

**RESOLUTION AGREEMENT**  
**Boulder Valley School District**  
**Case Number 08-22-1272**

In order to resolve the open allegation in Case Number 08-22-1272, filed against Boulder Valley School District (District) and opened for investigation by the Office for Civil Rights (OCR) of the U.S. Department of Education (Department), the District agrees to implement this Resolution Agreement (Agreement).

The District will take the following actions to comply with the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d (Title VI), and its implementing regulation at 34 C.F.R. Part 100; Section 504 of the Rehabilitation Act of 1973 and its implementing regulation at 34 C.F.R. Part 104; and Title II of the Americans with Disabilities Act of 1990 and its implementing regulation at 28 C.F.R. Part 35.

During the investigation, before OCR made findings, the District indicated its willingness to voluntarily resolve the complaint pursuant to Section 302 of OCR's *Case Processing Manual*. The District's decision to enter into this Agreement is not an admission of liability or wrongdoing, nor shall it be construed as such.

Term 1: Create a Dual Services Plan

The District will create for OCR review and approval a plan for ensuring that XXXX XXXX School (School) English Learner (EL) students who require both English Language Development (ELD) services and special education services receive the full ELD services and special education services to which the students are entitled. The Dual Services Plan will include, but is not limited to, the following:

- A. A document describing XXXX XXXX School's (School) model for delivering English Language Development (ELD) services to English Learner (EL) students who require both ELD services and special education services.
- B. A reminder that the School must provide all EL students with disabilities with language assistance services that address each EL student's level of English language proficiency, which means that each EL student's English language proficiency level, grade level, and educational background must be considered to determine which ELD services are appropriate for each EL student.
- C. An assurance that EL students who require both ELD services and special education services are entitled to receive the full ELD services and special education services to which the students are entitled. Each EL student who requires both ELD services and special education services must receive adequate and appropriate ELD targeted to the student's English proficiency level from a teacher qualified to teach ELD.
- D. Identification of the administrator(s) responsible for ensuring that EL students who require both ELD services and special education services ("dually identified EL students") receive the full ELD services and special education services to which the students are entitled. The responsible administrator(s) will review each dually identified EL student's schedule of ELD and special education services no later than the end of the first week of each semester to ensure that each dually identified EL student is receiving adequate and appropriate ELD targeted to the student's English language proficiency level from a teacher qualified to teach ELD. If the student is not

receiving the requisite ELD services, then the responsible person(s) will ensure that the student does within 30 days.

**REPORTING REQUIREMENT:**

1. Within sixty (60) calendar days of signing this Agreement, the District will submit to OCR its proposed Dual Services Plan. The District agrees to fully and promptly respond to OCR's concerns, if any, until OCR notifies the District that its Dual Services Plan is approved.

Term 2: Provide Training Regarding the Dual Services Plan and English Learner (EL) Students and Special Education Services

The District will create for OCR review and approval training materials regarding the School's Dual Services Plan and EL students and special education services. The training will be for School administrators and staff and include, but is not limited to, the following:

- A. A review of the School's Dual Services Plan.
- B. A review of Title VI's requirements that students in EL programs must receive appropriate language assistance services until the students are proficient in English and can participate meaningfully in the District's educational programs without language assistance services.
- C. A review of the responsibility to ensure implementation of all accommodations set forth in Section 504 Plans and Individualized Education Programs (IEPs).
- D. A reminder that failure to fully implement all accommodations set forth in Section 504 Plans and IEPs could result in a denial of a free appropriate public education.
- E. A reminder that EL students with disabilities who are in need of both ELD services and special education services must be provided with the full ELD services and special education services to which they are entitled.
- F. A reminder that the School must provide all EL students with language assistance services that address each EL student's level of English language proficiency, which means that each EL student's English language proficiency level, grade level, and educational background must be considered to determine which ELD services are appropriate for each EL student.

**REPORTING REQUIREMENTS:**

1. Within sixty (60) calendar days of OCR's approval of the School's Dual Services Plan, the District will submit to OCR its proposed training. The proposed training will include a copy of draft training materials and the names and qualifications of the trainer(s) the District proposes to use to fulfill Agreement Terms 2.A-F. The District agrees to fully and promptly respond to OCR's concerns, if any, until OCR notifies the District that its training materials and proposed trainer(s) are approved.

2. Within thirty (30) calendar days of OCR's approval of the training plan and trainer(s), the District will provide OCR with documentation that demonstrates that the training has been completed. This documentation will include, but is not limited to, the date(s) of the training, the

trainer(s), and a list of training participants. The District will promptly and fully address OCR's concerns, if any, until the District receives notification from OCR that no further reporting is required for Terms 2.A-F.

Term 3: Determine Whether Any School EL Students Who Needed Both ELD Services and Special Education Services During the 2021-22 School Year Are Entitled to Compensatory ELD Services

Within forty-five (45) calendar days of this Agreement being signed, the District will convene a team to review the needs of the School's EL students who received both ELD services and special education services during the 2021-22 School Year to determine whether any of the students are entitled to compensatory ELD services. The team must include a highly qualified EL teacher.

**REPORTING REQUIREMENTS:**

1. Within sixty (60) calendar days of signing this Agreement, the District will submit to OCR the results of its review and documentation demonstrating that the District convened a team in accordance with Term 3. The documentation must include (a) meeting notes and (b) a summary of the review conducted for each student. The documentation related to the review will include, but is not limited to, the following: (i) a list of the review participants, (ii) a summary of the review discussion, (iii) whether the student is entitled to compensatory services, and, if so, the compensatory services to which the student is entitled.

2. If the District's review determines that any EL student from the 2021-22 School Year is entitled to compensatory ELD services, then the District will submit to OCR a proposed remedial measures plan to for each identified EL student for OCR's review and approval within sixty (60) calendar days of signing this Agreement.

3. For each EL student that the District finds entitled to compensatory ELD services, the District will offer the compensatory services to each identified student's parents/guardians within thirty

(30) days of OCR's approval of the remedial measures plan and submit documentation showing that the District sent the student's parents/guardians a written offer of compensatory ELD services within thirty (30) days of OCR's approval of the remedial measures plan.

The District agrees to fully and promptly respond to OCR's concerns, if any, until OCR notifies the District that Term 3 is satisfied.

By signing this Agreement, the District agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the 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 the statutory and regulatory obligations at issue in this case.

The District understands and acknowledges that OCR will not close the monitoring of this Agreement until such time as OCR determines that the District is in compliance with the terms of

the Agreement and the statutes and regulations at issue in the case, Title VI, 42 U.S.C. § 2000d, and its implementing regulation at 34 C.F.R. Part 100; Section 504 of the Rehabilitation Act of 1973 and its implementing regulation at 34 C.F.R. Part 104; and Title II of the Americans with Disabilities Act of 1990 and its implementing regulation at 28 C.F.R. Part 35.

The District further understands and acknowledges that OCR may initiate administrative enforcement or refer the case to the Department of Justice for judicial proceedings to enforce the specific terms of this Agreement and the applicable statutes and regulations. Before initiating such proceedings, OCR will give the District 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 the District's representative below.

For Boulder Valley School District:

/s/

11/16/22

---

Dr. Rob Anderson  
Superintendent

---

Date