

**Resolution Agreement**  
**Pinnacle Career Institute**  
**Docket # 07152016**

The Pinnacle Career Institute (Institute), Kansas City, Missouri, submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), to resolve this complaint that was filed under Title IX of the Education Amendments of 1972 (Title IX), 20 United States Code (U.S.C.) § 1681, and its implementing regulation, 34 Code of Federal Regulation (C.F.R.) Part 106. This resolution has been entered into voluntarily between the parties and does not constitute a finding or admission that the Institute is not in compliance with Title IX and/or its implementing regulation or any other statutes or regulations OCR enforces. Accordingly, to resolve issues identified by OCR during the course of its investigation of this complaint, the Institute voluntarily agrees to take the following actions:

**I. GENERAL PROVISIONS**

This Agreement resolves issues identified by OCR during the course of its investigation in OCR Docket No. 07152016 and does not constitute an admission by the Institute of any violation of the statutes and regulations OCR enforces.

This Agreement shall become effective upon the Institute's receipt of a letter from OCR advising the Institute that this Agreement resolves the issues identified in OCR Docket No. 07152016.

OCR agrees to discontinue its investigation of OCR Docket No. 07152016 based upon the Institute's commitment to take the actions specified in this Agreement which, when fully implemented, will resolve the issues identified by OCR during the course of its investigation.

The Institute understands that by signing this Agreement it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the Institute understands that during the monitoring of this Agreement, if necessary, OCR may visit the Institute, interview staff and students, and request such additional reports or data as necessary for OCR to determine whether the Institute has fulfilled the terms of this Agreement and is in compliance with the terms of this Agreement.

The Institute understands that OCR will not close the monitoring of this Agreement until OCR determines that the Institute has fulfilled the terms of this Agreement. OCR will consider the Institute to have fulfilled the terms of this Agreement and to be in compliance with the statutes and regulations OCR enforces upon OCR's determination that the Institute has completed the Reporting Requirements listed below in Section II.

The Institute understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10) or judicial proceedings to enforce this Agreement, OCR shall give the Institute written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

## **II. RESOLUTION PROVISIONS**

### **INDIVIDUAL REMEDIES**

1. By April 10, 2015, the Institute will send the Complainant written notification to the Complainant that it will:
  - a) readmit the Complainant to the medical assistant program when she is able to return to the Institute;
  - b) give the Complainant full credit for the hours she completed at the boot camp; and
  - c) give the Complainant full credit for all externship hours she has completed.

**REPORTING REQUIREMENT:** By April 15, 2015, the Institute will provide OCR documentation that it complied with this item.

### **POLICIES AND PROCEDURES**

2. The Institute will draft revisions to its policies and procedures related to sex-based discrimination prohibited by Title IX to ensure that these policies and procedures include a prohibition against discrimination based on pregnancy or parental status. Specifically, the revisions will conform to the requirements of 34 C.F.R. § 106.40 which provides:

*(a) Status generally. A recipient shall not apply any rule concerning a student's actual or potential parental, family, or marital status which treats students differently on the basis of sex.*

*(b) Pregnancy and related conditions. (1) A recipient shall not discriminate against any student, or exclude any student from its education program or activity, including any class or extracurricular activity, on the basis of such student's pregnancy, childbirth, false pregnancy, termination of pregnancy or recovery therefrom, unless the student requests voluntarily to participate in a separate portion of the program or activity of the recipient.*

*(2) A recipient may require such a student to obtain the certification of a physician that the student is physically and emotionally able to continue participation in the normal education program or activity so long as such a certification is required of all*

*students for other physical or emotional conditions requiring the attention of a physician.*

*(3) A recipient which operates a portion of its education program or activity separately for pregnant students, admittance to which is completely voluntary on the part of the student as provided in paragraph (b)(1) of this section shall ensure that the instructional program in the separate program is comparable to that offered to non-pregnant students.*

*(4) A recipient shall treat pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery therefrom in the same manner and under the same policies as any other temporary disability with respect to any medical or hospital benefit, service, plan or policy which such recipient administers, operates, offers, or participates in with respect to students admitted to the recipient's educational program or activity.*

*(5) In the case of a recipient which does not maintain a leave policy for its students, or in the case of a student who does not otherwise qualify for leave under such a policy, a recipient shall treat pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery therefrom as a justification for a leave of absence for so long a period of time as is deemed medically necessary by the student's physician, at the conclusion of which the student shall be reinstated to the status which she held when the leave began.*

**REPORTING REQUIREMENT:** On or before May 29, 2015, the Institute will submit to OCR for review and approval its proposed revisions of its policies and procedures related to sex discrimination under Title IX.

After receiving approval of the revised policies and procedures, the Institute will adopt the revised policies and procedures within thirty (30) calendar days of approval from OCR.

### **NOTICE OF REVISED POLICIES AND PROCEDURES**

3. After adoption of the revised policies and procedures, the Institute will provide all students and employees with written notice regarding the revised policies prohibiting sex discrimination under Title IX on the basis of pregnancy or parental status. At a minimum, the Institute will make this notification through the Institute's website, electronic mail messages to employees and students, as well as by any other additional means of notification the Institute deems effective to ensure that the information is widely disseminated.

**REPORTING REQUIREMENT:** Within 30 days from the adoption of the revised policies and procedures required above, the Institute will provide OCR with

documentation showing how the Institute provided the written notice as required by this item.

**TRAINING FOR STAFF**

4. Within ninety (90) days from the date the Institute receives OCR’s approval of the revised policies, the Institute will provide Title IX training to its administrative and professional employees. This training will include the revised Title IX policies.

REPORTING REQUIREMENT: Within thirty (30) days from the completion of the training, the Institute will provide OCR with documentation of the training provided to Institute staff identifying: a) the date, time and location of the training; b) a copy of the agenda and any materials provided to the individuals attending the training; c) the names, titles, and qualifications of the individual(s) who conducted the training; and d) the names and titles of each Institute administrator or employee who attended the training (a sign-in sheet with the attendees’ names and titles is sufficient).

\_\_\_\_\_/S/  
Pinnacle Career Institute

\_\_\_\_\_/3/27/2015  
Date