

**RESOLUTION AGREEMENT**  
**California Virtual Academies @ Los Angeles**  
**OCR Docket Number 09-17-1155**

In order to voluntarily resolve the issues investigated and concerns identified in the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights (OCR), under Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act of 1990, as amended by the Americans with Disabilities Amendments Act of 2008 (Title II), and their implementing regulations, and without admitting any liability, the California Virtual Academies @ Los Angeles (CAVA @ LA) agrees to implement the following provisions of this Resolution Agreement (Agreement).

1. CAVA @ LA will pay for up to 420 minutes (7 hours) of academic tutoring for the Student through August 15, 2017, through a nonpublic agency (“NPA”) certified by the State of California or other mutually agreed to provider. Academic tutoring shall not exceed \$70.00/hour (seventy dollars per hour). The provider or providers of academic tutoring will be chosen by the Complainant on or before May 19, 2017. The provider will bill CAVA @ LA directly for payment(s).
2. CAVA @ LA will pay for up to 420 minutes (7 hours) of behavior services (services) for the Student through August 15, 2017, through a NPA certified by the State of California or other mutually agreed to provider. Behavior services shall not exceed \$125.00/hour (one hundred twenty-five dollars per hour). The services may include building the Student’s skills in self-advocacy, problem-solving, pro-social behavior, or other appropriate services designed to address behaviors identified as impediments to the Student’s learning by her Individualized Education Program (IEP) team, including verbal aggression/profanity, elopement, and work refusal. The provider or providers of services will be chosen by the Complainant on or before May 19, 2017. The provider will bill CAVA @ LA directly for payment(s).
3. Within five business days of signing this Agreement, CAVA @ LA will send a letter to the Complainant with its billing address and procedures and a contact person’s name and telephone number for any questions so that Complainant can select providers. The letter will explain Complainant must select providers on or before May 19, 2017, so that there is sufficient time to ensure billing and implementation of services can occur by August 15, 2017. The letter will provide options for academic tutoring and behavior services within Complainant’s geographic area, as well as explain that the Complainant has until August 15, 2017, to utilize all services set forth in this Agreement. All services must be billed to CAVA @ LA on or before September 1, 2017. CAVA @ LA will provide a copy to OCR contemporaneously.
4. By September 30, 2017, CAVA @ LA will provide OCR with either (1) a letter confirming it has never received any invoices or billing from Complainant’s selected providers, or (2) a letter with documentation of the dates that the services were provided, identify the

providers, and provide confirmation that CAVA @ LA paid the providers for the services billed by the providers, consistent with the provisions of paragraphs 1, 2, and 3 above.

5. CAVA @ LA understands that OCR will not close the monitoring of this agreement until OCR determines that CAVA @ LA has fulfilled the terms of this agreement and is in compliance with Section 504, Title II, and their implementing regulations, 34 C.F.R. §§ 104.33(b)(2); 104.33-104.36 and 28 C.F.R. §§ 35.103(a) and 35.130(b)(1)(ii) and (iii), which were at issue in this case.
6. CAVA @ LA understands that by signing this agreement, it agrees to provide data and other information in a timely manner. Further, CAVA @ LA understands that during the monitoring of this agreement, OCR may visit CAVA @ LA, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether CAVA @ LA has fulfilled the terms of this agreement and is in compliance with Section 504, Title II, and their implementing regulations, 34 C.F.R. §§ 104.33(b)(2); 104.33-104.36 and 28 C.F.R. §§ 35.103(a) and 35.130(b)(1)(ii) and (iii) which were at issue in this case.
7. CAVA @ LA 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 CAVA @ LA written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

\_\_\_\_\_/s/\_\_\_\_\_  
Laura Terrazas  
California Virtual Academy

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04/03/2017  
Date