

Resolution Agreement

Boulder Valley School District Case Number 08-13-1156

OCR received a complaint against the Boulder Valley School District alleging that the District discriminates on the basis of national origin. Specifically, the Complainant alleged that the District fails to provide national-origin minority students who are English language learners (ELL) with English language development services that allow them to meaningfully participate in the District's program at Broomfield Heights Middle School, Sanchez Elementary School, Crestview Elementary School, Creekside Elementary School, and Escuela Bilingüe Pioneer.

We initiated our investigation of this allegation under Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. § 2000d, and its implementing regulation, at 34 C.F.R. Part 100, which prohibit discrimination on the bases of race, color, or national origin in activities or programs that receive federal financial assistance. The District receives federal financial assistance from the Department and therefore is subject to the provisions of Title VI.

Before OCR made formal findings, the District indicated its willingness to resolve the complaint allegation and to take steps needed to ensure its compliance with Title VI and its implementing regulations. Pursuant to Section 302 of OCR's *Case Processing Manual*, a complaint can be resolved when, before the conclusion of an investigation, a recipient agrees to resolve the allegations and OCR's determination that the case is appropriate for resolution during the investigation has been approved by the Office Director or his designee.

The District has voluntarily entered into this Agreement. The District agrees to the terms of this Agreement and to take all steps reasonably designed to ensure that all ELL students receive daily English language development services for a minimum of 45 minutes by a qualified second language teacher. Specifically, the District agrees to take the following actions:

1. The District will draft a memorandum from District administration to school site administrators that notifies the schools that they are required to provide direct English language development instruction to all of their ELL students. The letter will include the following program requirements: direct English language development instruction for a minimum of 45 minutes each day that is appropriate for each ELL students' English language needs and provided by a qualified second language teacher, and this instruction will be in addition to and not be replaced by ELD support that is embedded in other content areas (sheltered instruction) or embedded in co-teaching of content.

Reporting Requirement 1: By **September 30, 2013**, the District will provide the draft memorandum to OCR for its review and approval. Within 5 days of OCR's approval, the District will issue the memorandum to each of its schools and provide OCR with supporting documentation that the letter has been sent to all District schools.

2. The District will draft a plan outlining the modifications to, and then modify, the alternative language programs at five schools (Creekside Elementary School, Alicia Sanchez International School, Crestview Elementary School, Escuela Bilingüe Pioneer, and Broomfield Heights Middle School) to include English language development instruction for a minimum of 45 minutes each day

that is appropriate for each ELL students' English language needs, and provided by a qualified second language teacher. This direct ELD instruction will be in addition to and not be replaced by ELD support that is embedded in other content areas (sheltered instruction) or embedded in co-teaching of content. ELD instruction will be provided for all non-English proficient and ELL students.

Reporting Requirement 2: By **September 30, 2013**, the District will provide OCR with the draft plan for OCR's review and approval. Within 15 days of approval, the District will provide supporting documentation to OCR that it has complied with the District's memorandum (from term 1) and plan (term 2) by providing lists to OCR, by each of the five schools, of every English language learner with:

- a. Each student's name and ELL status;
 - b. The specific times when each student is receiving direct ELD instruction;
 - c. The name of the qualified teacher who is providing the direct ELD instruction, noting the teacher ELL instruction certification, and
 - d. Identification of how the direct ELD instruction is provided (for example, specifying whether it is by embedding it with content, co-taught where the direct ELD instruction is provided by a teacher with English language acquisition credentials, pull-out instruction, etc.).
3. The District will evaluate the effectiveness of its alternative language programs (ALP) and services for LEP students once every two years beginning with SY 2013-2014. The District will modify or improve its ALP programs and services for LEP students where necessary based on the results of its self-evaluations. Data for use in the self-evaluations will be collected annually. For the first self-evaluation, due on June 1, 2014, for the 2013-14 school year, the Districtwide program evaluation will include and address:
 - a. A roster or other databases used to correlate the academic progress and English language acquisition by LEP students over time. The databases will track student's language proficiency assessments, LEP status and academic progress.
 - b. The procedures for collecting pertinent data for the District and conducting formal self-evaluations of the effectiveness of the District's programs and services for LEP students.

Some factors to include in the self-evaluation are whether:

- i. Current and former LEP students are satisfying established goals and objectives for student participation and achievement;
- ii. Current LEP students are gaining in English language proficiency in all four skill areas of language.
- iii. An evaluation of LEP, non-LEP and former LEP students' progress shows comparable levels of progress in literacy achievement, content academic achievement, drop-out/grade retention/graduation rates, and participation in curricular activities (e.g., Advanced, International Baccalaureate, Gifted, and Foreign Language Classes, and any Advanced Fine Arts Program.)

- c. The procedures used to determine the extent to which staff training and development and materials for the ALP are available or are still needed to implement the District's ALP; and
- d. The specific steps the District will take, including applicable time frames and persons responsible, to ensure that program modifications or improvements are recommended and implemented to ensure program effectiveness. The District will not continue indefinitely with programs and services that, despite soundness of design and implementation, do not satisfy its goals and objectives for providing educational services to LEP students.

Reporting Requirement 3: The District will provide OCR with its Districtwide SY 2013-2014 program evaluation by **June 1, 2014**.

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 regulations implementing Title VI which were at issue in this case.

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 Title VI.

The District understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of the Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce the 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.

For the District:

/s/
Dr. Bruce K. Messinger, Superintendent
Boulder Valley School District

10/28/2013
Date