

**RESOLUTION AGREEMENT**  
**Boulder Valley School District RE-2**  
**OCR Case No. 08-22-1378**

The U.S. Department of Education, Office for Civil Rights (OCR) and the Boulder Valley School District RE-2 (District) enter into this Resolution Agreement (Agreement) to resolve the allegations in the above-referenced case at the Columbine Elementary School (School). The District's decision to enter into this Agreement is not an admission of liability or wrongdoing, nor shall it be construed as such. The District assures OCR that it will take the following actions to comply with the requirements of Title VI of the Civil Rights Act of 1964 (Title VI), as amended, 42 United States Code (U.S.C.) Section 2000d, and its implementing regulation, at 34 Code of Federal Regulations (C.F.R.) Part 100, which prohibit recipients from discriminating based on national origin:

**I. English Language Development (ELD) Placement and Compensatory Services – Student A**

The District will assess the need for and provision of compensatory ELD services for XX (Student A). The District will convene a team, which must include a School administrator, staff who are qualified and trained in delivering ELD services, and staff who are knowledgeable of Student A, to determine:

- 1) whether, in light of Student A's proficiency at the time and the District's policies and procedures for making ELD placements, Student A was appropriately placed to receive ELD services during the 2021-22 school year; and,
- 2) if the team identifies any concerns under Paragraph (I)(1), whether compensatory ELD services are appropriate for Student A and, if so, how the District will deliver the services.

**Reporting Requirement (I)(1).** Within 30 calendar days of this Agreement being signed, the District will submit to OCR documentation demonstrating that a team convened as required by Paragraph I. The District will minimally include in its report a copy of the: a) meeting agenda, b) team's decision, including a narrative description which justifies the decision, and c) plan to provide compensatory services to Student A, if applicable. The District will promptly and fully address OCR's feedback, if any, until the District receives notice from OCR that no further reporting is required for Reporting Requirement (I)(1).

**Reporting Requirement (I)(2).** If the District determines that compensatory services will be provided to Student A, the District will submit documentation demonstrating that the services have been fully implemented no later than May 30, 2023. The District will promptly and fully address OCR's feedback, if any, until the District receives notice from OCR that no further reporting is required for Reporting Requirement (I)(2) or for Paragraph I.

**II. ELD Placement and Compensatory Services – XX Grade**

The District will assess the need for and provision of compensatory ELD services for current English learner (EL) students who have a first language other than Spanish in XX grade at the School. The District will convene a team(s), which must include a School administrator, staff who are qualified and trained in delivering ELD services, and staff who are knowledgeable of each student, to determine:

- 1) whether, in light of each student's proficiency at the beginning of the 2022-23 school year and the District's policies and procedures for making ELD placements, each student was appropriately placed to receive ELD services for the 2022-23 school year; and,
- 2) if the team identifies any concerns under Paragraph (I)(1), whether compensatory ELD services are appropriate for each student and, if so, how the District will deliver the services.

**Reporting Requirement (II)(1).** Within 60 calendar days of this Agreement being signed, the District will submit to OCR documentation demonstrating that a team(s) convened as required by Paragraph II. The District will minimally include in its report a copy of the: a) meeting agenda(s), b) team's decision(s) for each student, including a narrative description which justifies the decision(s), and c) plan to provide compensatory services to each student, if applicable. The District will promptly and fully address OCR's feedback, if any, until the District receives notice from OCR that no further reporting is required for Reporting Requirement (II)(1).

**Reporting Requirement (II)(2).** If the District determines that compensatory services will be provided to student(s) in response to Paragraph II, the District will submit documentation demonstrating that the services have been fully implemented no later than May 30, 2023. The District will promptly and fully address OCR's feedback, if any, until the District receives notice from OCR that no further reporting is required for Reporting Requirement (II)(2) or for Paragraph II.

The District 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, 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 Title VI and its implementing regulations at 34 C.F.R Part 100, which were at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has demonstrated compliance with all the terms of this Agreement and is in compliance with Title VI, and its implementing regulation at 34 C.F.R. Part 100, which were at issue in this Complaint.

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

