntary protective withdrawal process has been terminated or the participant withdraws, voluntarily or involuntary, under this Policy.

If the participant fails to attend the meeting described in this section within two (2) business days of the date of the notice, the Dean of Students may schedule a hearing based on the available evidence.

2) *Evaluation by Health Professional*

The Dean of Students may require that the participant submit to an external, independent evaluation by a qualified medical or mental health professional and consent to the disclosure of the results of such evaluation to Verto Education. The cost of the evaluation shall be borne by Verto. A participant who chooses not to complete the external evaluation may be involuntarily withdrawn from Verto. A participant will not be refunded for costs of any evaluations not approved by Verto Education.

3) *Agreement with the participant*

The Dean of Students may, in their discretion at any point in this process, permit a participant, including a participant who meets the standard for involuntary protective withdrawal, to remain enrolled on a probationary basis under specified conditions which may include, but are not limited to, participation in an ongoing treatment program, acceptance of and compliance with a behavioral contract, a housing relocation, or a lighter academic course load. When making their determination of appropriate probationary conditions, the Dean of Students may consult on an informal basis with faculty, any other Verto Education personnel. The terms of such continued enrollment will be set forth in a written agreement, and the Dean of Students will provide the participant sufficient opportunity to review and consider such terms, but in any case, not fewer than two (2) business days. If the participant agrees to accept the terms of the proposed agreement within a reasonable period of time, the participant (or, in the case of a minor participant, the participant's parent or legal guardian) must sign the agreement.

Hearing Procedure

If an agreement is not reached through the above means then a hearing will be scheduled with the Vice President for Programming and Operations or designee serving as the Hearing Officer.

The Hearing Officer shall schedule a hearing no less than five (5) days following notification of the hearing to the participant. In the event the participant chooses not to attend the hearing, the hearing will continue in absentia.

The hearing shall be informal, and formal rules of evidence and procedure shall not apply. The hearing will be private and confidential. The participant may designate one (1) advisor of their choice who agrees to participate, and who may be, but is not required to be, an attorney.

Within two (2) business days of the conclusion of the hearing, the Hearing Officer will make a determination as to whether the participant meets the standard for involuntary protective withdrawal as set forth above. The Hearing Officer will base its recommendation on evidence presented at the hearing.

If the Hearing Officer concludes that the participant does not meet the standard for involuntary protective withdrawal, they will inform the participant, and the Dean of Students in writing.

If the Hearing Officer concludes that the participant does meet the standard for involuntary protective withdrawal, the Hearing Officer will state its decision in a writing that will include the reasoning for the decision. Within five (5) business days after receiving the decision, the Hearing Officer will set forth in writing and provide Notice to the participant, with a copy to the Dean of Students, as to the terms of the involuntary protective withdrawal, including the conditions of readmission (if any). Upon delivery of the Notice, the Dean of Students will work with all relevant Program personnel to coordinate the withdrawal of the participant.

Appeal

Within ten (10) business days from Notice of the decision, the participant may submit a written appeal of the decision to the Chief Operating Officer or designee. The decision of the Hearing Officer will remain in effect while an appeal is pending. The appeal must separately state each ground upon which the participant claims that there were procedural errors or for which the evidence does not support the Hearing Officer's conclusions and must set forth the participant's evidence and arguments in support of such claims. The Appellate Officer's review will be limited to a determination of whether the proper procedures were followed and/or whether the decision is supported by any evidence. Failure to submit a timely written appeal will render the decision of the Hearing Officer final and conclusive.

Within ten (10) business days of receiving the appeal, the Appellate Officer will inform the participant of their decision in writing. The Appellate Officer may (a) affirm the original decision, (b) send the matter back to the Hearing Officer for further review, (c) affirm the Hearing Officer's

findings but alter the disposition from withdrawal to probational enrollment under specified conditions, or (d) reverse the Hearing Officer's decision and reinstate the participant. There will be no appeal beyond this level.

Records

All records concerning the proceedings under this Policy will be maintained for seven (7) years by the Dean of Students and will be kept confidential in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, and implementing regulations of the U.S. Department of Education, 34 C.F.R., Part 99. Certain exceptions to the confidentiality requirements of FERPA apply.