

Title IX Non-Discrimination

Non-Discrimination Statement:

Crescent City Schools does not discriminate on the basis of race, color, religion, sex, sexual orientation or preference, gender identity and expression, national origin, ethnicity, age, disability, marital status, military service status, family status, genetics (including sickle cell trait), or any other protected classification. This policy applies to all students, staff, and members of the community in all aspects of their involvement with Crescent City Schools.

Per Title IX, Crescent City Schools does not discriminate on the basis of sex in its education programming or activities.

Glossary:

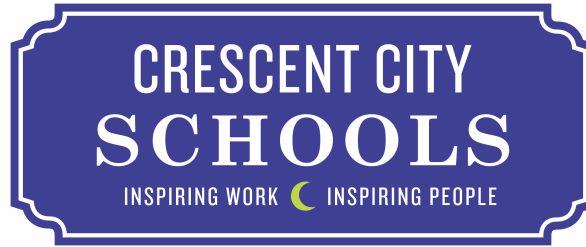
- Complainant: an individual who is alleged to be the victim of conduct that could constitute sexual harassment
- Respondent: an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment
- Complaint: a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that Crescent City Schools investigate the allegation of sexual harassment
- Education Program or Activity: locations, events, circumstances over which Crescent City Schools exercised or exercises substantial control over both the respondent and the context in which the alleged sexual harassment occurred

Sexual Harassment:

Crescent City Schools sex-based discrimination and harassment, including sexual harassment.

Under Title IX, sexual harassment means conduct on the basis of sex, occurring within the United States, that meets one or more of the following:

- An employee of Crescent City Schools conditioning the provision of an aid, benefit, or service of Crescent City Schools on an individual's participation in unwelcome sexual conduct (i.e. quid pro quo sexual harassment).
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to Crescent City Schools's educational program or activity (hostile environment).
- Sexual assault, dating violence, stalking, or domestic violence as based on definition in federal law:
 - Sexual assault, as defined in 20 U.S.C. 1092(f)(6)(A)(v), means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation. This includes forcible rape, forcible sodomy, sexual assault with an object, forcible fondling, incest, and statutory rape.



- Dating violence, as defined in 34 U.S.C. 12291(a)(10), means violence committed by a person:
 - Who is or has been in a social relationship or a romantic or intimate nature with the victim, and
 - Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship,
 - The type of the relationship, and
 - The frequency of interaction between the persons involved in the relationship.
- Domestic violence, as defined in 34 U.S.C. 12291(a)(8) includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- Stalking, as defined in 34 U.S.C. 12291(a)(30), means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
 - Fear for his/her/their safety or the safety of others, or
 - Suffer substantial emotional distress.

Reporting Sexual Harassment:

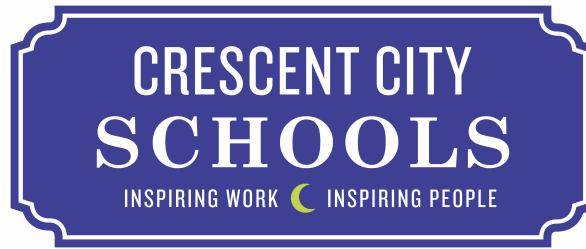
Any person may report sexual harassment, whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sexual harassment. The report may be made in person, by mail, by telephone, or by electronic mail to the school's Title IX Coordinator.

Any employee of Crescent City Schools who has actual knowledge of sexual harassment of a student (whether by seeing, hearing, or otherwise learning of the behavior) that occurred within an education program or activity of Crescent City Schools must promptly report the incident to the school's Title IX Coordinator.

Title IX Coordinators:

Each campus has its own Title IX Coordinator. They and their contact information are as follows:

Harriet Tubman Charter School
2013 General Meyer Avenue
Jammie Smith
jsmith2@crescentcityschools.org
504-376-3891



Tubman Montessori
2701 Lawrence Street
Alexandra Fontini
afontini@crescentcityschools.org
504-418-7935

Aurora/Constellations
2701 Lawrence Street
Terry Morris
tmorris@crescentcityschools.org
504-232-0767

Mildred Osborne Charter School
6701 Curran Blvd.
Lesley Blouin
lblouin@crescentcityschools.org
504-236-9546

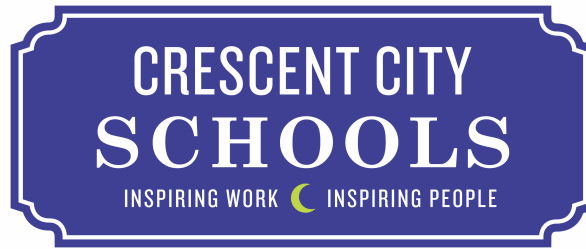
Dorothy Height Charter School
3501 Seine Street
Donna Jones
djones@crescentcityschools.org
504-708-8225

Complaints or inquiries regarding Title IX may also be sent to the United States Department of Education Office of Civil Rights:
400 Maryland Avenue SW
Washington, DC 20202
OCR@ed.gov

Grievance Process:

The Crescent City Schools grievance process will treat all complainants and respondents equitably by providing remedies to a complainant when a determination of responsibility for sexual harassment has been made against the respondent. Remedies are designed to restore or preserve equal access to Crescent City Schools's education program and activities. Remedies will be appropriate for the situation, as determined by relevant federal and state policies and Crescent City Schools, and need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

Upon receiving an allegation or actual knowledge of sexual harassment against a student in a Crescent City Schools program or activity, the Title IX Coordinator will begin the initial inquiry process and promptly contact the complainant. A respondent is presumed not responsible for the



alleged conduct or behavior until a determination regarding responsibility is made at the conclusion of the grievance process.

In addition to this Title IX policy, Crescent City Schools prohibits sexual harassment and other forms of harassment, discrimination, and bullying as outlined in its family handbooks, student codes of conduct, and/or personnel manuals. Allegations and complaints of sexual harassment will be reviewed under this Title IX policy, and in cases where the behavior or conduct does not meet the Title IX definition of sexual harassment, but does violate other Crescent City Schools policies, the Title IX complaint will be dismissed and the conduct or behavior will be addressed in accordance with Crescent City Schools's other policies.

Initial Contact & Assessment

If a formal complaint has not yet been filed, the Title IX Coordinator will meet with the complainant and explain how to file a formal complaint.

The Title IX Coordinator will discuss with the complainant, whether or not a formal complaint has been filed, the availability of supportive measures, consider the complainant's wishes with respect to these measures before implementing any, inform the complainant of the availability of supportive measures with or without filing a formal complaint, and explain the process for filing a complaint.

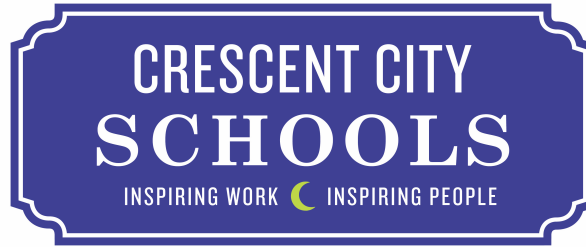
The Title IX Coordinator shall determine if the complaint or allegation of alleged behavior of conduct meets the necessary criteria to move forward under this Title IX policy. This determination is not an investigation into the merit of the allegation(s).

If the complaint or allegation meets the necessary criteria to move forward under this Title IX policy, Crescent City Schools will initiate an investigation that is thorough, reliable, impartial, prompt, and equitable. This investigation will determine whether this Title IX policy has been violated, and if so, Crescent City Schools will promptly implement an effective remedy designed to restore or preserve equal access for the complainant to Crescent City Schools's education programs and activities, while providing appropriate supportive measures to all parties involved.

Supportive Measures

Supportive measures are non-disciplinary, non-punitive individualized service offered to the complainant, as appropriate and as reasonable available without fee or charge. Supportive measures may be offered both before and after the filing of a formal complaint and in cases where no formal complaint has been filed. When appropriate, supportive measures will also be offered to the respondent.

Supportive measures are designed to restore or preserve equal access to Crescent City Schools's education programs and activities, including measures designed to protect the safety of all parties, the safety of the Crescent City Schools education environment, and to deter sexual harassment.



Supportive measures offered may include, but not be limited to:

- Counseling
- Extensions of academic deadlines or other academic related adjustments
- Location, duty, team, or schedule reassignment or modification
- On-campus escort service
- Mutual restrictions on contact between the parties
- Leave
- Increased security and monitoring of certain areas

To the extent possible while allowing Crescent City Schools to provide the appropriate supportive measures, Crescent City Schools will maintain confidentiality as to the supportive measures offered and implemented.

Emergency Removal

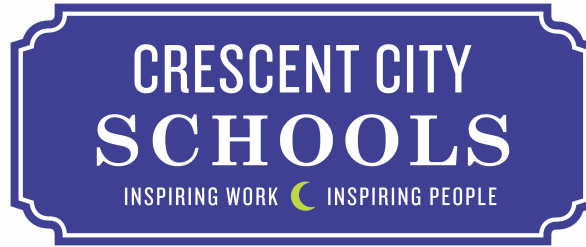
- Crescent City Schools may immediately remove the respondent if:
 - Crescent City Schools conducts an individualized safety and risk analysis, and
 - Determines that an emergency removal is necessary to protect a student or other individual from an immediate threat to physical health or safety.
- Crescent City Schools shall provide the respondent with notice and an opportunity to challenge the decision immediately after removal.
- This removal may be implemented with regard to both student and employee respondents.
- Crescent City Schools may only otherwise place employee respondents on Title IX administrative leave after a formal complaint is filed.

Resolution Timeframe

Crescent City Schools aims to bring all allegations to a resolution within 45 business days, which can be extended for good cause by the Title IX Coordinator with written notice to all parties. Good cause may include the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; the need for language assistance or accommodations of a disability. Business days include only those days that the school is in session. This timeline begins when the Title IX Coordinator receives actual knowledge or an allegation or complaint of sexual harassment.

Dismissal of Complaints

- The Title IX Coordinator will dismiss a complaint if:
 - The allegations do not constitute sexual harassment as defined in this policy;
 - The alleged behavior or conduct did not occur in a Crescent City Schools program or activity; or
 - The alleged behavior or conduct did not occur in the United States.
- The Title IX Coordinator may dismiss a complaint if:
 - The complainant notifies the Title IX Coordinator at any time that they wish to



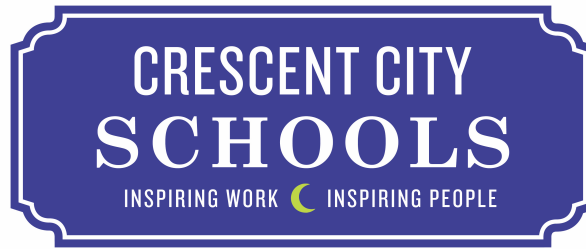
- withdraw the complaint or allegation;
- The respondent's enrollment or employment at Crescent City Schools ends; or
- Specific circumstances prevent Crescent City Schools from gathering evidence (e.g. passage of several years between complaint and alleged conduct, non-cooperation of complainant, etc.).
- Notice of dismissal will be provided to both parties, including the reasons for dismissal and a chance to appeal.
- Dismissal of a Title IX complaint does not preclude possible action under another Crescent City Schools policy.

Informal Resolution

- The Title IX Coordinator or Title IX Investigator may offer to mediate an informal resolution in place of a full investigation after a complaint has been filed.
- Both parties must receive written notice of their rights and provide written, voluntary consent.
- Waiving a full investigation shall not be required as a condition of employment, continued employment, enrollment, or continued enrollment.
- Informal resolution will not be used when allegations are made against an employee of Crescent City Schools by a student.
- Both parties retain the right to withdraw from the informal resolution process and resume the grievance process at any time.

Investigation Process

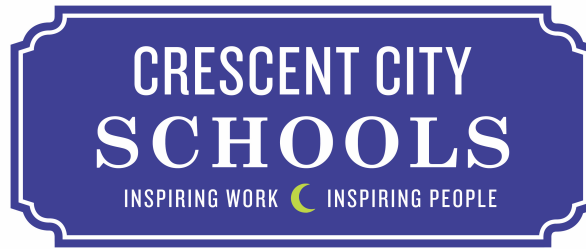
- Within five days after the complaint submission, a trained Title IX Investigator will initiate an investigation of the matters alleged, or inform the complainant in writing that the matters alleged in the complaint are not within the jurisdiction or authority of CCS to investigate and that CCS will not carry out any further investigation. If the matter does not involve allegations of harassment within the scope of these procedures, the Title IX Investigator will forward the matter to the proper administrative authority for review, if appropriate.
- The Title IX Investigator will send written notice of the allegations to both the complainant and the respondent. The written notice shall be provided to parties prior to any initial interviews in the investigative process so that parties can prepare and shall include:
 - Notice of the grievance process, including informal resolution process,
 - Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in Title IX, including the identity of the parties, the alleged conduct, and the date and location of the conduct or behavior,
 - A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process,
 - Notice that parties may have an advisor of their choosing and may inspect and review evidence, and



- Identification of the provisions of the code of conduct that prohibit knowingly providing false statements/information.
- Each party may select an advisor of their choice who may be, but need not be, an attorney.
- The Title IX Investigator will meet with all individuals reasonably believed to have relevant information, including the complainant and the respondent, and any witnesses to the conduct. In advance of these meetings, the Title IX Investigator will provide written notice to any party invited or expected to attend including the date, time, participants, purpose, and location with sufficient time to allow the party an opportunity to prepare to participate.
- The Title IX Investigator will ensure both parties have an opportunity to present witnesses and evidence.
- The investigation shall be carried out discreetly, maintaining confidentiality insofar as reasonably possible while conducting an effective investigation.
- No information protected by a legal privilege, such as attorney-client privilege, can be used during the investigation unless the person holding that privilege has waived it.
- The Title IX Investigator will provide both parties and their advisors an equal opportunity to review all evidence related to the allegations in the formal complaint prior to the completion of the final investigative report and in time to give all parties at least 10 days to submit a written response, which the Title IX Investigator will consider before completing the investigation report.
- The Title IX Investigator will create an investigative report that fairly summarizes the relevant evidence at least 10 days before a determination is made regarding responsibility. The parties and their advisors may submit a written response to the report to the Title IX Decision Maker.
- Retaliation against any individuals for filing a complaint or cooperating in an investigation is strictly prohibited, and the Crescent City Schools will take actions necessary to prevent such retaliation.
- The Title IX Coordinator will maintain all records of complaints and their disposition.

Initial Determination

- The Title IX Decision Maker will allow each party to submit written questions directed to other parties or witnesses, provide each party with the answers, and allow for additional limited follow-up questions before determining responsibility.
- The Title IX Decision Maker will issue a written determination that:
 - Identifies the allegations that potentially constitute sexual harassment as defined in this policy;
 - Describes the school's procedural steps taken from the receipt of the complaint to the determination;
 - Includes findings of fact supporting the determination;
 - Includes conclusions regarding application of the law and/or code of conduct to the facts;



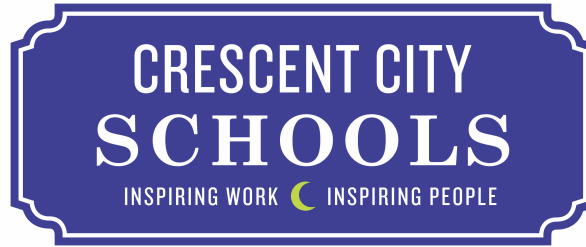
- Includes a statement of, and a rationale for, the result as to each allegation, including a determination of responsibility, any disciplinary sanctions imposed upon the respondent, and whether remedies to restore or preserve equal access to the school's education program or activity will be provided to the complainant; and
- Includes procedures for appeals.
- The written determination shall be sent simultaneously to all parties.
- If after the investigation, the Title IX Coordinator and Investigator determine that the preponderance of the evidence establishes that the alleged discrimination or harassment occurred (i.e., it is more likely than not that the alleged behavior or conduct occurred), the Title IX Decision Maker shall take appropriate corrective action in an effort to ensure that the conduct ceases and will not recur.
- Employees and students may be disciplined if it is determined through this procedure that discriminatory action, treatment, harassment or retaliation for complaining, has occurred in violation of federal or state laws or Crescent City Schools policies. Remedies and disciplinary measures may include but are not limited to:
 - Written reprimands or warning
 - Mandatory training and counseling (or offered to complainant)
 - Transfers or demotions
 - Loss of privileges
 - Suspensions, detentions, referrals for expulsion, or terminations

Appeal Process

- Both the complainant and the respondent have the right to appeal a determination of responsibility or the dismissal of a formal complaint if they believe one of the following is true:
 - A procedural irregularity affected the outcome of the matter
 - Newly discovered evidence that was not reasonably available at the time of the determination regarding responsibility exists and could affect the outcome of the matter
 - The Title IX Coordinator, Investigator, or Decision Maker had a conflict of interest or bias that affected the outcome of the matter
- A written appeal request must be submitted to the Chief Executive Officer (CEO) of Crescent City Schools. The written appeal shall state with particularity the nature of the disagreement, the reasons underlying such disagreement, and how the outcome would be changed by reconsideration of the determination.
- The CEO shall provide both parties written notice of the appeal and an equal opportunity to submit a written statement in support of, or challenging, the determination.
- The CEO shall conduct a review of the record to determine whether the preponderance of the evidence supports the determination, and shall issue a written decision simultaneously to the parties within ten days of the receipt of the appeal. The CEO's decision is final.

Retaliation:

- Retaliation is prohibited against any person for the purpose of interfering with Title IX



rights or because the person participated, or refused to participate, in any manner in a proceeding under Title IX regulations.

- Complaints of retaliation may be reported and filed under the Title IX grievance process.

Confidentiality:

Crescent City Schools shall keep confidential the identify of a person who complains of or reports sexual harassment, including parties and witnesses, except as permitted by law to carry out the purpose of the regulations with regard to conducting an investigation into the complaint.

Record Keeping:

- Crescent City Schools will keep records related to reports of sexual harassment for a minimum of 7 years, including investigation records, disciplinary sanctions, remedies, appeals, and records of any actions taken, including supportive measures.
- Records shall reflect measures Crescent City Schools took to restore or preserve equal access to the education program or activity.
- If Crescent City Schools does not provide a complainant with supportive measures, it will document the reasons why such a response was clearly unreasonable in light of the known circumstances.