

VOLUNTARY RESOLUTION AGREEMENT
Pioneer Technology and Arts Academy – North Dallas
OCR Case Number: 06211093

Pioneer Technology and Arts Academy – North Dallas (PTAA) submits this Voluntary Resolution Agreement (Agreement) to the U.S. Department of Education (Department), Office for Civil Rights (OCR), Dallas Office. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by PTAA. PTAA assures OCR that it will take the actions outlined in this Agreement to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation, at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12132, and its implementing regulation, at 28 C.F.R. Part 35, which prohibit discrimination based on disability by recipients of Federal financial assistance from the Department and certain public entities, respectively.

Prior to the completion of OCR’s investigation, PTAA agreed to resolve certain concerns identified during OCR’s investigation in the above-captioned complaint pursuant to Section 302 of OCR’s *Case Processing Manual*. Accordingly, to resolve the identified issues, PTAA agrees to take the action items below.

SECTION A. INDIVIDUAL REMEDIES

Action Item A1:

1. Effective immediately upon the date of the signature on this Agreement, PTAA agrees to lift the “Cease and Desist Legal Notice” previously issued to the complainant¹ on November 12, 2020. PTAA agrees that the complainant will be afforded the same opportunities to communicate with teachers and staff and visit the PTAA campus as all other parents/guardians of currently enrolled students. PTAA agrees to permit the complainant to communicate directly with all of the Student’s classroom teachers and any other staff providing direct services to the Student. To the extent any PTAA staff member expresses concern with responding to any specific message from the complainant XX – end of sentence redacted – XX. PTAA will ensure, however, that the complainant receives all communications and information from the Student’s teachers in a timely manner. PTAA may also reserve the right in communications with the complainant to place future limitations on the complainant’s communications with staff should the complainant XX – remainder of paragraph redacted – XX.

Reporting Requirement:

- By **June 1, 2020**, PTAA will provide OCR with documentation evidencing its communications to staff and the complainant of the above.

¹ Throughout this Agreement, “complainant” and “Student” refer to the complainant and student previously identified to PTAA.

Action Items A2 and A3:

2. By May 14, 2021, PTAA will review the Student's email account(s) to determine whether the Student is experiencing any inability to send, receive, and maintain copies of email messages to and from PTAA staff. PTAA agrees to promptly resolve (i.e., within three school days unless exigent circumstances arise) any barriers identified with the Student's email account(s).

Reporting Requirements:

- By June 1, 2021, PTAA will provide OCR with documentation evidencing PTAA's review of the Student's email account(s), including documentation evidencing any corrections that were made to ensure that the Student does not encounter any barriers sending and receiving emails to and from his teachers, and that he is able to retain email messages for future reference.

Action Item A4:

3. PTAA agrees that, if the PTAA Principal observes a classroom in which the Student is physically present to conduct a teacher evaluation during the remainder of the 2020-21 academic year, PTAA will advise the complainant of the visit in a manner which does not inhibit the ability of PTAA to complete an objective and fair assessment of the PTAA teacher (for example, advising the complainant that the Principal conducted an evaluation on a specific date/time, after the evaluation has been completed). PTAA understands that PTAA need only communicate to the complainant the following: (1) that the Principal observed the Student's class for the purpose of conducting a teacher evaluation; and (2) the date and class period that the Principal observed.

Reporting Requirement:

- If the PTAA Principal conducted any teacher evaluations of classes in which the Student was physically present for the remainder of the 2020-21 academic year, then by June 25, 2021, PTAA will provide OCR with documentation evidencing the communication of the observations to the complainant.

Action Item A5:

4. If not already in existence, then by May 28, 2021, PTAA agrees to draft policies and procedures relating to PTAA's use of law enforcement at its XXXX XXXX campus. The policies and procedures will outline PTAA's expectations for parent/guardian behavior toward PTAA staff and on PTAA's campuses or at PTAA-sponsored events. The policies and procedures will notify parents/guardians of circumstances under which PTAA may request the assistance of law enforcement.

Reporting Requirement:

- By **June 1, 2021**, PTAA will provide documentation to OCR which evidences that its policies and procedures relating to PTAA’s use of law enforcement at its XXXX XXXX campus to all parents/guardians of currently enrolled students at PTAA’s XXXX XXXX campus.

SECTION B: STAFF TRAINING

Action Item B1

1. By **August 20**, agrees to conduct training for all administrators and staff at its XXXX XXXX campus regarding the anti-retaliation provisions in Section 504 and Title II. The training will be conducted by an individual with relevant knowledge of the regulations implementing Section 504 and Title II and experience advising educational institutions of their obligations pursuant to Section 504 and Title II.

Reporting Requirement:

- By **June 1, 2021**, PTAA will provide OCR with the identity and qualifications of the individual who will be conducting the training required pursuant to Action Item B1. PTAA will also provide OCR with a copy of the proposed presentation materials for OCR’s review and approval.
- By **September 3, 2021**, PTAA will provide OCR with documentation that the training has been conducted. The documentation will include the date/time that the training was conducted, a copy of the presentation materials, and the names and titles of each individual attending the training.

A. GENERAL PROVISIONS

PTAA understands that by signing this Agreement, it agrees to provide the foregoing information in a timely manner in accordance with the reporting requirements of this Agreement. Further, PTAA understands that during the monitoring of this Agreement, if necessary, OCR may visit PTAA, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether PTAA has fulfilled the terms of this Agreement and is in compliance with Section 504 and its implementing regulation at 34 C.F.R. § 104.61, and Title II and its implementing regulation, at 28 C.F.R. § 35.134, which were at issue in this case. Upon completion of the obligations under this agreement, OCR shall close and dismiss this case.

PTAA 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 PTAA written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of PTAA's representative below.

**Mr. Shubham Pandey, Superintendent
Pioneer Technology and Arts Academy**

Date