

## Resolution Agreement Reached During an Investigation

Pajaro Valley Unified School District

09-14-1421

In order to resolve the issues raised in the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights (OCR), and without admitting any fault or violation of law, the Pajaro Valley Unified School District agrees to implement the following actions:

### I. Individual Remedy

- a. Upon receipt of a completed reapplication, the District will confirm to the Complainant in writing that the Student is eligible to participate in the Migrant and Seasonal Head Start Program for the 2015 growing season, May 15-October 15, 2015.
- b. If the Complainant informs the District that she wants the Student to participate in the Migrant and Seasonal Head Start Program during the 2015 growing season, the District will develop a memorandum of understanding (MOU) with the Complainant's input to specifically address the Student's participation in the program. The MOU will include the following:
  - i. provision of a trained and qualified one-on-one aide for the Student, either staffed by the District or funded by the San Andreas Regional Center;
  - ii. provision of one or more trained and qualified substitute one-on-one aides for the Student, staffed by either the District or funded by the San Andreas Regional Center, in the event the assigned one-on-one aide is absent; and
  - iii. District provision and/or San Andreas Regional Center funding of any other supplemental aids, supports, or services necessary for the Student to have an equal opportunity to participate in the Migrant and Seasonal Head Start Program.
- c. The District will provide a copy of the MOU to the Complainant and will ensure that the MOU is fully implemented effective May 15, 2015, should the Complainant enroll the Student in the Migrant and Seasonal Head Start Program.
- d. The District will provide the Complainant with a letter from the Director of the Migrant and Seasonal Head Start Program to her former employer, XXXXX XX XXXXX XXXXX, XXX, stating that although the Complainant sought to enroll the Student in the program prior to the 2014 growing season and he was eligible to participate based on age, income, and family status, he was not accepted into the program.

### II. Procedure

- a. The District will develop and implement a written procedure to ensure that children with disabilities are provided the aids, supports, services, and/or modifications to policies, practices or procedures necessary to have an equal opportunity to participate in its Migrant and Seasonal Head Start Program, in accordance with the requirements of Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans With Disabilities Act of 1992. The procedure will include, at a minimum, the following:
  - i. assurance that children will not, because of disability, be denied admission to the Migrant and Seasonal Head Start Program unless the District can establish that participation of the child, with or without accommodations, would result in a fundamental alteration to the nature of the program;
  - ii. a statement that disability-related aids, supports, services and/or modifications needed to ensure an equal opportunity to participate will be provided to children with disabilities at no cost to the parents/guardians;
  - iii. a description of how and to whom requests for disability-related aids, supports, services, and/or modifications should be made;
  - iv. a description of the process for approving or denying such requests, including a requirement that parents will be notified in writing of the response to requests;
  - v. a requirement that all decisions approving or denying requests, including the reasons for any denial, will be documented;
  - vi. a description of the process available for challenging a denial of such requests; and
  - vii. clarification that participation in the Migrant and Seasonal Head Start Program need not be a component of a child's individualized education program (IEP) or Section 504 Plan in order for the child to receive disability-related aids, supports, services, and/or modifications in the program.

III. Notice

- a. The District will distribute the written procedure to: all Migrant and Seasonal Head Start Program staff and administrators; District administrators who oversee the provision of special education and related aids and services; District administrators who oversee early childhood education services; and site administrators at any District school offering a preschool program. The District will provide additional training and written guidance as necessary to ensure consistent implementation of the procedure.
- b. The District will take effective steps on an ongoing basis to notify parents and guardians of children with disabilities eligible to participate in the Migrant and Seasonal Head Start Program: (i) that the District and the Program do not discriminate against students on the basis of disability; (ii) that students with disabilities will be provided with disability-related aids, supports, services and/or

modifications needed to ensure an equal opportunity to participate at no cost to the parents/guardians; and (iii) of the written procedure.

IV. Reporting

- a. Within two (2) weeks following receipt of a completed reapplication, the District will provide OCR a copy of the written notice to the Complainant required by provision I.a. of this agreement.
- b. By April 15, 2015, if the Complainant has confirmed that she wants the Student to participate in the Program, the District will provide OCR a copy of the MOU, developed in accordance with I.b. of this agreement, and will confirm that it provided a copy to the Complainant and will fully implement the MOU effective May 15, 2015.
- c. By February 25, 2015, the District will provide OCR a copy of the letter to the Complainant's former employer, and will confirm that it has provided the original letter to the Complainant.
- d. By April 15, 2015, the District will provide OCR a draft of the written procedure developed in accordance with II. of this agreement. Incorporating OCR's input, the District will finalize the procedure and provide OCR with a final copy by May 29, 2015.
- e. Within 60 calendar days of the date the written procedure is finalized, the District will confirm to OCR distribution of the written procedure in accordance with III.a. of this agreement, and will describe any additional training or written guidance provided to ensure consistent implementation.
- f. Within 60 calendar days of the date the written procedure is finalized, the District will confirm to OCR that it has notified parents and guardians of children with disabilities of their children's equal opportunity to participate in the Migrant and Seasonal Head Start Program, and of the written procedure. The District will also describe how it will notify such parents and guardians of this information on an ongoing basis.

V. Monitoring

- a. The District understands that OCR will not close the monitoring of this agreement until OCR determines that the District has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 of the Rehabilitation Act of 1973, at 34 C.F.R. §§104.4 and 104.38; and Title II of the Americans with Disabilities Act of 1990, at 28 C.F.R. §§35.130(b)(1) and 35.130(b)(7), which were at issue in this case.

- b. The District 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 District understands that during the monitoring of this Agreement, if necessary, OCR may visit the District, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Section 504, at 34 C.F.R. §§104.4 and 104.38; and Title II, at 28 C.F.R. §§35.130(b)(1) and 35.130(b)(7), which were at issue in this case.
  
- c. The District 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 District written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

\_\_\_\_\_/s/\_\_\_\_\_  
Dorma Baker, Superintendent

\_\_\_\_\_02/23/2015\_\_\_\_\_  
Date